

City of Santa Clara

Shared Mobility Permit Administrative Regulations

June 20, 2019

Purpose and Authority

Chapter 10.35 of the Santa Clara Municipal Code sets forth the requirements and procedures for permits issued for the operation of Shared Mobility Devices in the City of Santa Clara. These regulations implement the provisions of Chapter 10.35 and are issued by the City Manager or Designee under the authorization granted by Section 10.35.030 of the Code. These regulations are not intended to be exhaustive and may be amended at any time by the City Manager.

These regulations shall be referred to as the “Shared Mobility Permit Administrative Regulations.”

Definitions

The definitions set for in Chapter 10.35, and herein, shall govern the application and interpretation of these regulations.

Permit Requirements

The following requirements will be incorporated into the Terms and Conditions of all Shared Mobility Device permits issued. By submitting an application, Operator agrees to comply with all requirements, unless a specific modification is noted in the application and approved by the City prior to issuance of permit.

Permit Issuance

1. Permit application period will be from September 1 to first Friday of November each year.
2. Permit will only be valid for a one-year period from January to December
3. Staff will review permit applications and issue permits by the Friday of the first week of December.
4. Permits can be denied, suspended or revoked by the City Manager for failure to meet the permit requirements.

Shared Mobility Device Requirements

1. All shared mobility devices shall have, and clearly display, a unique, permanent identification number.
2. All shared mobility devices shall be equipped with GPS or means of continuously tracking locations.
3. All shared mobility devices shall clearly display share operator’s business name, customer service phone number, and email address.
4. All shared mobility devices shall comply with California State Law, California Vehicle Code, and industry standards.

5. Each Operator will be required to deploy “Geofencing” or technology capable of preventing the use of shared devices or to limit the maximum speed of devices in designated areas of the city.

Parking

1. Operators will ensure that users are informed of State Laws and the following parking rules and limitations and ensure that users comply with these limitations.
2. All shared mobility devices shall be upright when parked.
3. All shared mobility devices shall be not be parked in such a manner as to block or obstruct:
 - Pedestrian clear-zone area of the sidewalk
 - Any fire hydrant, call box, or other emergency facility
 - Light rail platforms, bus bench, stop, shelter, or passenger waiting area, except at existing bicycle racks or designated parking areas
 - Utility pole or box
 - Disabled parking zones
 - Loading zones
 - Time Limited Parking zones
 - Street furniture that requires pedestrian access (e.g. benches)
 - Areas within 15’ of Curb ramps
 - Areas within 10’ of entryways, exits, and driveways
 - City’s Driveway triangle of safety and intersection visibility areas
 - Vehicular traffic lanes including bicycle lanes and associated buffers
4. When a sidewalk included a “furniture zone”, shared mobility devices shall be parked within the furniture zone. When a sidewalk lacks a “furniture zone”, shared mobility devices must not be parked in a way to deny meaningful access to City sidewalks and paths of travel for persons with disabilities. Towards this end, each Operator must ensure that shared mobility devices are parked so that (a) 48” clear spaces are provided on pedestrian rights-of-way, and (b) curb ramps, entryways, exits, and other accessible paths of travel are never blocked or obstructed. “Furniture zone” shall refer to that section of the sidewalk between the curb and the pedestrian through zone in which street furniture and public amenities, such as lighting, benches, newspaper kiosks, utility poles, tree wells and bicycle racks are provided.
5. Any shared mobility device that is parked incorrectly shall be reparked in a correct manner or shall be removed within two hours after Operator’s customer service team receives notice of the report.
6. Operator shall not place or attach any personal property, fixtures or structures to City property without the prior written consent of City.
7. Operator shall coordinate and obtain written approval from the City Manager for all designated parking zones throughout the City.

8. Operator shall not deploy shared mobility devices or install parking on private property without the consent of the property owner.
9. Designated on-street parking zones may be established at selected locations after review and approval by the City Manager.
10. Operator shall obtain an encroachment permit for installation of infrastructure, signing or striping in the public right-of-way.
11. Operator shall be responsible for the cost and maintenance of any infrastructure including construction of new parking areas required for the operation of shared mobility devices.
12. The City Manager reserves the right to designate “priority parking zones” in coordination with private property owners. The purpose of these zones is to encourage parking in designated “shared parking areas” at commercial centers and other locations.
 - Operators shall be required to establish designated shared parking areas and deploy shared mobility devices at the priority parking zones listed below at initial deployment. The City Manager may adjust the locations every six months based on usage data.
 - The type of shared mobility device (bicycles, scooters or both) that can be deployed and parked at these locations will be determined in coordination with property owners.
 - For any priority parking area, all operators that are issued a shared mobility device permit shall be required to deploy shared mobility devices at the same shared parking area for each priority parking zone.

1. City Place Project (future)
2. AMC Mercado
3. Santa Clara Square
4. Rivermark
5. Santa Clara Convention Center
6. Lawrence Station Area
7. Great America Theme Park
8. Levi’s Stadium
9. Central Park Library
10. City Hall
11. Great America Train Station
12. Santa Clara Station
13. Santa Clara University
14. Mission College

Fleet Management and Balancing

1. Each Operator must provide a minimum of 60 scooters and/or 60 bicycles whichever is applicable to ensure service availability. The minimum number of shared devices may be amended by the City Manager.

2. Dynamic Capping will be used to consider adjustments to the citywide maximum cap on shared mobility devices. The total size of the citywide device fleet shall not exceed 3,000 devices with up to 1,000 bicycles and 2,000 e-scooters. Following the review of shared mobility permit applications, the number of shared mobility devices will be allocated equally among the Operators based on the number of Operators that are permitted to operate shared mobility devices and the number and mix of shared mobility devices desired for deployment by each permitted Operator.
3. Any improperly parked shared mobility devices that are not removed within 2 hours may be impounded and taken to a City facility for storage at the Operator's expense. Operator shall be required to pay the impounding fee.
4. Operator shall be responsible for retrieving the impounded shared mobility devices from the city facility. Failure to retrieve shared mobility devices from the city facility within two working days of notification of impoundment may lead to permit revocation.
5. Shared mobility devices must be re-parked/re-distributed regularly to ensure daily compliance with the regulations.
6. Operators shall ensure that users do not operate shared mobility devices in public parks. Operators shall use geofencing or equivalent technology to prevent operations in public parks excluding the San Tomas Aquino/Saratoga Creek Trail. A complete list of public parks is available on the City's website at:
<http://missioncity.maps.arcgis.com/apps/MapTour/index.html?appid=4c84d4f8913541cebd8a8ef3fc31a326&>

Customer Service

1. Operator shall maintain a 24-hour customer service telephone number for customers and members of the public to report safety concerns, complaints, or to ask questions. The customer service number shall be clearly displayed on all shared mobility devices in service.
2. Operator shall provide options for customer service inquiries to be submitted via email and text message.
3. Operators shall provide email, text message or phone confirmation of any issues reported to originator if requested.
4. Any shared mobility device that is parked incorrectly (as described in "Parking" section above) shall be reparked in a correct manner or shall be removed within two hours after Operator's customer service team receives notice of the report.
5. Operator shall maintain a multilingual (English, Spanish and Chinese) website, call center and mobile app customer interface that are available 24 hours a day, seven days a week.

Maintenance

1. Operator must ensure that all shared mobility devices are in good working order, are clean, and are safe to operator for a wide variety of users.

2. Any shared mobility device that is reported by the City or any third party to be damaged, deficient, or otherwise unsafe to operate shall be immediately assessed and/or remotely disabled, as appropriate.
3. Any shared mobility device that is reported to be damaged, deficient, or otherwise unsafe to operate shall be checked in person and removed within two hours after Operator's customer service team receives notification.
4. Operator must maintain a record of all maintenance performed for each shared device and make such record available to the City upon request.

Education and Outreach

1. Operator agrees to educate users regarding laws applicable to riding, operating and parking a shared mobility devices in the City and State of California, and to require users to acknowledge and comply with all of these applicable laws, including laws relating to helmets, age, parking, driver's license requirements, sidewalk riding, use of bike lanes and streets where scooters can operate with and without bike lanes and rules of the road.
2. Operator shall provide four public outreach/education events annually with the first event prior to deployment of the shared mobility devices.
3. Operator agrees to notify users by means of signage or visible language on shared mobility devices as well as through its website and mobile applications that:
 - 1) All State of California laws shall be obeyed while riding a shared mobility device, including laws related to age, driver's license requirements, and speeds
 - 2) Shared mobility devices may not be used on sidewalks, and generally shall be operated as close as practicable to the right curb of any street except as otherwise specified in state law.

Data Sharing

1. Operator agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and all trip activity within the City, meeting the requirements of the Mobility Data Specification (MDS) format developed by the Los Angeles Department of Transportation.
2. Data shall be made available to the City for the duration of the permit program on a monthly basis
3. Operator agrees to provide City with access to a dashboard providing comprehensive anonymized data about the origins, destinations, distances, and times of all trip activity related to devices deployed in the City, as well as aggregate data and heat maps categorized by vehicle type and allowing analysis by day, week, or month, at no cost to the city.
4. Operator agrees to make real-time open data on system status and usage available in General Bike Share Feed Specification (GBFS) format.
5. Data required beyond the GBFS and MDS specifications are:

- 1) Operator agrees to maintain timestamped records of maintenance activities including device ID and maintenance performed. Operator agrees to provide these records within seven business days upon request.
- 2) Operator agrees to maintain timestamped records of customer service inquiry including nature of issue, time reported, and time resolved. Operator agrees to provide these records on a monthly basis.
- 3) Operator agrees to provide collision data received from users.
- 4) Operator agrees to provide data related to age of members, number of members by resident, surrounding area resident or visitor.
- 5) Operators shall survey users every 6 months subsequently to provide information to the City for future planning, including asking questions about what mode of transportation was replaced for the use of a shared mobility device. Survey questions shall be consistent among Operators and determined in coordination with the City Manager.
- 6) If requested by the City, operator shall provide a dedicated City portal and/or dashboard for the City to view shared mobility device data.

Membership and enrollment

1. Operator agrees to comply with all relevant state and local regulations regarding age limits for use of shared mobility devices.
2. Operator agrees to conduct outreach and to implement technology-based measures to verify ages of members during enrollment via mobile app and/or website.

Levi's Stadium and Special Events

1. The maximum caps for shared mobility devices shall not apply on Levi's Stadium and other large Special event days at the Great America Theme Park. The City Manager may adopt a maximum cap for event days after review of shared mobility device data.
2. Operators shall comply with current and future requirements of the Levi's stadium Transportation Management and Operations Plan (TMOP).
3. Operators shall provide sufficient on-site, event day staff to support the City and the Stadium Manager with shared device operations on Levi's Stadium event days.
4. Operators shall actively monitor the locations of deployed devices including incorrectly parked devices on stadium event days.
5. Operators shall provide shared parking areas at the Silicon Valley Bicycle Coalition Valet Parking areas in the main parking lot east of Levi's Stadium and south of Tasman Drive. A path shall be provided to these designated parking areas through the parking lot. The rest of the parking lot shall be geofenced to prevent shared mobility device operations. Speed will be geofenced to 5 mph during ingress and egress from the designated shared parking areas.
6. Operators shall rebalance the shared mobility devices deployed in the area during

Levi's stadium event ingress to two designated parking locations (see attached map for Stadium Event egress parking locations) for egress.

7. Operators shall provide designated parking areas in the vicinity of the following intersections during egress

- Northeast corner of Great America Parkway and Old Glory Lane
- Tasman Drive and Lick Mill Boulevard

The City Manager may change these locations after review of shared mobility device data.

8. Geofencing shall be deployed to ensure that users are not able to ride the shared devices in any of the parking lots identified within the TMOP. Speed geofencing to reduce speeds to 5 mph will be deployed in the main parking lot for ingress and egress from shared parking areas
9. Operators shall respond to requests to pick up and rebalance incorrectly parked scooters within 15 minutes on Levi's Stadium event days within the "Stadium area". The Stadium area is defined as the area extending from SR 237 to the north, US 101 to the south, Calabazas Creek to the west and Guadalupe Creek to the east.

Performance Bond

1. Operator shall maintain in effect at all times a valid performance bond in the amount of \$20,000 during the term of the annual permit starting with permit issuance.
2. The performance bond may be used for any future public property repair and maintenance costs that may be incurred as a result of operator's devices, as well as removal and storage of devices that are not addressed within specified timeframes. The performance bond may be used to cover staff time associated with performing or facilitating these activities.
3. The performance bond may be used for any unpaid fines for violations issued to the Operator.
4. The performance bond may be used for any future costs incurred by the City related to the Shared Mobility permits.

Enforcement

Enforcement is designed to promote and achieve compliance with local law and the program guidelines. The Operators shall be required to pay fines per the schedule below related to improperly parked devices and failure to comply with the regulations.

1. Any improperly parked devices that are not removed or remedied within two (2) hours may be impounded and taken to a City facility for storage at the Operator's expense. The Operator shall be required to pay the impounding fee.
2. In addition to the impounding fee, the Operator shall be fined as follows for failure to remove the devices within two (2) hours:

- \$100 for the first violation
 - \$200 for the second violation
 - \$500 for third and subsequent violations
3. Operator shall be responsible for retrieving the impounded devices from the city facility. Failure to retrieve shared mobility devices from the city facility within two (2) working days of notification of impoundment may lead to permit revocation.

Denial, Suspension, or Revocation of Operating Permit

An Operator's permit may be denied, suspended or revoked at the discretion of the City Manager based on any of the following grounds:

1. If the number of parking violations exceeds 20 during any two-month period.
2. If the number of parking violations exceeds 60 during the annual permit period.
3. Failure to retrieve shared mobility devices from the city facility within two working days of notification of impoundment may lead to permit revocation.
4. If an Operator's permit is suspended or revoked during the annual permit period, the Operator shall be required to remove all devices deployed in the City at the Operator's cost. If Operator does not remove the device within two working days of notification of permit suspension or revocation, the City shall have the authority to remove the shared mobility devices at Operator's cost and use the Performance Bond to cover the cost of removal of the Operator's devices.
5. If an Operator's permit is suspended, the minimum permit suspension period will be two weeks. The Operator shall be required to provide a plan for corrective actions to demonstrate ability to comply with the regulations for resumption of the Operating permit. Any time spent by City staff on meeting with Operators to facilitate permit resumption will be reimbursed by the Operator on a time and materials basis.
6. An applicant or Operator including its employees, managers, officers, principals, directors, owners, contractors, representatives, or agents has:
 - One or more false or misleading statements or material omissions on the permit application, during the application process.
 - Failed to provide information requested or required by the City
 - Operated or has proposed to operate in a manner that endangers public health or safety.
 - Failed to comply with any requirement imposed by the provisions of this Code including any rule, regulation, conditions or standard adopted pursuant to the Ordinance, or any term or condition imposed on the permit for the operation of shared mobility devices, or any provision of California law.
 - Conviction of the Operator, to include any of its officer, owners or principals, of a criminal offence that is substantially related to the qualifications, functions or duties of the shared business or profession, including, but not limited to, any criminal conviction involving a violent or serious felony, fraud, deceit, or embezzlement.

Permit Costs

The applicant must pay the “Shared Mobility Device Permit Application Fee” in the amount of \$2,000 to the City of Santa Clara. The fee is non-refundable. This fee must be received before the City reviews the application. Once the City approves the permit application the applicant must pay an “Annual Permit Fee” of \$20,000 prior to receiving the permit. In addition, the applicant must pay a fee of \$59 per shared mobility device deployed within the City. The first 60 shared mobility devices deployed per Operator will not be subject to the per shared mobility device fee.

Permit Application Contents

1. A description of the proposed plan of operation, including, at a minimum the applicant’s plan to comply with the Administrative Regulations including Shared Mobility Device requirements, parking, designated parking locations, fleet management and balancing, customer service, maintenance, education and outreach, data sharing, Levi’s Stadium and other special events;
2. Description of the number and mix of shared mobility device that will be deployed: e-scooters, bicycles, e-bicycles;
3. A map of the proposed deployment area and parking locations.
4. The applicant’s proposed operations in other jurisdictions;
5. The applicant’s regulatory compliance program;
6. The applicant’s history of and ability to comply with state and local law;
7. Any other requirements set forth by the Administrative Regulations.

Insurance and Indemnification

Separate attachments for insurance and indemnification.