

City of Santa Clara

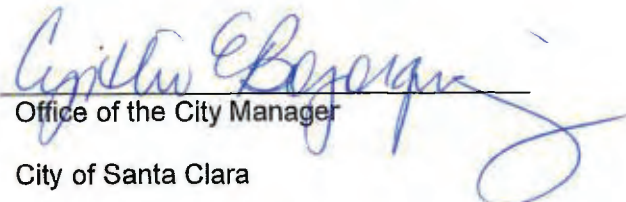
Shared Mobility Device Permit
Administrative Regulations-February 2, 2022

City of Santa Clara

Shared Mobility Device Permit Administrative Regulations

February 2, 2022

Dated: 3/14/2022


Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM
SANTA CLARA CITY ATTORNEY'S OFFICE

Luis M. Haro Digitally signed by Luis M. Haro
Date: 2022.03.11 16:14:34 -08'00'

Purpose and Authority

Chapter 10.35 of the Santa Clara City 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 Device 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 shall 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 Manager in writing prior to issuance of permit.

Permit Issuance

1. Permit application period will be from February 1 to March 31 each year.
2. Permit will be valid for a one-year period, from July 1 to June 30.
3. The City Manager to review permit applications and issue permits by June 1.
4. Based on the content of the Permit Application, the City Manager may select up to three operators to grant permits based on criteria described in "Permit Application Contents" section.

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 global positioning system (GPS) tracking or other similar means of continuously tracking locations of such Shared Mobility Devices.
3. All Shared Mobility Devices shall clearly display the operator's business name, customer service phone number, and email address. Information shall also be provided in Braille on each Shared Mobility Device.
4. All Shared Mobility Devices shall include headlights, tail lights, reflectors, and comply with applicable California State Law, including the California Vehicle Code, and industry standards.

5. Operator shall provide a description of Mobility Device capabilities that will assist user in complying with state law, including the California Vehicle Code, regarding maximum scooter operating speeds and prohibited operation on sidewalks. Each Operator will be required to deploy "Geofencing" or other technology capable of preventing the use of Shared Mobility Devices or to limit the maximum speed of Shared Mobility Devices in designated areas of the City as specified by the City Manager. The City reserves the right to require that modifications to required geofencing areas be made during the duration of the Operator's permit. Operator shall provide geofencing implementation plan and timeline within three business days of City Manager request.

Parking

1. Operators will ensure that users of the Shared Mobility Devices including the Operator's agents responsible for fleet management and rebalancing are informed of all applicable laws and regulations, 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 not be parked in such a manner as to block or obstruct access to public facilities including but not limited to the following:
 - Pedestrian Clear Zone area of the sidewalk (The "Pedestrian Clear Zone" area of the sidewalk or pedestrian path of travel is defined as the area within the 48 inches of clear space on the sidewalk or pedestrian path for pedestrian travel).
 - Any fire hydrant, call box, or other emergency facility (minimum 36-inch clearance).
 - Rail platforms, bus benches, bus stops, bus shelters, and passenger waiting areas, except at existing bicycle racks or designated parking areas for Shared Mobility Devices (minimum 36-inch clearance).
 - Utility poles or boxes (minimum 36-inch clearance).
 - All on- or off-street vehicle parking spaces (minimum 36-inch clearance to curb face), including but not limited to:
 - i. Disabled parking zones
 - ii. Loading zones
 - iii. Time Limited Parking zones
 - Street furniture that requires pedestrian access, for example benches, receptacles, etc. (minimum 36-inch clearance).
 - Areas within 15 feet of Curb ramps.
 - Areas within 10 feet of entryways, exits, and driveways.
 - Vehicular traffic lanes including bicycle lanes and associated buffers.
4. When a sidewalk includes 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 give notice and training to the User and ensure that Shared Mobility Devices are parked so that (a) 48-inch 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. The operator will be notified about parking violations directly through customer service communication via contact information provided on each Shared Mobility Device. In addition, City staff will forward notifications to operators during staffing hours that are received from the public, including but not limited to, through the City's My Santa Clara mobile application.
6. Operator must provide a feature within its mobile application that requires a user of a Shared Mobility Device to upload a photograph, or utilize other technology, to ensure the Shared Mobility Device is not obstructing the pedestrian pathway at the end of each ride.
7. Operator shall not place or attach any personal property, fixtures or structures to City property without the prior written consent of City including applicable permits.
8. Operator shall coordinate with, and obtain written approval from, the City Manager for all marked designated parking areas throughout the City.
9. Operator shall not deploy Shared Mobility Devices or install parking on private property without the consent of the property owner.
10. Designated on-street parking areas may be established at selected locations after review and approval by the City Manager.
11. Operator shall obtain an encroachment permit for any installation of infrastructure, signing or striping in the public right-of-way.
12. Operator shall be responsible for installation and removal of all approved infrastructure, signing and striping.
13. The City Manager reserves the right to designate "priority parking areas" in coordination with property owners. The purpose of these priority parking areas is to provide parking at designated locations within or adjacent to commercial centers and other destinations.
 - Operators shall be responsible for the cost of installation and maintenance of any necessary infrastructure, including construction of the new designated shared parking areas. These costs shall be shared equally among the Operators.
 - For any priority parking area, all operators that are issued a Shared Mobility Device permit shall have a plan for deployment of Shared Mobility Devices at the designated shared parking areas. The designated shared parking areas may be located at any of the following locations:
 1. Related 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 (Caltrain)
13. Santa Clara University
14. Mission College

Fleet Management and Balancing

1. Each Operator must provide a minimum of 60 shared mobility devices, whichever is applicable, to ensure service availability. The minimum number of Shared Mobility Devices may be amended by the City Manager.
2. The total size of the citywide fleet shall not exceed 3,000 Shared Mobility Devices with up to 1,000 bicycles (including electric bicycles) and 2,000 motorized 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 of Shared Mobility Devices desired for deployment by each permitted Operator. The City Manager has the discretion to periodically adjust the City-wide maximum number of Shared Mobility Devices.
3. Approximately 5% of the total number of allocated Shared Mobility Devices must be deployed in an area designated as an Equity Priority Community (formerly referred to as Community of Concern) as defined by the Metropolitan Transportation Commission. The number of Shared Mobility Devices allocated within an Equity Priority Community will be split equally among the Operators.
4. All Shared Mobility Devices parked in a low-density residential zone shall be moved by the Operator out of the residential zone within 72 hours.
5. Any improperly parked Shared Mobility Devices that are not removed within 2 hours of Operator notification 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.
6. 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 shall constitute abandonment of the property and the City may, after written notice is provided, dispose of the property in accordance with the surplus property provisions of the City Code. Furthermore, failure to retrieve the Shared Mobility Device(s) may lead to permit suspension or revocation.
7. Shared Mobility Devices must be re-parked/re-distributed daily to ensure compliance with the regulations and the Operator's plan of operation.
8. Operators shall ensure that users do not operate Shared Mobility Devices in City parks. Operators shall use geofencing or equivalent technology to prevent Shared Mobility Devices from being operated in City parks excluding the San Tomas Aquino/Saratoga Creek Trail. A complete list of City parks is available on the City's website at:

<http://missioncity.maps.arcgis.com/apps/MapTour/index.html?appid=4c84d4f8913541ceb8a8ef3fc31a326&>

Customer Service

1. Operator shall maintain a 24-hour customer service telephone number with live operators 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 and follow up with the originator with status updates as appropriate.
4. Any Shared Mobility Device that is parked improperly (as described in "Parking" section above) shall be re-parked in a correct manner or shall be removed within two hours after notice has been provided to Operator.
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.
6. Mobile apps and other customer service interface technology must be fully accessible to persons with disabilities and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

Maintenance

1. Operator must ensure that all Shared Mobility Devices are in good working order, are clean, free of graffiti, and are safe to operate.
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 notice has been provided to Operator.
4. Operator must maintain a record of all maintenance performed for each Shared Mobility Device and make such record available to the City upon request.

Education and Outreach

1. Operator agrees to provide notice to users regarding federal, state and local laws applicable to riding, operating and parking a Shared Mobility Devices in the City, and to require users to acknowledge and comply with all of these applicable laws, including laws relating to accessibility, helmets, age, parking, driver's license requirements,

- sidewalk riding, speed limits, use of bike lanes and streets where Shared Mobility Devices can operate with and without bike lanes, and other rules of the road.
2. Operator shall provide multiple public outreach/safety education events throughout the area of operation within the City including a kickoff event prior to deployment of the Shared Mobility Devices. City permit approval and costs associated with public outreach/safety education events shall be the responsibility of the operator.
 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:
 - a) All State of California laws shall be obeyed while riding a Shared Mobility Device, including laws related to age, driver's license requirements, and speed.
 - b) 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.
 - c) At no time may a parked Shared Mobility Device obstruct a sidewalk, other pedestrian path of travel, or an accessibility feature designed for persons with disabilities.

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 current requirements of the Mobility Data Specification (MDS) format developed by the Los Angeles Department of Transportation. This specification is detailed at: <https://github.com/CityOfLosAngeles/mobility-data-specification>
2. Operator agrees to provide and maintain a public dashboard portal providing comprehensive anonymized data about the origins, destinations, distances, vehicle miles traveled (VMT), and times of all trip activity related to Shared Mobility 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.
3. Operator agrees to make real-time open data on system status and usage available in General Bike Share Feed Specification (GBFS) format.
4. In addition to the data required by the GBFS and MDS specifications, Operator shall provide a report of the following data on a monthly basis (or more frequently, if requested by the City Manager):
 - a) Timestamped records of maintenance activities including device ID and maintenance performed.
 - b) Timestamped records of customer service inquiry including nature of issue, time reported, and time resolved.
 - c) Collision data received from users.
 - d) Data related to age of members, low-income program membership, and the number of members divided by residents, surrounding area residents, and visitors from out of the area.
 - e) 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.

5. Operator agrees to not sell or share confidential user data or personally identifiable information.

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.
3. Operator shall establish a low-income discount program that offers discounted memberships to individuals. Membership in public assistance programs such as Supplemental Nutrition Assistance Program (SNAP), CalFresh, PG&E California Alternate Rates for Energy (CARE), or Silicon Valley Power Rate Assistance Program (SVP RAP) may be used for discount eligibility, or some other metric consistent with this requirement and approved by the City Manager.

Levi's Stadium and Special Events

1. The maximum number of Shared Mobility Devices permitted in the City at any one time may 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. The City Manager may implement operating procedures or prohibit use of devices specific to Levi's Stadium and Special Events.
3. Special event days will be identified on the City's Shared Mobility webpage. Operator shall comply with the number of permitted units by midnight of the second day following the event.
4. Operators shall comply with current and future requirements of the Levi's Stadium Transportation Management and Operations Plan (TMOP).

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 public property repair and maintenance costs that may be incurred as a result of operator's Shared Mobility Devices, as well as removal and storage of Shared Mobility 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 Shared Mobility Devices that are not removed or remedied within two (2) hours of providing notice to Operator 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 cited for failure to remove the Shared Mobility Devices within two (2) hours of providing notice. The citation amount is listed in City Code 10.35.050.
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 disposal of the equipment and permit suspension or revocation.

Denial, Suspension, or Revocation of Operating Permit

1. An Operator's permit may be denied, suspended or revoked at the discretion of the City Manager based on any of the following grounds:
 - a) Consistent failure to address parking violations.
 - b) Failure to retrieve Shared Mobility Devices from the city facility within two (2) working days of notification of impoundment.
 - c) Transfer of an Operator permit to another party, including company mergers, without written approval by the City Manager.
 - d) The operator sells or shares confidential user data.
 - e) 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 these regulations or the City 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 offense 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.

2. 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 devices within five (5) 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.
3. If an Operator's permit is suspended, the minimum permit suspension period will be two (2) 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.

Permit Costs

1. Application Fee: The applicant must pay the "Shared Mobility Device Permit, Application Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule. The fee is non-refundable. Any application submitted without this fee shall be considered incomplete. The City will not accept or review any application that is submitted without payment of this fee.
2. Permit Fee: If the City approves the permit application, the applicant must pay a "Shared Mobility Device Permit, Annual Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule. The City will not issue the permit until this fee is paid.
3. Device Fee: The applicant must pay a "Shared Mobility Device Permit, Device Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule. The first 60 Shared Mobility Devices deployed per Operator will not be subject to this per-device fee. The City will not issue the permit until this fee is paid. If capacity exists, the applicant may apply to increase the number of allocated devices deployed in the City after December 1 of the permit operating period. The applicant must then pay a "Shared Mobility Device Permit, Additional Device Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule.
4. Impoundment Fee: The applicant must pay a "Shared Mobility Device Permit, Impoundment Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule to release a device from impoundment.
5. Operator shall also obtain a business license to operate in the City of Santa Clara.
6. All fees are non-refundable.

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 compliance, planned parking locations, fleet management and balancing, customer service, maintenance, data sharing, Levi's Stadium and other special events.
2. A detailed plan for the number and description of outreach and safety education events. Plan shall specify if events will be virtual or in-person. In-person events shall include proposed locations and if events will be stand-alone events or part of other community events/festivals. Operator shall include plan to advertise events.
 3. Description of the number and mix of Shared Mobility Device that will be deployed: motorized scooters, bicycles, electric bicycles.
 4. Shared Mobility Device capabilities including geofencing and other technology to comply with parking, speeding, and path of travel regulations.
 5. A map of the proposed deployment area and parking locations.
 6. The applicant's experience and demonstrated ability to comply with regulations in other jurisdictions.
 7. The applicant's regulatory compliance program.
 8. The applicant's history of and ability to comply with state and local law.
 9. Any other requirements set forth by the Administrative Regulations.

Attachment 1: Indemnification and Insurance

Indemnification and Insurance

Indemnification

Operator shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors; the parties who have furnished Priority Parking Areas and their affiliates, as listed in the Annual Shared Mobility Device Permit; and each of them (collectively, "Indemnitees"), from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising or alleged to arise, in any manner out of (a) any injury to or death of any person or damage to or destruction of any property, or any part thereof, whether it be the person or property of Operator, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating to any use or activity under this Permit, (b) the use of Operator's equipment/products within the City by any person or entity, (c) any activities conducted in the City by Operator, (d) any failure by Operator to faithfully observe or perform any of the terms or conditions of this Permit, or (e) any activities conducted in the City by Operator, its Agents or Invitees, except for Claims adjudicated to result directly from the sole and active negligence or willful misconduct of Indemnitees or Indemnitees' authorized representatives. In addition to Operator's obligation to indemnify Indemnitees, Operator specifically acknowledges and agrees that it has an immediate and independent obligation to defend Indemnitees from any claim that falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Operator by Indemnitees and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the Indemnitees. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

Insurance

Without limiting the Operator's indemnification of Indemnitees, and at all times while the Permit remains in effect, the Operator shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office ("ISO") form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$2,000,000 Each occurrence

\$5,000,000 General Aggregate
2. Exact structure and layering of the coverage shall be left to the discretion of Operator; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Operator to comply with the insurance requirements of this Permit:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with a minimum limit of not less than one million dollars (\$1,000,000) each accident. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Operator included in this Permit shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Operator under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. UMBRELLA LIABILITY

\$5,000,000 per occurrence following form, with the Commercial General Liability, Commercial Automobile Liability, and Worker's Compensation all listed on the policy as scheduled underliers.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents; the parties who have furnished Priority Parking Zones and their affiliates, as listed in the Annual Shared Mobility Permit, are hereby added as additional insureds in respect to liability arising out of or related to this Permit, using ISO Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Operator shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnitees may possess shall be considered excess insurance only and shall not be called upon to contribute with Operator's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth herein.

F. QUALIFYING INSURERS

All of the insurance companies providing insurance for Operator shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

1. Requirements of specific insurance coverage features described in this Permit shall not be construed to be a limitation of liability on the part of Operator, nor to relieve any of them of any liability or responsibility under this Permit, as a matter of law or otherwise. All insurance coverage provided pursuant to this Permit in any way relating to Indemnitees is intended to apply to the full extent of the policies involved.
2. Operator shall maintain all required insurance policies in full force and effect during the entire period of this Permit.
3. City reserves the right, at any time during the term of this Permit to change the amounts and types of insurance required by giving the Operator ninety (90) days advance written notice of such change.
4. No liability insurance coverage provided by Operator to comply with the terms of this Permit shall prohibit Operator, or Operator's employees, or agents, from waiving the right of subrogation prior to a loss. Operator waives its right of subrogation against Indemnitees. Operator hereby waives any right of recovery against the Indemnitees.
5. Operator agrees to ensure that its contractors provide the same minimum insurance coverage required of Operator, except as with respect to limits, and Operator agrees to monitor and review the same. Operator agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such contractors will be submitted to City for review.
6. All coverage types and limits required under this Permit are subject to approval, modification and additional requirements by the City, as the need arises. Operator shall not make any reductions in scope of coverage which may affect Indemnitees' protection without City's prior written consent.
7. Operator acknowledges and agrees that any actual or alleged failure on the part of City to inform Operator of non-compliance with any of the insurance requirements set forth in this Permit in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Permit or any other regard.
8. The City acknowledges that some insurance requirements contained in this Permit may be fulfilled by self-insurance on the part of the Operator. The Operator's insurance obligations under this Permit may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City's Risk Manager upon satisfactory evidence of financial capacity.

9. The City reserves the right to suspend or revoke this Permit in the event of material noncompliance with the insurance requirements set forth in this Permit.

H. EVIDENCE OF COVERAGE

Prior to this Permit taking effect, Operator, and each and every contractor shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Permit. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Permit. Operator shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to the adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Operator or its insurance broker shall provide the required proof of insurance compliance, consisting of ISO endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), to City, or its representative as set forth below, prior to this Permit taking effect. Upon City's request, Operator shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Permit, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Permit shall be mailed to:

EBIX Inc.

City of Santa Clara Public Works

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com