

LICENSE AGREEMENT – DOCKLESS VEHICLES

STATE OF TEXAS §
§
COUNTY OF NUECES §

This Agreement (“Agreement”) is entered into by and between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation, and _____. whose business address is _____ (“Licensee”).

WHEREAS, the City is the owner of public infrastructure and right-of-way throughout its boundaries, including, but not limited to, streets and sidewalks; and

WHEREAS, Licensee wishes to operate a business within the City to rent dockless vehicles; and

WHEREAS, Licensee has requested that the City allow the use and occupancy of the City’s right-of-way for parking of Licensee’s vehicles.

NOW THEREFORE, THE CITY AND LICENSEE AGREE AS FOLLOWS:

In accordance with Article IX, Section 1, of the City’s City Charter, the City has granted and by these presents does grant to Licensee, for the term and upon the conditions stated in this Agreement, a License for the right to park vehicles in the City’s right-of-way in accordance with the terms of this License.

The License granted by this Agreement is issued to the Licensee only. This Agreement may not be assigned by Licensee without the City Manager’s prior written consent. The City Manager’s right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

The License granted by this Agreement is subject to the Licensee’s compliance at all times with the following conditions:

1. Licensee agrees to pay all fees associated with the License. Failure to pay fees may result in revocation of the License on seven-days’ written notice to Licensee. The required licensing fees are as follows:
 - a. A fee in the amount of **\$1 per day per vehicle** available for rent in the City, which is due on the 10th day of each month for the preceding month. Licensee shall provide, along with this fee, a report detailing the number of vehicles deployed within the City on each day of the preceding month. This fee will be used exclusively for reimbursement to City departments for the costs of administering the license program and for sidewalk improvements and other pedestrian safety improvements.

- b. A **Relocation Fee of \$20** will be charged any time a City employee moves a vehicle that has been parked in an unauthorized manner for more than two hours after the City provided notification to the Licensee of the vehicle's location. The City will notify the Licensee as soon as practicable that the vehicle was moved and will invoice any fees monthly.

- 2. If Licensee's vehicles are parked in the City's right-of-way, Licensee shall deploy, and only allow riders to park, vehicles (1) upright on sidewalks as defined by Section 53-260 of the Code of Ordinances or (2) laying flat in the grassy parkway along the curb. Licensee is encouraged to deploy, and shall encourage riders to park, the vehicles on sewer caps or other concrete areas that will not impact pedestrian access to the sidewalk. No vehicles may be deployed or parked on any City street, including in marked parking spaces on City streets. The Licensee shall ensure that its vehicles are deployed and parked in such a manner as to:
 - a. **maintain at least 36 inches of space on the sidewalk to allow for pedestrian traffic and accommodate ADA requirements;** and
 - b. not block any of the following:
 - i. Disabled parking zones
 - ii. Wheelchair or curb Ramps
 - iii. Bicycle lanes
 - iv. Commercial loading zones
 - v. Railroad tracks or crossings
 - vi. Passenger loading zones or valet parking services areas
 - vii. Buildings entryways
 - viii. Vehicular driveways
 - ix. Fire hydrants or fire lanes
 - c. Vehicles can be placed in the following areas, but cannot block access to any of the following:
 - i. Transit stops, shelters or platforms
 - ii. Bus benches
 - iii. Street furniture that requires pedestrian access (ie. Benches)

- 3. This Agreement, and the rights granted under the Agreement, may be revoked at any time by the City upon a material breach by Licensee by providing the Licensee with not less than 30 days' notice, in writing, by the City's City Manager or designee ("City Manager"). In the event of a revocation by the City Manager or earlier termination of this Agreement by either party, no

portion of any payment made under this Agreement is refundable to the Licensee.

4. Subject to termination under paragraph 3 above, the term of this License is six months beginning on the date signed by the last party. This Agreement shall automatically renew for successive six-month terms unless either party has given 30 days' notice, in writing, of its desire to terminate this Agreement. This Agreement automatically terminates if Licensee discontinues or abandons the use of the City's right-of-way for a period of more than seven consecutive days or on the effective date of any City ordinance banning the use or rental of dockless vehicles of the sort rented by Licensee in the City's right-of-way. This Agreement will automatically expire on the effective date of any City ordinance that requires a permit for the rental of dockless vehicles within the City. This License is made expressly subject and subordinate to the right of the City to use the City's right-of-way for any public purpose.
5. If City gives notice of termination under paragraph 3 or otherwise revokes this License, Licensee shall at its sole cost and expense make or cause to be made the removal of the vehicles from the City's right-of-way. Licensee shall reimburse City for the cost of City's removal of the vehicles if Licensee does not remove them within the notice period.
6. The Licensee agrees to comply with all City ordinances, State of Texas and federal laws.
7. The City may, upon at least seven days' written notice, require Licensee to prohibit its riders from riding or parking its vehicles in specified locations during special events, such as Fiesta De La Flor. Licensee shall use geo-fencing technology and/or other appropriate methods to enforce the prohibition when requested.
8. If Licensee receives a report or complaint from any person regarding a vehicle parked in a manner that does not comply with this License, Licensee will investigate and correct any unauthorized parking within two hours. Repeated failure to timely respond to reports or complaints may result in revocation of this License on seven-days' written notice to Licensee. If a City employee moves a vehicle that has been parked in an unauthorized manner for more than two hours, the Licensee will pay the Relocation Fee provided in paragraph 1 above.
9. The Licensee shall acquire and maintain at all times for the term of this Agreement insurance coverage pertaining to the dockless vehicle activities authorized by this License. The types of required insurance coverages must be in the minimum amounts set forth in the attached **Exhibit A**, the substantive content of **Exhibit A** being incorporated by reference into this License as if fully set out here in its entirety. The insurance policies must

name the City as an additional insured and may not be canceled, renewed or materially changed by Licensee unless at least ten (10) days advance written notice has been provided to the City. Upon the City Manager's written request, Licensee shall provide copies of all requested insurance policies to the City's City Attorney.

10. Licensee agrees that its vehicles will be maintained in good, working order, and inspected regularly in accordance with the following:
 - a. Licensee shall be capable of quickly identifying and addressing safety and maintenance issues with any of its vehicles, including a user-friendly and convenient, as determined by the City Manager, mechanism for notification to the company that there is a safety or maintenance concern with the unit.
 - b. Licensee shall be capable of remotely disabling the use of a vehicle immediately should it be reported or found to have a safety, maintenance or other hazardous condition.
 - c. Licensee shall remove any vehicle that is not safe to operate within two hours of receipt of notice and shall not redeploy the vehicle until repaired.
 - d. Licensee shall keep a record of known collisions and send these reports to the City on a monthly basis, due on the 5th of each month.
 - e. Licensee shall keep a record of maintenance activities including but not limited to identification number of the vehicle and maintenance performed.
11. On or before the effective date of this License, Licensee will provide the following information to the City:
 - a. Name, phone number and email address of local fleet manager;
 - b. Phone number and email address for public to report improperly parked vehicles and other violations. The phone number must be posted on each vehicle; and
 - c. Address of fixed facilities in the City used in the operation, if any, and the address of the applicant's headquarters, if different from the address of the fixed facilities.
12. On or before the 5th day of each month, beginning on the first month after the effective date of this License, Licensee will provide the following information to the City:

- a. Access to an online, interactive dashboard offering data about its fleet and trip activity within the City. Information available to the City through this dashboard shall include, but is not limited to:
 - i. Total number of rides, with the ability to sort and aggregate on a daily, monthly, quarterly, and annual basis.
 - ii. Total number of vehicles deployed with the ability to sort, aggregate and filter historical data on a daily, monthly, quarterly, and annual basis.
 - iii. Anonymized aggregated data in the form of heat maps showing routes, origins and destinations with the ability to sort, aggregate and filter historical data on a daily, monthly, quarterly, and annual basis.
 - iv. The ability to export the above raw data into a comma separated value (csv) format.
- b. Operators shall provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification (MDS) format.
- c. The MDS API will provide standardized data that contains information with respect to individual rides, including without limitation: Start-time, end-time, start location, end location, route information, vehicle ID, total trip distance.
- d. The operator is responsible for providing the City with the API key, documentation, and any other required information to fully utilize the MDS API.
- e. All Operators shall maintain a record of maintenance activities. These records shall be made available to the City upon request.
- f. Licensee warrants that the data provided pursuant to this License will be accurate. Licensee will not knowingly provide any false information. If the City determines that any of the data provided by Licensee is false or misleading, the City may immediately revoke this License. If the License is revoked in accordance with this subparagraph f, Licensee must remove all vehicles from the City's right-of-way within 48 hours of notice from the City.

- g. Licensee shall not provide personally identifiable information to the City. Any information related to rides or ridership must be anonymized prior to reporting to the City.
13. Licensee shall educate customers, employees, and contractors regarding the laws applicable to riding, operating, and parking a dockless vehicle as well as the terms of this License related to the proper parking of dockless vehicles.
 14. Licensee shall comply with Payment Card Industry Data Security Standards (PCI DSS).
 15. Licensee shall take appropriate actions to safeguard any data received from customers and shall be solely responsible for any data breach. Licensee warrants that it follows accepted industry standards related to privacy and safe storage of customer data. Licensee shall promptly notify the City of any data breach. Licensee shall not provide personally identifiable information to the City.
 16. **LICENSEE COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER (COLLECTIVELY, "CLAIMS"), ASSERTED AGAINST INDEMNITEES, WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE USE OF THE RIGHT-OF-WAY PURSUANT TO THIS AGREEMENT INCLUDING PREMISES LIABILITY, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED ON OR RESULT FROM INDEMNITEES' NEGLIGENCE OR UNLAWFUL OR WRONGFUL ACTS OR OMISSIONS. LICENSEE MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED ON ANY CLAIMS, WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER REASONABLE COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID CLAIMS, WHICH ARE FINALLY AWARDED BY A COURT OF COMPETENT JURISIDICION OR AGREED TO BY LICENSEE IN SETTLEMENT.**
 17. All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signatures.

18. Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested to the following addresses:

If to Licensee: _____
Attn: _____

If to the City: City of Corpus Christi
Attn: Business Liaison
P. O. Box 9277
Corpus Christi, TX 78469-9277

Any party shall, by notice to the others in accordance with the provisions of this paragraph, specify a different address or addressee for notice purposes within 10 days of any address change.

Notice of vehicles parked in an unauthorized manner can be made by e-mail or by phone. For purposes of the requirement to move the vehicle under paragraph 7, notice is effective immediately upon sending the e-mail or making the phone call.

Phone: _____
E-mail address: _____

19. This License shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created pursuant to this License are performable in Nueces County, Texas. All actions arising from, out of, or related to this License must be filed, tried, and resolved in and cannot be removed from Nueces County, Texas.

20. The Licensee further agrees, in compliance with Section 2-349 of the Corpus Christi Code of Ordinances, to complete, as part of this Agreement, the "Disclosure of Interests" form attached to this Agreement as **Exhibit B**. Completed versions of **Exhibit B** by the Licensee form a part of this Agreement and are incorporated by reference into this Agreement as if set out here in their entirety.

21. This instrument, including exhibits, constitutes the entire agreement between the City and the Licensee, and no prior written, oral, or contemporaneous promises, warranties or representations shall be binding upon any parties. This Agreement may only be amended by written instrument signed by authorized representatives of the City and Licensee and approved as required by City law.

22. To the maximum extent permitted by law, neither party will be liable to the other party for any (1) indirect, special or consequential damages or (2) punitive or exemplary damages suffered by such party or any of its equity holders, managers, directors, officers, employees, agents or affiliates.

IN TESTIMONY WHEREOF, the City of Corpus Christi has caused these presents to be executed on this the ____ day of _____, 2019.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta,
City Secretary

By: _____
Samuel Keith Selman
Interim City Manager

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2019, by Samuel Keith Selman, as Interim City Manager of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:

Assistant City Attorney (Date)
For City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS

I. VENDOR’S LIABILITY INSURANCE

- A. Vendor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Vendor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

- B. Vendor must furnish to the City’s Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City’s Risk Manager. The City must be listed as an additional insured on the General liability policy **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Vendor must obtain workers’ compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers’ compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers’ Compensation. An All States Endorsement shall be required if Vendor is not domiciled in the State of Texas.

- B. Vendor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Vendor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Vendor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements

City Manager's Office

ROW - Driverless Vehicles - Scooters Right of Way License

11/16/2018 sw Risk Management



EXHIBIT B
CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: _____

STREET ADDRESS: _____ **P.O. BOX:** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other _____

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: _____	Title: _____
Signature of Certifying Person: _____	Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.