

Chapter 19.28. “Motor Assisted Scooter” or “Dockless Shared Mobility Device”

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19.28.01. Compliance Responsibility.

1. All persons operating a dockless shared mobility device program shall comply with and operate under requirements of applicable law, including without limitation Federal, State, and City laws and ordinances, and department rules and regulations. Shared mobility device programs that exclusively operate using devices that must be returned to a dock are not subject to the dockless shared mobility device program requirements set forth herein.
2. No dockless shared mobility device program shall be relieved of any responsibility for compliance with the provisions of this chapter, regardless of whether the dockless shared mobility device program operator pays salary, wages, or any other form of compensation.

(Ord. 22-7)

19.28.02. Requirements for Operating a Dockless Shared Mobility Device Program.

1. No person shall permit a dockless shared mobility device owned or controlled by such person to be in service for hire upon the streets of Saratoga Springs unless such person is authorized to do so under a business license obtained from the City.
2. No person may operate a dockless shared mobility device program in the City unless the person is authorized to do so under a business license obtained from the City.
3. Each dockless shared mobility device program operator shall pay to the City the applicable business licensing fees as set forth by the City Council contained in the Saratoga Springs Code and as further described in the Saratoga Springs fee schedule.
4. Insurance:
 - a. Each dockless shared mobility device program operator shall provide, concurrent with the execution of this Agreement:
 - i. A comprehensive general liability insurance policy covering business operations with minimum limits of \$1,000,000 per occurrence with a \$5,000,000 general aggregate;
 - ii. Automobile insurance coverage with a limit of at least \$1,000,000 each occurrence and \$1,000,000 aggregate;

- iii. Umbrella or excess liability coverage with a limit of at least \$5,000,000 each occurrence and \$5,000,000 aggregate or sufficient general liability insurance to satisfy the excess liability coverage requirement; and
 - iv. Workers' compensation insurance in an amount no less than required by law.
5. A current certificate of insurance, approved by the City Attorney, must be kept on file with the City Recorder verifying such continuing coverage and naming the City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance. The certificate shall contain a special endorsement to the effect that the City will be notified at least thirty (30) days prior to cancellation or reduction in the limits. The City requires continuous coverage. Cancellation of insurance will result in the automatic suspension of the dockless shared mobility device program operator's ability to operate until the shared mobility device program operator provides proof of coverage in the amounts and manner specified above.
6. Indemnification: Each dockless shared mobility device program operator shall indemnify, save harmless, and defend the City, its agents and employees, from all claims, liens, damages, demands, actions, costs, and charges, including attorney fees, arising out of negligent, reckless or intentional acts, errors or omissions of the dockless shared mobility device program operator, its officers, employees, and agents. If the City's tender of defense, based upon this indemnity provision, is rejected by the dockless shared mobility device program operator, and the dockless shared mobility device program operator is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, the dockless shared mobility device program operator shall pay the City's reasonable costs, expenses, and attorney fees incurred in proving such indemnification, defending itself, or enforcing this provision. The dockless shared mobility device program operator shall not be liable for claims, demands, costs, losses, or damages that arise out of the City's negligence or willful misconduct.
7. Data Sharing: Dockless shared mobility device program operators will share data with the City in accordance with the requirements set forth in Utah Code, in City Code, and in any applicable state or local regulations.

(Ord. 22-7)

19.28.03. Dockless Shared Mobility Devices – Equipment Required.

1. Dockless shared mobility device program operators will comply with all applicable safety standards established by federal, state, or City law;
2. Bicycles, electric bicycles and motor assisted scooters operated as dockless shared mobility devices will comply with the most recent applicable safety standards promulgated by the City.
3. All dockless shared mobility devices will be equipped with both a primary and a secondary braking mechanism.

4. All dockless shared mobility devices will be equipped with a bell or other audible signal device used to alert pedestrians to the presence of the dockless shared mobility device.
5. All dockless shared mobility devices will be equipped with Global Positioning Satellite ("GPS") systems.
6. All dockless shared mobility devices will be regularly inspected and maintained at least every thirty (30) days by the dockless shared mobility device program operator.
7. Dockless shared mobility device program operators must be able to remotely render inoperable any dockless shared mobility device that has been reported as being damaged or defective.
8. Dockless shared mobility device program operators shall provide the City with a list individually identifying all dockless shared mobility devices.
9. All dockless shared mobility devices must have an identification number prominently displayed on such device.
10. A dockless shared mobility device program operator shall prominently display dockless shared mobility device program operator's contact information, including a toll-free phone number and an email address, on each dockless shared mobility device deployed within the City.

(Ord. 22-7)

19.28.04. Dockless Shared Mobility Device Program – Operating Requirements.

1. Deployment of Dockless Shared Mobility Devices:
 - a. A dockless shared mobility device program operator may deploy dockless shared mobility devices in any commercial zone or where a UTA bus stop is located.
2. Parked Dockless Shared Mobility Devices:
 - a. Dockless shared mobility devices may not be temporarily placed or left in the following areas in such a way as to impede the normal operation of such areas or the free flow of pedestrians and traffic:
 - i. Any multi-use path;
 - ii. Any vehicle travel lane;
 - iii. Any vehicle parking space;
 - iv. Anywhere that impedes safe access to or egress from a UTA bus;
 - v. Within fifteen (15) feet of any building access or egress, including driveways;
 - vi. Within thirty (30) feet of any ADA ramp or access of any kind;
 - vii. Anywhere that impedes the use of an existing docking station or corral for motor assisted scooters or other mobility devices.
 - viii. Anywhere that impedes snow or garbage removal activity.
 - ix. Any areas in which leaving a shared mobility device is prohibited pursuant to regulations promulgated by the City.
3. Dockless shared mobility devices may not be parked in an undocked status in any of the following locations:

- a. Within ten (10) feet of any Utah Transit Authority bus stop sign;
 - b. Within fifteen (15) feet of any traffic signal pole;
 - c. Within fifteen (15) feet of any utility box or other utility structures.
4. The City may impound the improperly parked dockless shared mobility devices within the public right-of-way at the dockless shared mobility device program operator's expense.

(Ord. 22-7)

19.28.05. Violations - Dockless Shared Mobility Device Program Operators.

1. Violations of this chapter shall be addressed pursuant to the processes and penalties set forth in the Saratoga Springs Code.
2. Dockless shared mobility device program operators shall work with the City, including the Department and the Saratoga Springs Police Department to facilitate enforcement of this chapter with the most advanced and appropriate available technology. Such enforcement efforts will include facilitating the enforcement of permanent, semi-permanent, and temporary no-ride zones designated by the City.

(Ord. 22-7)

19.28.06. Contract-Based System for Providing Dockless Shared Mobility Device Program Services.

1. The City shall adopt a contract-based system to govern the provision of dockless shared mobility device program services within the City.
2. If the City hereby adopts a contract-based system for provision of dockless shared mobility device programs, then only dockless shared mobility device program operators selected pursuant to a competitive request for proposals (RFP) process and who have entered into a department contract, may operate a dockless shared mobility device program upon Saratoga Springs streets.
3. The City Council shall determine the number of dockless shared mobility device program operators that shall be awarded a department contract.
4. The City Council shall determine the total number of dockless shared mobility devices authorized to operate in the City under all such department contracts.
5. Department Contracts between the City and any selected dockless shared mobility device program operators may contain additional requirements and restrictions beyond those set forth in the Saratoga Springs Code.

(Ord. 22-7)