



Administrative Rules Board
AGENDA
Thursday, June 13, 2024, 10:30 a.m.
Administrative Headquarters 2079 E. Ninth Street,
4th Floor – Committee Room B

1. CALL TO ORDER
2. ROLL CALL BY CLERK
3. APPROVAL OF PRIOR MEETING MINUTES
4. PUBLIC COMMENT RELATED TO THE AGENDA
5. ITEMS FOR ADOPTION UNDER WAIVER OF TWO-READING RULE

RESOLUTION NO.	REQUESTING ENTITY	RULE TITLE	ACTION
ARB2024-0002	Cuyahoga County Department of Human Resources	Overpayment Recoupment Policy	Adopt permanent rule
ARB2024-0003	Cuyahoga County Department of Sustainability	Bicycle and Scooter Share Licensing	Amend permanent rule

6. MISCELLANEOUS BUSINESS
7. PUBLIC COMMENT UNRELATED TO THE AGENDA
8. ADJOURNMENT

**Cuyahoga County Department of
Human Resources**
Overpayment Recoupment Policy



Effective Date: , 2024

Employee Overpayment Recoupment Policy

Purpose: This Policy sets forth the process by which Cuyahoga County may attempt to recoup overpayments made to current employees who are, or former employees who were, subject to Section 6.04 of the Cuyahoga County Employee Handbook (Employee Handbook).¹ If such an overpayment has been identified by the Department of Internal Audit (IA), the Agency of Inspector General (IG), the Department of Human Resources (HR), or the Auditor of State (Auditor), the Department of Human Resources (HR) and the Law Department shall adhere to the following process:

Step 1: The Director of HR Employee Services shall notify the Director of HR Employee & Labor Relations and the Law Department of the overpayment.

The Director of HR Employee Services shall provide the Director of HR Employee & Labor Relations, as well as the Law Department (via submitting a request through the Matrix portal), with the name of the overpaid current or former employee and the amount of the overpayment(s). The Director of HR Employee & Labor Relations shall then determine whether the overpaid individual is a current or former employee. If the overpaid individual is a current employee, the Director of HR Employee & Labor Relations shall also determine the employee's bargaining status and the name of the authorized representative for the bargaining unit (union representative), if applicable. Once the Director of HR Employee & Labor Relations has gathered this information, the Director shall provide that information to the Director of HR Employee Services, who shall forward that information to the HR Manager, Time and Attendance.

Step 2: Time and Attendance /Payroll gathers and sends details of the overpayment to the Director of HR Employee & Labor Relations and the Director of HR Employee Services.

Upon receipt of the above information, the HR Manager, Time and Attendance shall create a subfile for the overpayment in the HR Shared Drive at the following location: **\\exdcvfps01\Dept\hr-all\Overpayment Recoupment Efforts**. In addition, the HR Manager shall assign a Time and Attendance Administrator or Payroll Officer to the matter.

The assigned Time and Attendance Administrator or Payroll Officer shall then confirm the specific dates of the pay period(s) during which the current or former employee was overpaid, as well as

¹ The recoupment process set forth herein also applies to former employees who separated from the County before the overpayment language set forth in Section 6.04 was incorporated into the Employee Handbook.

the complete amount of the overpayment.² The complete amount of the overpayment is the difference between the gross amount paid and the gross amount that was due to the employee.

Once the assigned Time and Attendance Administrator or Payroll Officer confirms this information, they shall email the overpayment information, together with documentation of the overpayment (i.e., screen shots of electronic time sheets, paid leave balances, leave donation records, paystubs, etc.), to the Director of HR Employee & Labor Relations and the Director of HR Employee Services. In addition, the HR Manager, Time and Attendance shall be copied on the communication.

Step 3: HR notifies the current or former employee of the overpayment.³

A. Current Employees

Upon receipt of the overpayment information and documentation from the assigned Time and Attendance Administrator or Payroll Officer, the Director of HR Employee & Labor Relations shall proceed as follows:

For Current Bargaining Employees:

- The Director of HR Employee & Labor Relations shall save the overpayment information and associated documentation to the applicable shared subfile and upload them to the Matrix matter.
- Thereafter, the Director of HR Employee & Labor Relations shall assign an Employee & Labor Relations Specialist (ELR Specialist) to send an Initial Notice of Overpayment to the employee via email.⁴ The ELR Specialist shall copy the authorized representative for the employee's bargaining unit (union representative), as well as the Assistant Law Director assigned to the Matrix matter.
- If the employee does not respond to the email, the ELR Specialist shall deliver the Initial Notice of Overpayment to the employee via alternative means (i.e., hand delivery at job site, via U.S. mail, etc.).

² If the Time and Attendance Administrator or Payroll Officer believes that the overpayment amount identified by the IA, IG, or Auditor is not correct, they shall send the matter to the Director of HR Employee Services for review. If the Director of HR Employee Services disagrees, the Director shall advise the Time and Attendance Administrator or Payroll Officer to confirm the amount identified by the IA, IG, or Auditor. If, however, the Director agrees that the overpayment amount identified by the IA, IG, or Auditor is not correct, the Director of HR Employee Services shall notify the IA, IG, or Auditor of the discrepancy and propose a modified overpayment amount with supporting documentation. HR should not take any additional action to collect the overpayment until the Director receives written confirmation from the IA, IG, or Auditor agreeing that the modified overpayment amount is correct.

³ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or former employee, or other documentation related to Step 2, shall be saved to the applicable shared subfile.

⁴ The Initial Notice of Overpayment for bargaining employees is attached to this Policy as Exhibit 1.

- Once the ELR Specialist confirms that the employee received the Initial Notice of Overpayment, the ELR Specialist shall attempt to meet with the employee and/or the union representative to discuss repayment options.
 - If the employee refuses to meet, the ELR Specialist shall proceed to Step 4C-1 below.
 - If the employee and/or the union representative meets with the ELR Specialist and subsequently:
 - Agrees to repay the overpayment in one (1) lump sum via one (1) payroll deduction on a specific date, the ELR Specialist shall proceed to Step 4A-1 below; or
 - Agrees to negotiate a repayment plan, the ELR Specialist shall proceed to Step 4B-1 below; or
 - Refuses to pay (under a repayment plan or otherwise), the ELR Specialist shall proceed to Step 4C-1 below.

For Current Non-Bargaining Employees

- The Director of HR Employee & Labor Relations shall save the overpayment information and associated documentation to the applicable shared subfile and upload them to the Matrix matter.
- The Director of HR Employee & Labor Relations shall assign an ELR Specialist to send an Initial Notice of Overpayment to the employee via email.⁵ The ELR Specialist shall copy the Assistant Law Director assigned to the Matrix matter.
- If the employee does not respond to the email, the ELR Specialist shall deliver the Initial Notice of Overpayment to the employee via alternative means (i.e., hand delivery at job site, via U.S. mail, etc.).
- Once the ELR Specialist confirms that the employee received the Initial Notice of Overpayment, the ELR Specialist shall attempt to meet with the employee to discuss repayment options.
 - If the employee refuses to meet, the ELR Specialist shall proceed to Step 4C-1 below.
 - If the employee meets with the ELR Specialist and subsequently:

⁵ The Initial Notice of Overpayment for non-bargaining employees is attached to this Policy as Exhibit 2.

- Agrees to repay the overpayment in one (1) lump sum and via one (1) payroll deduction on a specific date, the ELR Specialist shall proceed to Step 4A-1 below; or
- Agrees to negotiate a repayment plan, the ELR Specialist shall proceed to Step 4B-1 below; or
- Refuses to pay (under a repayment plan or otherwise), the ELR Specialist shall proceed to Step 4C-1 below.

B. Former Employees

Upon receipt of the overpayment information and documentation from the assigned Time and Attendance Administrator or Payroll Officer, the Director of HR Employee Services shall proceed as follows:

- The Director of HR Employee Services shall save the email containing the overpayment information and documentation in the applicable shared subfile.
- The Director of HR Employee Services or assigned designee shall send a Notice of Overpayment letter, together with documentation of the overpayment, to the former employee via USPS certified mail. The Director of HR Employee & Labor Relations and the Assistant Law Director assigned to the Matrix matter shall be copied on Notice of Overpayment.⁶
 - If the former employee cannot be reached and/or does not respond, then the Director of HR Employee Services shall proceed to Step 4C-2 below.⁷
 - If the former employee contacts the Director of HR Employee Services or assigned designee and subsequently:
 - Agrees to repay the overpayment in one (1) lump sum on a specific date, then the Director of HR Employee Services shall proceed to Step 4A-2 below; or
 - Agrees to negotiate a repayment plan, then the Director of HR Employee Services shall proceed to Step 4B-2 below; or
 - Refuses to pay (under a repayment plan or otherwise), then the Director of HR Employee Services shall proceed to step 4C-2 below.

⁶ The Notice of Overpayment letter for former employees is attached to this Policy as Exhibit 3.

⁷ HR will save scanned copies or pictures of certified receipts and “return to sender” notifications in the applicable shared subfile and in accordance with the retention schedule.

Step 4A: The current or former employee agrees to repay the overpayment in one (1) lump sum.⁸

1. Current Employees

If a current employee agrees to repay the complete amount of the overpayment in one (1) lump sum via one (1) payroll deduction on a specific date, the ELR Specialist shall proceed as follows:

For Current Bargaining Employees:

- The ELR Specialist shall notify the assigned Time and Attendance Administrator or Payroll Officer via email that the employee has agreed to repay the complete amount of the overpayment in one (1) lump sum. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon repayment date for payroll deduction; and
 - Signature line(s) with a date.⁹
- Once prepared, the assigned Time and Attendance Administrator or Payroll Officer shall save a copy of the Repayment Agreement in the applicable shared subfile and email it to the assigned ELR Specialist, copying the Director of HR Employee & Labor Relations, the Director of HR Employee Services, and the HR Manager, Time and Attendance.
- Upon receipt, the ELR Specialist shall arrange for the employee and union representative to sign and return the Repayment Agreement.
- Once the employee and union representative sign and return the Repayment Agreement, the ELR Specialist shall forward it to the Director of Human Resources, Chief Human Resources Officer for approval and signature.
- Once the Repayment Agreement is fully executed by the employee, union representative, and Director of Human Resources, Chief Human Resources Officer, the ELR Specialist shall save a copy of it in the applicable shared subfile and send a copy to the employee, the

⁸ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or the former employee, or other documentation related to Step 4A, shall be saved in the applicable shared subfile.

⁹ The standard Repayment Agreement form is attached to this Policy as Exhibit 4.

union representative, and the Law Department (by uploading the signed Repayment Agreement to the applicable Matrix matter). In addition, the ELR Specialist shall forward the fully executed Repayment Agreement to the HR Manager, Time and Attendance, as well as the assigned Time and Attendance Administrator or Payroll Officer.

- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall set up the agreed-upon payroll deduction in accordance with the Repayment Agreement.

For Current Non-Bargaining Employees:

- The ELR Specialist shall notify the assigned Time and Attendance Administrator or Payroll Officer via email that the employee has agreed to repay the full amount of the overpayment in one (1) lump sum. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon repayment date for payroll deduction; and
 - Signature line(s) with a date.
- Once prepared, the assigned Time and Attendance Administrator or Payroll Officer shall save a copy of the Repayment Agreement in the applicable shared subfile and email it to the assigned ELR Specialist, copying the Director of HR Employee & Labor Relations, the Director of HR Employee Services, and the HR Manager, Time and Attendance.
- Upon receipt, the ELR Specialist shall arrange for the employee to sign and return the Repayment Agreement.
- Once the employee signs and returns the Repayment Agreement, the ELR Specialist shall forward it to the Director of Human Resources, Chief Human Resources Officer for approval and signature.
- Once the Repayment Agreement is fully executed by the employee and the Director of Human Resources, Chief Human Resources Officer, the ELR Specialist shall save a copy of it in the applicable shared subfile and send a copy to the employee and the Law Department (by uploading the signed Repayment Agreement to the applicable Matrix matter). In addition, the ELR Specialist shall forward the fully executed Repayment Agreement to the HR Manager, Time and Attendance, as well as the assigned Time and Attendance Administrator or Payroll Officer.

- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall set up the agreed-upon payroll deduction in accordance with the Repayment Agreement.

2. Former Employees

If a former employee agrees to repay the full amount of the overpayment in one (1) lump sum, the Director of HR Employee Services or assigned designee shall proceed as follows:

- The Director of HR Employee Services shall notify the assigned Time and Attendance Administrator or Payroll Officer via email that the former employee has agreed to repay the full amount of the overpayment in one (1) lump sum. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the former employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon repayment date and method; and
 - Signature line(s) with a date.
- Once prepared, the assigned Time and Attendance Administrator or Payroll Officer shall save a copy of the Repayment Agreement in the applicable shared subfile and email it to the Director of HR Employee Services and HR Manager, Time and Attendance.
- Upon receipt, the Director of HR Employee Services shall arrange for the former employee to sign and return the Repayment Agreement.
- Once the former employee signs and returns the Repayment Agreement, the Director of HR Employee Services shall forward the Repayment Agreement to the Director of Human Resources, Chief Human Resources Officer for approval and signature.
- Once the Repayment Agreement is fully executed by the former employee and the Director of Human Resources, Chief Human Resources Officer, the Director of HR Employee Services shall save a copy of it in the applicable shared subfile and send a copy to the former employee and the Law Department (by uploading the signed Repayment Agreement to the applicable Matrix matter).
- In addition, the Director of HR Employee Services shall coordinate with the former employee and the Fiscal Office to collect and process the repayment.

Step 4B: The current or former employee agrees to repay the overpayment under a repayment plan, the terms of which are set forth in the Repayment Agreement.¹⁰

1. Current Employees

For Current Bargaining Employees:

- If a current bargaining employee and the union representative agree to repayment over time and via multiple payroll deductions (as opposed to one (1) lump sum), the ELR Specialist, with assistance from Assistant Law Director assigned to the Matrix matter, shall negotiate a repayment plan for the entire amount of the overpayment.
- The ELR Specialist shall send the assigned Time and Attendance Administrator or Payroll Officer the terms of the agreed-upon repayment plan. The HR Manager, Time and Attendance shall be copied on that communication, as well as the Assistant Law Director assigned to the matter.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon terms for repayment (i.e., the dates and amounts of the payroll deductions); and
 - Signature line(s) with a date.
- Once prepared, the Repayment Agreement shall be executed and processed in accordance with Step 4A-1, above.

For Current Non-Bargaining Employees:

- If a current non-bargaining employee agrees to repayment over time and in installments (as opposed to in one (1) lump sum), the ELR Specialist, with assistance from the Law Department, shall negotiate a repayment plan for the entire amount of the overpayment.
- The ELR Specialist shall send the assigned Time and Attendance Administrator or Payroll Officer the terms of the agreed-upon repayment plan. The HR Manager, Time and Attendance shall be copied on that communication, as well as the Assistant Law Director assigned to the Matrix matter.

¹⁰ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or the former employee, or other documentation related to Step 4-B, shall be saved to the applicable shared subfile.

- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon terms for repayment and designated payroll deductions; and
 - Signature line(s) with a date.
- Once prepared, the Repayment Agreement shall be executed and processed in accordance with Step 4A-1, above.

2. Former Employees

- If a former employee agrees to repayment over time and in installments (as opposed to in one (1) lump sum), the Director of HR Employee Services or assigned designee, with assistance from the Law Department, shall negotiate a repayment plan for the entire amount of the overpayment.
- The Director of HR Employee Services shall send the assigned Time and Attendance Administrator or Payroll Officer the terms of the agreed-upon repayment plan. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the former employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon terms and method of repayment; and
 - Signature line(s) with a date.
- Once prepared, the Repayment Agreement shall be executed and processed in accordance with Step 4A-2, above.

Step 4C: If HR is unable to secure a Repayment Agreement with a current or former employee, HR shall refer the matter to the Law Department.¹¹

1. Current Employees

For Current Bargaining Employees:

- If a current bargaining employee (a) does not respond to the Initial Notice of Overpayment within a reasonable period of time (as stated in the Notice), (b) refuses to meet, or (c) refuses to pay (under the terms of a repayment plan or otherwise), the ELR Specialist shall document the facts and upload such documentation to the applicable shared subfile.
- In addition, the ELR Specialist shall advise the employee and union representative that the matter will be referred to the Cuyahoga County Law Department.
- The ELR Specialist shall then upload the information and documents saved in the shared subfile to the applicable Matrix matter. The ELR Specialist shall also notify the Assistant Law Director assigned to the Matrix matter via email that HR was unable to secure a Repayment Agreement.

For Current Non-Bargaining Employees:

- If a current non-bargaining employee (a) does not respond to the Initial Notice of Overpayment within a reasonable period of time (as stated in the Notice), (b) refuses to meet, or (c) refuses to pay (under the terms of a repayment plan or otherwise), the ELR Specialist shall document the facts and upload such documentation to the applicable shared file folder.
- In addition, the ELR Specialist shall advise the employee that the matter will be referred to the Cuyahoga County Law Department.
- The ELR Specialist shall then refer the matter to the Law Department (by uploading the information and documents saved in the shared subfile to the Matrix matter). The ELR Specialist shall also notify the Assistant Law Director assigned to the Matrix matter via email that HR was unable to secure a Repayment Agreement.

2. Former Employees

- If the Notice of Overpayment that is sent via certified mail to a former employee is (a) “returned to sender,” (b) confirmed received but is not replied to within a reasonable period of time (as stated in the Notice), or (c) is replied to but the former employee refuses to pay (under the terms of a repayment plan or otherwise), then the Director

¹¹ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or the former employee, or other documentation related to Step 4C, shall be saved to the applicable shared subfile.

of HR Employee Services shall document the facts and upload such documentation to the applicable shared subfile.

- In addition, the Director of HR Employee Services shall refer the matter to the Law Department (by uploading the information and documents in the shared subfile to the applicable Matrix matter).

Step 5: The Law Department shall refer the matter to the Cuyahoga County Prosecutor's Office

When an overpayment matter is referred to the Law Department because (1) a current employee refuses to meet or to repay the overpayment, or (2) a former employee cannot be reached, has not responded to HR, and/or refuses to meet or repay the overpayment, the Law Department shall proceed as follows:

Refer the matter to the Cuyahoga County Prosecutor's Office and request that a letter is sent to the current or former employee, copying the Law Department, the Director of HR Employee Services and the Director of HR Employee & Labor Relations. The letter will include a demand for repayment and any prior correspondence.

- If letters from the Prosecutor's Office succeed in eliciting a favorable response (i.e., a willingness to repay), the Prosecutor's Officer shall proceed as follows:
 - For current employees, the Prosecutor's Office shall refer the matter to the Director of HR Employee & Labor Relations to proceed in accordance with Step 4A-1 or 4B-1, above.
 - For former employees, the Prosecutor's Office shall refer the matter to the Director of HR Employee Services to proceed in accordance with Step 4A-2 or 4B-2, above.
- If letters from the Prosecutor's Office do not succeed in eliciting a favorable response, the Prosecutor's Office shall proceed in accordance with Step 6, below.

Step 6: The Prosecutor's Office, the Law Department, HR, and the Fiscal Office shall perform a cost-benefit analysis to determine if legislation should be submitted to write off the debt, or if the County should pursue other methods to collect the debt.

If letters from the Prosecutor's Office do not succeed in eliciting a favorable response, then the Prosecutor's Office, in consultation with the Law Department, HR, and the Fiscal Office or designee, performs a cost-benefit analysis to determine whether the County Executive and Fiscal Officer should submit legislation to County Council to write off the debt, or whether prosecution under Ohio Revised Code Section 309.12, the hiring of a debt collector, or "self-help" measures would be in the best interest of the County.

**Cuyahoga County Department of
Sustainability**
Bike and Scooter Share Licensing

CUYAHOGA COUNTY RULES FOR RECEIVING A BICYCLE AND SCOOTER SHARE VENDOR'S LICENSE

BICYCLE AND SCOOTER SHARE LICENSE

1. Definitions:

“Bicycle and Scooter Share” means a transportation program that allows users to rent bicycles, scooters, and other modes of transportation, as approved by the County, within the County for point-to-point trips.

“Bicycle and Scooter Share Fleet” means a specially designed, sturdy and durable group of bicycles (including electric bicycles), electric scooters, and other modes of transportation, as approved by the County, that operate together under the same ownership.

“Bicycle and Scooter Preferred Parking Location” means locations designated by the County where users can park a bicycle, scooter, or other mode of transportation and receive an incentive as determined by the Operator and approved by the County.

“Business days” means days on which the offices of Cuyahoga County are not authorized to be closed for business.

“Director” means the Director of the Cuyahoga County Department of Sustainability.

“Right-of-Way” has the same meaning as in local and state law, but generally refers to the area on, below, and above an existing or proposed public roadway, highway, street, bicycle lane or sidewalk, planting strip, and associated adjacent land, in which the municipalities within the County have a property interest, whether by easement or fee and regardless of how acquired or established, for public travel and utility purposes. For purposes of this License, “Right-of-Way” shall not include property held or acquired primarily for the purpose of the movement of public transit vehicles, including railroad right-of-way.

“Participating community” means a municipality that has an effective memorandum of understanding (MOU) with Cuyahoga County for shared mobility operations.

2. Term. This License shall expire three years from the Issue Date. A license must be renewed in order for operations to continue after any three-year term. Operator must remove the Bicycle and Scooter Share Fleet within 30 days after the expiration the License.

3. Payment. The cost of this License shall be \$7,500.00 to be paid to the County on an annual basis, with a \$0.20 per-trip fee to be paid to the County on a quarterly basis. The County may instruct Operator to pay the \$0.20 per-trip fee directly to the participating community for all Bicycle and Scooter Share trips that originated in the participating community. The \$0.20 per-trip fee shall not be charged by the County for trips that originate in a municipality that charges a per-trip fee to the Operator of a Bicycle and Scooter Share Fleet.

4. Regulation. Operator must at all times be compliant with the Cuyahoga County Bicycle and Scooter Share Requirements in **Exhibit A**, attached and made a part of this

License, in addition to any permit requirements by the City of Cleveland when operating within the City of Cleveland.

5. Filing and Availability of Information. Operator shall file with the County, and keep current, the following information:

- a. The name, address, telephone number, fax number and e-mail address of a local representative(s). A local representative shall be available during normal business hours.
- b. Information regarding how to contact the Operator, or the Operator's designee, in an emergency.
- c. Name, address, telephone number, and e-mail address of all contractors authorized to work on Operator's behalf. The Operator shall be liable to the County for any and all work performed on the Operator's behalf in connection with this License.

Operator shall file changes or additions to the above required information within ten (10) business days following the date on which Operator has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.

Operator shall prepare and maintain maps of Bicycle and Scooter Preferred Parking Locations utilized by Operator and shall submit copies of the maps to the County within ten (10) business days of the County requesting same.

6. Indemnification. Operator hereby indemnifies, defends and holds harmless the County, any municipality it operates in within the County, and any entity with a rebalancing location on its private property, and their respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Operator, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Operator under any terms or provisions of this License.

7. No Indemnity by County. Operator acknowledges that, as a political subdivision of the State of Ohio, neither the County nor any municipality it is operating in within the County is permitted to indemnify any person or entity. Operator agrees that no provision of this License or any other contract or agreement between Operator and the County may be interpreted to obligate the County to indemnify or defend Operator or any other party.

8. Insurance.

a. Operator shall submit with this License proof of the following insurance, to be maintained through the Term of this License:

- i. **Commercial General Liability**, with limits of liability not less than:
 - \$1,000,000 each occurrence bodily injury & property damage;
 - \$1,000,000 personal & advertising injury;
 - \$1,000,000 general aggregate;

- \$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

ii. Business Automobile Liability Insurance, covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident. Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Neither the Operator nor any of its contractors shall commence any Bicycle and Scooter Share services in connection with this License until all of the foregoing types of insurance has been approved by the County.

b. Miscellaneous Insurance Requirements.

i. The insurance policies of the Operator required for this License, shall meet all of the following:

A. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance, or Cyber Risk Insurance.

B. Contain a waiver of subrogation provision wherein the insurer(s) waive(s) all rights of recovery against the County.

C. Be primary and not in excess or contingent on any other basis.

D. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

- "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability": and/or
- "Waiver of subrogation in favor of the County."

ii. The insurance required for this License shall be provided by insurance carrier(s) licensed to transact business and write insurance in the State of Ohio with a minimum A.M. Best's rating of A- VII.

iii. The terms of this License shall be controlling and shall not be limited by any insurance policy provision.

iv. These insurance provisions shall not affect or limit the liability of Operator stated elsewhere in this License or as provided by law.

v. Operator shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this License.

vi. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this License.

vii. Operator shall provide evidence that Worker's Compensation Insurance, as required by the State of Ohio, is in full force and effect. If Operator has employees working outside of Ohio, Operator shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.

viii. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this License.

9. License Subject to Exercise of Police Powers. All right and privileges granted herein are subject to the police powers of the County and all municipalities within the County and its right to make laws and regulations.

10. Non-Exclusivity. This License does not give the Operator an exclusive right to operate a Bicycle and Scooter Share program in the County. The County reserves the right to limit the number of Bicycle and Scooter Share programs within the County. Each municipality within the County reserves the right to exclude Bicycle and Scooter Share programs within their municipalities or come up with their own Licensing schemes.

11. Termination. The County may terminate this License for its convenience and without cause, effective thirty (30) days after the Operator receives notice from the County. If the Director of Sustainability finds that the Operator has violated a term of this License, the Director will notify the Operator in writing of the violation and the Operator will have fifteen (15) business days to cure the violation or provide a timeline by which it will cure the violation. If the Operator does not cure the violation within fifteen (15) business days or by the timeline it provided, then the Director may immediately terminate this License. If the Director determines in his/her sole discretion that the violation has any effect on the safety of the Operator's customers, the Director may require the Operator to remotely disable its entire Bicycle and Scooter Share Fleet until the violation has been cured. If the County terminates this License, Operator must remove their entire Bicycle and Scooter Share Fleet from the right-of-way within 30 days, unless a different time-period is determined by the County. Any bicycle or scooter that remains in the right-of-way after that time-period is subject to removal by the County or the municipality where it is found.

12. Adherence to Bicycle and Scooter Share License Requirements. The Operator shall abide by all terms as outlined in the County's Bicycle and Scooter License Requirements, attached hereto as **Exhibit A**.

13. Notices. Wherever one party is required or permitted to give notice to the other pursuant to this License, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County: Cuyahoga County Department of Sustainability
2079 East 9th Street, 8th Floor
Cleveland, Ohio 44115

In the case of Operator: _____

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

15. Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

16. Survival of Terms. Termination or expiration of this License for any reason shall not release Operator from any liabilities or obligations set forth in this License which (i) it has expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

17. Record Audit Retention. Operator agrees to make all pertinent contractual books and records and other documents pertaining to this License available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this License and for a period of two (2) years from the expiration date or final payment under this License, whichever is later; provided however, that should Operator be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

18. Governing Law and Jurisdiction. This License shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this License, and each party consents to the exclusive jurisdiction of such courts. Operator hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

19. Assignment. Operator shall not assign, transfer, convey or otherwise dispose of this License, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this License without approval of the County.

20. Anti-Discrimination. Operator agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this License. It shall be the policy of Operator to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with Operator, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Operator to enter into any particular agreements.

21. No Apparent Authority/Proper Approvals. Operator recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority

to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

22. ELECTRONIC SIGNATURE. OPERATOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL LICENSE DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. OPERATOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY. License Subject to Additional or Altered Conditions.

23. Evidence of License. The County reserves the right to require the Operator to place a decal on a visible location on each bicycle and scooter as evidence of their license. The design of the decal will be at the sole discretion of the County and will be provided to the Operator at no charge.

24. Agreement with and Acceptance of Terms. By accepting this License and exercising the right granted herein, the Operator agrees to and is hereby bound by the terms of the License including, without limitation, **Exhibit A** attached hereto.

Exhibit A

Cuyahoga County Bicycle and Scooter Share Requirements

Safety Requirements

1. All bicycles used in systems issued a License under this program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, Licensed systems shall meet the safety standards outlined in by the International Organization of Standardization.
2. Any Licensed electric bicycles under this program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles (described above). This means, among other requirements, that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Additionally, Cuyahoga County (the “County”) may terminate any License issued under this pilot program if the battery or motor on an electric bicycle or scooter is determined by the County to be unsafe for public use.
3. All bicycles and scooters shall meet the Ohio Revised Code requirements for lights during hours of darkness, described in ORC 4511.56, and all other applicable requirements of state law.
4. The maximum motor-assist speed of all shared mobility devices shall be set by the City of Cleveland’s Rules and Regulations.
5. Every bicycle and scooter shall have a unique identifier that is clearly displayed and visible to the user on the bicycle, along with the permittee’s logo and 24-hour customer service phone number. This information shall also be displayed in braille, as per Specification 800 of “Braille Books and Pamphlets” from the National Library Service for the Blind and Physically Handicapped of the Library of Congress.

Maintenance Requirements

1. Operator shall continuously maintain throughout the entire term of the License the insurance coverage and limits of liability as outlined in the Bicycle and Scooter Share License at no expense to the County.
2. Prior to the License being issued, Operator shall sign and record an agreement indemnifying and holding harmless the County as outlined in the License Application.
3. Operator shall have staffed operations located within Cuyahoga County for maintenance and rebalancing efforts.
4. Operator shall provide the County with a direct contact for staff that are capable of rebalancing and relocating improperly parked bicycles and scooters.
5. Operator shall have a plan to encourage users to return Bicycles and Scooters to preferred parking locations.

6. Operator shall have a 24-hour customer service phone number for customers to report safety concerns, maintenance issues, complaints, or ask questions.
7. Operator shall remove any inoperable or unsafe bicycle or scooter from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity and shall be repaired before placing the bicycle or scooter back into service. Operator must be able to remotely disable an individual bicycle or scooter upon notice of an issue with the bicycle or scooter that makes it unfit for normal use.
 - a. The County or any of the municipalities within the County may remove bicycles or scooters from the right-of-way if it interferes with pedestrian or vehicular traffic or if the bicycle impedes or obstructs the right-of-way.
 - b. The County or any of the municipalities within the County may, without prior notice, remove bicycles or scooters from the right-of-way if an emergency arises. In such instances, the County or municipality will attempt to notify the Operator as soon as reasonably practicable thereafter.
8. The County or any of the municipalities within the County may inform the Operator of a special event (marathons, parades, film shoots, etc.), at least seven days in advance of the event, and Operator shall follow device restriction instructions from the County or any of the municipalities within the area of the special event prior to and during the event. If the County or any of the municipalities within the County provides the Operator with notice of a calendar of events available online, this shall serve as notice on the Operator of any special event on that calendar that appears at least seven days before the event.
9. Operator shall have at a minimum 50 shared mobility devices that are placed and regularly rebalanced in any municipality that has an agreement with the County to allow Bicycle and Scooter Share operations. The Director of Sustainability may waive this requirement if the Operator (1) does not have a permit from the City of Cleveland and (2) will only operate outside of the City of Cleveland. The County will inform the Operator of which communities have agreements with the County and whether the communities have their own minimum and/or maximum fleet requirements. The Operator will work in good faith with the communities to determine the best locations for such rebalancing and the number of bicycles and scooters allowed at each rebalancing location.
10. The County shall periodically publish a map, made in coordination with any participating community, with rebalancing locations where Operators will need to deploy a minimum number of shared mobility devices on a regular basis.
11. All applicants to the License program shall include the fleet size with submission of this License. The Operator shall notify the County if they plan to change their fleet size two weeks before deployment.
12. Operator shall recharge all electric powered bicycles and scooters at least three times a week and inspect, maintain, and replace them on a regular basis.
13. Operator shall distribute shared mobility devices throughout the County in accordance with, as applicable:
 - a. the City of Cleveland's Rules and Regulations for such devices within the City of Cleveland;

- b. any plan specified in an MOU with a participating community; or
a plan submitted by the Operator with this License.
14. For purposes of maintaining, charging, inspecting, and/or rebalancing their Bicycle and Scooter Share Fleet, the Operator shall employ within their own company, or contract with a local entity, a workforce capable of discharging these duties. The Operator must pay its local workforce the mean hourly wage for Bicycle Repairers in the United States, as determined by the U.S. Bureau of Labor Statistics, but no less than \$15 dollars an hour. The Operator shall also use best efforts to work with a unionized staff. If the Operator employs independent contractors for charging their Bicycle and Scooter Share Fleet, and they are paid on a per bicycle or scooter basis, the Operator must show that the rate paid per bicycle or scooter reasonably equates to \$15 dollars an hour.
15. Operator shall promptly repark or remove any bicycle that is parked incorrectly in any part of the County outside of the City of Cleveland in a correct manner based on these times:
- a. 7am to 7pm seven days a week, not including holidays - within three hours of receiving notice;
- b. All other times – within 12 hours of receiving notice.
- The City of Cleveland requirements for removing incorrectly parked bicycles and scooters can be found in the City's Rules and Regulations.

Data Sharing Requirements

1. Operator shall maintain a record of maintenance of its Bicycle and Scooter Share Fleet, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be made available to the County, upon request.
2. Operator shall provide the County with the following data on a quarterly basis:
- Number of bicycles and scooters in circulation by participating municipality and throughout the County;
 - Daily, weekly, and monthly active riders by participating municipality and throughout the County;
 - Number of trips that began in each municipality in the County;
 - Number of trips that ended in each municipality in the County;
 - Bicycle and scooter usage, including total miles (daily/monthly/quarterly/annually);
 - Number and duration of rides/rider/day as well as rides/bike/day;
 - Monthly summary of bicycle and scooter distribution and GPS-based natural movement;
 - Customer comments/complaints and resolution, theft/vandalism, and average repair times;
 - Details of any safety incidents, including date and time, location, device IS, traveling path, and severity;

- Instances of illegal parking, including date and time of each parking complaint and the time to remedy the complaint;
 - Number of users and rides taken under low-income, non-smartphone, and non-credit card program offerings; and
 - Number of rides taken by home or billing zip code.
3. Operator shall provide the County with anonymized real-time data (information that is delivered immediately after collection) on the entire fleet, including the location of each bicycle and scooter in the fleet, upon request.
 4. Operator shall provide the County with raw data, that has not been pre-aggregated, about all trips taken during a specific timeframe, upon request.
 5. Operator should provide the County with data in the General Bikeshare Feed Specification and Mobility Data Specification (MDS) format whenever possible.
 6. Operator will not restrict the County's use of any data shared with the County under this section. The County may share data with any municipality that has an agreement with the County regarding Bicycle and Scooter Share operations, any entity that has a rebalancing location on its private property, or any governmental or quasi-governmental agency concerned with transportation in the County, including but not limited to the Northeast Ohio Areawide Coordinating Agency, the Ohio and U.S. Departments of Transportation, the Greater Cleveland Regional Transit Authority, and the Cleveland Metroparks.
 7. Operator shall make aggregated and anonymized trip data available to the public and other entities not affiliated with the Operator.
 8. All bicycles and scooters shall be equipped with GPS equipment and shall ping at a minimum of every 90 seconds while in use.
 9. Operator shall follow the Open Web Application Security Project ("OWASP") guidelines/testing best practices or equivalent industry best practices.
 10. Customers shall not be required to share personal data with 3rd parties in order to use the services.
 11. Customers must not be required to opt-in to providing access to their contacts, camera, photos, files, and other private data in order to use the services.
 12. Operator shall maintain all data for at least one year.
 13. The provisions of this section shall survive the termination of this License for three years.