Date: May 18, 2018

To: Honorable City Council
             c/o City Clerk, Room 395
             Attention: Honorable Mike Bonin, Chair, Transportation Committee

From: Seleta J. Reynolds, General Manager
             Department of Transportation

Subject: **DOCKLESS BIKE/SCOOTER SHARE PILOT PROGRAM (COUNCIL FILE #17-1125)**

SUMMARY

This report responds to direction from the Transportation Committee and Public Works and Gang Reduction Committee to develop Rules and Guidelines for Dockless Bicycles, Electric-assist bicycles, and Electric scooters. Over the last several weeks, LADOT has created a clear set of data standards, reviewed regulations across ten other cities in the US, and gathered feedback from companies operating dockless bikeshare and scooter companies.

RECOMMENDATIONS

1. RECEIVE and FILE report.
2. ADOPT On-demand Dockless Mobility Rules and Regulations
3. DIRECT LADOT to report back in 90 days with an update on the program.
4. AUTHORIZE Controller to establish a new account entitled "Dockless On-demand Mobility Program" within the Permit Parking Parking Program Revenue Fund 49C, Department 94 and authorize LADOT to:
    a. Accept payments for permit fees and administrative costs;
    b. Deposit those payments into a new Revenue Source Code entitled "Mobility Program" within Fund 49C
    c. Appropriate those deposited funds to the new account entitled " Dockless On-demand Mobility Program"

BACKGROUND

At the December 13, 2017 Transportation Committee and February 21, 2018 Public Works and Gang Reduction Committee meetings, Council instructed LADOT to develop rules and guidelines for dockless bike share and scooters. The City's interest is to incorporate new modes quickly and safely in this rapidly innovating space. Balancing the potential mobility benefits of these new modes with maintaining safety, quality, and order of the public right of way is paramount. Further, new modes should serve the city

equitably. These guidelines should be flexible and applicable to current and future innovations so that the city is not creating customized and ad hoc regulation for each new private mobility service. LADOT has reviewed guidelines produced by peer cities, conducted outreach with industry and community stakeholders, and consulted city leadership to develop rules and guidelines that seek to support new mobility and maintain the integrity of the public right of way.

Dockless systems can create many negative community consequences if not managed in a comprehensive manner. Recurring themes with these new modes of transportation include parking, fleet size, enforcement, safety, operations and maintenance, data, and equity. LADOT will monitor implementation and coordinate with the operators on a monthly basis to ensure they meet the city's operational and customer service expectations.

DISCUSSION

Based upon research of dockless bike and scooter trends, the Department proposes specific policy recommendations and guidelines for operation within the City. These guidelines are intended to support current deployment and a beta phase of expansion.

Over the last six months, LADOT staff engaged with a number of peer cities to learn about their experiences and garner best practices. LADOT participated in a bikeshare roundtable in the City of Austin with over 50 city representatives from across the nation on April 2-4. Topics covered included equity, regulating and managing dockless bike share, measuring equitable outcomes, and bike share data.

With the release of LADOT's 2016 Transportation Technology, *Urban Mobility in a Digital Age*, LADOT envisioned the need to manage mobility differently to prepare the City and our infrastructure for a future that will include autonomous vehicles and broad disruptions to transportation from private mobility companies and technology. The strategy is rooted in the idea of creating a new digital playbook for private companies to operate in Los Angeles that rests on clear data standards. This clarity allows the city a mechanism for less labor-intensive enforcement and gives companies predictable ground rules for operating in the city. For this reason, it is important to shift our thinking to a frame that continuously evolves, receiving data from the companies that are providing the new mobility services in real-time, and creating feedback loops that allow us to enforce, evaluate, and manage these new services in a way that allows us to achieve our goals for mobility, safety, and equity. Setting the right frame and expectations for data is important for how we manage all new programs, not just dockless bike share or scooter share.

Industry Engagement

On May 15, 2018, LADOT shared the draft rules and guidelines for the proposed program as well as a mobility data specification (see more info below) with the on-demand dockless mobility industry and completed 1-on-1 meetings with individual companies to share LADOT's perspective and to solicit feedback. At the time of the publishing of this report LADOT met with the following companies: Bird, JUMP, iMotor, Limebike, Spin, and Zagster.

Data, APIs, and Reporting

All operators are required to: provide real-time and historical information on their fleets through a documented Application Program Interface (API), adhere to the General Bike Share Feed Specification, provide access to anonymized data, and allow LADOT to use a third-party researcher for evaluation and enforcement of the permit. This will allow the City to conduct a large portion of enforcement and evaluation activities automatically, rather than using time and labor intensive methods.

In 2006, Google and TriMet, Portand's Transit Authority, collaborated on the real-time, General (formerly Google) Transit Feed Specification (GTFS). GFTS is the technology that enables Google Maps or similar applications to show LADOT, Metro, and other provider information from transit providers world-wide. In keeping with that effort, the North American Bike Share Association (NABSA), the trade organization for bikeshare providers, released the General Bikeshare Feed Specification (GBFS), which is a bike share feed specification data standard. However, neither of these standards touches on historical data, that is, the data that we need to understand and work with Mobility as a Service (MaaS) providers. As part of this process, LADOT is releasing an open source Mobility Data Specification (MDS).

In the future, LADOT has committed to a v0.2 MDS where operators query LADOT for information about cost, available parking, and approved routes. This lowers implementation costs during the beta phase but means that in the future, LADOT will have the tools to actively regulate and manage the public right of way in real time.

The MDS will allow the City to effectively understand and work with providers by documenting the data to be shared and in the exact format required. This means that any two systems will be instantly compatible with each other, rather than having to internally reconcile through normalization and data cleanup that has occurred in other jurisdictions. The Data Standard is respectful of user privacy, asking for no personally identifiable information about users directly.

The MDS is open source and available on Github at the following url: http://github.com/CityOfLosAngles/Mobility-Data-Specification.

We invited industry partners and the public to comment on the standard. This has been used to great effect not only by the Bike Share Data Standard, but other efforts such as the White House Source Code Policy[1], the California Department of Technology digital services playbook[2], and hundreds of other governmental agencies worldwide[3].

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[1] https://sourcecode.cio.gov/

[2] https://github.com/CDTgithub

[3] https://government.github.com/

By open sourcing the work, other municipalities benefit.[4] With this requirement, LADOT will create an industry standard that will make it easier to collaborate, analyze, and share data. For example, just as the GTFS makes it possible for applications to work in Los Angeles and in San Francisco, MDS enables any jurisdiction to access and analyze the data.

A sample of the initial required data standard is below, viewable on Github.

Trip Data

A trip represents a journey taken by a Mobility as a Service customer with a geotagged start and stop point. The follow data to be provided via a RESTful API for Trip Data. The API should allow to query trips at least by ID, GeoFence for start or end, and time. The following fields to be provided.

Field	Type	Required/Optional	Other
company_name	String	Required	
device_type	String	Required	
trip_id	UUID	Required	
trip_duration	Integer	Required	Time, in Seconds
trip_distance	Integer	Required	Trip Distance, in Meters
start_point	Point	Required	
end_point	Point	Required	
route	Line	Optional	
device_id	UUID	Required	
start_time	Unix Timestamp	Required	
end_time	Unix Timestamp	Required	

System Data / Avaliabity Data

The following data standard is for avaliability data. The API should return the avaliabity for a system a time range. The API should allow queries at least by time period, geographical areas.

Field	Type	Required/Optional	Other
device_type	String	Required	
availability_start_time	Unix Timestamp	Required	
availability_end_time	Unix Timestamp	Required	
placement_reason	String	Required	Reason for placement (Rebalancing, Drop off, etc)
pickup_reason	String	Required	Reason for removal (maintenance, pick up)
associated_trips	[UUID]	Optional	list of associated trips

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[4] Github is an online repository to host code, standards and documentation. A "fork" is a separate copy of the repository with shared history and the ability to integrate changes from across different areas.

Outreach and Equity

The permit includes an Outreach & Equity component to ensure the dockless providers will meet with Business Improvement Districts, Neighborhood Councils, Council Districts, and surrounding municipalities to introduce the dockless beta to them. In order to incentivize operators to provide vehicles in disadvantaged communities as defined by the California Environmental Protection Agency (CalEPA), pursuant to Senate Bill 535 (De León), using the California Communities Environmental Health Screening Tool (CalEnviroScreen), operators may add up to 2,500 vehicles in communities that scored at or above the 75th percentile. These bikes do not count towards the initial citywide cap.

Operators must also provide a non-smart phone option for reservations, a cash option for payment, low-income plan for reduced fares, a multilingual mobile app, and call center.

Dockless Permit Pricing Fees

LADOT evaluated the pricing for 10 cities currently permitting dockless mobility. The table below defines their fees:

City	Annual Permit Fee	Annual Vehicle Fee	Permit Review	Removal/Relocation of Bicycles	Performance Bond
Seattle	$146	$15/bike	$209/hr or $1,672/8 hr. shift	City Crew Hourly Rate + 15%	$80/bicycle - $10,000 max
Washington, DC	No Fees	No Fees	No Fees	No Fees	None
Palo Alto	No Fees	No Fees	No Fees	No Fees	None
San Francisco	$12,208-$19,558[a]	No Fees	No Fees	No Fees	None
Bellflower	No Fees	No Fees	No Fees	No Fees	None
St. Louis	$500	$10/bike	No Fees	No Fees	None
Durham, NC	$250	$10/bike	No Fees	No Fee	$80/bicycle - $10,000 max
Charlotte, NC	No Fees	No Fees	No Fees	No Fees	None
Chicago, IL	$250	$50 per bike	No Fees	No Fees	None
Plano, TX	$500	No Fees	No Fees	No Fees	$5,000 in escrow per 1,000 bikes[b]
Los Angeles, CA (Proposed)	**$500**	**$50 per vehicle**	**No Fees**	**Maintenance Laborer $28.32/hr**	**$80/bicycle**
Notes:					
a. Fee range based on size of bicycle fleet.					
b. City may use funds for removal or disposal of bikes in the event of default or termination. City will return any remaining funds to Permittee at end of permit period upon request.					

LADOT's fee schedule incorporates staff time for management, enforcement, and evaluation of the program.

Parking

A major concern with dockless operators is maintaining an accessible right-of-way and avoiding sidewalk clutter and confusion. These guidelines address this issue by requiring companies to direct users to park vehicles within the "furniture zone" to allow clearance for ADA compliance. The city will require operators to provide in-app instructions on how to properly park the vehicles within the furniture zone. LADOT recommends all dockless operators include a locking mechanism to lock to a fixed object such as a bike rack in the furniture zone like Chicago and Austin. This will ultimately hold the end user responsible for their parking behavior. Currently a user can park a vehicle correctly, but anyone can pick it up and move it afterwards.

Dockless operators must include a Parking Plan as part of the application package and include fees and/or disincentives for illegally parked vehicles outside of the "furniture zone" and outside of the geo-fenced area. A geo-fenced area is a digitally defined geographic boundary used to determine where systems are allowed to operate or face additional fees or other disincentive. The city will require operators to meet with individual Council Districts and seek permits for additional bike racks or bike corrals required for additional parking.

Fleet Size

LADOT recommends an initial minimum fleet size of 500 vehicles per company during the beta phase of one year and will report back to Transportation Committee every three months. Increases of fleet size may occur at the discretion of LADOT on quarterly intervals and will depend on compliance with the rules and guidelines.

Enforcement and Evaluation

Enforcement will be a two pronged approach. First, and fundamental to managing the beta phase and future increases in fleets is the City's requirement to receive standardized data from all of the companies as described in further detail in the data section above. Collection of the data will allow the City to receive fleet data in real-time and historical look-up of where each fleet vehicle has been. This will allow the City to evaluate use, parking compliance, and how often the vehicles are taken outside of their home geography. This is important in cases where the City establishes a geo-fence. Second, the City will coordinate regular sweeps of the beta test area. These sweeps will validate the data transmitted to the City, take a snapshot of parking compliance, sidewalk riding, fleet vehicle conditions, and the state of parking and infrastructure. Additionally, the City will require the operator to create an incentive and disincentive program for parking and geo-fence violations. LADOT will reserve the right to determine where vehicle parking is prohibited or create geo-fenced stations within certain geographic areas where vehicles can park. In the event operators do not meet their enforcement obligations, the Bureau of

Sanitation can impound vehicles and charge the operator the appropriate fees. LADOT will use a third-party researcher to evaluate the beta period and enforce the requirements in the permit.

Safety

The City requires all vehicles to adhere to the California Vehicle Code standards and submit a record of reported collisions to LADOT monthly.

Operations & Maintenance

All operators must provide the city with maintenance logs, have a staffed operations center in Los Angeles, include response times for maintenance issues, a rebalancing schedule, and an organizational chart with direct contact information for immediate removal of vehicles.

Test Area

Companies should work closely with LADOT and City Council to propose test areas. Dockless bike share shall not be allowed to directly compete with Metro Bike Share at this time. A geo-fence of three miles shall be created around the existing Metro Bike Share service area. E-scooters shall not be allowed to deploy within the 3-mile buffer of the Downtown Los Angeles Metro Bike Share service area. Every three months, LADOT will create a report to Transportation Committee summarizing company performance around each geo-fence area.

Regulatory Authority

In order to test, evaluate, and enforce new mobility services the City of Los Angeles maintains its regulatory authority to manage access to the public right of way. Currently there is legislation (AB 2989 -Flora) that seeks to create new authorities for new mobility options like the Bird scooter. The City may want to consider legislation to protect existing regulatory authorities in anticipation of new modes.

FINANCIAL IMPACT

Staff estimates that permit fees will offset costs related to data analysis and ongoing management of the program. As the program evolves, LADOT will evaluate and update the necessary resources required for the ongoing management and potential growth of the program. The current estimate is founded on companies compliance with the data requirement referenced in the rules and guidelines.

SJR:mp
Attachments:

Attachment A: On-demand Dockless Mobility Draft Rules and Guidelines
Attachment B: Map

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DOCKLESS ON-DEMAND PERSONAL MOBILITY RULES & GUIDELINES
VERSION 0.1

Goal

In the last decade, coinciding with the introduction of the smartphone, the City of Los Angeles ("City") has seen an explosion in new mobility products and services. Acceleration of shared mobility, artificial intelligence and machine learning, electrification and solar power, GPS and big data combined to change the mobility landscape more than in the previous 40 years. The City is taking a pro-active approach to integrate these technologies into the fabric of its transportation system. This document and the beta program described herein is part of a broader effort to understand dockless, on-demand technology and the implications on the City and its citizens. This allows the City the tools to make informed, data-driven decisions to ensure transportation options that are safe and deliver on the City's goal of socioeconomic and racial equity.

Definitions

<u>City</u> means the City of Los Angeles.
<u>Customer</u> means a person or organization that buys a mobility service from an Operator.
<u>Municipality</u> means a city or a town that has corporate status and local government.
<u>Program</u> means the Dockless On-Demand Personal Mobility Beta within the City.
<u>Operator</u> means a company that operates a Mobility-as-a-Service company within a Municipality.
<u>Vehicle</u> means a device that is used or intended to be used to move a person or good from one physical point to another.

Purpose

The purpose of the Dockless On-Demand Personal Mobility Rules & Guidelines is to establish requirements to govern and permit the operation of a Program in the City.

Duration

a)   The Program is intended to last 12 months from issuance of the first Program permit. The City reserves the right to modify the Program in duration or scope based on the information it collects from the Program.

b) Operator Program permits must be renewed yearly. Permit requirements may be adjusted yearly to accommodate changing technology, needs, and priorities.

Modifications

The City reserves the right to amend, modify or change the terms and conditions within the Program at its discretion.

Relationship to City

a) In rendering service hereunder, the Operator shall be and remain an Independent Contractor. It is expressly understood and acknowledged by the parties that any amounts payable hereunder shall be paid in gross amount, without reduction for penalties, taxes, or charges. Operators are responsible for assuming any applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever.

b) Permits issued under this Program are not to be assigned or delegated to a substitute provider, a successor in interest, or a purchaser of the permit without express written permission by the City.

c) The City reserves the right to terminate permits at any time and require the Operator to remove their entire fleet of Vehicles from City streets. An Operator will have 30 days to remove the entire flee from City streets.

Non-transferability

a) This permit may not be transferred to another party or entity without the express written permission of the City of Los Angeles.

Indemnification

a) Except for the active negligence or willful misconduct of **City**, or any of its boards, officers, agents, employees, assigns and successors in interest, **Operator** shall defend, indemnify and hold harmless **City** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **City**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **Operator's** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **Operator**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **City** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

Insurance Requirements

a) All permitted Operators shall have commercial general liability insurance, including contractual liability, and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City and Department if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than One Million Dollars ($1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars ($1,000,000) for bodily injury and property damage for each occurrence / Two Million Dollars ($2,000,000) general aggregate. Each policy shall name the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.

b) Automobile insurance with limits of liability not less than One Million Dollars ($1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles. Each policy shall name the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds

Operator Responsibilities

a) Operators seeking to participate in the Program will register with the Office of Finance within the City for business tax compliance. Operators can either register on-line or in person at one of the public service centers.

b) Operators must be in compliance and in good standing with tax payments or the permit may be revoked or not eligible for renewal the following year.

Universal Requirements

a) No Vehicle shall be put in service until the appropriate Program permit is obtained from the City.

b) Program permits shall be valid for a maximum of twelve (12) months from the date of issue and all issued Program permits will expire on the same date.

c) Operators are advised that application for a Program permit does not guarantee issuance of a Program permit.

Vehicle Identification

a) Every Vehicle shall have a unique identifier that is readily visible to the Customer or any member of the public. Operators shall provide easily visible contact information, including toll-free phone number and e-mail address, on each Vehicle for the Customers or members of the public to make relocation requests or to report other issues with the vehicles.

Safety

a) All bicycles shall meet the safety standards outlined in ISO 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in CVC section 21201, including for lighting during operation in darkness.

b) Electric-assist bicycles shall be "Class 1" or "Class 2" electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5 Additionally, the City reserves the right to terminate any permit issued under this Program if the battery or motor on an electric-assist bicycle is determined by the City to be unsafe for public use.

c) Electric-assist bicycle systems shall have visible language that notifies the user that:
  - Helmet use is encouraged while riding a bicycle;
  - Riders shall yield to pedestrians; and
  - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles.

d) Electric scooter systems shall have visible language that notifies the user that:
  - Helmets shall be worn when operating an electric scooter;
  - Riders shall yield to pedestrians;
  - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles;
  - Riding on sidewalk is strictly prohibited; and
  - Customer must be a minimum of 18 years old with Driver's License to operate Vehicle.

Fleet Size

a) All Operator applicants to the Program shall include the fleet size in their application.

b) All Operators shall have a minimum fleet of 500 Vehicles; Operators shall meet this fleet size within four weeks of the date of issuance of their Program permit.

c) All Operators using only adaptive bicycles for persons with disabilities (non-electric) shall have no minimum fleet size. If using any combination of dockless bicycles (non-electric), electric-assist bicycles, or electric scooters with adaptive bicycles, Operator will be required to meet the 500-vehicle minimum.

d) Operators must reserve a minimum of 50 percent of their fleet size for electric-assist vehicles.

e) Initially, all Operators are limited to a fleet-size of 500 Vehicles. If there is a need to exceed the 500 Vehicle maximum, the Operator must submit justification as to why it is required. The City reserves the right to approve or deny such requests.

f) Operators shall notify the City two weeks prior to deploying new Vehicles to the fleet.

g) The overall fleet size per Operator may not exceed 2,500 Vehicles, with the exception of if they are adding vehicles within disadvantaged communities as defined by the CalEnviro Screen 3.0

h) Operators may add up to 2,500 vehicles in communities that scored at or above the 75th percentile as defined by the CalEnviroScreen 3.0.

Compliance with Mobility Data Specification

a) All Operators shall abide by the Mobility Data Specification ("Specification") as published online at **http://github.com/CityOfLosAngeles/mobility-data-specification**.

b) As part of the Program permit application process, all Operators shall demonstrate support for either v0.1 or v0.2 of the Mobility Data Specification.

c) The City may, in its sole discretion, release subsequent versions and/or updated versions of the Specification and require Operator to use the most current version by releasing an automatic update and/or disabling support for the previous version.

d) The City may conduct maintenance on, stop providing, and/or change the method of access to the Services, Software, and/or Content at any time, with or without notice to the Operator. For avoidance of doubt, the City, in its sole discretion, may temporarily or permanently suspend Operator's access to the Services, Software, and/or Content under this Agreement.

e) Notwithstanding the returned results of any of the Mobility Data APIs, it shall be the sole responsibility of the Operator to comply with the City's Program requirements listed herein.

Service Area and Geo-Fencing

a) The Program is valid only for operations within the City's rights-of-way.

b) At the City's discretion, additional operating zones may be established including locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the Customer through signage approved by the respective entity and/or through the Operator's mobile and web application.

c) The City reserves the right to determine where Vehicle parking is prohibited or to create geo-fenced stations within certain areas where Vehicles shall be parked. The City will make this information available via the check-parking API or alternative method.

d) The City shall maintain geographic parking boundaries for Operators and make these available via the get-parking API.

e) Dockless bike share shall not be allowed to operate around the existing Metro Bike Share. A geo-fence of 3 miles around the service area will be established.

f) E-scooters shall not be allowed to operate within the 3-mile geo-fence for Downtown Los Angeles.

Marketing / Advertising

a) Operator shall not display third party advertising on its Vehicles.

Operator Customer Service

a) All Operators shall provide a mechanism for Customers to notify the Operator that there is a safety or maintenance issue with the Vehicle.

b) Operator shall maintain an updated organizational chart and contact information of operations team via the City's Program portal.

Reporting / Data Sharing

a) Raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.

b) Personally Identifiable Information on Customers collected by Operators may not be transmitted to, processed or stored at a destination outside of the United States.

c) The City is permitted to use all data the Operator provides in accordance with the Specification including, but not limited to, displaying real-time data and real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.

d) During the Program, Operators shall distribute to their Customers a City-provided customer survey at a maximum frequency of quarterly.

e) Operators shall provide a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification (https://github.com/NABSA/gbfs). The Operator may not change the API URL without notifying the City with at least 30 days' notice. Operators are required to make the API endpoint available for public consumption.

Operations & Maintenance

a) All Operators shall have a staffed operations center in the City.

b) During the Program, all Operators shall relocate or rebalance Vehicles based on the following times:

- 6am to 6pm on weekdays, not including holidays – within two hours of receiving notice; and

- All other times – within 10 hours of receiving notice.

c) All Operators shall have a performance bond of $80/Vehicle. The form of the bond shall be approved by the City. These funds shall be accessible to the City for costs that may be incurred for, including but limited to, removing and storing improperly parked Vehicles and if an Operator fails to remove the Vehicles when its permit is terminated. If an

Operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional Vehicles.

d) An Operator shall, within 24 hours of notice by any means, remove from the right-of-way any inoperable Vehicle, or any Vehicle that is not safe to operate. Failure to abide by the 24-hour notice will result in fines and be grounds for the City to revoke the Operator's Program permit.

e) An Operator shall repair any inoperable Vehicle or any Vehicle that is not safe to operate before returning the Vehicle into revenue service.

f) If LADOT or any other City department or office incurs any costs addressing or abating any violations of this agreement, or incurs any costs of repair or maintenance of public property, and potentially upon receiving written notice of City costs, the Operator shall reimburse the City for such costs within thirty days of receipt of an invoice detailing such costs.

g) Operators will attend an on-site meeting with City staff to discuss the program and show a demonstration Vehicle that will be deployed prior to permit approval.

h) Operators shall submit maintenance schedule and maintenance logs to the City via the report-maintenance API or MDS v0.1 endpoint.

Parking

a) For any permitted location response obtained from the check-parking API, an Operator shall ensure their Vehicles are parked in the landscape/furniture zone of the sidewalk, preferably to a bicycle rack or in another area specifically designated for bicycle parking. Operators shall inform Customers on how to properly park a Vehicle.

b) Every Vehicle shall be equipped with a locking mechanism to lock to a fixed object preferably a bicycle rack, smart technology equipment to prevent theft, and GPS tracking. However, locking mechanism requirement may be waived at LADOT discretion.

c) Operators shall remove electric scooters from the public right-of-way on a daily basis.

d) Operators shall ensure their Vehicles are not parked in a way that impedes the regular flow of travel in the public way, or in a way that impedes the clearance on sidewalks needed for ADA compliance. Legal parking includes the landscape/furniture zone and any bicycle rack in the public right of way.

e) Operators are responsible for informing Customers how to park the Vehicle correctly. Operators will provide a "Parking Plan" on how they will incentivize Customers to park safely and correctly and will be responsible for passing on fees and disincentives for Vehicles parked illegally outside of the "furniture zone" and outside of "geo-fenced area".

f) Restrictions to eligible parking zones on sidewalks shall be as follows:

- Vehicles shall not be parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility.

- Vehicles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.

- On blocks without sidewalks, Vehicles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

- The City reserves the right to determine certain block faces where dockless parking is prohibited.

- Vehicles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

- Any Vehicle that is parked in one location for more than 5 consecutive days without moving may be removed by the City's Bureau of Sanitation and taken to a City facility for storage at the expense of the Operator. Bureau of Sanitation shall invoice the violating Operator for fees incurred.

- Vehicles shall not be parked in the landscape/furniture zone adjacent to or within:
  - Parklets;
  - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - Loading zones;
  - Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
  - Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
  - Curb ramps;
  - Red curb zones;
  - Entryways; and
  - Driveways.

g) Vehicles shall be upright when parked.

h) Operators shall work with each individual Council District if additional parking is required, which includes bicycle racks and/or bicycle corrals.

i) Vehicles shall not be parked within 15' of street corner pedestrian ramps (25' if there is only a single pedestrian ramp). Refer to graphic below:
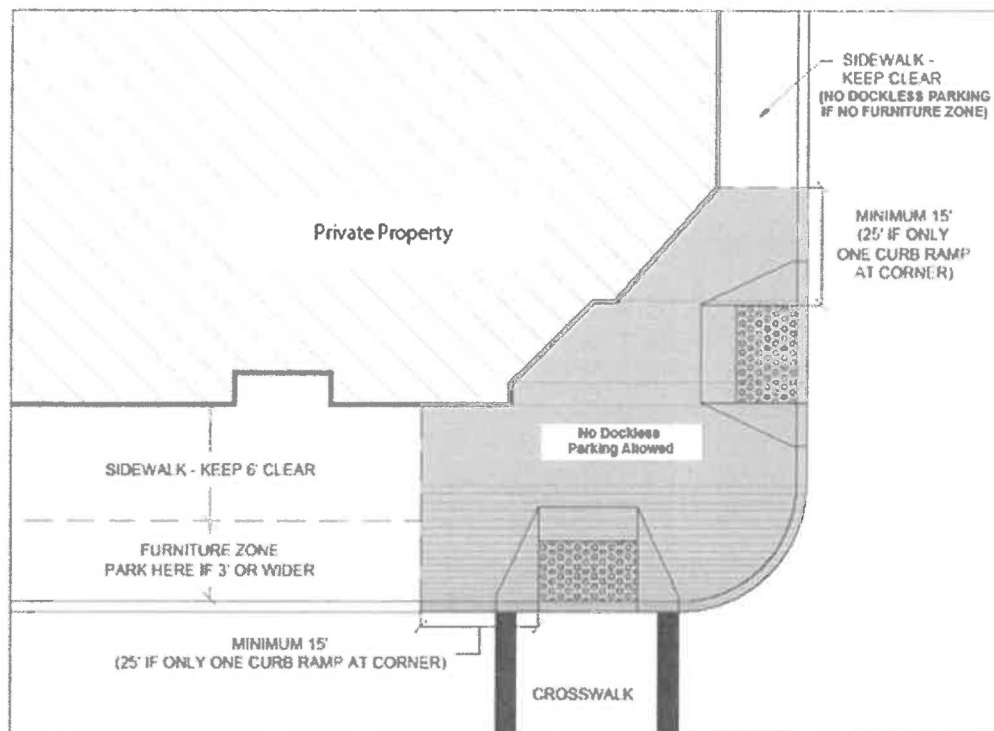
Enforcement & Termination Grounds

a) If data is falsified or the City suspects dishonest reporting, the City reserves the right to revoke the Program permit. In the case of a Program permit being so revoked, Operator will not have an opportunity to reapply for a permit for at least one year.

b) If Vehicle parking standards are not met on a monthly basis, the City reserves the right to revoke the Program permit.

c) Grounds for terminating Program permits include, but are not necessarily limited to:

- Failure to meet the terms and conditions set forth in the Program permit and/or the Rules and Guidelines;
- Failure to put vehicles into service within 30 days;
- Failure to share data;
- Failure to abide by the Specification;
- Failure to remove vehicles incorrectly parked within 24 hours; and
- Failure to move vehicles located outside of the defined geo-fenced area.

Termination Payment

The City may terminate a Program permit issued without cause, in whole or in part, at any time by written notice to the Operators. Operators shall remit any final payment to the City no later than 60 days from the written notice of termination.

Waiver

The City's decision not to insist upon strict performance by the Operators of any provision of the permit in every one or more instances shall not constitute a waiver of such provision by the City, nor shall, as a result, the City relinquish any rights that it may have under the terms of the pilot program.

Liquidated Damages - Forfeiture

a) As actual damages would be difficult, if not impossible to determine, the City and any Operator accepting permits under the Program agree that penalty for noncompliance with any provision of the Rules and Guidelines and other permit issuance requirements may result in termination of all or one Program permits, at the election of the City, without refund, reimbursement or adjustment or any and all fees paid to the City as of the date forfeiture for breach is determined. Determination shall be written notice from the City to the Operator.

Outreach & Equity

a) Operators must attend meetings with City's Business Improvement Districts, Neighborhood Councils, Council Districts, surrounding municipalities, and any other community-based organization as stipulated by the City to introduce the Operators to them and make these communities aware of the Program and how it may affect the communities.

b) Vehicles will be available at rates that are clearly and understandably communicated to the Customer prior to Vehicle use.

c) Operators are responsible for educating the public on the Program, and on how to use the Vehicle safely.

d) Operators are required to have a non-smart phone option for Customers to use the dockless Vehicle system.

e) Operators are required to have a non-credit card option for Customers to use the dockless Vehicle system.

f) Operators will offer a one-year low-income Customer plan that waives any applicable bicycle/e-scooter deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal.

Fees

Annual Permit Fees	$500 year	Administration of the Permit. Fees shall be due prior to issuance of permit.
Annual	$50/vehicle per	An increase in fleet size shall incur additional charges and must

Vehicle Fee	year	be paid prior to deployment.

a) Applicants shall pay $500 for an Annual Permit for the Program. Note if any stations or other structures are proposed, each site shall require additional review deposits and permitting.

b) Applicants shall pay a program administrative fee of $50/vehicle to the City.

c) Any fees arising from the need for City crews to relocate or remove vehicles from any location where a vehicle is prohibited under this permit shall equal the Bureau of Sanitation's Maintenance Laborer hourly rate plus any additional storage/impound fees.

Application Requirements

Permit applications must be succinct and all pages must be numbered. Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation. All components of the permit application shall be on 8.5" x 11" pages with the exception of two to three pages depicting imagery, mapping, etc. which may be on 11" x 17" pages. Font size shall be limited to 10-point font or larger with single line spacing.
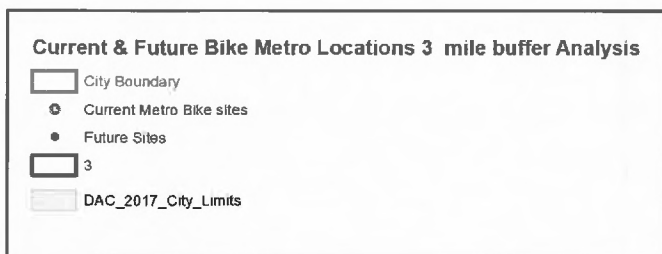
Required Attachments:
- Synopsis of operator service model and qualifications, including images of the vehicles and mobile application

- Schedule for implementation and phases of expansion, including the size of fleet and service area at launch, and the size and service area of any planned fleet expansions

- Organizational structure of operations team, including title, and their specific responsibilities on the project. There is a strong preference to hire locally.

- Screenshot illustrating how customers will be notified through a mobile and web application of the following:
    - Riders encouraged to wear helmets (required for electric scooters).
    - Riders must obey all traffic laws.
    - Proper parking procedures.
    - Operating an electric scooter on the sidewalk is prohibited.

- Plan for providing an equitable service, including education, marketing, and engagement with the community as a whole with and additional component for low income, minority, non-English speaking, and zero-car populations. This may cover such topics as how to use the vehicles, safety and traffic laws.

- Proof of general commercial liability insurance with a minimum liability limit of $1,000,000 and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds

- Proof of automobile insurance with limits of liability not less than One Million Dollars ($1,000,000) and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- Indemnity Agreement (attachment provided by city).
- Parking Plan on educating users on proper parking procedure.
  - Include fees and disincentives for illegally parked vehicles outside of the "furniture zone" and outside of "geo-fenced area"
- Description of pricing structure, rates, and methods of communication ˜to the customer illustrating how the vehicles will be available at rates that are clearly and understandably communicated to the customer prior to use.
- Statement of Compliance with either version 0.1 or version 0.2 of the Mobility Data Specification.
- Maintenance schedule and maintenance log sample.
- Documentation of how Customers without a smartphone can use the dockless system.
- Documentation of how Customers without a credit card can use the dockless system.
- Permit application fee of $500.
- Annual Vehicle fee of $50/Vehicle.

Modification of the Agreement

a) The City may modify any of the terms and conditions contained in this Agreement at any time and in the City's sole discretion.

b) IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USAGE OF THE SERVICES, SOFTWARE, AND/OR CONTENT FOLLOWING CITY'S MODIFICATION CONSTITUTES YOUR IRREVOCABLE AND BINDING ACCEPTANCE OF THE CHANGE.

ATTACHMENT B

Current & Future Bike Metro Locations 3 mile buffer Analysis
- [ ] City Boundary
- ○ Current Metro Bike sites
- • Future Sites
- [ ] 3
- [ ] DAC_2017_City_Limits

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community