

# CITY OF LOS ANGELES

CALIFORNIA

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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

City means the City of Los Angeles.

Customer means a person or organization that buys a mobility service from an Operator.

Municipality means a city or a town that has corporate status and local government.

Program means the Dockless On-Demand Personal Mobility Beta within the City.

Operator means a company that operates a Mobility-as-a-Service company within a Municipality.

Vehicle 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 fleet 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) An electric scooter shall be any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor or other power source. This device may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion. A motorcycle, as defined in Section 400 of the California Vehicle Code, a motor-driven cycle, as defined in Section 405 of the California Vehicle Code, or a motorized bicycle or moped, as defined in Section 406 of the California Vehicle Code, is not an electric scooter.
- d) Electric scooters shall be incapable of reaching a top speed of greater than 12 mph. LADOT reserves the right to revise the speed limit based on collision and injury data.
- e) 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.
- f) 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 “No Riding On Sidewalks” (minimum 48-point font) located on the platform of every scooter; and
  - Customer must be a minimum of 18 years old with Driver’s License to operate Vehicle.
- g) Electric scooter systems shall have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the vehicle has stopped.

## 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 unless providing adaptive bicycles (non-electric) for persons with disabilities. Operators that do not provide 50 percent of their fleet size for electric vehicles must reserve a minimum of 1 percent of their fleet size for adaptive bicycles.
- 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 and shall submit a revised Notice to Proceed and Permit Application.
- g) The overall fleet size per Operator may not exceed ~~2,500~~ 3,000 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 75<sup>th</sup> percentile as defined by the CalEnviroScreen 3.0. operators may be allowed up to 5,000 additional vehicles in disadvantaged communities in the San Fernando Valley.
- i) Additional vehicles may be permitted at the discretion of the General Manager and may depend on factors related to performance and compliance. General Manager to publish the criteria used to evaluate expansion permits.
- j) The General Manager may reduce the permitted number of vehicles in the case of demonstrated noncompliance and/or nonperformance by permittee.

### **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 and a 24-hour contact person available for emergency removals.
- b) ~~During the Program, all Operators shall relocate or rebalance Vehicles based on the following times: Operator shall remedy devices parked incorrectly or are inoperable within two hours from 7am to 10pm daily.~~
  - ~~• 6am to 6pm on weekdays and weekends, 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.

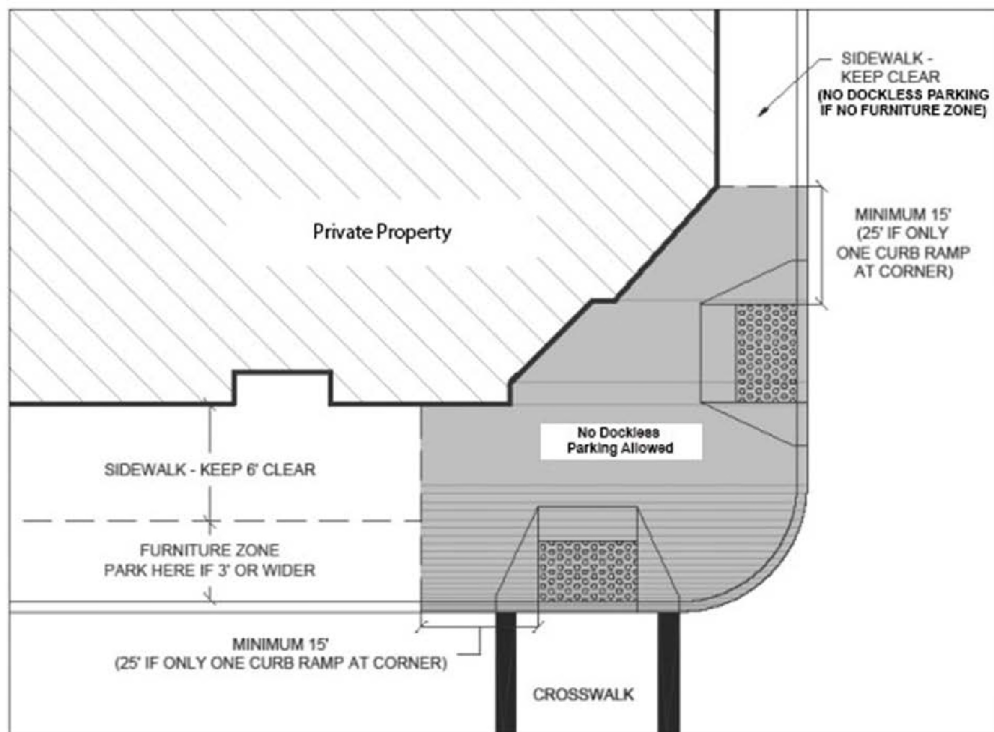
- g) Operators will attend an on-site meeting with City staff to discuss the program and show a demonstration Vehicle that will be deployed prior to permit approval.
- h) Operators shall submit maintenance schedule and maintenance logs to the City via the report-maintenance API or MDS v0.1 endpoint.

## 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~~ may be equipped with a locking mechanism to lock to a fixed object preferably a bicycle rack, or shall have smart technology equipment to prevent theft, technology identifying vehicle is upright and properly parked, and GPS tracking. However, LADOT shall reserve the right to require operators to include a locking mechanism to lock to a fixed object at any time. ~~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, Transportation Management Organizations/Associations, Disability Rights Organizations/Centers for

Independent Living, 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**

<b>Annual Permit Fees</b>	<del>\$500</del> <u>\$20,000</u> year	Administration of the Permit. Fees shall be due prior to issuance of permit.
<b>Annual Vehicle Fee</b>	<del>\$50</del> <u>\$130</u> /vehicle per year	An increase in fleet size shall incur additional charges and must be paid prior to deployment.
<b><u>Discounted Vehicle Fee*</u></b>	<u>\$39</u> /vehicle per year	<u>*Discounts extend to vehicles deployed and maintained in CalEnviroScreen 3.0 Disadvantaged Communities. The discount represents a 70% reduction.</u>

- a) Applicants shall pay ~~\$500~~ \$20,000 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~~ \$130/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:

- Completed DOCKLESS ON-DEMAND PERSONAL MOBILITY VERSION 0.1 PERMIT APPLICATION with signatures.
- ~~Completed Notice to Proceed (NTP) with signatures~~
- 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 an 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~~ \$20,000.
- Annual Vehicle fee of ~~\$50~~ \$130/Vehicle.
- Discounted Vehicle fee of \$39/vehicle for vehicles deployed and maintained in CalEnviroScreen 3.0 Disadvantaged Communities.

#### **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.