

**CITY OF LOS ANGELES  
INTER-DEPARTMENTAL MEMORANDUM**

Date: December 7, 2017

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

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

Subject: Dockless Bike Share Systems Pilot Program (Council File #17-1125)

**SUMMARY**

This report provides initial research on dockless bike share and requests policy guidance from the Transportation Committee on various items.

**RECOMMENDATIONS**

1. RECEIVE AND FILE Report.
2. DIRECT LADOT to report in 45 days with draft rules and regulations for a dockless bike share program.

**DISCUSSION**

In response to the rise of dockless bike sharing in the United States LADOT has begun researching this new mobility service.

Dockless bike share is a new type of privately financed and operated bike sharing that provides fleets of bikes for public use at a per trip cost. Similar to new transportation technology services, the bikes are accessed via a mobile phone app. In the case of dockless bike sharing, the bikes are different than the current Metro Bike Share system in that the bikes do not require a dock to be parked; rather the bikes can be left anywhere and are secured via a wheel locking mechanism that is unlocked via the app.

Dockless bike share systems are in over 30 cities in the United States.

To inform City Council on a potential pilot, LADOT has reviewed rules and guidelines for programs in both Seattle and Washington, DC, convened an industry roundtable with key stakeholders, and participated in national discussions with partner cities.

As of the writing of this report City Council authorized LADOT to develop and enter into a contract with dockless bike share operators in Council District 15 and the Harbor District. A license agreement (Attachment A) was developed to address liability and indemnification, while Council considers the policy framework for a pilot program.

Below are initial subject areas for consideration in the development of the pilot guidelines.

#### Term of Pilot

Based on conversations with the operators, they all agree that a minimum of 12 months would be adequate for piloting their systems in Los Angeles. LADOT concurs and believes that this will allow the City to gather data and understand trends and operator responsiveness.

#### Size of Pilot

LADOT is currently evaluating potential pilot size and taking the following into consideration:

- Operators have requested a minimum pilot size of 500 bikes per company to start.
- Council District 15 has a current pilot that has 250 bikes distributed between Watts, Wilmington, and San Pedro.
- Griffith Park has a current pilot with 100 bikes.
- City of Seattle currently has three operators with a total of 9,000 bikes and it is expected to grow to 15,000 total bikes (5,000 bikes per operator).
- Washington, DC has 1,600 bikes between four operators with an additional 50 electric bikes
- City of Seattle has a density limit of 340 bikes per square mile

In addition, to looking at different pilot sizes across the country, LADOT will also be engaging in deeper discussions with the industry and interested City Council offices. Once interest is determined LADOT will evaluate the different geographies. There is mutual interest from LADOT and from the industry in a phased approach to the pilot as well. This would allow for LADOT to monitor pilot performance, and depending on performance to shrink or expand the number of bikes in the pilot.

#### Bike Density and Geography

As previously mentioned, the City of Seattle sets a density cap of 340 bikes per square mile per operator. This metric was extrapolated from an existing standard used for docked bike share systems. Dockless operators argue that this standard does not apply to their model, and it should be revisited. LADOT agrees that there could be a difference, however given that there are multiple companies that may want to deploy it is important to consider the impact on the public realm and oversaturation of bikes that could lead to visual clutter and ADA accessibility issues. For this reason, LADOT recommends establishing an initial limit that could be adjusted based on experience.

LADOT has received interest for dockless bike share pilots from the following Council Districts: CD3, CD4, CD5, CD13, and CD15. As part of establishing criteria for geography for the pilot LADOT will work closely with operators and Council Offices to identify specific opportunities.

#### Compatibility with Metro Bike Share

The City of LA has partnered with Metro to invest in a public docked bike share system in Downtown Los Angeles, with recent expansions into Venice and San Pedro. Metro and the City are currently developing expansion plans and anticipate seeking Council approval in early 2018. The City provides an ongoing operational subsidy to the Metro Bike Share system and therefore has a direct financial stake in the success of the public system.

Dockless bike share provides an opportunity to expand mobility options at no direct cost to the City, potentially serving more areas of the City more quickly than would be possible with the public system. However, the financial sustainability of their business model remains uncertain, meaning that

communities could be again left without service if the private investment dries up. Additionally, without public ownership of the system, the City has less ability to achieve some policy objectives, such as equitable access or transit fare integration. Although there is no direct City investment in the bikes themselves, there will be costs to manage and oversee the operators, enforce violations, and potentially remove damaged bikes from the public right-of-way. Based on these considerations, at this time LADOT is recommending to pilot dockless bike share in areas that are not currently scheduled to be served by Metro Bike Share in the foreseeable future. At the conclusion of the pilot period, LADOT proposes to reevaluate this recommendation based on experience with how well the private operators meet the public's expectations.

#### Outreach

LADOT recommends developing minimum outreach standards for each company prior to and after the launch of a pilot program. LADOT would require each company to provide an outreach plan to LADOT in advance. LADOT would expect that operators have communication with community stakeholder groups such as Neighborhood Councils, Business Improvement Districts, and Homeowner Associations, as well as with the corresponding City Council Office where the pilot will be deployed.

#### Safety

LADOT will review national and state requirements related to bicycles and ensure that the pilot program meets those standards. In addition, LADOT recommends that *both front and rear lights be included as a requirement of any pilot.*

#### Parking and Compliance

LADOT has reviewed the City of Seattle parking requirements for dockless bike sharing and has shared them with the Bureau of Engineering, Bureau of Street Services, the Department of Disability, and the Department of Aging. All have reviewed the requirements and have signed off. The focus of the requirements is to maintain access and safety standards, particularly along sidewalks. In discussions with the operators they have all expressed a commitment to educating customers on parking standards, and in some cases have developed technical solutions to provide in-app education and geofenced parking areas.

Sidewalk enforcement currently resides within the jurisdiction of the Bureau of Street Services. Bulky item removal is managed by the Bureau of Sanitation. Preliminary discussions have taken place between LADOT and Bureau of Street Services, but will require additional meetings to discuss roles, staffing capacity, and costs.

#### Data and Evaluation

In order to properly track and evaluate the pilot program, LADOT, similar to the City of Seattle will require data reporting for the pilot program. LADOT is currently beginning conversations with the University of Washington that acts as the data clearing house for the dockless bike share program in the City of Seattle.

#### **FINANCIAL IMPACT**

A dockless pilot program will require resources for evaluation, permitting, and management. The financial impact will depend on the size of the pilot as well as other yet to be determined factors.

SJR: mp

Attachments:

Attachment A: Draft Dockless Bike Share License Agreement for Council District 15 and Harbor District

ATTACHMENT A  
DOCKLESS BIKE SHARE LICENSE AGREEMENT FOR  
COUNCIL DISTRICT 15 AND HARBOR DISTRICT

**DRAFT**

Page 1  
License Agreement No. xxxx-xx

CITY OF LOS ANGELES  
and CITY OF LOS ANGELES HARBOR DEPARTMENT

LICENSE AGREEMENT

No. xxxx-xx

WHEREAS, the City of Los Angeles is considering citywide guidelines for dockless bike share companies to operate in the City of Los Angeles;

WHEREAS, on December 5, 2017, the Los Angeles City Council authorized the Los Angeles Department of Transportation to develop and execute an agreement to allow dockless bike share companies to operate, on a temporary basis, in Council District 15 of the City of Los Angeles;

WHEREAS, Council District 15 includes the Harbor District and is anticipated that bikes from such bike share companies will be entering and operating in the Harbor District;

NOW, THEREFORE, it is mutually understood and agreed by Licensee and the City of Los Angeles ("City") and Los Angeles City, Harbor Department ("Department"), a proprietary branch of the City, as follows:

1. Premises. Licensee is permitted under this License Agreement ("Agreement") to use and occupy Council District 15 of the City of Los Angeles which includes the Harbor District. See Exhibit A.

2. Permitted Use. Licensee and its bike share users shall have the right to enter and use the Premises in connection with operating and utilizing the bike share system subject to conditions below and not for any other use without the prior written consent of City and Executive Director of the Harbor Department ("Executive Director") which approval may be withheld by City and/or Executive Director in its sole and absolute discretion. Licensee shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises; provided, however, Licensee may, in the City and/or Department's sole discretion, remain if it pays the increase in the City and/or Department's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Licensee to be or remain, on the Premises, and Licensee shall prevent any such material or matter from being or accumulating upon the Premises. Licensee further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

The maximum number of Licensee's bicycles allowed on the Premises will be determined by City and Department in its sole discretion and may be adjusted from time to time.

Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by Licensee based on the following times: (1) 6:00a.m. to 6:00p.m. on weekdays, not including holidays – within two (2) hours of receiving notice; and (2) All other times – within 10 hours of receiving notice.

Notwithstanding the above paragraph, if, at any time, Licensee's bikes obstruct or interfere with City and/or Department operations or the public's use of private or public rights of way, or is deemed to

be a safety hazard to persons or property, the City and/or Department shall have the right to immediately remove such bikes at Licensee's sole cost and expense. City and/or Department shall not be held liable for any damage to Licensee's property as a result of removal.

3. Term; Termination. This Agreement shall be effective upon execution by City, and, upon execution by the Executive Director of the Harbor Department upon authorization of the Harbor Board of Commissioners ("Board") and shall thereafter be revocable by City and/or Executive Director upon the giving of at least fifteen (15) days' written notice to Licensee stating the date upon which this Agreement shall terminate ("Termination Date"). The right of City and/or Executive Director to revoke this Permit is and shall remain unconditional. Neither City, Department, nor any board, officer or employee thereof, shall be liable in any manner to Licensee because of such revocation. Notwithstanding the foregoing, upon approval of a Los Angeles citywide license and/or permitting process, Licensee shall be required to obtain, immediately, the newly implemented license and/or permit which will supersede this Agreement.

4. Licensee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Licensee under this Agreement: (1) Licensee's failure to perform any obligation under this Agreement if Licensee fails to cure the failure within three (3) days after delivery of written notice of the failure from the City and/or Department to Licensee; (2) Licensee's abandonment of property on the Premises; (3) To the extent permitted by law (i) a general assignment by Licensee or any guarantor of the Agreement for the benefit of the creditors without written consent of the City and Department; (ii) the filing by or against Licensee, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of all or substantially all the assets of Licensee or any guarantor, unless possession is unconditionally restored to Licensee or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; and/or (iv) any execution or other judicially authorized seizure of all or substantially all the assets of Licensee located on the Premises, or of Licensee's interest in this Agreement, unless that seizure is discharged within thirty (30) days.

(b) The City and/or Department's Remedies. The City and/or Department may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Agreement. The City and Department's remedies are cumulative and not inclusive.

5. Compliance with Applicable Laws.

(a) At all times in its use and occupancy of the Premises and its conduct of operations thereon, Licensee, at Licensee's sole cost and expense, shall comply with all applicable federal, state, county, Los Angeles City ("City"), or government agency laws, statutes, ordinances, standards, codes, rules, regulations, requirements, or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Licensee's operations and conduct of its business.

(b) It is the parties' intent that Licensee will make, at Licensee's sole cost and expense, any and all alterations, improvements, and changes, that are required by Applicable Laws. This Agreement shall be construed in accordance with California law.

6. Indemnity.

Except for the negligence or willful misconduct of the City and/or Department, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Licensee undertakes and agrees to defend, indemnify and hold harmless the City and Department and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the City and/or Department, 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 Licensee'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Licensee or its subcontractors of any tier. Rights and remedies available to the City and/or Department under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

7. Insurance.

In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 6 of this Agreement, Licensee shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) 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" and the "City of Los Angeles, Harbor Department, 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" and the "City of Los Angeles, Harbor Department, its officers, agents and employees" as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Licensee shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Licensee shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Licensee shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City of Los Angeles and City of Los Angeles, Harbor Department in any circumstance in which it is alleged that actions or omissions of the City and/or Department contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Licensee, and for all employees of any subcontractor or other vendor retained by Licensee.

(d) Limits for coverage required under this Agreement shall provide first dollar coverage except that City and/or Executive Director may permit a self-insured retention or self insurance in those cases where, in his or her sole judgment, such retention or self insurance is justified by the net worth of Licensee. The self-insured retention or self-insurance shall provide that any other insurance maintained by City and/or City's Harbor Department shall be excess of Licensee's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self insurance, Licensee shall have all the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause.

(e) If Licensee maintains higher limits than the minimums shown above, City and Department requires and shall be entitled to coverage for the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and Department.

(f) Policies submitted pursuant to Section 7 of this Agreement shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles and the City of Angeles, acting by and through its Harbor Department, the Board of Harbor Commissioners, and their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under this Agreement, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur."

(ii) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by the City and/or Department is excess coverage."

(iii) "In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the insurance company's limit of liability."

(iv) "Notice of occurrences or claims under the policy shall be made to the City and Department's Risk Managers with copies to the Los Angeles City Attorney's Office."

(v) "The policy to which this endorsement is attached shall provide 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager."

(g) All insurance procured by Licensee shall comply with the following:

(i) Electronic submission is the required method of submitting Licensee's insurance documents. Track4LA<sup>®</sup> is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Licensee's insurance broker or agent shall obtain access to Track4LA<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Licensee's behalf.



Upon request by the City and/or Department, Licensee shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration of earlier termination of this Agreement.

(ii) Prior to the expiration of each policy, Licensee shall show through submitting to Track4LA<sup>®</sup> that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to Track4LA<sup>®</sup>. If Licensee neglects or fails to secure or maintain the required insurance, or if Licensee fails to submit proof of insurance as required above, City and/or City's Harbor Department may, at its option and at the expense of Licensee, obtain such insurance for Licensee.

(iv) City and/or Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City and/or Department, may request that Licensee increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Licensee.

8. No Assignments/Sublicense/Transfers. No transfer of this Agreement, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Licensee (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Licensee), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this Agreement (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Licensee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise) whether or not a formal assignment or hypothecation and n of this Agreement or Licensee's assets, which involvement results in a reduction of the net worth of Licensee (defined as the net worth of Licensee, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Agreement or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section 8, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Licensee's assets in the hands of a receiver or trustee; or (2) a transfer by Licensee for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Licensee or of a general partner of a Licensee.

9. Licensee Name Change. Licensee shall notify the City and Department in writing within ten (10) calendar days of making any changes to its name as set forth in the preamble of this Agreement and shall provide the City and Department with all documents in connection with the change.

10. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by the City and/or Department of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

11. Conflict of Interest. It is understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of the City and/or Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City and/or Department relating to

this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City and/or Department may immediately terminate this Agreement by giving written notice thereof.

12. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, in a sealed envelope, addressed as set forth below, with postage thereon fully prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To the City: Los Angeles Department of Transportation  
100 S. Main Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: General Manager

With a copy to: Office of City Attorney  
200 North Main Street  
Los Angeles, California 90012  
Attention:

To the Department: Los Angeles Harbor Department  
P.O. Box 151  
San Pedro, California 90733-0151  
Attention: Executive Director

With a copy to: Office of City Attorney—Harbor Department  
425 S. Palos Verdes Street  
San Pedro, California 90731  
Attention: General Counsel

To Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Agreement refer to calendar days unless otherwise specifically stated.

13. Construction of Agreement. This Agreement shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Agreement.

14. No Waiver. No waiver by either party at any time of any terms or conditions of this Agreement shall be a waiver at any subsequent time of the same or any other term or condition. No breach of a covenant, term, or condition of this Agreement will be deemed to have been waived by the City and/or Department unless the waiver is in writing and executed by the City and Department.

15. Joint and Several Obligations of Licensee. If more than one individual or entity comprises Licensee, the obligations imposed on each individual or entity that comprises Licensee under this Agreement shall be joint and several.

16. Time of the Essence. Time is of the essence in this Agreement.

17. Nondiscrimination and Affirmative Action Provisions. Licensee agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded under or pursuant to this Agreement shall contain this provision. The applicable provisions of Section 10.8 *et seq.* of the Los Angeles Administrative Code are set forth in the attached Exhibit B and are incorporated herein by this reference.

18. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of City and Department to provide minority business enterprises ("MBEs"), women's business enterprises ("WBEs"), and all other business enterprises ("OBEs") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Licensee shall assist City and Department in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Agreement.

19. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. Board adopted Resolution No. 5771 on January 3, 1999, to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention, set forth at Section 10.36 *et seq.* of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with City's Living Wage requirements, set forth at Section 10.37 *et seq.* of the Los Angeles Administrative Code. Licensee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City and/or Department to terminate this Agreement and otherwise pursue legal remedies that may be available.

20. Wage and Earnings Assignment Orders/Notices of Assignments. Licensee is obligated to fully comply with all applicable state and federal employment reporting requirements for Licensee and/or its employees. Licensee shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Licensee will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 *et seq.* of the California Family Code. Licensee will maintain such compliance throughout the term of this Agreement.

21. Equal Benefits Policy. Board adopted Resolution No. 6328 on January 12, 2005, to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, set forth at Section 10.8.2.1 *et seq.* of the Los Angeles Administrative Code, a copy of which is attached as Exhibit C, as a policy of City's Harbor Department. Licensee shall comply with the policy wherever

applicable. Violation of the policy shall entitle City and/or Department to terminate this Agreement and otherwise pursue legal remedies that may be available.

22. Business Tax Registration Certification. Licensee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by City's Business Tax Ordinance set forth at Sections 21.00 *et seq.* of the Los Angeles Municipal Code. Licensee shall provide the City and Department evidence that all such Certificates have been obtained. Licensee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

23. State Tidelands Act. With respect to the Harbor District, this Agreement, the Premises, and Licensee's use and occupancy thereof shall at all times be subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (1929 Cal. Stats., Ch. 651), as amended, and Article VI of the Charter of City of Los Angeles relating to such lands. Licensee shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions, and reservations.

24. Section Headings. Section headings used in the Agreement are merely descriptive and not intended to alter the terms and conditions of the sections.

25. Integrated Agreement. Notwithstanding the MOU, it is understood that this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, and understandings, if any, between the parties related to the subject matter of this Agreement and there are no oral agreements that affect any of the terms of this Agreement.

26. Amendments. No provision of this Agreement may be amended except by an agreement in writing signed by the City and Department and Licensee. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

27. Governing Law and Venue. This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Agreement shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

THE CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION

DATED: \_\_\_\_\_

By \_\_\_\_\_  
SELETA J. REYNOLDS  
General Manager

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

# DRAFT

Page 9  
License Agreement No. xxxx-xx

DATED: \_\_\_\_\_

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
Board Secretary

The undersigned Licensee hereby accepts the foregoing Agreement and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof.

LICENSEE

DATED: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name and Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2017  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
MICHAEL NAGLE, Deputy

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2017  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: \_\_\_\_\_  
MINAH PARK, Deputy

