

Summary of Edits

All edits made to the Application after the initial posting on 5/1/2019 will be summarized here.

5/2/2019

Page 6, 1st paragraph, 5th sentence – Edited to read: “Applications with scores from 36 to 47 will be allowed to resubmit revised applications.”

ON-DEMAND PERSONAL MOBILITY DEVICES PILOT PROGRAM PERMIT APPLICATION



From May 1, 2019, through June 30, 2020, the County of Los Angeles (County) will conduct a one-year On-Demand Personal Mobility Devices Pilot Program (Pilot Program). Applications for the On-Demand Personal Mobility Devices Pilot Program Permit (Pilot Program Permit) will only be accepted from May 1, 2019, through 4 p.m., May 23, 2019.

The County will review and score submitted applications to determine whether each Applicant conforms with the Pilot Program Specifications. After evaluating the Pilot Program Permit application, the County shall either issue the Pilot Program Permit, deny the Pilot Program Permit, or return comments to the Applicant regarding information needed to meet the Pilot Program Specifications and application evaluation criteria.

After issuance, a Pilot Program Permit will allow a permitted Operator to participate in the Pilot Program in certain areas on County Highways in the unincorporated areas of the County.

Applicant Information

Please Print Clearly			
Business Name:		Business Phone:	
Contact Person:		Phone:	
Mailing Address:			
Street Address if different than above:			
Email Address:		Website:	

Application Agreement

By signing this On-Demand Personal Mobility Devices Pilot Program Permit Application, the Applicant verifies that he/she is duly authorized by the On-Demand Personal Mobility Devices Operator (“Operator”) to execute this agreement on behalf of the Operator; that all the information provided herein by the Applicant is true and correct to the best of his/her knowledge; and that, if issued a Pilot Program Permit by the County, the Operator shall fully comply with all terms, provisions, conditions, requirements, and specifications of the On-Demand Personal Mobility Devices Pilot Program Permit.	
Name of Applicant	
Authorized Signature	
Printed Name, Title and Date	

1. General Information

The safety of Device users and the public interfacing with the Devices is paramount and a primary objective of the Pilot Program. An Applicant's submittal of an application for a Pilot Program Permit does not guarantee that the County will issue a Pilot Program Permit.

2. Submission Instructions

All applications must be addressed and submitted to Los Angeles County Public Works and be marked: "On-Demand Personal Mobility Devices Pilot Program." The County will only consider completed applications received by 4 p.m., May 23, 2019.

Email: MobilityDevicesPilot@pw.lacounty.gov
File size limit is 25 MB

Mail: Los Angeles County Public Works
On-Demand Personal Mobility Devices Pilot Program
CASHIER'S OFFICE (Attn: Nary Kousoum)
900 South Fremont Avenue (Mezzanine Level)
Alhambra, CA 91803-1460

In Person: Los Angeles County Public Works
Delivery: On-Demand Personal Mobility Devices Pilot Program
CASHIER'S OFFICE (Attn: Nary Kousoum)
900 South Fremont Avenue (Mezzanine Level)
Alhambra, CA 91803-1460

3. Application Checklist

A completed application shall include the following:

- Pilot Program Permit Application deposit of \$5,000 to Los Angeles County Public Works
- Signed Application Agreement
 - 1 copy mailed or delivered to Los Angeles County Public Works; or
 - PDF sent by email.
- Required Support Materials
 - 2 hard copies mailed or delivered to the Los Angeles County Public Works; or
 - PDF sent by email.

- Submittal 1 - Plan for Safe Riding
- Submittal 2 - Plan for Safe Parking/Storage of Devices
- Submittal 3 - Organizational Chart & 24-Hour Contact Information

- Submittal 4 - Maintenance and Operations Plan
- Submittal 5 - Community Outreach Plan
- Submittal 6 - Equity Plan
- Submittal 7 - Mobility Data Specification Compliance Plan
 - Provide a data sharing Application Programming Interface (API) that is compatible with the Mobility Data Specifications (MDS), detailed at: <http://github.com/CityOfLosAngeles/mobility-data-specification>
 - Operator may submit MDS compliant “Staging” URL endpoints with demonstration data to the County for review.
- Submittal 8 - Image(s) of Proposed Device(s) to be used on County website
- Submittal 9 - Implementation Plan
 - Schedule, including the size of fleet and service area (Unincorporated County communities), at launch.
 - Types of Devices being deployed per geographic area (including the number of e-scooters, number of e-bikes, number of bikes (non-electric), hours of operation, percentage of overall fleet; per Unincorporated County community)
 - Proposed fleet size and service areas in disadvantaged communities.
- Submittal 10 - Privacy Policy

Application Evaluation Criteria

A panel of County staff will evaluate and score applications, focusing on the following categories:

- Safety
- Equitable Access
- Community Outreach
- Labor
- Sustainability

Tables 1 and 2 below summarize the categories and specific evaluation criteria which will be utilized to assess adherence to each category.

Table 1: Application Evaluation Criteria

<u>Category</u>	<u>Sub-Category</u>
<p>Safety (Submittals 1, 2, 4)</p>	<p>Strategies to educate and train users should result in safe operation of Devices by riders.</p>
	<p>Strategies to promote and distribute helmets should result in helmet use by riders of all ages.</p>
	<p>Strategies to ensure properly parked Devices should result in safe parking that does not obstruct the right of way for Devices, transit users, or pedestrians.</p>
	<p>Strategies to penalize user non-compliance with laws governing operation and parking, including possibility of suspension by the Operator, should support appropriate operation and parking by users.</p>
<p>Equitable Access (Submittals 2, 5, 6, 7, 9)</p>	<p>Approach to providing service to low-income residents, including diverse payment options and fare discounts, should reduce barriers to participation</p>
	<p>Commitment to rebalancing distribution of Devices throughout communities should support availability of Devices in underserved areas.</p>
<p>Community Outreach (Submittals 5, 6, 8)</p>	<p>Approach should include strategies to make low income residents aware of Devices and how to utilize them.</p>
	<p>Approach should ensure that members of the public, including those who choose not to use the Devices, have the opportunity to be heard and to stay informed about the Pilot Program.</p>
<p>Labor (Submittals 3, 4, 5, 7, 9, 10)</p>	<p>Strategies should demonstrate understanding of operational needs and resource requirements to ensure Operator responsiveness, Device safety, and reliable Device availability.</p>
	<p>Approach to hiring and training employees and/or contractors should ensure that staff have the knowledge and skills to ensure that Devices are safe to operate, and are sensitive to the communities in which they operate.</p>
<p>Sustainability (Submittals 2, 4, 9)</p>	<p>Approaches to operations and disposal should demonstrate commitment to environmental sustainability.</p>
	<p>Approaches to deployment and implementation should support and encourage first-last mile access to established transit services.</p>

Table 2: Rating Definitions

Rating	Definition	Points per Sub-Category
Strong	Responses that include detailed, unique, and innovative approaches demonstrating the highest level of commitment and ability for solving known challenges and concerns, and substantially exceeding the minimum requirements.	4-5
Fair	Responses that include basic or typical, but unexceptional, solutions, demonstrating a moderate level of commitment and ability for solving known challenges and concerns, and meeting, or somewhat exceeding, the minimum requirements.	3
Poor	Responses that, at best, meet the bare minimum requirements established in the terms and conditions for holding a permit, and often lack important details, demonstrating a low level of commitment and ability for solving known challenges and concerns.	1-2

The highest total possible score is 60 points. The Safety Category is worth up to 20 points, and the Equitable Access, Community Outreach, Labor, and Sustainability Categories are each worth up to 10 points. Each sub-category is worth up to 5 points. Scores below 36 will be rejected. Applications with scores ~~between 37 and 47~~ **from 36 to 47** will be allowed to resubmit revised applications. In order to continue with the permit issuance process, applications must have a score of 48 points or higher, with a minimum score of 3 points for each sub-category. The County reserves the right to request clarification of unclear or ambiguous statements made in the proposal.

In addition to the application scoring, applicants must also fulfill all other non-scoring requirements including, without limitation, Mobility Data Specifications, insurance, indemnity, and deposits, before Pilot Program Permit issuance.

The County will post the final scores of all applicants, with a brief summary of the key aspects that set their scores apart from lower scoring applications.

4. Pilot Program Permit Issuance

Upon determination that the completed Application complies with the Pilot Program Specifications and the Application was given a score of 48 or higher, the County will notify the Applicant by email. The Applicant must then submit the following items prior to the County's issuance of, and as a condition precedent of, the Pilot Program Permit:

- Permit Issuance Fee of \$163, to Los Angeles County Public Works
- Pilot Program Deposit of \$55,000, to Los Angeles County Public Works
- Proof of Required Insurance
 - Commercial General Liability Insurance
 - Workers' Compensation Insurance
 - Umbrella Insurance Policy
 - Automobile Insurance or Equivalent
 - Privacy/Network Security/Cyber Security Insurance

5. On-Demand Personal Mobility Devices Pilot Program Specifications

5.1 Pilot Program Overview

5.1.1 Introduction

Over the past year, cities throughout the greater Los Angeles region have responded in different ways to the deployment of new shared on-demand personal mobility devices within their respective jurisdictions. New mobility options offer transportation alternatives to support greenhouse gas reduction goals and provide first-last mile connectivity to existing transit services. However, various regulatory issues have arisen which this pilot program attempts to address. By allowing the on-demand shared personal mobility companies to operate within a defined yet adaptive framework, the County of Los Angeles (County) can evaluate and learn how to best manage the changes impacting its transportation network.

5.1.2 Pilot Program Goals and Objectives

The On-Demand Personal Mobility Devices (Devices) Pilot Program is intended to temporarily test rules related to deployment and rental of the Devices on County Highways in the unincorporated areas of the County. If determined to be successful, the County may take the lessons learned during the Pilot Program to make an informed, data-driven decision regarding the future of the program.

The Pilot Program will be governed by these Specifications, which give the County the flexibility to adapt quickly to changing environments, business models, and other management issues.

The primary objectives of the Pilot Program include, without limitation:

- a) Protecting public health and safety for residents, employees, and visitors of County Unincorporated Areas;
- b) Providing additional mobility options;
- c) Maintaining the proper Americans with Disabilities Act (ADA) path of travel in the applicable public right-of-way;
- d) Reducing emissions from motorized vehicles' short trips;
- e) Providing connections to transit;
- f) Maximizing Customer awareness of safe and legal behaviors for operating Devices;
- g) Creating an enforceable regulatory framework for allowing and managing shared mobility services;
- h) Ensuring that the equitable use of public right-of-way benefits public mobility;
- i) Ensuring that all Operators respond quickly and appropriately to issues and service complaints;
- j) Complying with the goals and objectives of County's Vision Zero initiative; and

- k) Managing the County's risk of liability related to the use, rental, and deployment of Devices.

5.1.3 Eligibility and Expectations

To be considered for participation in the Pilot Program, each applicant must submit a completed Application and all supporting information and documentation as required or requested by the County for review and evaluation.

After review of all submittal packages received by the County, each Operator will be notified if it meets the criteria for the Pilot Program Permit. The Operator must submit all required deposits and fees, executed documents, and proof of insurance before the Pilot Program Permit is issued. The Operator must pay the County for the actual costs incurred by the County relative to the application review and the Pilot Program. To the extent the County's actual costs exceed the amount deposited, the Operator will reimburse the County accordingly. The County will reimburse the Operator if the deposit exceeds the County's actual cost.

Operators are expected to comply with all applicable federal, state, and local laws at all times.

In the event an Operator fails to meet the conditions of its Pilot Program Permit, and its permission to operate is suspended, such suspension shall not result in any extension of time for the Operator to operate beyond the end date specified in the Pilot Program Permit, unless agreed to in writing by the County.

5.2 Definitions

5.2.1 Terms

Application Programming Interface (API) refers to the data interface.

County means the County of Los Angeles, sometimes referred to as Los Angeles County.

County Highway means any public highway, public street, public way or public place in the unincorporated territory of the County, accepted by the County expressly, or by way of the implied dedication doctrine, into the County system of highways. The term includes all or any part of the entire width of right-of-way, and above and below the same, whether or not such entire area is actually used for highway purposes.

Customer means a person or organization that pays for use of an On-Demand Personal Mobility Device from an Operator.

Docked refers to a Device that is stored in an upright orderly manner at a designated pick-up and drop-off location with racks.

Dockless refers to a Device for which there is not a designated drop-off location for the devices, so the Device may be left wherever the Customer ends a trip.

Dropoff Zone refers to a dedicated space for On-Demand Personal Mobility Devices to be dropped off or picked-up from.

Electric Bicycle means a bicycle with an integrated electric motor which can be used for propulsion, as defined by California Vehicle Code (CVC) section 312.5.

Electric Scooter means a motorized scooter propelled by an electric motor or by a combination of human power and an electric motor as defined by CVC section 407.5.

On-Demand Personal Mobility Devices (Devices) refers to docked, semi-docked, and dockless electric or non-electric bicycles, electric-assist bicycles, or electric scooters. Devices fall within the definition of "Vehicle" under the CVC.

Operator means a company that has a valid Pilot Program Permit to operate a Device company within the County Unincorporated Areas.

Pilot Program means the On-Demand Personal Mobility Devices Pilot Program for the County Unincorporated Areas.

Pilot Program Permit means the permit issued to allow an Operator to operate a Device company within the County Unincorporated Areas through the On-Demand Personal Mobility Devices Pilot Program.

Semi-Docked refers to a Device that is stored in an upright orderly manner at a designated pick-up and drop-off location without racks.

5.3 Pilot Program Structure

5.3.1 Schedule

The Pilot Program is intended to last 12 months from the date of issuance of the first Pilot Program Permit. The County may modify the Pilot Program in duration or scope based on the information it collects from the Pilot Program.

Request for Applications published	May 1, 2019
Applications due by 4 p.m.	May 23, 2019
Earliest start date of Pilot Program Permit	July 1, 2019
End date for all Pilot Program Permits	June 30, 2020

The County shall have sole discretion to decide whether to extend the end date of the Pilot Program Permit for any Operators.

5.3.2 Fleet Size

- a) There is no minimum or maximum fleet size at time of launch. However, the County reserves the right to modify conditions of the Pilot Program Permit to limit Device numbers within certain designated unincorporated County communities.
- b) The Director of Public Works or his Designee may, at his or her sole discretion, reduce the permitted number of Devices, for any reason, including, without limitation, non-compliance with Pilot Program Permit terms and conditions, or non-performance by Operator(s).

5.3.3 Permit Information

5.3.3.1 Cost Recovery

All applicants must submit a \$5,000 deposit to recover the actual review cost of the Pilot Program application, whether the application is approved or denied. In either case of permit approval or denial, the applicant is responsible for the County's actual cost of reviewing the Pilot Program Permit application to complete the application process. If approved, applicants must then submit a separate deposit of \$55,000 to recover the actual cost of the Pilot Program and a \$163 permit issuance fee. The costs are as follows:

Application	\$5,000	<p>Applicant must pay the County an application fee of \$5,000 towards the County's actual cost of reviewing the Pilot Program application.</p> <p>The Applicant will be responsible for the County's actual costs of reviewing the Pilot Program Permit application. If the County's actual costs are higher than the application fee, the Applicant will reimburse the County for the difference per invoice County will provide to Applicant. If the County's actual costs are lower than the application fee, the County will refund the difference to the Applicant.</p> <p>The County must receive the application fee before the County will review the Pilot Program Permit application.</p>
Pilot Program Permit Issuance	\$163	<p>Applicant must pay the County a Pilot Program Permit Issuance fee for the County's costs of issuing the Pilot Program Permit.</p> <p>The County must receive the Pilot Program Permit Issuance fee prior to issuance of the Pilot Program Permit.</p>
Pilot Program	\$55,000	<p>Applicant must pay the County a pilot program fee of \$55,000 towards the County's actual cost of</p>

	<p>administering the Pilot Program and inspection costs during the Pilot Program.</p> <p>The Applicant will be responsible for the County's actual costs of administering the Pilot Program and inspection costs during the Pilot Program. If the County's actual costs are higher than the pilot program fee, the Applicant will reimburse the County for the difference per invoice County will provide to Applicant. If the County's actual costs are lower than the pilot program fee, the County will refund the difference to the Applicant.</p> <p>The County must receive the application fee before the County will issue the Pilot Program Permit.</p>
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If permanent Docking stations or other structures are proposed within County right-of-way, each site shall require additional review deposits and permitting. Permanent Docking stations or other Pilot Program-related structures proposed within private property, property owned by other agencies, and/or public right-of-way within other jurisdictions are beyond the authorities of this permit.

Note that unincorporated Marina del Rey includes roads that are not County Highways. Deployment in those areas will require designated Dropoff Zones and a separate Right of Entry permit through the County's Department of Beaches and Harbors. See <https://beaches.lacounty.gov/right-of-entry-permit/> for more information.

5.3.3.2 Duration

Pilot Program Permits are valid until the end of the 12-month duration of the Pilot Program. If the Pilot Program duration is extended, then additional deposits and/or permit fees must be paid at a pro-rated amount for the extended duration. The County may, in its sole discretion, extend the duration of the Pilot Program.

If the County extends the duration of the Pilot Program, Operators must renew their Pilot Program permits annually.

5.3.3.3 Modifications

The County may, in its sole discretion, amend, modify, or change the terms and conditions and specifications, in part or in whole, of the Pilot Program. The County may, in its sole discretion, make changes to the Pilot Program as a result of changing technologies, needs, priorities, or Operator compliance issues. Modifications may include, without limitation, additional permit or licensing requirements, regulations, or deposits to be paid by the Operators to the County in connection to the Pilot Program.

5.3.3.4 Non-transferability

- a) An Operator may not transfer or subcontract a Pilot Program Permit to another party or entity.

5.3.4 Device Specifications

- a) All bicycles shall meet the safety standards outlined in International Standards Organization 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 Bicycles shall be “Class I” or “Class II” Electric Bicycles only, as defined in CVC section 312.5. Additionally, the County may, in its sole discretion, suspend or revoke any permit issued under this Pilot Program if the County determines the battery or motor on an Electric Bicycle is unsafe for public use.
- c) Electric Scooters shall be incapable of reaching a top speed of greater than 15 mph. The County may, in its sole discretion, revise the maximum speed based on collision and injury data.
- d) Electric Scooters shall contain language prominently displayed that notifies the Customers that:
 - i) Customers are strongly encouraged to wear helmets when operating, provide information about where helmets may be obtained, and where additional safety information can be found;
 - ii) Scooters cannot be ridden on roads with a speed limit greater than 25 miles per hour, unless there’s a Class II or Class IV bike lane, at which point a motorized scooter can only be ridden within the bike lane, as defined in CVC section 21235(b);
 - iii) “No Riding On Sidewalks” (minimum 48-point font) located on the platform of every scooter; and
 - iv) Customer must be a minimum of 18 years old with a valid Driver’s License to operate a Device.
- e) Every Device shall always have 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 shall stay illuminated for at least 150 seconds after the Device has stopped.
- f) Every Device 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 the toll-free phone number and e-mail address, on each Device for the Customers or the members of the public to make relocation requests or to report other issues with the Devices.
- g) Each Device shall be equipped with an onboard GPS device capable of providing real-time location data in accordance with the specifications described in the “Data Sharing Requirements” Section of this application.
- h) Operators shall not display third-party advertising on Devices.
- i) Customers must be a minimum of 18 years old to operate a Device.

5.3.5 System Design and Distribution

- a) The County prefers a connected shared mobility system that increases the accessibility of other modes of transportation and builds upon a cohesive regional transportation network. Operators that provide a system which can interact with other modes of transportation, such as public transit, car-sharing services, ride hailing services, and existing bike-sharing systems, are preferred.
- b) Operators shall work in a cooperative manner with the existing and emerging multi-modal transportation systems, including, without limitation, car-sharing services, transit services, Metro, and other bike-sharing systems. Operators shall provide to Customers a map of the County, including existing bike infrastructure, for enhanced navigation.
- c) Operators shall have a system operations strategy that provides an equitable distribution of Devices to ensure that Devices are available and accessible throughout neighborhoods, commercial areas, and key destinations throughout the County Unincorporated Areas. Operators shall limit the excessive concentration of Devices in congested areas. Operators shall provide adequate ground operations to ensure the safe, accessible, and responsible placement of Devices. Operators shall describe in their written application to the County their strategy for the deployment of Devices prior to any issuance of Pilot Program Permit and shall continue to provide information and documentation regarding their strategy and efforts for the equitable deployment of Devices with the County throughout the duration of the Pilot Program, or as requested by the County.
- d) Operators shall implement a driver's license validation system to ensure compliance with California State law and the Pilot Program. The system shall include periodic re-validation and a method for performing driver's license validation on any Customers who signed up prior to the validation system being in operation.
- e) Operators shall properly manage end-of-life disposal of hazardous components including batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts.
- f) Operators shall implement system-wide, location-based speed reduction strategies in designated areas of the County and for special events. Areas that require location-based speed reduction shall include public parks and shall be created to notify Customers of the prohibition of use in those areas and increase compliance with the prohibition. Speed reduction, immobilization, and geofenced no parking areas might be required for special events.

5.3.6 Parking

Device parking must not: a) adversely affect the streets or sidewalks; b) inhibit pedestrian movement, including people with disabilities; c) create conditions that negatively impact public safety and/or security; and d) block access to transit and/or properties.

- a) Operators shall implement parking confirmation and notification systems to reduce poor parking behavior through disincentive programs incorporating elements such as geofence or equivalent technology.
- b) Operators shall ensure their Devices are not parked in a manner that impedes the regular flow of travel in the County right-of-way, or in a manner that impedes the clearance on sidewalks needed for ADA compliance. Legal parking includes the landscape/furniture zone and any bicycle rack located in the County right-of-way. In addition, Operators should ensure their devices are not placed in any manner that would impede emergency, County, or utility vehicle access, or obstruct any designated fire lanes.
- c) Every Device shall be equipped with GPS tracking and technology identifying that Device is upright and properly parked;
- d) All Dockless Devices shall be equipped with technology that prevents Customers from ending a ride if the Device is not standing upright.
- e) Operators shall remedy Devices which are parked incorrectly or are inoperable within two hours from when a request is made to the Operator from 7 am to 10 pm daily.
- f) Restrictions to eligible parking zones on sidewalks shall be as follows:
 - i. Devices shall not be parked at the corners of sidewalks or 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 and/or access;
 - ii. Devices shall not be parked on blocks where the landscape/furniture zone is less than three feet wide, or where there is no landscape/furniture zone;
 - iii. The County may designate certain areas where Dockless parking is prohibited;
 - iv. The County may remove any Device parked in one location for more than five consecutive days without moving, and store the Device at a County facility at the expense of the Operators. Operators shall reimburse the County for the County's actual costs incurred in connection therewith;
 - v. Devices shall not be parked in the landscape/furniture zone adjacent to or within:
 - Loading zones;
 - Disabled parking zone;
 - Permitted construction zones;
 - Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Red curb zones;
 - Entryways;
 - Driveways;
 - Bus stops; and
 - Any other accessible route that would otherwise create a barrier to accessibility.

5.3.7 Organizational Chart and 24-Hour Contact Information

Operator shall provide:

- Organizational structure of operations team, including each team member's title and specific responsibilities on the project.
- Staffing plan, including hired staff and contractors, for operation and maintenance.
- Skills training description to be provided for staff and contractors.
- An email address and phone number for County to use as the direct point of contact 24 hours a day for notifications.
- Customer service contact number and email.

5.3.8 Maintenance and Operations

Operator shall ensure that all Devices in their fleet are in good working order, clean, and safe to operate for a wide range of Customers. Operator shall share their system maintenance strategy and process with the County prior to permit approval, and upon further request by the County. Maintenance by Operator shall include:

- a) Regular Device inspection for wear and tear, and stress-based damage that could lead to failure.
- b) Maintenance and repair consistent with, or exceeding, manufacturer's recommendations.
- c) Immediate replacement of worn or damaged parts.
- d) A strategy for maintaining electric batteries, both for daily use and for long-term replacement.

Operator shall keep organized written records of all maintenance performed for each Device, which the Operators shall promptly make available to the County upon written request.

Operator shall be responsible for closing any Service Request tickets submitted through the County's *The Works* app within 24 hours, from receipt of complaint. No Device maintenance activities shall occur in the public and/or the County right-of-way.

5.3.9 Events and Emergencies

Operators shall be prepared to work with the County in the case of emergencies or special events to prioritize the safety of Customers and to respond to the County's concerns. Operators may be asked to participate in a plan for special event operations. For example, Operators shall be prepared to work with the County on modified operations during County identified special events by adjusting deployment plans, providing additional field and/or operations staff, relocating Device parking, modifying Customer access, and informing Customers about system changes. At large events, such as those taking place in Marina Del Rey, Operators will attend the start and end of events to direct Device traffic, assist riders with where to park, and pick up vehicles post event.

5.3.10 Community Outreach

Operators shall conduct education and outreach, which shall be oriented to the community at large to reach both Customers and non-Customers. Education and outreach should include virtual (online, video, and other digital media), non-virtual, and in-person methods, and must commence within seven days of deployment of Devices by Operators, preferably before deployment. Regular, repeated, and interactive education and outreach are strongly encouraged, as well as the use of effective and creative methods of reaching people. This includes community outreach and education conducted in languages other than English in areas with other prevalent languages. Education and outreach should consider the needs and concerns of customers as well as non-Customers.

5.3.10.1 At the time of rental, Operators shall educate Customers about safety rules and regulations. Operators shall provide information to Customers regarding how to operate the Device safely and informing Customers that they are required to:

- a) Obey all applicable California Vehicle Code and Los Angeles County Code requirements;
- b) Ride in a manner that is safe and courteous to all persons;
- c) Highly consider helmet use;
- d) Refrain from using Devices on sidewalks;
- e) Yield to pedestrians;
- f) Park in appropriate locations;
- g) Park in an appropriate manner; and
- h) Pay associated penalties for violation(s) of any of the above.

5.3.10.2 Operators shall provide prompt and responsive customer service which enables Customers and members of the public to ask questions; report damaged devices, improper parking, or noise; request refunds; or otherwise receive support.

5.3.10.3 Community outreach in the neighborhoods being considered for deployment should include, without limitation:

- a) Key stakeholders (such as residents, neighborhood organizations, advisory councils serving the Project Area, etc.);
- b) Meetings held in neighborhoods within the Project Area (provide past and future dates); and
- c) A description, including frequency and type, of proposed community engagement activities.

5.3.10.4 Operators must submit a detailed quarterly report that includes a log of all outreach conducted as well as any outreach materials provided to key stakeholders and residents.

5.3.11 Equitable Access

In addition to equitable Device distribution, Operators must provide equitable service and access to Devices for low income, minority, non-English speaking, non-smart phone, and zero-car populations within the disadvantaged communities. This may include, without limitation:

- a) Commitment to ensure a minimum of 30% of total scooters are available in disadvantaged communities;
- b) 24/7 operation to ensure scooters availability during hours with reduced transit service in disadvantaged communities;
- c) Promotion of services to low income users;
- d) Partnerships with Community-Based Organizations to better address issues and concerns in disadvantaged communities;
- e) Diverse payment options, such as a cash option, that does not require the use of a smartphone and/or access to a credit or debit card; Discounted rates for low-income users; and
- f) Multilingual website and app in languages including, without limitation, English and Spanish.

The County's most disadvantaged communities are identified by the California HPI tool (<https://healthyplacesindex.org/>) by having a HPI score in the 25th percentile or lower.

Mobile apps and other customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers, and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

5.3.12 Data Sharing & Reporting

Operators shall provide accurate data through a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification (<https://github.com/NABSA/gbfs>). It is desirable that Operators make the API endpoint available to the public for viewing data, querying data, and mapping. Operators shall not change the API URL without notifying the County with at least 30 days prior notice in writing.

5.3.12.1 Mobility Data Specification (MD Specification)

Operator shall provide a County-accessible API that provides the data outlined within, and meets the MD Specification of the County as published online at <http://github.com/CityOfLosAngeles/mobility-data-specification>.

Any MD Specification compatible API must expose data where:

- a) The trip starts in the County Unincorporated Areas; or
- b) The trip ends in the County Unincorporated Areas; or

- c) GPS telemetry data shows the trip passing through the County Unincorporated Areas; or
- d) A direct path between trip start and trip end intersects the County Unincorporated Areas.

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

Operators shall not change the API URL without notifying the County with at least 30 days prior notice in writing. Operators shall provide a standardized dashboard interface to support the County in viewing data, querying data, and mapping.

Operators shall protect Customer personal information and anonymize all personally identifiable information. Summarized program performance information in memos or updates may be shared with the public. Operators shall protect detailed Customer data to the full extent required by applicable law.

5.3.12.2 Reporting

Operators shall not provide any personally identifiable information of its customers to the County or third parties unless expressly authorized by the Customer through prior informed consent.

Raw data supplied by Operator shall be held confidentially between the County and Operator in such a manner as may be required by applicable law. However, summaries, program utilization data, and trend data may be made public as permitted by applicable law.

Operators shall provide a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification (<https://github.com/NABSA/gbfs>). Operators may not change the API URL without notifying the County in writing at least 30 days in advance. Operators shall make the API endpoint available for public consumption.

5.3.12.3 System Reports

Operator shall provide weekly anonymized data reports to the County for the following County Unincorporated Areas data:

- a) Total users in system by day, week, and month;
- b) Number of trips by day, week, and month;
- c) Detailed, aggregate trip origin/destination information;
- d) Average trip length and time;
- e) Hourly fleet utilization with trip origin or destination in the County Unincorporated Areas;
- f) Average hourly Device quantities within County Unincorporated Areas;
- g) Weekly summaries of trip numbers by County Unincorporated Areas;

- h) Maps showing locations of origin and destination trips;
- i) Weekly summaries of all complaints received by the Operators in the County Unincorporated Areas;
- j) Weekly status and summaries of how and when the complaints were resolved;
- k) Maintenance schedules and logs; and
- l) Collision data

The County, in its sole discretion, may elect to adjust the reporting time frames and requested information.

5.3.12.4 Surveys

Operator shall survey Customers within the first three months, and every six months subsequently, to provide information to the County for future planning. Survey questions shall include asking Customers what mode of transportation was replaced for the use of the Device. Survey questions shall be consistent among Operators and determined in coordination with the County.

5.3.12.5 Use of Data

Operators shall follow all applicable local, state, and federal laws with respect to personally identifiable information and credit card information. It is strongly preferred that Operators do not resell or monetize Customers' personally identifiable information. If an Operator engages in such a practice, the Operator shall ensure that: a) the Operator clearly and transparently communicates this practice to Customers before Customers provide any personally identifiable information to the Operator, and b) the Operator provides Customers with a clear and easy means of opting out if they do not want the Operator to sell or otherwise monetize their personally identifiable information and credit card information. Automatic recurring billing procedures should comply with all applicable local, state, and federal laws.

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

5.3.12.6 Data Security

Operators shall provide to its Customers a Privacy Policy that firmly safeguards Customers' personally identifiable information and usage including, without limitation, trip origination and destination data. Operators shall employ an electronic payment system that is compliant with the Payment Card Industry (PCI) Data Security Standards (DSS). Each transaction shall include the Device's identification number. Operators shall provide their most recent third-party PCI audits to the County on a quarterly basis.

5.3.12.7 User Protections

Operators shall produce a privacy policy that fully complies with all applicable requirements of the California Online Privacy Protection Act (CalOPPA) and any applicable data protection laws applicable to minors. For purposes of this Pilot Program Permit, “personally identifiable information” and “personal data” shall be defined in the same manner as by CalOPPA. Without limitation to other permitting provisions requiring anonymized origin/destination and route data for solely public purposes set forth by the County, Operators shall not make any personal data of program participants in the County available to any third-party advertiser or other private entities, including any another entity that may be affiliated with or jointly owned by the entity that owns Operators.

Operators shall not claim any legal right in their terms of use, privacy policy, or elsewhere to institute retroactive changes to their privacy policy. Operators shall provide a reasonable opportunity for Customers to explicitly assent prior to any changes to their data practices, including uses of data Operators collected under a prior policy.

Operators shall not collect or sort personal data according to race, gender, religion, national origin, age, or sexual orientation except for survey data collected on an opt-in basis and for a public purpose expressly required by the County. Operators may not deny service to any user on the basis of their refusal to provide any such personal data.

Operators shall disclose to the County any and all existing data sharing agreements. Operators shall notify the County in advance of any prospective partnership, acquisition, or other data sharing agreement. Operators shall not engage in, or facilitate, any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

5.4 General Requirements

5.4.1 Operator Responsibilities

- a) An Operator seeking to participate in the Pilot Program shall comply with all applicable Federal, State, and local laws, rules, regulations, and policies. Noncompliance may result in suspension, or revocation of Pilot Program Permit, at the County’s sole discretion.
- b) Operators shall assign a program liaison for the duration of the Pilot Program and supply the County with that person’s contact information a week before the pilot launch. An organizational chart of the Operator’s team, including contact information, must also be provided during this time. The assigned liaison shall be available at all times to promptly respond to County staff’s requests. The liaison may identify an off-hours alternate, or reassignment with at least five days notice to the County.
- c) Operators shall be in compliance and in good standing with tax payments to all applicable taxing agencies. An Operator’s failure to do so may constitute grounds

for suspension or revocation of the Pilot Program Permit, at the County's sole discretion.

- d) In rendering service hereunder, each Operator shall be, and remain, an Independent Contractor. Any amounts payable hereunder shall be paid by Operators in gross amount, without reduction for penalties, taxes, or charges. Operators shall be responsible for assuming any and all applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever that may be required by law.
- e) If the County determines that an Operator's Devices do not comply with applicable laws, the County may require that the Operator implement additional measures, or, alternatively, the County may suspend or revoke the Operator's Pilot Program Permit.

5.4.2 Indemnification

The Operator shall defend, indemnify, and hold harmless the County, its Supervisors, directors, officers, elected or appointed officials, employees, agents, and volunteers from, and against, any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind, nature, or liability of any kind or nature including civil, criminal, administrative, or investigative) arising out of, in connection with, or which are in any way related to, the County's issuance of, or decision to approve, the Operator's Pilot Program Permit, the process used by the County in making decisions related to the Operator's Pilot Program Permit, the Operator's participation in the Pilot Program, the Operator's (including its officers, managers, employees, contractors, subcontractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, subcontractors, agents, and volunteers) or its Customers, or any bodily injury, including death, or property damage arising out of, or in connection with, any use, misuse, placement or misplacement, including, without limitation, placement or misplacement resulting in alleged violations of the ADA, of Operator's Device, of property or equipment by any person, any unauthorized use or disclosure of Customer data, and any violation or infringement of intellectual property rights, except for such loss or damage which was proximately caused by the sole negligence and willful misconduct of the County. The Operator shall conduct all defenses pursuant to this Section at the Operator's sole cost and expense, and County shall reasonably approve selection of the counsel to represent County as proposed by Operator. The Operator's obligations under this Section shall apply to all claims and liability regardless of whether any insurance of the Operator, its affiliates or other parties provides coverage applicable thereto. The policy limits of any insurance of the Operator, its affiliates, or other parties shall not limit the obligations of the Operator herein, including, without limitation, the amount of indemnification to be provided by the Operator. The existence of any indemnification agreements, expressed or implied, between the Operator, contractors, subcontractors, affiliates, and other third parties, shall not limit or delay the obligations of the Operator herein, including, without limitation, the Operator's indemnification obligations under the

Pilot Program. The provisions of this Section shall survive the suspension or termination of the Pilot Program Permit.

5.4.3 Insurance Requirements

- a) The Operator shall maintain 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 the County and the Department if a Best's Rating is not available) with limits of liability not less than FIVE MILLION DOLLARS (\$5,000,000) for injury or death to one or more persons out of each accident or occurrence, and FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage for each occurrence, and TEN MILLION DOLLARS (\$10,000,000) in aggregate limits. Each policy shall name the "County of Los Angeles and its officers, agents, and employees" as additional insureds.
- b) The Operator shall maintain Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- c) The Operator shall maintain an umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence. The umbrella insurance policy shall name the "County of Los Angeles and its officers, agents, and employees" as additional insureds.
- d) The Operator shall maintain automobile insurance or automobile equivalent line of insurance for Devices, with limits of liability not less than ONE MILLION DOLLARS (\$1,000,000) covering injuries, death, or property damage 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 "County of Los Angeles and its officers, agents, and employees" as primary additional insureds.
- e) The Operator shall maintain a privacy/network security/cyber security insurance providing coverage against liability for 1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); 2) system breach; 3) denial or loss of service; 4) introduction, implantation, or spread of malicious software code; and 5) unauthorized access to or use of computer systems with limits not less than FIVE MILLION DOLLARS (\$5,000,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy. This policy shall name the "County of Los Angeles and its officers, agents, and employees" as additional insureds.

5.4.4 Other Insurance Provisions

The insurance policies shall contain, or be endorsed to contain, the following provisions:

- a) Additional Insured Status: The County, and their officers, officials, employees, and volunteers shall be covered as additional insureds on the Commercial General Liability (CGL) policy. The CGL coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37).
- b) Primary Coverage: For any claims related to this Pilot Program Permit, the Operator's insurance shall be primary coverage at least as broad as Insurance Service Office Form CG 20 01 13 as respects the County, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, and their officers, officials, employees, and volunteers shall be in excess of the Operator's insurance and shall not contribute with it.
- c) Notice of Cancellation: Each insurance policy required herein shall show that coverage shall not be canceled except after notice has been given to the County.
- d) Waiver of Subrogation: the Operator hereby grants the County a waiver of any right of subrogation which any insurer of Operators may acquire against the County by virtue of payment of any loss. The Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Operator, its employees, agents, and subcontractors.

5.4.5 Self-Insured Retentions

Self-insured retentions shall be declared to, and approved by, the County. The County may, in its sole discretion, require Operators to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

5.4.6 Verification of Coverage

The Operator shall furnish the County with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements shall be received and approved by the County before the Pilot Program Permit is issued. The County may, in its sole discretion, require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

5.4.7 Failure to Maintain Insurance Coverage

Operator failure, for any reason, to maintain insurance coverage which is required by this Pilot Program Permit shall be deemed a material breach of all Permit. The County may thereupon, in its sole discretion, suspend or revoke the Pilot Program Permit, and obtain damages from the Operator resulting from said breach in accordance with applicable law.

5.4.8 Enforcement and Termination Grounds

The enforcement program will include an escalated enforcement strategy which, in most cases, may begin with the County issuing a written warning to comply to the Operator without being subjected to fines/penalties. In some cases, depending on the nature of the violation, enforcement could begin with the imposition of fines/penalties in accordance with local law. The enforcement program will seek to obtain voluntary compliance by the responsible party(ies). Enforcement will be balanced and fairly applied.

In the event that the County suspends or revokes a Pilot Program Permit, the Operator shall remove all Devices and any associated equipment from the County right-of-way and participating private properties within 72 hours from notification by the County. The County may not refund Pilot Program related incurred actual costs and Permit issuance fee.

If an Operator falsifies data or the County determines an Operator is dishonest in its reporting, the County, in its sole discretion, may suspend or revoke the Pilot Program Permit. If the County revokes a Pilot Program Permit in such a manner, the Operator shall not have an opportunity to reapply for another Pilot Program Permit during the duration of the Pilot Program.

- a) If an Operator fails to meet Device parking standards on a monthly basis, the County, in its sole discretion, may suspend or revoke the Pilot Program Permit.
- b) Grounds for suspending or terminating a Pilot Program Permit include, without limitation:
 - i) Failure by the Operator to meet the terms and conditions set forth in the Pilot Program Permit and/or the Rules and Guidelines;
 - ii) Failure by the Operator to share data;
 - iii) Failure by the Operator to abide by the Specification; and
 - iv) Failure by the Operator to move Devices located outside of the defined geofenced area.
- c) In the event an Operator is no longer willing or able to operate within the County, the Operator shall provide the County with written notice, at least 14 days in advance of the Operator ceasing operations in the County, unless the new operational end date is 14 days or less before the date in the Pilot Program Permit. Once an Operator voluntarily ceases operations, its Pilot Program Permit is voided, and the Operator must remove all of its Devices and associated equipment from County Highways within 14 days. The County will not refund Pilot Program related actual costs incurred and Permit issuance fee.

- d) The County may, in its sole discretion, with or without cause, suspend or revoke a Pilot Program Permit issued, in whole or in part, at any time, by written notice to the Operator.

5.4.9 Waiver

The County's decision not to insist upon strict performance by Operator of any provision of the Pilot Program Permit, in one or more instances, shall not constitute a waiver of such provision by the County, nor shall, as a result, the County relinquish any rights that it may have under the terms of the Pilot Program Permit.

5.4.10 Liquidated Damages – Forfeiture

As actual damages would be difficult, if not impossible, to determine, the penalty for an Operator's noncompliance with any provision of the Rules and Guidelines and other permit issuance requirements may result in suspension or revocation of all or one Pilot Program Permits, at the sole discretion of the County, without refund, reimbursement, or adjustment of any fees or actual costs incurred paid to the County as of the date of forfeiture for the breach. Determination shall be in the form of written notice from the County to Operator.

5.4.11 SEVERABILITY AND GOVERNING LAW

If a Court of competent jurisdiction holds any provision or portion of this Pilot Program Permit to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Pilot Program Permit shall be construed and enforced in accordance with the laws of the State of California.

5.4.12 INTERPRETATION OF THIS PERMIT

This Pilot Program Permit represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Pilot Program Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Pilot Program Permit or any of its provisions.

5.4.13 AMENDMENT OF PERMIT

The County, in its sole discretion, may unilaterally amend any term or condition of this Pilot Program Permit during the Pilot Program.

5.4.14 CALIFORNIA PUBLIC RECORDS ACT (PRA) INDEMNITY

The Operator shall defend, indemnify, and hold harmless the County, its Supervisors, directors, officers, elected or appointed officials, employees, agents, and volunteers from, and against, any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket

costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind, nature, or liability of any kind or nature including civil, criminal, administrative, or investigative) arising out of, in connection with, or which are in any way related to, the County's refusal to disclose the Operator's trade secrets, other technical or financial information, or the Operator's personally identifiable customer data, to any person making a request pursuant to the State of California PRA (California Government Code section 6250 et seq.). The County shall notify the Operator of any 1) communication to the County challenging the County's refusal to disclose the Operator's information, and 2) any complaint or petition to the court challenging the County's refusal to disclose the Operator's information. Further, should the Operator choose to intervene in any court action relating to the County's refusal to disclose the Operator's information, the County shall not oppose Operator's motion to intervene. The Operator shall be discharged of its obligations to the County under this provision in any circumstance where the Operator provides written confirmation to the County that 1) all of the requested records at issue are not the Operator's trade secrets, technical, financial, or other similar information or personally identifiable customer data, and 2) the County may release said records to the requestor.