

Seleta J. Reynolds
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA
ERIC GARCETTI
MAYOR

DEPARTMENT OF TRANSPORTATION
100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410



LADOT

DOCKLESS ON-DEMAND
PERSONAL MOBILITY
CONDITIONAL PERMIT



TABLE OF CONTENTS

A: BACKGROUND	3
B: APPLICATION INSTRUCTIONS	4
C: APPLICANT AGREEMENT	5
D: INDEMNIFICATION	6-7
E: INSURANCE REQUIREMENTS	8-10
F: FORM GEN 146 (REQUIRED INSURANCE AND MINIMUM LIMITS)	11
G: CONDITIONAL PERMIT FEES	12
H: FLEET INFORMATION	13
I: MOBILITY DATA SPECIFICATION	14
J: BUSINESS TAX COMPLIANCE	15
K: ORGANIZATIONAL CHART AND 24- HOUR CONTACT INFORMATION	16
L: PERMIT APPLICATION CHECKLIST	17
M: CONDITIONAL PERMIT RULES AND GUIDELINES	18-30



BACKGROUND

In the last couple of years, the City of Los Angeles witnessed an explosion of dockless, on-demand mobility products and services. In order to better understand the implications of this technology on the City and its citizens, the Los Angeles Department of Transportation (LADOT) is administering a 120-day Dockless On-Demand Personal Mobility Conditional Permit.

Operators interested in participating in the Permit must fill out the application as well as meet requirements related to data collection, insurance, indemnification, and performance deposit provisions. Beginning October 1, 2018, LADOT will begin receiving Conditional Permit applications from operators.

Upon completion of the Conditional Permit period, LADOT will administer a one-year Dockless On-Demand Personal Mobility Program, informed by the experience of the Conditional Permit period.



APPLICATION INSTRUCTIONS

The following Conditional Permit application sets out the City of Los Angeles requirements for a Dockless bike share and scooter share Operator participating in the 120-Day Dockless On-Demand Personal Mobility Conditional Permit. These requirements include data collection, insurance, and indemnification.

One hard copy must be submitted in person and one digital copy (PDF) must be sent by email. Permit applications must be submitted in-person or by mail to:

Mail Address:

Jose Elias, Bikeshare Project Manager
Los Angeles Department of Transportation
100 S Main St., 10th Floor
Los Angeles, CA 90012

E-mail: ladot.innovation@lacity.org

In addition to this permit application, applicants must submit documentation of insurance and indemnification, and the attachments listed below. The application will not be considered complete until all attachments and documentation have been received.

Permit processing will take 10-15 business days upon receipt of complete application. The earliest date Conditional Permits will be issued is October 15, 2018. Conditional Permit applications will continue to be accepted throughout 2018. Applications received after October 15 but on or before October 30 will be considered for permits to be issued November 15, and applications received after October 30 but on or before November 30 will be considered for permits to be issued December 15.

- Application Agreement
- Indemnification
- Insurance
- Conditional Permit Fees Form + Payment (Check)
- Fleet Information with Shape Files and PDF
- MDS Compliance Verification E-mail from ladot.innovation@lacity.org
- Proof of Business Tax Compliance
- Organizational Chart + 24 hr. Contact information
- Permit Application Check List



APPLICANT AGREEMENT

(I/We) the undersigned declare, under penalty of perjury under the laws of the State of California, that (I am/we are) the owner(s) or authorized representative(s) of the entity in this application; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct.

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

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

Date
Printed Name
Authorized Signature



INDEMNIFICATION

AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS ("Agreement")

By obtaining this permit, Operator agrees to defend, indemnify, and hold harmless the City, its 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 or 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 City's issuance of or decision to approve an Operator Permit, the process used by the City in making decisions, Operator's participation in the Shared Mobility Device Pilot Program, the Operator's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator's device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator's sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

SEVERABILITY AND GOVERNING LAW. If any provision or portion of this Permit shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Permit shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

AMENDMENT/INTERPRETATION OF THIS PERMIT. This 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. The City, at its sole discretion pursuant to Los Angeles Municipal Code Section 71.29, may amend any term or condition of this Permit as necessary during the Pilot Program. This Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Permit or any of its provisions.



CALIFORNIA PUBLIC RECORDS ACT (CPRA) INDEMNITY LANGUAGE. ("Company") undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose Company's trade secrets or other technical or financial information, or Company's personally identifiable customer data, to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Company's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. Company shall receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose Company's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose Company's information. Further should Company choose to intervene in any court action relating to the City's refusal to disclose Company's information, the City shall not oppose Company's motion to intervene. Company shall be discharged of its obligations to the City under this provision in any circumstance where Company provides written confirmation to the City that 1) all of the requested records at issue are not Company trade secrets, technical, financial or other similar information or personally identifiable customer data and 2) the City may release said records to the requester.

I have reviewed, understand, and agree to comply with the above indemnification language

Date

Printed Name

Authorized Signature



Insurance Requirements

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors

Minimum Scope and Limits of Insurance

- Proof of general commercial liability insurance with a minimum liability limit of \$5,000,000 and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- Proof of automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): insurance Service Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed: operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$5,000,000 per occurrence and no annual aggregate.
2. Workers' Compensation: Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. Umbrella Insurance: 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 \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
4. Performance Bond: Operator shall maintain in effect at all times during the term of this Agreement, a valid Performance Bond, in the amount of \$80 per vehicle payable without condition to the City of Los Angeles.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Los Angeles requires and shall be entitled to the broader coverage or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Los Angeles.



Other Insurance Provisions

1. **The insurance policies are to contain, or be endorsed to contain, the following provisions:**
 - a. **Additional Insured Status:** The City of Los Angeles, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy. 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 Agreement, the Operator's insurance shall be primary coverage as least as broad as Insurance Service Office Form CG 20 01 13 as respects the City of Los Angeles its officers, officials, employees and volunteers . Any insurance or self-insurance maintained by the City of Los Angeles, its officers, officials, employees or 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 City of Los Angeles.
 - d. **Waiver of Subrogation:** Operator hereby grants to the City of Los Angeles a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Los Angeles by virtue of payment of any loss. 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 City of Los Angeles 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 City of Los Angeles for all work performed by the Operator, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Los Angeles. The City of Los Angeles may require the Operator 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 name insured or the city of Los Angeles.



Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Los Angeles

Verification of Coverage

Operator shall furnish the City of Los Angeles with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Los Angeles before the permit is issued. However, failure to obtain required documents prior to the permit issuance shall not waive the Operator's obligation to provide them. The City of Los Angeles reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Operator, for any reason, fails to maintain insurance coverage which is required pursuant to this Permit, the same shall be deemed a material breach of all Permits. The City, at its sole option, may terminate this Permit and obtain damages from the Operator resulting from said breach.

I have reviewed, understand, and agree to comply with the above Insurance language

Date
Printed Name
Authorized Signature

***May take 7 to 10 business days to receive and verify insurance requirements.**

The following required insurance documentation can be submitted on-line by visiting:

[HTTP://kwikcomply.org](http://kwikcomply.org)

Required Insurance and Minimum Limits

Name: _____

Date: 09/21/2018

Agreement/Reference: Dockless On-Demand Personal Mobility - Conditional Permit

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

City of Los Angeles must be named as additional insured

\$5,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: For Automobile Liability: \$1 Million Combined Single Limit per accident for bodily injury and property damage

Umbrella Liability: \$5 Million per occurrence

Performance Bond of \$80 per vehicle



CONDITIONAL PERMIT FEES

- Permit Application Fee of \$5,000 (non- refundable)
- Conditional Permit vehicle fee of \$ 32.50/vehicle (non-refundable)
- Maximum fleet size: 3,000

For example:

3,000 vehicles x \$32.50 = \$97,500 + 5,000 (Permit Fee) = Total: \$102,500

of vehicles _____ X \$32.50 (vehicle fee)= _____ + \$5000.00 (permit fee) = _____ total

Make checks Payable to:

LOS ANGELES DEPARTMENT OF TRANSPORTATION
C/O Jose Elias
100 South Main Street, 10th Floor
Los Angeles, California 90012



FLEET INFORMATION

Proposed Total Fleet Size (3,000 Vehicle Maximum)

#

Vehicle Type and Quantity

SCOOTER	#	E-BIKE	#
ADAPTIVE BIKE	#	BIKE (NON-ELECTRICAL)	#

Service Deployment Area(s)

- ESRI Shapefile with initial deployment areas (s) indicating number of vehicles at each deployment area
- PDF map of deployment area

*Deployment area is at the discretion of individual Council Districts (subject to change)
[*http://geohub.lacity.org/datasets/ladot::dockless-mobility-conditional-use-permit-prohibited-areas](http://geohub.lacity.org/datasets/ladot::dockless-mobility-conditional-use-permit-prohibited-areas)

**For questions about geofenced operation areas or regarding the map file formats, please contact:
 ladot.innovation@lacity.org ATTN: Geofence**



MOBILITY DATA SPECIFICATION

For verification of compliance with Data Sharing Requirements, Applicant must provide a URL for both a “Production” API as well as a “Staging” API with demonstration data. The API URL’s may be submitted in a written attached document, or via email to ladot.innovation@lacity.org.

Data Sharing API’s must be compatible with the LADOT Mobility Data Specification (MDS), which is detailed at <https://github.com/CityOfLosAngeles/mobility-data-specification>.

Any MDS compatible API must expose data where:

- The trip starts in the City of Los Angeles, or
- The trip ends in the City of Los Angeles, or
- GPS telemetry data shows the trip passing through the City of Los Angeles, or
- A crow-flies path between trip start and trip end intersects the City of Los Angeles, or Shapefile of city boundaries on GeoHub located at:
http://geohub.lacity.org/datasets/09f503229d37414a8e67a7b6ceb9ec43_7
- Must also provide a link to your open GBFS feed.

A complete application must include a Mobility Data Specification (MDS) compliance confirmation

from

ladot.innovation@lacity.org

**For questions about compliance with the data sharing requirements, please contact:
ladot.innovation@lacity.org Attn: MDS in the subject line**



BUSINESS TAX COMPLIANCE

Operators seeking to participate in the Dockless On-Demand Conditional Permit are required to register with the Office of Finance within the City for business tax compliance.

- Operators can either register on-line by visiting <http://finance.lacity.org/>
- Or in person at one of the public service centers
- Operators must be in compliance and in good standing with tax payments or the permit may be revoked or ineligible for the 12-month pilot



ORGANIZATIONAL CHART 24-HOUR CONTACT INFORMATION

- Organizational structure of operations team, including title, and their specific responsibilities on the project

- An email address + phone number for LADOT to use as the direct point of contact 24 hours a day for notifications.

- Customer Service Contact Number: () _____ - _____
- LAPD 24- Hour Contact Number: () _____ - _____
- LADOT 24- Hour Contact Number: () _____ - _____



PERMIT APPLICATION CHECKLIST

COMPANY INFORMATION	COMPANY NAME												
	BUSINESS ADDRESS				MAILING ADDRESS (IF DIFFERENT THAN BUSINESS ADDRESS)								
	CITY, STATE, ZIP CODE				CITY, STATE, ZIP CODE								
	LOS ANGELES BUSINESS LICENSE NUMBER												
	PRIMARY CONTACT NAME				TITLE								
	PHONE NUMBER				EMAIL ADDRESS								
	ALTERNATE CONTACT NAME				TITLE								
	PHONE NUMBER				EMAIL ADDRESS								
	GENERAL CONTACT PHONE NUMBER				GENERAL FAX NUMBER								
CONTACT INFORMATION	GENERAL CONTACT EMAIL ADDRESS												
	BUSINESS TAX COMPLIANCE		INITIAL	APPLICANT AGREEMENT		INITIAL	PROOF OF INSURANCE		INITIAL	FLEET INFORMATION		INITIAL	
	DATA SHARING REQUIREMENTS		INITIAL	CONDITIONAL PERMIT FEES		INITIAL	ORGANIZATIONAL CHART		INITIAL	INDEMNIFICATION		INITIAL	
	24 HOUR CONTACT INFORMATION		INITIAL										
	I CERTIFY, BY SIGNING BELOW, EACH CRITERION OUTLINED IN THE CONDITIONAL PERMIT HAS BEEN MET AND WILL BE CORRECT AND ACCURATE UPON AN AUDIT CONDUCTED BY THE LOS ANGELES DEPARTMENT OF TRANSPORTATION												
	PLEASE PRINT NAME												
	TITLE OF SIGNOR						DATE						
	LADOT USE	DATE STAMP DOCUMENTS RECEIVED			DOCUMENTS RECEIVED BY			APPLICATION FULFILLS MATERIAL REQUIREMENTS (INITIAL, DATE)					
					PERMIT APPROVED BY			PERMIT DENIED			ISSUED PERMIT DATE		
						PERMIT APPROVED							
			NUMBER OF APPROVED VEHICLES			FULL DEPLOYMENT DATE							

CITY OF LOS ANGELES

CALIFORNIA

Seleta J. Reynolds
GENERAL MANAGER



ERIC GARCETTI
MAYOR

DEPARTMENT OF TRANSPORTATION

100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

DOCKLESS ON-DEMAND PERSONAL MOBILITY CONDITIONAL PERMIT RULES & GUIDELINES

Goal

The City of Los Angeles (“City”) has seen significant growth in new mobility products and services. Acceleration of shared mobility, artificial intelligence and machine learning, electrification and solar power, GPS and big data combined to change the mobility landscape more than in the previous 40 years. The City is taking a proactive approach to integrate these technologies into the fabric of its transportation system. This document and the pilot program described herein is part of a broader effort to understand dockless, on-demand technology and the implications on the City and its residents. This allows the City the tools to make informed, data-driven decisions to ensure transportation options that are safe and deliver on the City’s goal of socioeconomic and racial equity. These rules and guidelines are applicable not only to the dockless bikes and scooters currently operating within the City, but to future modes as well.

Definitions

Operator means any company that provides on-demand mobility service within a municipality.

Customer means any person or organization that pays for a mobility service from an Operator.

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

Vehicle means any device that is used or intended to be used to move a person or good from one physical point to another.

Purpose

The purpose of the Dockless On-Demand Personal Mobility Rules & Guidelines is to establish requirements that govern and permit the operation of a pilot Program in the City, and to provide a regulatory framework for all dockless mobility modes.

Conditional Permit

In advance of full Program implementation, LADOT is authorized to issue revocable, conditional permits to all Operators allowing for fleet size of 3,000 vehicles per operator without expansion. Conditional permits will include liability, performance bond, indemnification, and insurance requirements as laid out in these rules and regulations, and will expire no later than 120 days

following Council action. Individual Council Districts may opt out of the conditional permit or require geofencing within their districts. LADOT will conduct outreach to determine necessary geofencing under this permit.

Modifications

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

Relationship to City

- a) In rendering service hereunder, the Operator shall be and remain an Independent Contractor. It is expressly understood and acknowledged by the parties that any amounts payable hereunder shall be paid in gross amount, without reduction for penalties, taxes, or charges. Operators are responsible for assuming any applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever.
- b) Permits issued under this Program are not to be assigned or delegated to a substitute provider, a successor in interest, or a purchaser of the permit without express written permission by the City.
- c) The City reserves the right to terminate permits at any time and require the Operator to remove their entire fleet of Vehicles from City streets. An Operator will have 30 days to remove the entire fleet from City streets.

Non-transferability

Program permits may not be transferred to another party or entity without the express written permission of the City of Los Angeles.

INDEMNIFICATION

AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS ("Agreement")

By obtaining this permit, Operator agrees to defend, indemnify, and hold harmless the City, its 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 or 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 City's issuance of or decision to approve an Operator Permit, the process used by the City in making decisions, Operator's participation in the Shared Mobility Device Pilot Program, the Operator's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator

(including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator's device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator's sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

SEVERABILITY AND GOVERNING LAW. If any provision or portion of this Permit shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Permit shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

AMENDMENT/INTERPRETATION OF THIS PERMIT. This 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. The City, at its sole discretion pursuant to Los Angeles Municipal Code Section 71.29, may amend any term or condition of this Permit as necessary during the Pilot Program. This Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Permit or any of its provisions.

CALIFORNIA PUBLIC RECORDS ACT (CPRA) INDEMNITY LANGUAGE. ("Company") undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents, and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose Company's trade secrets or other technical or financial information, or Company's personally identifiable customer data, to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). Company's obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. Company shall receive prompt notice from the City of any (1) communication to the City challenging the City's refusal

to disclose Company's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose Company's information. Further should Company choose to intervene in any court action relating to the City's refusal to disclose Company's information, the City shall not oppose Company's motion to intervene. Company shall be discharged of its obligations to the City under this provision in any circumstance where Company provides written confirmation to the City that 1) all of the requested records at issue are not Company trade secrets, technical, financial or other similar information or personally identifiable customer data and 2) the City may release said records to the requester.

Insurance Requirements

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors

Minimum Scope and Limits of Insurance

- Proof of general commercial liability insurance with a minimum liability limit of \$5,000,000 and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- Proof of automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): insurance Service Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed: operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$5,000,000 per occurrence and no annual aggregate.
2. Workers' Compensation: Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. Umbrella Insurance: 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 \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
4. Performance Bond: Operator shall maintain in effect at all times during the term of this Agreement, a valid Performance Bond, in the amount of \$80 per vehicle payable without condition to the City of Los Angeles.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Los Angeles requires and shall be entitled to the broader coverage or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Los Angeles.

Other Insurance Provisions

1. **The insurance policies are to contain, or be endorsed to contain, the following provisions:**
 - a. **Additional Insured Status:** The City of Los Angeles, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy. 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 Agreement, the Operator's insurance shall be primary coverage as least as broad as Insurance Service Office Form CG 20 01 13 as respects the City of Los Angeles its officers, officials, employees and volunteers . Any insurance or self-insurance maintained by the City of Los Angeles, its officers, officials, employees or 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 City of Los Angeles.
 - d. **Waiver of Subrogation:** Operator hereby grants to the City of Los Angeles a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Los Angeles by virtue of payment of any loss. 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 City of Los Angeles 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 City of Los Angeles for all work performed by the Operator, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Los Angeles. The City of Los Angeles may require the Operator 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 name insured or the city of Los Angeles.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Los Angeles

Verification of Coverage

Operator shall furnish the city of Los Angeles with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Los Angeles before the permit is issued. However, failure to obtain required documents prior to the permit issuance shall not waive the Operator's obligation to provide them. The City of Los Angeles reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Operator, for any reason, fails to maintain insurance coverage which is required pursuant to this Permit the same shall be deemed a material breach of all Permit. The City, at its sole option may terminate this Permit and obtain damages from the Operator resulting from said breach.

Operator Responsibilities

Operators seeking to participate in the Program will register with the Office of Finance within the City for business tax compliance. Operators can either register online or in person at one of the public service centers. Operators must be in compliance and in good standing with tax payments or the permit may be revoked or not eligible for renewal the following year.

Universal Requirements

- a) No Vehicle shall be put in service until the appropriate Program permit is obtained from the City.
- b) Program permits shall be valid for a maximum of 120 days from the date of issue and all issued Program permits will expire on the same date.
- c) Operators are advised that application for a Program permit does not guarantee issuance of a Program permit.

Vehicle Identification

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

Safety

- a) All bicycles shall meet the safety standards outlined in ISO 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in CVC section 21201, including for lighting during operation in darkness.
- b) Electric-assist bicycles shall be “Class 1” or “Class 2” electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5. Additionally, the City reserves the right to terminate any permit issued under this Program if the battery or motor on an electric-assist bicycle is determined by the City to be unsafe for public use.
- c) An electric scooter shall be any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor or other power source. This device may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion. A motorcycle, as defined in Section 400 of the California Vehicle Code, a motor-driven cycle, as defined in Section 405 of the California Vehicle Code, or a motorized bicycle or moped, as defined in Section 406 of the California Vehicle Code, is not an electric scooter.
- d) Electric scooters shall be incapable of reaching a top speed of greater than 15 mph. Speed limits will be re-evaluated on a quarterly basis. The Los Angeles City Council (Council) reserves the right to revise the speed limit based on collision and injury data as recommended by LADOT.
- e) Electric scooter systems shall have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the Vehicle has stopped.
- f) Electric-assist bicycle systems shall have visible language that notifies the user that:
 - Helmet use is encouraged while riding a bicycle;
 - Riders shall yield to pedestrians; and
 - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles.
- g) Electric scooter systems shall have visible language that notifies the user that:
 - Helmets shall be worn when operating an electric scooter;
 - Riders shall yield to pedestrians;
 - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles;
 - “No Riding On Sidewalks” (minimum 48-point font) located on the platform of every scooter; and
 - Customer must be a minimum of 18 years old with Driver’s License to operate Vehicle.

Fleet Size

- a) All Operator applicants to the Program shall include the fleet size in their application.
- b) All Operators shall have a minimum fleet of 500 Vehicles; Operators shall meet this fleet size within four weeks of the date of issuance of their Program permit.
- c) All Operators using only adaptive bicycles for persons with disabilities (non-electric) shall have no minimum fleet size. If using any combination of dockless bicycles (non-electric), electric-assist bicycles, or electric scooters with adaptive bicycles, Operator will be required to meet the 500-vehicle minimum.
- d) Operators must reserve a minimum of 50 percent of their fleet size for electric-assist vehicles unless providing adaptive bicycles (non-electric) for persons with disabilities. Operators that do not provide 50 percent of their fleet size for electric vehicles must reserve a minimum of 1 percent of their fleet size for adaptive bicycles.
- e) No Operator may exceed a maximum fleet of 3,000 Vehicles.

Compliance with Mobility Data Specification

- a) All Operators shall abide by the Mobility Data Specification (“Specification”) as published online at <http://github.com/CityOfLosAngeles/mobility-data-specification>.
- b) As part of the Program permit application process, all Operators shall demonstrate compliance with the Provider and Agency API of the Mobility Data Specification.
- c) The City may, in its sole discretion, release subsequent versions and/or updated versions of the Specification and require Operators to use the most current version by releasing an automatic update and/or disabling support for the previous version.
- d) The City may conduct maintenance on, stop providing, and/or change the method of access to the Services, Software, and/or Content at any time, with or without notice to the Operator. For avoidance of doubt, the City, in its sole discretion, may temporarily or permanently suspend Operator’s access to the Services, Software, and/or Content under this Agreement.
- e) Notwithstanding the returned results of any of the Mobility Data APIs, it shall be the sole responsibility of the Operator to comply with the City’s Program requirements listed herein.

Service Area and Geo-Fencing

- a) The Program is valid only for operations within the City’s rights-of-way.
- b) At the City’s discretion, additional operating zones may be established including but not limited to locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the Customer through signage approved by the respective entity and/or through the Operator’s mobile and web application.

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

Marketing / Advertising

Operator shall not display third party advertising on its Vehicles.

Operator Customer Service

- a) All Operators shall provide a mechanism for Customers to notify the Operator when there is a safety or maintenance issue with the Vehicle.
- a) Operator shall maintain an updated organizational chart and contact information of operations team via the City's Program portal.

Reporting / Data Sharing

- a) Raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.
- b) Customers' personally identifiable information collected by Operators may not be transmitted to, processed or stored at a destination outside of the United States.
- c) The City is permitted to use all data the Operator provides in accordance with the Specification including, but not limited to, displaying real-time data and real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.
- d) All permitted Operators shall provide a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification (<https://github.com/NABSA/gbfs>). The Operator may not change the API URL without notifying the City with at least 30 days' notice. Operators are required to make the API endpoint available for public consumption.

Operations & Maintenance

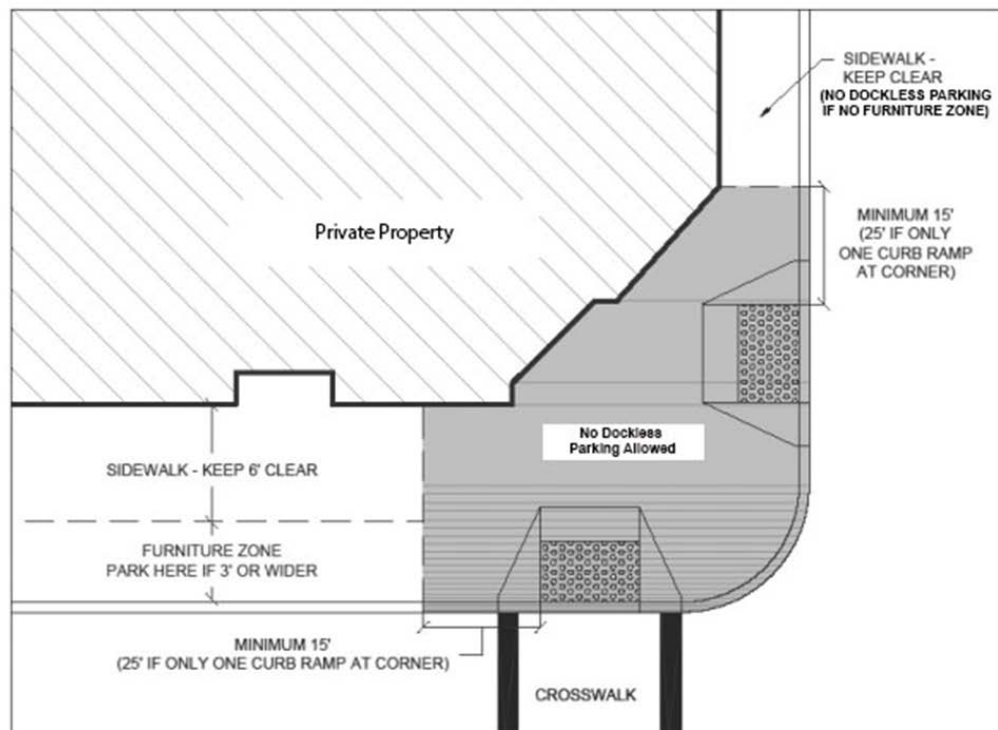
- a) All Operators shall have a staffed operations center in the City and a 24-hour contact person available for emergency removals .
- b) Between the hours of 7am and 10pm daily, Operators shall remedy inoperable or improperly parked vehicles within two hours.
- c) All Operators shall have a performance bond of \$80/Vehicle. The form of the bond shall be approved by the City. These funds shall be accessible to the City for costs that may be incurred for, including but limited to, removing and storing improperly parked Vehicles and if an Operator fails to remove the Vehicles when its permit is terminated. If an Operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional Vehicles.

- d) An Operator shall repair any inoperable Vehicle or any Vehicle that is not safe to operate before returning the Vehicle into revenue service.
- e) If Los Angeles Department of Transportation (LADOT) or any other City department or office incurs any costs addressing or abating any violations of this agreement, or incurs any costs of repair or maintenance of public property, and potentially upon receiving written notice of City costs, the Operator shall reimburse the City for such costs within thirty days of receipt of an invoice detailing such costs.
- f) Operators will attend an on-site meeting with City staff to discuss the program and show a demonstration Vehicle that will be deployed prior to permit approval.
- g) Operators shall submit maintenance schedule and maintenance logs to the City via the report-maintenance API or MDS v0.1 endpoint.

Parking

- a) An Operator shall ensure their Vehicles are parked in the landscape/furniture zone of the sidewalk, preferably to a bicycle rack or in another area specifically designated for bicycle parking. Operators shall inform Customers on how to properly park a Vehicle.
- b) Every Vehicle may be equipped with a locking mechanism to secure the vehicle to a fixed object, or shall have smart technology equipment to identify that a vehicle is upright and properly parked, and GPS tracking. However, LADOT shall reserve the right to require operators to include a locking mechanism to lock to a fixed object at any time.
- c) Operators shall remove electric scooters from the public right-of-way on a daily basis.
- d) Operators shall ensure their Vehicles are not parked in a way that impedes the regular flow of travel in the public way, or in a way that impedes the clearance on sidewalks needed for ADA compliance. Legal parking includes the landscape/furniture zone and any bicycle rack in the public right of way.
- e) Restrictions to eligible parking zones on sidewalks shall be as follows:
 - Vehicles shall not be parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility.
 - Vehicles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
 - On blocks without sidewalks, Vehicles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
 - The City reserves the right to determine certain block faces where dockless parking is prohibited.
 - Vehicles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

- Any Vehicle that is parked in one location for more than 5 consecutive days without moving may be removed by the City's Bureau of Sanitation and taken to a City facility for storage at the expense of the Operator. Bureau of Sanitation shall invoice the violating Operator for fees incurred.
 - Vehicles shall not be parked in the landscape/furniture zone adjacent to or within:
 - Parklets;
 - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Red curb zones;
 - Entryways; and
 - Driveways.
- f) Vehicles shall be upright when parked.
- g) Operators shall work with each individual Council District if additional parking is required, which includes bicycle racks and/or bicycle corrals.
- h) Vehicles shall not be parked within 15' of street corner pedestrian ramps (25' if there is only a single pedestrian ramp). Refer to graphic below:



Enforcement & Termination Grounds

- a) If data is falsified or the City suspects dishonest reporting, the City reserves the right to revoke the Program permit. In the case of a Conditional Permit being so revoked, Operator will not have an opportunity to reapply for a permit for at least one year.
- b) If Vehicle parking standards are not met on a monthly basis, the City reserves the right to revoke the Program permit.
- c) Grounds for terminating Program permits include, but are not necessarily limited to: Failure to meet the terms and conditions set forth in the Program permit and/or the Rules and Guidelines;
 - Failure to put vehicles into service within 30 days;
 - Failure to share data;
 - Failure to abide by the Mobility Data Specification; and
 - Failure to move vehicles located outside of the defined geo-fenced area; and
 - Failure to comply with the City's insurance requirements throughout the duration of the Conditional Permit period.

Termination Payment

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

Waiver

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

Liquidated Damages - Forfeiture

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

Fees

Permit Application Fee	\$5,000	Administration of the Permit. Fees shall be due prior to issuance of permit.
Conditional Permit Vehicle Fee	\$32.50/vehicle	An increase in fleet size shall incur additional charges and must be paid prior to deployment.

- a) LADOT may accept permit fees to recover costs incurred to implement the Program.
- b) Applicants shall pay \$5,000 for a Permit Application Fee for the Program.
- c) Applicants shall pay a program administrative fee of \$32.50/vehicle to the City.
- d) All fees will be deposited to a new Revenue Source Code entitled Mobility Program within Fund No. 49C, established by the City Controller, and appropriated into a new Dockless On-demand Mobility Program account.
- e) Any fees arising from the need for City crews to relocate or remove vehicles from any location where a vehicle is prohibited under this permit shall equal the Bureau of Sanitation's Maintenance Laborer hourly rate plus any additional storage/impound fees.

Modification of the Agreement

- a) The City may modify any of the terms and conditions contained in this Agreement at any time and in the City's sole discretion.
- b) IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR SOLE RECOURSE IS TO TERMINATE THE AGREEMENT. YOUR CONTINUED USAGE OF THE SERVICES, SOFTWARE, AND/OR CONTENT FOLLOWING CITY'S MODIFICATION CONSTITUTES YOUR IRREVOCABLE AND BINDING ACCEPTANCE OF THE CHANGE.