City of Santa Monica
Shared Mobility Device Pilot Program
Administrative Regulations

March 5, 2019

Section 1 Pilot Program Overview

1.1 Introduction

The purpose of these Regulations is to permit and govern a pilot program to test the deployment and use of shared mobility services within the City of Santa Monica.

City Council directed City staff to develop a Shared Mobility Device Pilot Program (Pilot Program). On June 26, 2018 City Council adopted Ordinance 2578 and gave staff direction to proceed with the implementation of the Pilot Program to forge a model way for regulating these new companies and technologies to protect public safety and promote community wellbeing, sustainability and equity.

In order to be able to provide flexibility and quickly adapt to changing environments and industries the Pilot Program will be facilitated through these Administrative Regulations. The Administrative Regulations are subject to amendment during the Pilot Program as the City works with Operators to make data-driven decisions to deliver a safe transportation option and define effective solutions to known and identified challenges as the process evolves. Participation in the Pilot Program is granted through a request for application and selection process, and issuance of an approved Business License/Operator Permit.

A key to the Pilot Program's success would be an open and productive partnership between the City and Operators that facilitates the Operator being highly responsive to real community concerns about safety and adverse impacts on members of the public who walk, bike or drive in Santa Monica.

1.2 Pilot Program Goals and Objectives

- Diversify mobility options for residents, employees and visitors to Santa Monica.
- Protect public health and safety.
- Reduce sidewalk, pathway and Americans with Disabilities Act (ADA) blockages.
- Reduce emissions from short trips and connections to transit.
- Maximize user awareness of safe and legal behaviors for operating shared mobility devices.
- Create an enforceable framework for managing shared mobility services.
- Ensure use of Public Right of Way (PROW) benefits public mobility.
- Ensure private Operators respond to pervasive issues and service complaints.

Section 2 Definitions

(a) "Director" shall mean the Director of Planning and Community Development or designee.

(b) "Minimum Utilization Rate (MUR)" is minimum average number of daily rides per device that an operator must achieve in order to maintain or increase fleet size. Utilization is calculated by dividing the sum of total daily rides within the jurisdiction over a one-week period by the total devices available daily during the same timeframe.

(c) "Operator(s)" shall mean any person or business entity selected by the City to participate in the Shared Mobility Device Pilot Program pursuant to SMMC Section 3.21, including employees, managers, officers, principals, directors, owners, contractors, representatives, or agents.

(d) "Public Right-of-Way" shall mean any public alley, parkway, public transportation path, roadway, sidewalk, or street that is owned, granted by easement, operated, or controlled by the City.
(e) "Regulations" shall mean the Administrative Regulations established and recommended herein.
(f) "Shared Mobility Device (Device)" shall mean any transportation device by which a person can be propelled, moved or drawn that is displayed, offered or placed for rent in any Public Area or Public Right-of-Way, except that a "Shared Mobility Device" does not include a Car Share Vehicle, as defined by Chapter 3.06 of the SMMC, a device authorized by the City Bike Share System pursuant to Chapter 3.20 of the SMMC, a taxicab as regulated in Chapter 6.49 of the SMMC, or a device operated by the Los Angeles County Metropolitan Transportation Authority.

Section 3 Pilot Structure and General Terms

Operators are advised that requirements that are listed as "Must," "Shall," or "Required" are mandatory specifications. Specifications that are listed as "Should", "Desirable", Preferred", or "Advantageous", are value added and their inclusion is desired.

3.1 Schedule

The Pilot Program will last approximately 16 months, with possible amendments to SMMC Section 3.21 and the Regulations during the term of the pilot program. Formal evaluation of the Pilot Program shall begin at 9 months, and conclude with a report and recommendation to City Council on a permit system or next steps within the 16 months.

Request for Applications published	July 9, 2018
Bidder applications due	July 27, 2018
Selection recommendations posted	August 30, 2018
Pilot Program launch	September 17, 2018*
Pilot Program end	January 2020

*Once a notice to proceed is given, selected Operators are expected to begin operations within 30 days.

3.2 Program Scope & Scale

Up to four (4) Operators will be selected to operate within the administrative boundaries of the City of Santa Monica. It is desired that the Pilot Program include two e-bike and two e-scooter service options. If one operator is selected to provide both e-scooters and e-bikes, the City may decide to select fewer than four companies so long as a minimum of two e-bike and two e-scooter service options are provided.

3.3 Permitted Device Quantities

The total number of Devices permitted to operate may adjust every two weeks to allow Operators to increase the size of their fleets to meet demand when needed, and to reduce the size of their fleets when they are determined underutilized. Changes to device allocations will not be considered during the first 30 days of the pilot program.

A Dynamic Capping system will be used to consider fleet adjustment according to the provisions below:

(a) The total size of the City-wide device fleet shall not exceed 3,000 total Devices, with up to 1,000 e-bikes and up to 2,000 e-scooters at the launch of the program. The total number and ratio of e-bikes to e-scooters may change over the program based on utilization data from all Operators.
(b) At the launch of the program, selected Operators may deploy shared mobility devices as outlined in the Director's Final Administrative Decision.
(c) An operator may add devices to its fleet upon request to and approval by the City when the operator can demonstrate with device and utilization data that average ridership exceeds the Minimum Utilization Rate (MUR) of three (3) rides per day for e-bikes and four (4) rides per day for e-scooters. Requests for changes will not be considered during the first 30 days to enable all operators to begin operations.
(d) When utilization falls below the prescribed MUR, Operators must remove the number of devices necessary to meet or exceed the MUR.
(e) When utilization is above the prescribed MUR, Operators may request to add devices.
(f) Each operator shall have a minimum of 250 Devices deployed in its fleet.

3.3.1 Dynamic Cap Adjustment Process

Operators interested in increasing their device cap must submit a request to the City with recent and relevant supporting data that demonstrates fleet utilization levels that meet or exceed the MUR. Data from the first 30 days of the pilot program should not be used in a request for adjustment. Utilization is calculated by dividing the sum of total daily rides within the jurisdiction over a one week period by the number of total devices available daily during the same timeframe. The highest and lowest outliers may be removed from the calculation.

Adjustments to the Dynamic Cap must occur according to the following process.

Increase in the Number of Devices (Cap Increases):

1) Operator submits request to City with supporting data.
2) City will verify data using sources like the "real time" API system.
3) City will consider allowing fleet size increases only to the point where the estimated number of devices and utilization meets, but does not fall below, the MUR.
4) The City shall publish a tentative adjustment decision on the City's Pilot Program webpage along with reasons supporting the decision within five (5) business days of the request.
5) The City will solicit public comments for two (2) business days prior to issuing a final determination. The City's final determination shall constitute the final decision and is not subject to further administrative review. Operators must comply with the City's established device limits.
6) Any approved increase cannot be deployed by the operator until a Notice to Proceed has been issued.
7) The City will issue a decision within 14 days of the request.

Decrease in the Number of Devices (Cap Decreases):

1) On a monthly basis the City will review operator utilization rates to determine if the MUR is met.
2) If utilization is below the MUR, the City may direct Operators to reduce their fleet size such that the estimated number of devices and utilization meets the MUR.
3) Operators must comply with required fleet reductions within 7 days.

The City will take into consideration market needs, the total number of devices deployed in the City, device utilization, operator performance, public safety, seasonal and environmental conditions, special events, and criteria outlined in this document in the evaluation of requests for increased devices, or required device decreases. The Annual Per Device fee must be paid for each added device prior to deployment. Annual Per Device fees for additional Devices will be prorated based upon the schedule below.

3.4 Partnership between City and Operator

Pilot Program Operators must actively engage with City staff to resolve issues and to develop solutions to improve service performance throughout the duration of the Pilot Program. Operators shall be responsible for clearly communicating operational adjustments to the city, promptly responding to city inquiries and requests, addressing public complaints, and resolving any operational issues that may arise. Operators will be evaluated by the City on their commitment to customer service.

Each selected operator shall assign a program liaison for the duration of the Pilot Program and supply the City with that person's contact information at the pilot launch. An organizational chart of the operator's team, including contact information must be provided. The assigned liaison shall be available to promptly respond to City staff during the hours 7am-10pm daily. The liaison may identify an off-hours alternate, or reassignment with at least 5 days notice to the City.

3.5 Permitting Fees

There is no application fee for participation in the Shared Mobility Pilot Program. Selected Operators must pay an Operator Fee for participation in the Program of $20,000 per year, as well as a Per Device Fee of $130 per year for each of its shared mobility devices. Pursuant to Council Resolution 11134 adopted on August 28, 2018, operators must pay a daily PROW use fee of $1/device/day, which will be billed monthly at the beginning of the month. The PROW fee payment will be due no later than the 15th of the month. Operators must comply with applicable business licensing permits and fees.

Permit	Current Fee*
Annual Operator Fee	$20,000 Per Operator
Annual Device Charge	$130 per Device
Business License Minimum Tax	$75
cASP State Mandated Fee**	$4
Public Right-of-Way Fee	$1/device/day

*Fees are adjusted annually by a cost of living factor and take effect July 1st of each year.
**Small business and non-profit exemptions exist. Speak with the Business License unit for more information.

The table above summarizes the general fees and business license taxes for new applicants. Additional fees and assessments may apply. Successful applicants will be classified under the "Services" classification as defined in SMMC 6.08.150.

Operators must be in compliance and in good standing with payments of taxes, fees and citations or their permit may be revoked. The City reserves the right to amend these fees to ensure cost recovery and facilitate program development.

3.5.1 Payment procedures

An operator must pay all applicable program fees prior to their launch date. The Per Device Fee must be paid prior to the deployment of any devices, and any additions. Failure to pay applicable fees could make the operator subject to revocation or suspension of participation in the Pilot Program.

The Operator and Device fees and fines must be paid in full at the start of the Pilot Program. Per Device Fees for additions during the Pilot will be prorated, based on the schedule below. The City will not issue a Device fee refund for devices that are required to be removed from deployment. The prorated schedule is:

Month of Fee Payment	Per Device Fee
September	130.00
October	119.17
November	108.33
December	97.50
January	86.67
February	75.83
March	65.00
April	54.17
May	43.33
June	32.50
July	21.67
August	10.83

3.6 Contingency Plan

In the event an Operator is no longer willing or able to operate within the City, the Operator must provide the City with written notice, at least 14 days in advance of it ceasing operations in the City. Once the Operator ceases operations, it must immediately surrender its permits to the City, and remove all of its devices and associated equipment from the public right-of-way and private properties immediately.

3.7 Device Specifications

Devices deployed in the City must meet the definition of a Shared Mobility Device as defined in Section 2 of the Regulations and Section 3.21.020(f) of the Ordinance.

E-bikes shall meet the safety standards outlined in the International Standardization Organization (ISO) 43.150 - Cycles, as well as the standards outlined in 15 USC Section 2085,

and 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.

Electric-assist bicycles shall be "Class 1" or "Class 2" electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5.

Motorized shared mobility scooters must comply with and come within the meaning of devices defined in CVC Section 407.5 (a) CVC and must meet specifications set forth in CVC Sections 21220 – 21235, including but not limited to specifications for brakes, reflectors, and lighting, and all other federal, state, and local requirements applicable to safe operation of motorized scooters. Operators must ensure that confirm that scooters comply with these CVC Sections.

Each Shared Mobility Device must be properly maintained and meet the following minimum criteria:

(a) Designed to withstand the demands of outdoor and shared use
(b) Highly durable; theft and vandal resistant
(c) Safe, comfortable and easy to use by a wide range of users, and in the case of bicycles, include an adjustable seat
(d) Durable brakes
(e) Warning bell
(f) Security hardware
(g) Front light that emits white light and a rear red light
(h) Safety information clearly posted on each device legible from a distance of 3 feet
(i) Display customer service contact information legible from a distance of 3 feet
(j) Display a clearly visibly unique device identification number from a distance of 10 feet. The identification number must be correlated with operator records sufficient to identify the unique device and a records associated witht the device.
(k) Maximum speed of 15mph or less for scooters, and 20mph for e-bikes
(l) Non-combustion engine

It is preferred that operators provide:
(m) Use of proprietary parts to deter equipment theft and vandalism.
(n) Some three-wheel scooter devices for stability-impaired individuals.

3.8 Device Technology

Devices must offer state-of-the art shared mobility technology. Operators must provide the necessary technology to track devices, determine device utilization, enhance customer service, and to educate users about safe riding and the rules of the road.

At a minimum, each device must provide the necessary technology to provide real-time location tracking and recorded trip origin and destination. Devices must be capable of location-based speed regulation and parking restriction.

In areas identified by the City in Attachment A, devices must be capable of being automatically controlled to a maximum of 5mph or safely cease operation, and limiting ride end or ride begin features in order to regulate parking behavior.

Devices must have GPS equipment that provides the locational accuracy needed to virtually designate a "hub" or “station” system for device parking, to track trip path, to restrict speed in designated areas. Devices should be able to implement enforcement mechanisms that can recognize and prohibit sidewalk riding.

RFID and/or NFC technology that enables users to rent bicycles from mobile devices, access cards, or other similar device is preferred.

3.9 System Design & Distribution

Operators must have a system operations strategy that provides an equitable distribution of devices, which ensures devices are available and accessible throughout neighborhoods, commercial areas, and key destinations citywide. Operations must also limit the excessive concentration of devices in congested areas. Adequate ground operations must be provided to ensure the safe, accessible and responsible placement of Shared Mobility Devices. Operators must communicate their strategy for the deployment of devices to the City, including information about the type of work force employed, staffing levels, and general rebalancing schedules

The System design must:

(a) Identify equitable device deployment locations that adequately distributes Shared Mobility Devices and minimizes over-concentrations in high demand locations like the Downtown.
(b) Limit the number of devices in the City’s Downtown District to 1/3 of the operator’s total devices.

Operators must implement parking confirmation and notification systems to reduce poor parking behavior. Operators must work with the City to create systems for chargers and users to utilize designated parking areas in the public right of way using a geofence or equivalent technology. Users must be informed, directed and should be incentivized by the Operator to return equipment to those predesignated deployment locations or drop zones.

Operators must provide staff or other contracted services to constantly rebalance the distribution of devices throughout the day to achieve an equitable distribution of devices.

Operators must implement system-wide location-based speed reduction strategies in designated areas of the City and for special events such as COAST and LA Marathon. Areas with location-based speed reduction include the Beach Path, Promenade, and public parks and are created to notify users of the prohibition of use in those areas and increase compliance with the prohibition. Speed reduction in other areas might be required in other areas for special events.

3.10 Deployment and System Operations (See Exhibit A: Deployment Map).

Use of public sidewalks must not a) adversely affect the streets or sidewalks, b) inhibit pedestrian movement, or c) create conditions which are a threat to public safety and security.

Parking standards for device deployment include:

1. Devices must be upright when deployed.

2. Devices must be deployed in the part of the sidewalk adjacent to the roadway curb (so long as 48-inches of pedestrian clear zone is maintained), at a public bike rack, or other locations consistent with the local laws and regulations.
3. Devices must not be deployed within: Ocean Front Walk, the beach or beach bike-path, beach parking lots, Third Street Promenade, the Pier or Pier Bridge, public parks, and the waiting, loading and unloading areas of transit stops.
4. Devices must not be deployed in a manner that violates ADA accessibility requirements or impedes ADA access, including blocking crosswalks or crosswalk activation buttons.
5. Devices must not be deployed within 18 inches from the face of curb.
6. No device shall be parked in one location for more than forty-eight hours.
7. Any device that is parked incorrectly shall be re-parked or removed by the operator within 1 hour of receiving notice between the hours of 7am and 10 pm daily.
8. Devices must not be deployed within 48 inches of parking meters.
9. Devices must not be deployed within 36 inches of fire hydrants.
10. Devices must not be deployed on the sidewalk adjacent to passenger loading zones (white curb), or commercial loading zones (yellow curb).
11. Devices must not be deployed on sidewalks or streets with more than a 5% grade incline.

Parking standards for users include:

12. Unless at a bike rack or designated location, devices should not be parked on, or within: Ocean Front Walk, the Beach Bike Path, the beach or beach bike-path, beach parking lots, public parking facilities, Third Street Promenade, the Pier or Pier Bridge, Palisades Park, public parks or the waiting, loading and unloading areas of transit stops.
13. No device shall be parked in one location for more than forty-eight hours.
14. Any device that is parked incorrectly shall be re-parked or removed by the operator within 1 hour of receiving notice between the hours of 7 am – 10pm daily.

Devices parked immediately adjacent to or within a transit stop, immediate waiting/loading/unloading zone, loading zone, accessible parking zone or other facilities specifically designated for handicap accessibility, fire hydrant, curb ramp, entryway, driveway, or parklet, can be considered an immediate hazard or obstruction and are subject to impoundment pursuant to Santa Monica Municipal Code Chapter 3.21.

Operators are responsible for securing approval from private property owners for all use of private property. Operators are responsible for resolving all shared mobility device issues with private property owners.

Operators shall create systems that maximize behavior of users to park in appropriate locations, including parking confirmation photo verification systems, parking rating, parking reporting systems and creating geofenced no-start or no-end ride zones as set forth in Attachment A. Systems could include, but are not limited to, education/information, incentives and penalties. Operator must educate customers on how to appropriately park devices at the time of each rental. Operators are encouraged to provide clear and specific parking information during every ride through in-app messaging, video or virtual reality features. Messages should inform users that improper parking puts others at risk. Operators should develop systems to review and link users to violations. Operators should provide incentives for encouraging proper parking.

Operators must deploy staff teams between the hours of 7 am – 10 pm daily to address field conditions including, but not limited to, inappropriate parking, excessive sidewalk clutter, devices knocked over, unsafe conditions, and blocked passageways.

3.11 Maintenance

Operator must ensure that all devices in their fleet are in good working order, clean and safe to operate for a wide range of users in existing public rights-of-way. Operators must share their system maintenance strategy and process with the City both prior to operations, and upon further request by the City, including maintenance frequency/ practices and staff training procedures. Maintenance should 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.

Operators must keep a record of all maintenance performed for each device, which is made available to the City upon request.

Devices that are not operable must be removed from the public right-of-way promptly, including inoperability due to insufficient battery power, communications failure, or other systems and software failures. Inoperable devices, or any device that is not safe to operate, shall be made un-available to the public via device lock-down and removed within 1 hour of notification.

3.12 Customer Service

Operators must provide customer service enabling members of the public to ask questions, report damaged devices or improper parking, request refunds, or otherwise receive support. Operators must prominently display customer service contact information on the device including but not limited to telephone number, email address, and website location on each device. Prominent display must include easily visible placement and a text size that is easily readable from a distance of at least 3 feet.

The operator must provide a Public Safety Hotline to allow City personnel direct contact with Operators 24 hours a day for emergencies and device relocation, with a response time of 2 hours or less.

Customer service must be responsive to community complaints and feedback, and should:

(a) Coordinate with the City to develop a process to report issues and concerns.
(b) Allow users to submit notifications on device or system operations issues.
(c) Strive to use technology to reduce all customer service response times.

It is preferred that the operator provide additional customer support and service mechanisms (e.g.: mobile applications like Twitter, texting, websites like Nextdoor, phone number) and hours

of service. Customer support must be available 7am - 10pm daily. Service in multiple languages, especially Spanish, is preferred.

It is preferred that the operator establish a separate public safety reporting and response system. It is preferred that Operators use a city-integrated “active ticket resolver” system for customer service delivery or that the City receives auto copies of all complaints to the operator.

3.13 Events and Emergencies

Operators must be prepared to work with the City in the case of emergencies or special events to prioritize the safety of users and respond to municipal concerns. Operators may be asked to participate in a plan for special event operations. For example, Operators shall be prepared to work with the City on modified operations during the annual Coast open street event, or other large events, by adjusting deployment plans, providing additional operations staff, relocating parking, modifying customer access, and informing users about system changes. Operators must cooperate with public safety personnel in the case of emergencies, and comply with agreed upon operations plans for special events. Operators are expected to proactively communicate with users during events and emergencies. Access to real time device data must be provided to the City public safety personnel during emergencies and requested events.

For devices on public property, the City may require the Operator to temporarily move devices to a nearby location if the approved location needs to be used for emergency, event, construction, or public purposes. Devices may also be moved by City for these purposes.

3.14 Multimodal Connections

3.14.1 Multi-modal Interoperability

The City 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 that can interact with other modes of transportation, such as public transit, car sharing services, ride hailing services, and existing bike share services, are preferred.

3.14.2 Interaction with Multi-modal Transportation Systems

Operators are required to work in a cooperative manner with the existing and emerging multi modal transportation systems. This includes, but is not limited to, car sharing services, Big Blue Bus, Metro, and other bike sharing systems, such as the Breeze Bike Share System. A map of the city including existing bike infrastructure, must be provided to users for enhanced navigation.

3.15 User Engagement

Operators must to engage with users to protect the safety of customers and all roadway users. Engagements should include virtual (online, video, and other digital media), physical and in-person methods. Regular, repeated, and interactive engagement is strongly encouraged, as well as use of effective and creative methods of reaching people. This engagement should consider the needs and concerns of customers as well as non-users of the system. Engagement should reflect values consistent with the community, including but not limited to, safety, civic/civil engagement, mobility options, sustainability and wellbeing, and encourage behaviors consistent with those values.

Operators of shared scooter systems must implement a driver's license validation system to ensure compliance with California State law. The system must include periodic re-validation, and a method for performing driver's license validation on any users that signed up prior to the validation system being in operation.

3.15.1 Helmets

The system must notify users that helmet use is essential to reduce injury in the event of a crash or fall. They system should regularly remind users to use a helment for their own safety. Operators must provide a helmet to users at the time of rental or offer a similarly effective alternate approach for distribution. Operator should seek partnerships with local businesses and organizations to make helmets easily available to users. To reduce waste, opportunities to reuse helmets is preferred.

Operator must provide regular, creative and effective outreach to educate users on helmet use through means such as street teams, ambassadors, print media and social media. It is preferred that the operator provide marketing and information to the community at large regarding helmet use as part of overall roadway safety practices.

3.15.2 Education

General Approach – Education and outreach should be oriented to the community at large to reach both users and non-users of the system. Engagements should include virtual (online, video, and other digital media), physical and in-person methods. Regular, repeated, and interactive engagement is strongly encouraged, as well as use of effective and creative methods of reaching people. This engagement should consider the needs and concerns of customers as well as non-users of the system.

Operators must educate users about safety rules and regulations at the time of sign-up and before every ride. Information provided should inform riders of how to operate the device safely and that they are required to:

(a) Obey all applicable California Vehicle Code requirements;
(b) Wear helmets;
(c) Stay off sidewalks;

(d) Ride in a manner that is safe and courteous to others;
(e) Park in appropriate locations; and
(f) Pay associated penalties for violation of any of the above.

This information should be provided in an interactive format, using images or video as well as text. A knowledge confirmation tool, such as a customer safety and parking test, must be implemented. Software must regularly inform and educate users on rules such as traffic and parking laws, the cost of fines, and staying off of sidewalks. Additional in app notification should be provided for peak events and during peak use periods. Customer service information should also be provided.

Each shared mobility device must clearly post safety information on the device. Safety information should include requirements to wear a helmet and obey all traffic signs and rules, including not riding on sidewalks. Safety information should be printed in sizable, legible print or graphics.

Operators must regularly deploy ambassadors and/or street teams to inform users on safety and appropriate device use (including parking). The number of people, hours and general location of engagement must be communicated to the City. Operators should share information from this outreach to inform problem-solving efforts among the City and operators.

Operators must host or participate in monthly events, classes, rides or other publicly-available means to inform and educate people. Hosting/participating these more frequently than monthly is preferred. Operators must provide the City with a monthly list of planned community engagements.

3.15.3 Equitable Access

Operators must establish and promote low-income qualified rates, and provide a system for user sign up and payment that enables easy use of the reduced rates. Operators must offer incentives such as education, outreach and payment plans for low-income or other disadvantaged users is strongly encouraged.

In addition to equitable device distribution discussed in earlier sections, it is desirable that Operators offer a means of accessing devices that do not require the use of a smartphone and/or access to a credit or debit card.

3.16 Data Sharing & Reporting

Operators must provide accurate data through a publicly accessible Application Programming Interface (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. The Operator should not change the API URL without notifying the City with at least 30 days' notice.

3.16.1 Mobility Data Specification ("Specification")

Operators shall provide a City-accessible Application Programming Interface (API) that provides the data outlined within, and meets the Specification of, the City of Los Angeles Mobility Data

Specification (Mobility Data Specification) as published online at http://github.com/CityOfLosAngeles/mobilitv-data-specification.

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

The City is permitted to use all data the operator provides in accordance with the Mobility Data Specification, including, but not limited to, displaying real-time data and real-time device availability data to the public.

The Operator may not change the API URL without notifying the City with at least 30 days' notice. Operators must provide a standardized dashboard interface to support the City in viewing data, querying data, and mapping.

Personal information must be protected by the Operator, and data should be anonymized regarding user information. Summarized program performance information in memos or updates may be shared with the public. Detailed data will be protected to the extent permitted by law.

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. Failure to maintain consistantly accurate and real-time data could result in permit suspension unitil the issues identified by the city are resolved.

3.16.2 Reporting

Operators must provide accurate weekly summaries to the City describing customer and staff incidents, injuries, system operation, system use, reported complaints, customer service responses, and system maintenance. Reports will be provided to the City in the format defined by the City.

A monthly dynamic cap report must be submitted to the City on the second business day of each month following the program launch to allow the City to assess and potentially adjust fleet deployment quantities. Once service quantities and usage levels are better understood, the City may elect to extend the dynamic cap reporting timeframes.

Operators shall assist and participate in the formal evaluation of the Pilot Program, including provision of data and information to inform subsequent City ordinances and programs.

3.16.3 System Reports

Anonymized data reports to the City are required weekly for the following municipal-level data:

(a) Total users in system by month
(b) Trip number by day, week and month
(c) Detailed, aggregate trip origin/destination information
(d) Trip length and time
(e) Hourly fleet utilization with trip origin or destination in Santa Monica and within the Downtown area*
(f) Hourly device quantities within Santa Monica and within the Downtown area*

The City may elect to adjust the reporting timeframes and format in its sole and complete discretion.

3.16.4 Surveys

Operators shall survey users within the first 3 months, and every 6 months subsequently to provide information to the City for future planning, including asking users what mode of transportation was replaced for the use of a shared mobility device. Survey questions shall be consistent among Operators and determined in coordination with the City.

3.16.5 Use of Data

Operators are required to follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. It is strongly preferred that Operators do not resell users' personally identifiable information. If the Operator engages in such a practice, then it is required that a) this is communicated clearly and transparently to users, and b) users have a clear means of opting out if they do not want their data sold. Auto renewal billing procedures should comply with state and federal laws and regulations.

3.16.6 Data Security

Operators must protect users' personal information. Finance transactions must be secure and PCI compliant. Operators should provide their most recent 3rd party PCI audits to the City quarterly.

Personal data should be protected using industry accepted encryption, and customer permission should be sought before sharing data with a third party.

3.17 General Requirements

3.17.1 Maintenance of Insurance, Indemnification and Permits

Operators are required to obtain and maintain the following during the Pilot Program:

(a) Valid Insurance and Indemnification Agreement with the City of Santa Monica as set forth in Exhibit B
(b) Operators permit

3.17.2 User Release

Operators must include release language, consistent with the language below, in their system's user sign-up process, and each rider registered in the system must affirmatively sign or check a box within the application notating consent to the release.

For and in consideration of rental and use of the [Bike, Scooter], rider, for himself or herself and on behalf of rider's heirs, executors, administrators and assigns, forever releases and relinquishes and discharges the City of Santa Monica and its elected and appointed officials, officers, employees, agents, contractors, and volunteers (Collectively, the "City") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to rider or to third parties (Collectively, "Claims"), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, placement, use and/or operation of the Operator's equipment, including the e-bikes, scooter, or the Operator's website, including any and all claims related to the sole

or partial negligence of the City or any other party. Rider herby expressly waives any claims against the City which rider does not know or suspect to exist in his or her favor at the time of renting an e-bike or scooter, and expressly waivers rider's rights under any statues that purport to preserve rider's unknown claims.

3.17.3 Compliance with Applicable Laws

Operators must abide by all otherwise applicable federal, state, and local laws.

3.17.4 Regulation Subject to Amendment

These Administrative Regulations may be amended from time to time by the City. Such amended Regulations shall become immediately effective upon publication at the City's Mobility Website, located at https://www.smgov.net/SharedMobility, unless otherwise specified.

3.17.5 Selection Committee Secretary

The Selection Committee will include a secretary who shall not be a voting member of the committee, but may be in attendance during committee meetings. The Acting Chief Mobility Officer / Assistant Director of Planning and Community Development shall serve as the secretary for the committee. The primary responsibility of the secretary is to provide administrative support during the selection process, and assist in ensuring that the process is carried out in a manner consistent with all applicable laws and regulations.

Section 4 Pilot Program Monitoring and Enforcement

4.1 Adjustment Procedures

Per SMMC Ordinance 2578 the Director or designee has the authority to phase in or adjust any elements of the Program and these Regulations over time in order to meet the program purpose outlined in the Ordinance. Selected Operators will immediately be notified of Program and Regulation adjustments. Operators will be expected to comply with new Regulations within four calendar days, unless otherwise identified in the adjusted Regulations.

4.2 Enforcement Procedures

The Shared Mobility Enforcement Program is designed to promote and achieve compliance with local law and the Program guidelines. The enforcement program with typically include an escalated enforcement strategy that in most cases will begin with a written warning/advisement to comply 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 however the enforcement program is intended to work with the responsible party(ies) to gain voluntary compliance. Enforcement will be balanced and fairly applied.

In the event that a permit is revoked, suspended or denied, operator must immediately remove all devices and any associated equipment from the public right-of-way and participating private properties.

Exhibit A: Deployment Map

Downtown Santa Monica Boundary

Geo-Speed reduction Zones

No Ride or Deployment and Limited Parking Areas

Devices must not be ridden in these areas. Devices must not be deployed immediately adjacent to or within these areas. Unless at a bike rack or designated location, devices must not be parked on: Ocean Front Walk, Beach Parking Lots, Third Street Promenade, The Pier or Pier Bridge, Palisades Park, public parks, and transit stops.

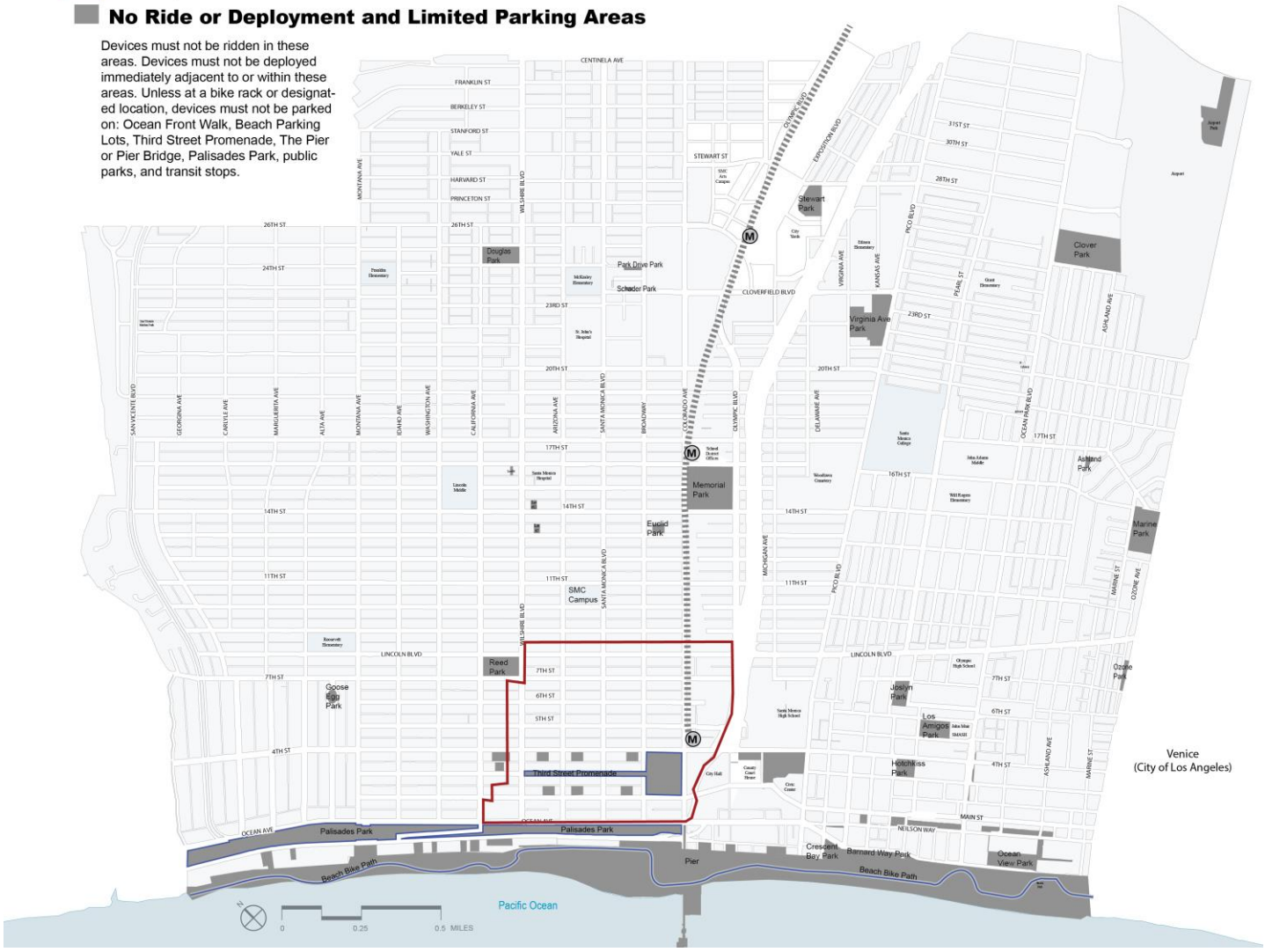

Exhibit B: Indemnification and Insurance Agreement

INDEMNIFICATION AND INSURANCE AGREEMENT

This Indemnification and Insurance Agreement ("Agreement") is entered into on _____, 2018, by and between the **CITY OF SANTA MONICA**, a municipal corporation ("City") and _____ ("Operator").

R E C I T A L S

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Operator is qualified to do business, and is doing business, in the State of California. Pursuant to Santa Monica Municipal Code Section 3.21 ("Shared Mobility Device Pilot Program" or "Pilot Program"), City's Director of Planning and Community Development selected Operator to receive a Shared Mobility Permit Operator Permit ("Permit") authorizing the deployment of a Shared Mobility Device within the City.

C. Under Santa Monica Municipal Code Sections 3.21.070(a) and (b), Operator's participation in the Pilot Program and the issuance of the Permit is contingent on Operator executing an indemnification agreement and maintaining insurance coverage limits as determined by the City's Risk Manager.

D. City and Operator desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THERFORE, it is mutually agreed by and between the undersigned parties as follows:

1. AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS. 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 litigation of every 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 mis-placement of any of the Operator's device 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 at its sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Operator, its affiliates or any 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.

2. INSURANCE. Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, Operator will maintain the insurance coverage set forth in Exhibit "A" to this Agreement.

3. AMENDMENT/INTERPRETATION OF THIS AGREEMENT. This Agreement, including all Exhibits attached hereto, 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. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. SECTION HEADINGS. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. WAIVER. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. SEVERABILITY AND GOVERNING LAW. If any provision or portion thereof of this Agreement 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 Agreement 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.

7. NOTICES. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to Operator:

If to City:

City of Santa Monica, Mobility Division
1685 Main Street Room 115
Santa Monica, CA 90401

With a copy to:

Santa Monica City Attorney's Office
1685 Main Street. Third Floor
Santa Monica, CA 90401
Attention Lane Dilg, City Attorney

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. EFFECTIVE DATE. This Agreement will be effective as of the date of the signature of City's representative as indicated below in City's signature block.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

_____
DENISE ANDERSON-WARREN
City Clerk

CITY OF SANTA MONICA,
a municipal corporation

By: _____
RICK COLE
City Manager

APPROVED AS TO FORM:

_____
LANE DILG
City Attorney

OPERATOR

By: _____

Name: _____

Title: _____

Exhibit A
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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services 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.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Santa Monica 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 Santa Monica.

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 Santa Monica, 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 Services Office Form CG 20 01 04 13 as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, 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 state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.

d. **Waiver of Subrogation:** Operator hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Santa Monica 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 Santa Monica 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 Santa Monica 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 Santa Monica. The City of Santa Monica 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 Santa Monica.

Acceptability of Insurers

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

Verification of Coverage

Operator shall furnish the City of Santa Monica 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 Santa Monica 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 Santa Monica 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 Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Operator resulting from said breach.