

ATTACHMENT A



City of Santa Monica
Second Shared Mobility Device Pilot
Program Administrative Regulations

April 8, 2021

Contents

Section 1 Pilot Program Overview	3
1.1 Introduction	3
1.2 Second Pilot Program Goals and Objectives	3
Section 2 Definitions	3
Section 3 Pilot Structure and General Terms	5
3.1 Schedule and Duration	5
3.2 Partnership and Communications between City and Operator	5
3.3 Program Scope & Scale	5
3.3.1 Permitted Device Quantities	5
3.4 Permitting Fees	7
3.4.1 Payment Procedures	7
3.5 Contingency Plan	7
3.6 Maintenance of Insurance, Indemnification and Permits	8
3.7 User Release	8
3.8 Compliance with Applicable Laws	8
3.8.1 Regulation Subject to Amendment.....	8
Section 4 System Terms and Operating Conditions	9
4.1 Device Categorization	9
4.2 Device Specification	9
4.3 Device Technology and System Design	9
4.3.1 Sustainable Operations	10
4.3.2 Multi-modal Interoperability.....	11
4.4 Maintenance	11
4.5 Deployment and System Operations Distribution	12
4.5.1 Device Distribution and Deployment Zones.....	12
4.5.2 Deployment and Parking Standards	13
4.6 Engagement, Outreach, and Education	14
4.6.1 Digital Engagement and Education.....	14
4.6.2 Physical Outreach and Education	15
4.6.3 Equitable Access	15
4.6.4 Access to Helmets.....	16
4.7 Customer Service	16
4.8 Events and Emergencies	17
4.9 Data Sharing & Reporting	17
4.9.1 General Bikeshare Feed Specification (“GBFS”).....	17
4.9.2 Mobility Data Specification (“MDS”).....	17
4.9.3 Reporting	18
4.9.4 User Surveys.....	19
4.9.5 Data Security.....	19
Section 5 Pilot Program Monitoring and Enforcement	19
5.1 Enforcement Procedures	19
5.2 Enforcement Penalty Schedule	20
5.3 Law Enforcement Compliance	20
Exhibit A: Indemnification and Insurance Agreement	21
Exhibit B: City of Santa Monica Data Management Policy	26

Section 1 Pilot Program Overview

1.1 Introduction

The purpose of these administrative regulations (“Administrative Regulations”) is to permit and govern a second pilot program to test the deployment and use of shared mobility device services within the City of Santa Monica.

City Council directed City staff to develop a Second Shared Mobility Device Pilot Program (“Second Pilot Program”). On February 25, 2020, City Council adopted Ordinance 2630 and directed staff to proceed with the implementation of the Second Pilot Program that builds on the successes of the first shared mobility device pilot program, maintains flexibility to adapt to the evolving industry, and focuses efforts toward ensuring customer reliability, affordability, and access, while improving safety, rider behavior, sustainability, and financial outcomes.

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

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

1.2 Second Pilot Program Goals and Objectives

- Continue to offer a variety of shared mobility options to residents, employees and visitors to Santa Monica;
- Reduce emissions from short trips and connections to transit;
- Ensure use of the Public Right of Way (PROW) benefits public mobility;
- Protect public health and safety;
- Reduce sidewalk, pathway and Americans with Disabilities Act (ADA) blockages;
- Continue to increase user awareness of safe and legal behaviors for operating devices;
- Ensure operators are responsive to pervasive issues and service complaints;
- Catalyze industry improvement in devices, technologies, and service that deliver better outcomes;
- Maintain flexibility as the industry continues to rapidly evolve;
- Focus oversight onto priority areas of reliability, affordability, safety, and sustainability;
- Modernize management tools and use technology to be more effective and efficient;
- Create an enforceable framework for managing shared mobility services.

Section 2 Definitions

- (a) “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.

- (b) "Shared Mobility 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.
- (c) "Fleet Cap" shall mean the maximum number of Shared Mobility Devices deployed by any Operator permitted to be present in the Public Right-of-Way.
- (d) "Director" shall mean the Director of Planning and Community Development or designee.
- (e) "Mobility officer" shall mean the City's mobility manager or designee.
- (f) "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.
- (g) "Average Fleet Size" is the average number of Shared Mobility Devices present within the Public Right of Way over a given timeframe. Average Fleet Size is calculated by considering devices for rent in the jurisdiction, devices disabled or otherwise unavailable for rent but nonetheless present in the jurisdiction, and devices participating in a trip of which any part crosses the jurisdiction, over the course of a given timeframe.
- (h) "Minimum Utilization Rate (MUR)" is minimum average number of daily rides per Shared Mobility Device that an Operator must achieve in order to maintain or increase their permitted Fleet Cap. Utilization is calculated by dividing the sum of total daily rides within the jurisdiction over a given timeframe by the Average Fleet Size during the same timeframe.
- (i) "Deployment Zone" is one of eight designated areas within the City to which Operators must deploy and relocate Shared Mobility Devices.
- (j) "Daily Average Availability (DAA)" is the daily average percent of available Shared Mobility Devices in a Deployment Zone. Daily Average Availability is calculated by considering the number of devices for rent in a Deployment Zone over the course of a given day as a fraction of all devices available for rent in the jurisdiction over the same day.
- (k) "General Bikeshare Feed Specification (GBFS)" is the open data standard for bikeshare. GBFS makes real-time data feeds in a uniform format publicly available online, with an emphasis on findability for users.
- (l) "Mobility Data Specification (MDS)" is an open data standard for exchanging data between mobility operators and cities or other regulators. Consisting of several Application Programming Interfaces (APIs), it allows agencies to analyze data from mobility operators in a standardized format as well as implement regulation digitally.
- (m) "Regulations" shall mean the Administrative Regulations established and recommended herein.

Section 3 Pilot Structure and General Terms

Operators are advised that requirements that are listed as “Must” or “Required” are mandatory specifications. Specifications that are listed as “Should” or “Preferred” are value added and their inclusion is desired.

3.1 Schedule and Duration

The Second Pilot Program will last approximately 24 months, with possible amendments to Santa Monica Municipal Code (SMMC) Section 3.22 and these Administrative Regulations during the term of the Second Pilot Program.

Request for Applications published	March 17, 2021
Bidders Conference	April 6, 2021
Bidder applications due	April 12, 2021
Bidder device demonstration showcase	April 22, 2021
Selection recommendations posted	May 7, 2021
Second Pilot Program launch	July 1, 2021
Second Pilot Program end	March 30, 2023

3.2 Partnership and Communications between City and Operator

Second 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 Second Pilot Program. Operators are responsible for clearly communicating operational adjustments to City staff, promptly responding to City staff 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.

- A. Each Operator must assign a program liaison for the duration of the Second Pilot Program and supply the City with that person’s contact information at the pilot launch.
- B. Each Operator must submit an organizational chart of the Operator’s team including at minimum the city liaison, decision maker, operations manager, communications lead, and technology lead. Contact information must be included for each position.
- C. The assigned liaison must 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.
- D. Unless otherwise specified, failure to comply with any provision of this section is a Class G violation and violators may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

3.3 Program Scope & Scale

Up to Four (4) Operators may be selected to operate within the jurisdictional boundaries of the City of Santa Monica.

Selected Operators may be permitted to operate different device types following staff approval per Section 4.1 of these Administrative Regulations.

3.3.1 Permitted Device Quantities

The total size of the City-wide device shared mobility fleet shall not exceed a daily average of 3,250 total devices at the launch of the program. The total City-wide fleet cap will be lowered to 2,500 total devices between the first day of November and last day of February to account for

lower seasonal demand. Each of the Operators will initially be allocated a percentage of the total fleet allocation by the Chief Mobility Officer.

- A. Once a notice to proceed is given, selected Operators must begin operations of a minimum of 50 devices within 30 days. Operators may be subject to permit suspension or revocation for failure to launch the minimum fleet within the 30-day window.
- B. Operators must maintain a daily average availability (“DAA”) of no more than 10% over their permitted allocation.
- C. At the launch of the Second Pilot Program, selected Operators may deploy shared mobility devices as outlined in the Chief Mobility Officer’s Final Administrative Decision. Operators may be approved to operate multiple device types. Device allocation across multiple device types will be outlined in the Final Administrative Decision.
- D. Operators can only deploy devices that are expressly part of their proposal or otherwise approved by the City.
- E. An Operator may make adjustments to fleet allocation across device types upon request to and approval by the City.

The City may increase the total seasonal fleet caps to meet demand after the systems demonstrate a combined sustained Minimum Utilization Rate (“MUR”) four (4) trips per device per day (“TPD”). Operators interested in increasing their fleet 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. Demonstration that an Operator has met the MUR will not entitle the Operator to an increased fleet cap. In determining whether to grant a request for an increased fleet cap, in addition to the data submitted to demonstrate satisfaction of the MUR, 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. The City may require a decrease in fleet cap based on its consideration of these same factors. Cap adjustments will occur according to the following process:

- F. The City will verify data provided to the City via the Mobility Data Specification (“MDS”) API.
- G. The City will consider allowing fleet size increases only to the point where the estimated number of devices and utilization consistently meets, but does not fall below, the MUR of four (4) TPD for a timeframe of at least one week.
- H. The City will post on the City’s website a justification and final decision for the fleet cap adjustments, and Notices to Proceed to operators within 14 days of receiving any requests.
- I. On a monthly basis the City will review operator utilization rates to determine if the MUR is met.
- J. 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.
- K. Operators must comply with required fleet reductions within 7 days.
- L. 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.
- M. Unless otherwise specified, failure to comply with any provision of this section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

3.4 Permitting Fees

The table below 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. There is no application fee for participation in the Second Pilot Program.

- A. Selected Operators must pay an Annual Operator Fee for participation in the Second Pilot Program of \$20,000 per year (which must be paid in full in advance for each year), as well as an Annual Device Fee of \$104 per device per year for each of its shared mobility devices, which will be prorated and billed monthly.
- B. On June 23, 2020 Council adopted a fee resolution that operators must pay a PROW fee of \$0.20/trip.
- C. Operators must be in compliance and in good standing with payments of taxes, assessments, fees and citations throughout the duration of the program or their permit may be suspended or revoked. The City reserves the right to amend these fees.
- D. Unless otherwise specified, failure to comply with any provision of this Section is a Class G violation and may be subject to penalties as outlined in Section 5.2, Enforcement Penalty Schedule.

Permit	Current Fee*
Annual Operator Fee	\$20,000 Per Operator
Annual Device Fee (billed monthly prorated to the month)	\$104 per Device (\$8.67 per device per month)
Business License Minimum Tax	\$75
cASP State Mandated Fee**	\$4
Public Right-of-Way Fee***	\$0.20 per trip

*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. If an existing business is awarded a permit to operate, then business license tax will be based on the prior calendar year’s gross receipts. Contact the City’s Business License unit for more information.

***Fee applies to each trip that starts within the City of Santa Monica.

3.4.1 Payment Procedures

The City will provide Operators with invoices for the Annual Operator and Annual Device Fees, and payments of all fees must remain up-to-date.

Per Device Fees will be prorated for any fleet cap additions during the Second Pilot Program. The City will not issue a Per Device Fee refund for devices that are required to be removed from deployment.

The City will provide Operators with invoices for prorated Per Device Fee and use of PROW Fee at the beginning of the month. Payment for the Per Device Fee and PROW fee will be due no later than 15 days from the date of invoice.

3.5 Contingency Plan

- A. 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 of a specific termination date, at least 45 days in advance of it ceasing operations in the City.

- B. 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.

3.6 Maintenance of Insurance, Indemnification and Permits

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

- A. Valid Insurance and Indemnification Agreement with the City of Santa Monica as set forth in Exhibit A
- B. Valid Operators permit

3.7 User Release

- A. 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. Operators may be subject to permit suspension or revocation for failure to comply with this requirement.

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 hereby 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 waives rider's rights under any statutes that purport to preserve rider's unknown claims.

3.8 Compliance with Applicable Laws

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

3.8.1 Regulation Subject to Amendment

These Administrative Regulations may be amended from time to time by the City. Per SMMC Section 3.22.025(a) 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 purpose outlined in the Ordinance. Such amended Administrative Regulations shall become immediately effective upon publication at the City's Mobility Website, located at <https://www.smgov.net/SharedMobility>, unless otherwise specified. Selected Operators will immediately be notified of Administrative Regulation adjustments. Operators will be expected to comply with adjusted Administrative Regulations no later than four (4) calendar days from the date of the adjustment, unless otherwise identified in the adjusted Administrative Regulations.

Section 4 System Terms and Operating Conditions

4.1 Device Categorization

- A. Devices must comply with all applicable federal, state, and local laws.
- B. Devices deployed in the City must meet the definition of a Shared Mobility Device as defined in Section 2 of the Regulations and Section 3.22.020(g) of the Ordinance.
- C. Operators must provide evidence that electric-assist bicycles meet the California Vehicle Code requirements for bicycles and electric-bicycles, and all standards established in CVC section 21201, including for lighting during operation in darkness.
- D. Operators must provide evidence that electric-assist bicycles are categorized as "Class 1" or "Class 2" electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5.
- E. Operators must provide evidence that motorized shared mobility scooters meet the definition of scooters within the California Vehicle Code, and that the scooters 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.

4.2 Device Specification

Each Shared Mobility Device must be properly maintained and meet the minimum criteria listed below. The violation class is listed for each requirement. Failure to comply with any provision of this Section may be subject to the penalties associated with the listed class violation provided in Section 5.2, Enforcement Penalty Schedule. In addition to these minimum criteria, it is preferred that each device contain a kick-stand that has at least two points of contact with the ground.

- A. Display a unique vehicle ID number in 48-point font in a location approved by the City. The identification number must be correlated with operator records sufficient to identify the unique device and records associated with the device. (Class C)
- B. Contain durable hand-activated brakes. (Class A)
- C. Contain front light that emits white light visible from a distance of 300 feet. (Class A)
- D. Contain rear light that emits red light visible from a distance of 500 feet. (Class A)
- E. Contain a warning bell. (Class A)
- F. Display 24/7 customer service/ compliant hotline contact information number in 48-point font or greater in a location approved by the City. (Class C)
- G. Govern the maximum speed of 15mph or less for scooters, and 20mph for e-bikes. (Class F)
- H. Display the safety information listed below in 32-point font or greater in a location that is clearly visible by the user and approved by the City. (Class C)
 - 1) No Sidewalk Riding
 - 2) No Riding Under the Influence
 - 3) Helmet Recommended

4.3 Device Technology and System Design

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Devices must contain the necessary technology to provide location tracking and ensure compliance with the MDS and GBFS requirements of Sections 4.9.1 and 4.9.2 below.
- B. Operators of shared scooter systems must implement a driver's license validation system to ensure compliance with California State law. The system must include re-validation of each user's driver's license once every 3 months.
- C. Devices must be capable of location-based speed regulation, deactivation, and parking restriction using geo-fencing technology.
- D. Devices must be deactivated or motor speed reduced to 1 mph in the following areas: Beach Path, Promenade, Ocean Front Walk, Pier and Pier Bridge, and all City public parks. Digital files and APIs of the deactivation zones can be found at: <https://gis-smgov.opendata.arcgis.com/datasets/mobility-prohibited-riding-areas>.
- E. The City will provide a map of prohibited riding locations to the Operators, which they must include in their mobile apps.
- F. Upon entering a prohibited riding area, Operators must notify users with in-app messaging of the prohibition and encourage compliance with the rules.
- G. The City may require speed reduction and deactivation in other areas for special events and emergencies. Operators must implement location-based speed reduction and deactivation strategies in designated areas of the City in accordance with City direction.
- H. Operators must prevent devices from being ridden on sidewalks. It is preferred that operators deploy devices that are able to detect and deactivate the device when it is being ridden on the sidewalk.
- I. Devices must have GPS equipment that provides the locational accuracy needed to virtually designate a "drop zone" system for device parking.
- J. Operators must include designated drop zone locations in their mobile apps. Digital files and APIs of the designated drop zone locations can be found at: <https://gis-smgov.opendata.arcgis.com/datasets/shared-mobility-drop-zones?geometry=-118.558%2C34.015%2C-118.394%2C34.04>
- K. Operators must incentivize users to return devices to predesignated deployment drop zones by providing a \$1 discount from the current ride to users that end that ride in a drop zone.
- L. Operators should create systems that maximize behavior of users to park in appropriate locations, including parking confirmation photo verification systems, parking rating, parking reporting systems, education/information, and incentives, and could include penalties.
- M. Operators must restrict a user's ability to end their current trip in prohibited parking areas. Digital files and APIs of the prohibited parking areas can be found at: <https://gis-smgov.opendata.arcgis.com/datasets/mobility-prohibited-riding-areas>.

4.3.1 Sustainable Operations

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Within 6 months of launch Operators must submit a life cycle analysis (LCA) for all approved devices, which must include but not be limited to:
 - 1) Material Composition of device
 - 2) Device life expectancy measured in distance and time

- 3) Life expectancy and replacement rate of components
- 4) Energy consumed from charging
- 5) End of life recycling, reuse and/or disposal
- B. If an Operator is approved by the City to introduce a new device model into Santa Monica, the Operator must submit a new LCA within 6 months of launching the new device model.

4.3.2 Multi-modal Interoperability

The City prefers a connected shared mobility system that increases the accessibility of other modes of transportation than car trips and builds upon a cohesive regional transportation network. Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Operators must work in a cooperative manner with existing and emerging multi modal transportation systems. This includes ensuring devices do not cause blockages or hazards in or around transit stations or stops, or in other bike share system stations.
- B. It is preferred that Operators integrate other non-car other transportation systems (such as Big Blue Bus, Metro busses and trains, other bike share services, and other permitted shared micro-mobility services into their mobile apps in order to improve the complete trip routing experience for users without navigating through multiple apps.
- C. Operators must include the City of Santa Monica's including existing bike infrastructure maps in their mobile apps for enhanced user navigation.

4.4 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. Unless otherwise specified, failure to comply with any provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Operators must provide their system maintenance plan to the City prior to beginning operations.
- B. Operators must notify the City of maintenance plan changes in writing and provide updated maintenance plans upon request by the City.
- C. Maintenance plans must include, but are not limited to the following elements:
 - 1) Description of staff quantities, employment type, training procedures
 - 2) Description of maintenance activities, frequency, and location.
 - 3) Frequency of device inspection for wear and tear, and stress-based damage.
 - 4) Description of battery charging, replacement, and recycling procedures.
- D. Devices that are not operable must be removed from the public right-of-way promptly, including, but not limited to, inoperability due to insufficient battery power, communications failure, or other systems and software failures. (Class C)
- E. Inoperable devices, or any device that is not safe to operate, shall be made un-available to the public and removed within 1 hours of notification. (Class C)
- F. Operators must keep a record of all maintenance performed for each device, which is made available to the City upon request.

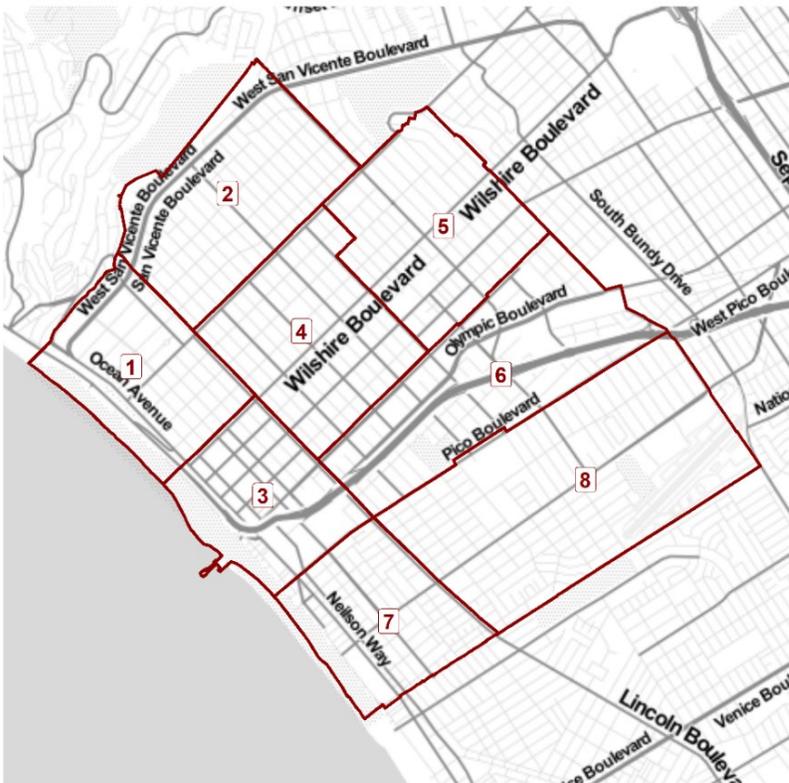
4.5 Deployment and System Operations Distribution

4.5.1 Device Distribution and Deployment Zones

Operators must distribute devices and maintain daily relocation of devices among eight (8) deployment zones in order to ensure an equitable access to all neighborhoods throughout the City and to limit occurrences of device over saturation in sensitive and congested areas. Digital files and APIs of the deployment zones areas can be found at: <https://gis-smgov.opendata.arcgis.com/datasets/shared-mobility-availability-zones>. Unless otherwise specified, failure to comply with any provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Prior to beginning operations, Operators must provide their system deployment and redistribution plan with the City, which must include, but is not limited to, information about the type of workforce employed, staffing levels, general rebalancing schedules, and type of vehicles used for redistribution.
 - 1) It is preferred that operators utilize a redistribution fleet primarily comprised of low-emission or electric vehicles, such as electric tricycles.
- B. Operators must provide staff or other contracted services to constantly rebalance the distribution of devices throughout the day.
- C. Operators must maintain a DAA of devices in each deployment zone according to the table below.

Deployment Zones



Zone Number	Zone Name	DAA target
1	San Vicente West	10%
2	San Vicente East	2%
3	Downtown	30%
4	Mid Wilshire	12%
5	Wilshire East	8%
6	Pico	14%
7	Ocean Park	14%
8	Sunset Park	10%

4.5.2 Deployment and Parking Standards

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. 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.
- B. Operators must secure 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. A list of use of private property approvals, including private property owner contact information, must be provided to the City upon request.

Parking standards for device deployment include:

- C. Devices must be upright when deployed (Class C), or parked by a user (Class A).
- D. Devices must be deployed in designated drop zone areas or on 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. (Class B)
- E. Devices must not be deployed within 18 inches from the face of curb. (Class B)
- F. 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. (Class E)
- G. Unless at a bike rack or designated location, devices should not be parked by users on, or within: Ocean Front Walk, 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. (Class A)
- H. Devices must not be deployed in a manner that violates ADA accessibility requirements or impedes ADA access, including blocking crosswalks or crosswalk activation buttons. (Class E)
- I. No device shall be parked in one location for more than forty-eight hours. (Class A)
- J. 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. (Class C)
- K. Devices must not be deployed within 48 inches of parking meters. (Class D)
- L. Devices must not be deployed within 36 inches of fire hydrants. (Class B)

- M. Devices must not be deployed on the sidewalk adjacent to passenger loading zones (white curb), or commercial loading zones (yellow curb). (Class B)
- N. Devices must not be deployed on sidewalks or streets with more than a 5% grade incline. (Class A)
- O. Devices must not be deployed in groups with a combined length of greater than 15 feet, when immediately adjacent to one another. At least 20 feet must be left clear of device groupings along the same block face. (Class B)
- P. 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 SMMC Chapter 3.22.

4.6 Engagement, Outreach, and Education

Operators must engage with users to protect the safety of customers and all roadway users. Engagements shall include a mix of virtual (digital media and in-app communications), 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 encouraging behaviors consistent with those values.

4.6.1 Digital Engagement and Education

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Operators must educate users about safety, and riding rules and etiquette at the time of sign-up. Messages must include, but are not limited to:
 - 1) Must wear helmets when legally required and should wear helmets when not
 - 2) Sidewalk riding is prohibited
 - 3) Park in appropriate locations including designated drop zones
 - 4) Riding Age Restrictions
 - 5) Ride one person per device
 - 6) Obey the rules of the road
 - 7) Yielding to Pedestrians
 - 8) How to report an issue
 - 9) Riding under the influence
- B. Operators must educate users about safety, and riding rules and etiquette at the time of each rental.
 - 1) Each rental messaging must be engaging, easy to understand, and require interactive acknowledgement or confirmation by the user, such as a “rules quiz” or yes or no questions.
 - 2) In-app messaging must be approved by City Staff.
- C. Operator must educate customers on how to appropriately park devices at the time of each rental through in-app or audio messaging. Messages should inform users that

improper parking puts others at risk. Operators should develop systems to review and link users to violations.

- D. Software and mobile apps must regularly inform and educate users when they have ridden into prohibited riding areas such as 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, and staying off of sidewalks.
- E. Operators must inform their users about special events operational changes, or scheduled and publicly announced Santa Monica Police Department (SMPD) education/enforcement actions through the mobile app. Special Event and Enforcement Action information will be provided to the Operators by the City.
- F. Operators must inform their users that operating shared mobility devices under the influence of drugs or alcohol is against the law.

4.6.2 Physical Outreach and Education

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Operators must regularly deploy ambassadors and/or street teams to inform users on safety and appropriate device use (including parking). Ambassador teams should be clearly identifiable as operator staff.
- B. Operators must participate in or host at minimum two (2) community events or community/stakeholder meetings per quarter.
- C. Half (4 per year) of the community events or community/ stakeholder meetings must be targeted toward engaging low-income or other disadvantaged community members.
- D. It is preferred that operators conduct outreach in multiple languages.
- E. Operators must host at minimum two (2) *learn to ride* education opportunities per year.
- F. Operators must provide a plan for community outreach and engagement that must be approved by City staff which must include but not be limited to:
 - 1) Ambassador/ street teams' engagement activities and schedules

Planned presentation, activities, and event with community-based organizations (CBO), business improvement districts (BIDS), and other key stakeholders.

- G. Operators must on a monthly basis report information from this outreach to inform problem-solving efforts, including, but not limited to, the number of people, time length, location, and general comments from community member of engagement.
- H. It is preferred that the Operators coordinate with the City and financially contribute in order to establish broad reaching education and riding etiquette campaigns to help inform users of appropriate rider behavior.

4.6.3 Equitable Access

Operators must ensure that shared mobility systems remain affordable for all users as a viable mode of transportation by committing to transparency about fare adjustments and providing access opportunities for users from every socio-economic level. Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Operators must notify the City and users of any fare changes 14 days in advance of changes taking effect.

- B. Operators must establish and promote low-income qualified rates.
 - 1) Low-income qualified rates must be easily accessible from the sign-up homepage in the operators' mobile apps and websites.
- C. Operators must offer a non-smart phone unlock option such as, text to un-lock, RFID and/or NFC technology, or some other equivalent option.
- D. Operators must provide payment options for unbanked community members, such as pay-near-me or some other equivalent option.
- E. It is preferred that Operators provide frequent-rider annual or monthly memberships options, and maintain affordable by-the-minute rates that are less expensive than taxi, ride hailing, or other vehicle options.

4.6.4 Access to Helmets

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. Operators must provide the option for users to request a discounted helmet at the time of rental. Operators should seek partnerships with local businesses and organizations to make helmets easily available at reduced rates to users. To reduce waste, opportunities to reuse helmets is preferred.
- B. Operators 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 Operators provide marketing and information to the community at large regarding helmet use as part of overall roadway safety practices.

4.7 Customer Service

Unless otherwise specified, failure to comply with any mandatory provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. The operator must provide a Customer Service/ Community Complaint hotline to allow City staff and community members direct contact with Operators 24 hours a day, 7 days a week for emergencies and device relocation, with a response time of 1 hours or less.
 - 1) Each device must display 24/7 customer service/ complaint hotline contact information number in 48-point font or greater, email address, and website in locations approved by the City.
- B. Customer service must be responsive to community complaints and feedback, and should:
 - 1) Allow users to submit notifications on device or system operations issues.
 - 2) Strive to use technology to reduce all customer service response times.
- C. It is preferred that the operator provide additional 24/7 customer support and service mechanisms (e.g.: mobile applications like Twitter, facebook, texting, websites like Nextdoor, phone number)
- D. Customer service/ community complaint services must be available in multiple languages.
- E. 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.

4.8 Events and Emergencies

Unless otherwise specified, failure to comply with any provision of this Section is a Class G violation and may be subject to penalties provided in Section 5.2, Enforcement Penalty Schedule.

- A. 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.
- B. Operators must comply with modified operations during the annual Coast open street event, LA Marathon, Twilight Concert Series, or other large events as directed by the City, including but not limited to: adjusting deployment plans, providing additional operations staff, relocating parking, modifying customer access, and informing users about system changes.
- C. Operators must cooperate with public safety personnel in the case of emergencies.
- D. Operators must proactively communicate with users during events and emergencies in accordance with City direction.
- E. Access to real time device data must be provided to City public safety personnel during emergencies and requested events.
- F. For devices on public property, the City may require Operators 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 the City for these purposes.

4.9 Data Sharing & Reporting

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 Second Pilot Program requirements listed herein. Failure to comply with any mandatory provision of this Section may be subject to Class G violation penalties provided in Section 5.2, Enforcement Penalty Schedule, or may result in permit suspension until the issues identified by the City are resolved.

4.9.1 General Bikeshare Feed Specification ("GBFS")

- A. Operators must provide accurate data through a publicly accessible API that meets the requirements of the GBFS as published online at <https://github.com/NABSA/gbfs>.
 - 1) Operators must make the GBFS API endpoint freely available to the public for viewing data, querying data, and mapping.
 - 2) Operators must notify the City with at least 30 days' notice of any change to the API URL.

4.9.2 Mobility Data Specification ("MDS")

- A. Operators must provide a City-accessible API that provides the data outlined within, and meets the requirements of the MDS as published online at: <https://github.com/openmobilityfoundation/mobility-data-specification>
 - 1) Operators must make data available via the `/status_changes` endpoint no more than two (2) hours after the occurrence of a state change event and via the `/trips` endpoint no more than two (2) hours after the end of a trip.

- 2) The City may, in its sole discretion, require operator support for any optional and/or experimental feature of the MDS. The City will provide a minimum of 30 days' notice for any change in required feature support.
 - 3) The City may, in its sole discretion, release updated versions of MDS and/or require operators to use a version of MDS designated by the City. The City will provide a minimum of 30 days' notice for any required version change.
 - 4) The City is permitted to use all data the operator provides in accordance with the MDS, including, but not limited to, displaying real-time device availability data to the public.
- B. Operators must provide the MDS API to a City identified third party researcher or contractor in accordance with City direction.
 - C. Operators must not change the API URL, API authentication method, or the City's API credentials without notifying the City with at least 30 days' notice.
 - D. Personal information must be protected by Operators, 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.

4.9.3 Reporting

- A. Operators must provide monthly report summaries by the second Thursday of each monthly in the format defined by the City. The monthly report summaries must include but are not limited to the following:
 - 1) Total mobile-app downloads in Santa Monica each month
 - 2) Total Active Users in Santa Monica each month
 - 3) Total Users with 3 or more trips in Santa Monica each month
 - 4) Total number of customers participating in low-income program in Santa Monica each month
 - 5) Total number of rides taken by low-income program participants in Santa Monica each month
 - 6) Total number of free or discounted helmets distributed each month
 - 7) Summary of complaints and resolutions
 - 8) Total number and type of injuries reported each month
 - 9) Total number of unique devices deployed in Santa Monica each Month
 - 10) Total number of devices serviced each month
 - 11) Total number of devices lost, stolen, or missing each month
 - 12) Total number of contracted workers employed each month (if applicable)
 - 13) Vehicle Miles Traveled in redistribution, maintenance, and complaint response each month
 - 14) Total number, time length, description, and participant counts of community engagement or outreach efforts
 - 15) Total number and description of outreach ambassador hours worked
- B. Operators must assist and participate in the formal evaluation of the Second Pilot Program, including provision of data and information to inform subsequent City ordinances and programs.
- C. The City may elect to adjust the reporting timeframes and format in its sole and complete discretion.

4.9.4 User Surveys

- A. Operators must survey users every six (6) months 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.

4.9.5 Data Security

- A. Operators are required to follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information.
- B. It is strongly preferred that Operators do not resell users' personally identifiable information. If Operators engage in such a practice, then it is required that they comply with all state and federal laws and regulations and, to the extent this is not already required by such state and federal laws and regulations, that:
 - 1) This is communicated clearly and transparently to users, and
 - 2) Users have a clear means of opting out if they do not want their data sold.
- C. Auto renewal billing procedures should comply with state and federal laws and regulations.
- D. Operators must protect users' personal information. Financial transactions must be secure and PCI compliant. Personal information should be protected using industry accepted encryption, and customer permission should be sought before sharing personal information with a third party.
- E. Operators must provide their most recent 3rd party PCI audits to the City bi-annually.

Section 5 Pilot Program Monitoring and Enforcement

5.1 Enforcement Procedures

The Shared Mobility Enforcement Program ("Enforcement Program") is designed to promote and achieve compliance with local law and the Administrative Regulations. The Enforcement Program will follow the enforcement strategy describe in the sections of these Administrative Regulations and the Enforcement Penalty Schedule in Section 5.2. The enforcement strategy may 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 citation and the imposition of fines/penalties in accordance with local law.

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

E.2 Enforcement Penalty Schedule

Violation Category	Description	Penalty							
		1st Notice	2nd Notice	\$75	\$100	\$250	\$500	\$750	\$1,000
Class A	One time No escalation			X					
Class B	One time No escalation				X				
Class C	Repeat violation escalation				X	X	X		
Class D	One time No escalation					X			
Class E	One time No escalation						X		
Class F	Repeat violation escalation						X	X	X
Class G	Repeat violation escalation (Fine applied daily after 2nd notice)	X	X				X		

E.3 Law Enforcement Compliance

The vendor shall upon provision of a warrant, provide the Santa Monica Police Department with any available materials, equipment, and/ or data requested in the warrant. Operators who refuse to comply with this section are subject to permit suspension or revocation.

Exhibit A: Indemnification and Insurance Agreement

INDEMNIFICATION AND INSURANCE AGREEMENT

This Indemnification and Insurance Agreement (“Agreement”) is entered into on _____, 2020, by and between the **CITY OF SANTA MONICA**, a municipal corporation (“City”) and _____ (“Operator”).

RECITALS

- 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 3.22 (“Second Shared Mobility Device Pilot Program” or “Pilot Program”), City’s Director of Planning and Community Development selected Operator to receive a Shared Mobility Operator Permit (“Permit”) authorizing Operator to deploy Shared Mobility Devices within the City.
- C. Under Santa Monica Municipal Code Sections 3.22.070(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, THEREFORE, 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 a Permit, the process used by the City in making decisions relating to the issuance of a Permit, Operator’s participation in the Shared Mobility Device Pilot Program, 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 devices 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 or mailed certified or registered mail and addressed as follows:

If to Operator:

[INSERT]

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 AND TERMINATION. This Agreement will be effective as of the date of the signature of City's representative as indicated below in City's signature block, and shall terminate as of the date that Operator's Permit expires or is revoked. Operator's indemnification obligations pursuant to Section 1 above shall survive the termination of this Agreement.

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

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____
LANE DILG
Interim City Manager

APPROVED AS TO FORM:

GEORGE CARDONA
Interim 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 \$25,000,000 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.

Exhibit B: City of Santa Monica Data Management Policy

City of Santa Monica Shared Mobility Device Data Management Policy

The City of Santa Monica works to ensure that our streets are for everyone – pedestrians, bicycle riders, motorists, transit riders, and shared mobility device riders – as they provide space for gathering and recreation. To strengthen our neighborhoods and provide access, Santa Monica is transforming our streets into a network that makes it easier to choose walking, biking, transit, and other active transportation modes. As we seek to achieve this transformation, data is essential. While we gather the data necessary for our management of the public right-of-way and transportation systems, we recognize our responsibility to ensure that we maintain this data’s security and protect individual privacy.

The Mobility Data Specification (MDS) is designed to process vehicle data minimally necessary for our stated goals and to apply strong privacy protections and security protocols. For example, we categorize individual trip data obtained through the MDS as Protected Data under City of Santa Monica Administrative Instruction (AI) II-4-20, consider it exempt from disclosure under the California Public Records Act, and apply strong access controls and de-identification measures to the data.

As part of its permitting process for Shared Mobility Device Operators (Operators), the City of Santa Monica requires Operators permitted to deploy shared mobility devices on the streets of Santa Monica to comply with the MDS. Such permitting rules set a consistent standard for the transfer, use, and protection of vehicle data from Operators to the City of Santa Monica.

The City of Santa Monica will apply the following data protection standards to all data obtained from Operators through the MDS to ensure the security of that data and protect individual privacy:

1. *Data categorization*: The City of Santa Monica designates individual trip data as Protected Data under AI II-4-20. The City will withhold this Protected Data as exempt from disclosure under the California Public Records Act.
2. *Data minimization*: The City of Santa Monica will mandate data sets solely to meet the specific operational and safety needs of City objectives in furtherance of its responsibilities to manage and protect the public-right-of-way.
 - a. *Aggregation, obfuscation, de-identification, and destruction*: Where possible, the City of Santa Monica will aggregate, de-identify, obfuscate, or destroy individual vehicle data (including individual trip data) where we do not need individual vehicle data or where we no longer need it for the management of the public right-of-way.
 - b. *Methodologies*: Methodologies for aggregation, de-identification, and obfuscation of individual vehicle data will rely on industry best practices and will evolve over time as new methodologies emerge.
 - c. *No Re-identification*: The City of Santa Monica has no interest in, and will not attempt to, re-identify individual users of Shared Mobility Device services by combining anonymous individual vehicle trip data from MDS with other internal or publicly available sources.

3. *Access limitation:* The City of Santa Monica will limit access to individual trip data to what is required for our operational and regulatory needs as established by the City Council.
 - a. Law enforcement and other government agencies, whether local, state, or federal will not have access to individual trip data other than as required by law, such as a warrant, court order, subpoena, or other valid legal process. To be clear, the City will make no data available to law enforcement agencies through this process that is not already available to them from Operators now.
 - b. The City will only allow access to individual trip data by contractors under agreements whose terms explicitly limit the use of individual trip data to purposes directed by the City of Santa Monica and as needed for the City of Santa Monica's operational and regulatory needs. The City will prohibit use of individual trip data for any non-City purpose, including for data monetization or any third-party purpose.
 - c. The City will minimize internal staff access to individual trip data to only those staff responsible for our operational and regulatory management of the public right-of-way.

4. *Security:* The City will enact appropriate administrative, physical, and technical safeguards to properly secure and assure the integrity of data.
 - a. The City of Santa Monica's formal information security program and the comprehensive set of security protections and standards established by the City will govern this data as it does all other city data, including but not limited to security incident and emergency response reporting.
 - b. The City will conduct ongoing security testing to audit and improve security protections, consistent with the City of Santa Monica's information technology policies and practices.
 - c. The City will use industry best-practice encryption and security measures in both the transmission of data between Operators and City, and for any data stored by the City once received.

5. *Transparency for the public:* The City of Santa Monica will publish a list of the data types collected via the MDS and the length of time that data is retained.
 - a. The City of Santa Monica shares certain information with the public to increase transparency, accountability, and customer service and to empower companies, individuals, and non-profit organizations with the ability to harness a vast array of useful information to improve life in our city.
 - b. We share data via the [City of Santa Monica Open Data Portal](#) in accordance with AI II-4-20. As noted above, individual trip data is treated as Protected Data under AI II-4-20 and is not shared via the Open Data Portal. Before we publish any Shared Mobility Device data to the Open Data Portal, the City of Santa Monica will ensure the data is de-identified and/or aggregated in accordance with established data protection methodologies.
 - c. The City of Santa Monica will not release any Shared Mobility Device data on the Open Data Portal until data de-identification and destruction treatments are implemented.
 - d. Where possible, the City of Santa Monica will make public the methodologies it uses to de-identify and/or aggregate Shared Mobility Device data that is intended for posting on the Open Data Portal.