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ON-DEMAND MOBILITY RULES AND GUIDELINES 2021

Goal

In the last decade, coinciding with the introduction of the smartphone, the City of Los Angeles (“City”) has seen an explosion in new mobility products and services. Acceleration of shared mobility, artificial intelligence and machine learning, electrification and solar power, GPS and big data combined to change the mobility landscape more than in the previous 40 years. The City is taking a proactive approach to integrate these technologies into the fabric of its transportation system. This document, and the program described herein, is part of a broader effort to understand dockless, on-demand technology and the implications for the City and its citizens. This effort empowers the City with the tools to make informed, data-driven decisions to ensure transportation options are safe for City residents, and to deliver on the City’s goals of socioeconomic and racial equity.

Purpose

The purpose of the On-Demand Mobility Rules & Guidelines is to establish requirements to govern and permit the operation of a Program In the City.

Definitions

Adaptive or Accessible Bike means a type of cycling device that allows people with varying levels of strength, different mobility constraints or conditions to use hands, feet, or a combination thereof to propel them and their device forward.

City means the City of Los Angeles.

Customer means a person or organization that buys a mobility service from an Operator.

Equity-Focus Mobility Development Districts - neighborhoods that meet the same criteria as Mobility Development Districts, but where many households also experience economic hardship based on a high concentration of households living in poverty, overcrowded housing, high rates of unemployment, and low educational attainment

Mobility Development Districts - neighborhoods where people on average travel short periods of time, have access to comfortable bicycle infrastructure and high-frequency transit, and have a lower rate of crashes.

Municipality means a city or a town that has corporate status and local government.

Program means the On-Demand Shared Mobility Permit within the City.

Operator means a company that operates a Mobility-as-a-Service company within a Municipality.

Special Operations Zones - areas where specific rules are necessary due to high on-demand mobility demands within finite boundaries, an oversaturation of deployed devices, or specific geographic characteristics that prohibit dockless devices. Special Operation Zones require additional rules that supersede base Program Rules and Guidelines and apply to all permitted operations.

Standard Permitted Districts - neighborhoods where people take longer trips on average, have less access to physically-separated bicycle infrastructure, are not served by high frequency transit, and where more crashes occur. These areas of the City are less suitable for personal on demand mobility. They would benefit from built environment improvements and may be more appropriate for other modes of transportation for longer trips.

Vehicle means an Operator device that is used or intended to be used by a person to move from one physical point to another.

Duration

- A. Operator Program permits must be renewed yearly. Permit requirements may be adjusted yearly to accommodate changing technology, needs, and priorities.

Modifications

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

Relationship to City

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

Non-transferability

- A. This permit may not be transferred to another party or entity without the express written permission of the City of Los Angeles.

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

By obtaining this permit, Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City's issuance of or decision to approve the Operator's Permit, the process used by the City in making decisions, Operator's participation in the Shared Mobility Device Pilot Program, the Operator's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator's device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator's sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

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

AMENDMENT/INTERPRETATION OF THIS PERMIT. This Permit represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The City, at its sole discretion pursuant to Los Angeles Municipal Code Section 71.29, may amend any term or condition of this Permit as

necessary during the Pilot Program. This Permit shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Permit or any of its provisions.

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

Insurance Requirements

- A. All permitted Operators shall have commercial general liability insurance, including contractual liability, and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City and Department if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than Five Million Dollars (\$5,000,000) for injury or death to one or more persons out of each accident or occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage for each occurrence. Each policy shall name the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- B. Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits no less than \$1,000,000 per accident for bodily

injury or disease.

- C. Operators shall maintain an umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
- D. Automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles. Each policy shall name the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- E. All Operators shall have a performance bond of \$80/Vehicle. The form of the bond shall be approved by the City. These funds shall be accessible to the City for costs that may be incurred for, including but limited to, removing and storing improperly parked Vehicles and if an Operator fails to remove the Vehicles when its permit is terminated. If an Operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional Vehicles.

Operator Responsibilities

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

Universal Permit Requirements

- A. No vehicle shall be put in service until the appropriate Program permit is obtained from the City.
- B. Program permits shall be valid for a maximum of one year from the date of issue.
- C. Operators are advised that application for a Program permit does not guarantee issuance of a Program permit.

Application Process and Permit Fees

Applicants for On-Demand Mobility vehicle permits shall file with the Department an application upon forms provided by the department, containing such information as is required by the rules and regulations of the LAMC, the Board, and the LADOT.

Each Operator who applies for a permit shall submit an application with a nonrefundable administration fee, in the amount of (\$20,000) as specified in LAMC Section 71.29 This fee is also to be paid upon renewal of the permit.

Permit applications must be succinct and all pages must be numbered. Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation. All components of the permit application shall be on 8.5" x 11" pages with the exception of two to three pages depicting imagery, mapping, etc. which may be on 11" x 17" pages. Font size shall be limited to 10-point font or larger with single line spacing. Applications may be submitted by e-mail.

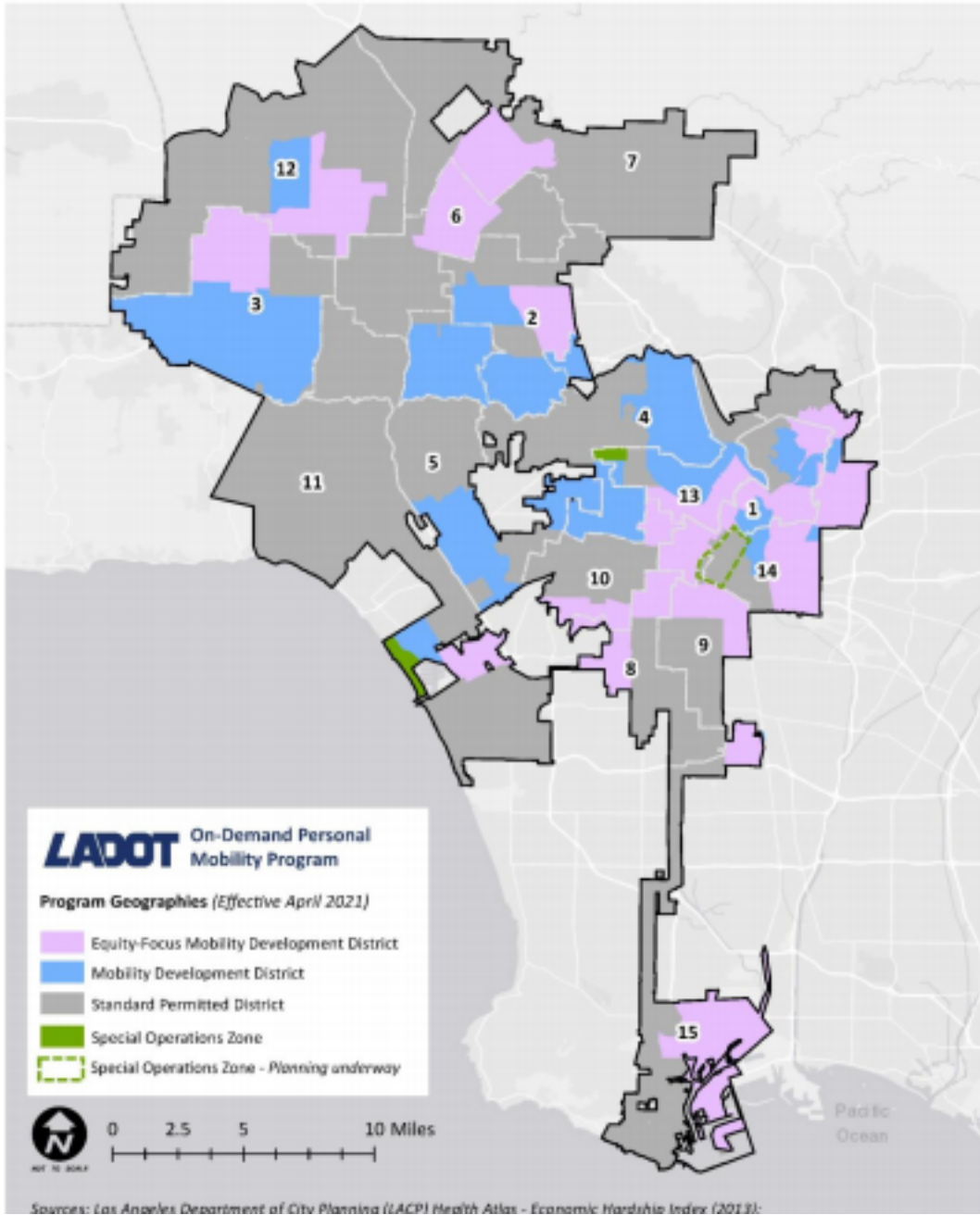
Required Attachments including but not limited to:

- Completed PERMIT APPLICATION with signatures.
- Application agreement
- Synopsis of operator service model and qualifications, including images of the vehicles and mobile application
- Schedule for implementation, including the size of fleet and service area at launch
- Size and service area of any planned fleet expansions (optional)
- Organizational structure of the operations team, including title, and their specific responsibilities on the project
- Screenshot illustrating how customers will be notified through a mobile and web application of the following:
 - Riders encouraged to wear helmets
 - Riders must obey all traffic laws
 - Proper parking procedures
 - Operating an electric scooter on the sidewalk is prohibited
- Proof of general commercial liability insurance with a minimum liability limit of \$5,000,000 and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds
- Proof of automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) and that lists the "City of Los Angeles, its officers, agents and employees" as Primary additional insureds.
- Proof of 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.
- Proof of umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than \$5,000,000 per occurrence. The city of Los Angeles must be named as additional insured.
- Proof of performance bond of \$80/Vehicle.
- Indemnity Agreement (attachment provided by city).
- Non-Refundable Permit administration fee
- Organizational Chart & 24-Hour Contact Information
- Community Outreach plan that gives specific strategies for engaging with older adults and persons with disabilities.

Upon Approval of the application and deployment of vehicles on the right of way, the permittee shall be subject to trip fees of \$0.06 to \$0.40 as follows:

Geography	Applicability	Per Trip Fee*
Equity-Focus Mobility Development District	Trips that begin or end in the Equity Focus Mobility Development District	\$0.00/ No Cost
Mobility Development District	Trips that begin or end in a Mobility Development District	\$0.06
Standard Permitted Districts	Trips that begin and end in a Standard Permitted District	\$0.20
Special Operations Zone	Trips that begin or end in Special Operations Zone	\$0.40

*The lower per trip fee will apply for trips that begin in one geography and end in another.



(Shapefiles will be made available to Operators)

The monthly trip fee payment is due on the last day of the following calendar month after which a trip has occurred. The payment is delinquent if not paid on or before the due date.

A penalty of ten percent of the amount of the payment and interest of 1.5% shall be assessed on any payment that has become delinquent. Failure to pay any delinquent payment within 30 days will result in suspension of the Operator's permit.

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

Data Protection and Privacy

- A. The City of Los Angeles Department of Transportation (LADOT) works to deliver a safe, livable, and well-run transportation system throughout the region. Our vision is for all people in Los Angeles to have access to safe and affordable transportation choices that treat everyone with dignity and support vibrant, inclusive communities. As we work to achieve our responsibilities of safety, congestion relief, equity, and sustainability, we also have a responsibility to protect individual privacy and promote a transportation system free from discrimination and the exploitation of personal mobility data.

- A. 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.

- B. As part of its Dockless Mobility permitting process, the City of Los Angeles requires Mobility Service Providers (Operators) operating on the streets of Los Angeles to comply with the MDS. Such permitting rules set a consistent standard for the transfer, use, and protection of vehicle data from Operators to LADOT.

- C. As directed by the Los Angeles City Council (CF 19-1355)- the City will apply LADOT's data protection principles to all data obtained from Operators to carry out the City's and the Department's data protection responsibilities including, but not limited to, data categorization, data minimization, access limitation, security, and transparency to the public.
 - 1) Data categorization: LADOT designates raw trip data as Confidential Information under the City of Los Angeles Information Technology Policy Committee (ITPC) Information Handling Guidelines. This long-standing policy for the City of Los Angeles governs the obligations of the City to protect all manners of data under its control. LADOT will withhold this Confidential Information as exempt from release under the California Public Records Act.

 - 2) Data minimization: LADOT will mandate data sets solely to meet the specific operational and safety needs of LADOT objectives in furtherance of its responsibilities and protection of the public right of way.

a. Aggregation, obfuscation, de-identification, and destruction: Where possible, LADOT will aggregate, de-identify, obfuscate, or destroy raw data where we do not need single vehicle data or where we no longer need it for the management of the public right-of-way.

b. Methodologies for aggregation, de-identification, and obfuscation of trip data will rely on industry best practices and will evolve over time as new methodologies emerge.

3) Access limitation: LADOT will limit access to raw trip data related to vehicles and vehicle trips 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 raw trip data other than as required by law, such as a court order, subpoena, or other legal process.

b. Similarly, the City will only allow access to raw trip data by contractors under the LADOT Third Party Master Data License Agreement which explicitly limits the use of raw trip data to purposes directed by LADOT and as needed for LADOT's operational and regulatory needs. LADOT will prohibit use of raw trip data for any non-LADOT purposes, including for data monetization or any third party purpose.

c. After completion of the Dockless Mobility Pilot, LADOT will create a publicly accessible transparency report discussing the types of third party requests for Dockless Mobility data that LADOT has received and how we have responded to those requests.

4) Security: The City will enact appropriate administrative, physical, and technical safeguards to properly secure and assure the integrity of data.

a. Los Angeles' 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 Los Angeles' information technology policies and practices.

5) Transparency for the public: The public deserve a clear description of the data used by LADOT and the ways such data is pertinent to the responsibility of protecting the public right-of-way. To that end, LADOT 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 Los Angeles 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. We share data via the City of Los Angeles Open Data Portal. Before we publish any Dockless. Mobility data to the Open Data Portal, LADOT will ensure the data is de-identified in accordance with established data protection methodologies. LADOT will not release any Dockless Mobility data on the Open Data Portal until data de-identification and destruction treatments are implemented.

Vehicle Identification

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

Health and Safety

- A. All bicycles shall meet the safety standards outlined in ISO 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in CVC section 21201, including for lighting during operation in darkness.
- B. Electric-assist bicycles shall be “Class 1” or “Class 2” electric bicycles only, as defined in California Vehicle Code (CVC) Section 312.5 Additionally, the City reserves the right to terminate any permit issued under this Program if the battery or motor on an electric-assist bicycle is determined by the City to be unsafe for public use.
- C. An electric scooter shall be any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor or other power source. This device may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion. A motorcycle, as defined in Section 400 of the California Vehicle Code, a motor-driven cycle, as defined in Section 405 of the California Vehicle Code, or a motorized bicycle or moped, as defined in Section 406 of the California Vehicle Code, is not an electric scooter.
- D. Electric scooters shall be incapable of reaching a top speed of greater than 15 mph. LADOT reserves the right to revise the speed limit based on collision and injury data.
- E. Electric-assist bicycle systems shall have visible language that notifies the user that:
 - Helmet use is encouraged while riding a bicycle;
 - Riders shall yield to pedestrians; and
 - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles.
- F. Electric scooter systems shall have visible language that notifies the user that:
 - Helmets use is encouraged when operating an electric scooter;

- Riders shall yield to pedestrians;
 - When riding on-street, follow the rules of the road, following all motor-vehicle laws and ordinances in the City of Los Angeles;
 - “No Riding On Sidewalks” (minimum 48-point font) located on the platform of every scooter; and
 - Customers must be a minimum of 18 years old with Driver’s License to operate a Vehicle.
- G. Electric scooter systems shall have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the vehicle has stopped during a trip.
- H. Cleanliness and Sanitary Guidelines
- Operators have an obligation to protect the health and welfare of riders and the surrounding community.
- The LADOT requires that certain methods must be done to ensure the safety of the public. These measures include the following:
- All Providers must ensure that sanitary gloves are worn by all individuals, whether employee or independent contractor, who perform any type of maintenance on the vehicles. This includes individuals who charge and/or deploy and rebalance vehicles.
 - All Providers must ensure that its vehicles are sanitized and disinfected prior to each deployment or upon return to the warehouse.
 - All Providers must ensure that any vehicle brought to its warehouse is sanitized and disinfected regardless of whether the vehicle was sanitized previously that day.
 - All Providers must provide in-house staff with appropriate disinfectants for cleaning frequently touched surfaces and ensure that external staff also uses appropriate disinfectants for cleaning frequently touched vehicle surfaces.
 - Refer to the Environmental Protection Agency’s list of recommended disinfectants
 - All Providers must educate staff, whether employee or independent contractor, on how to protect themselves from infection.
 - All Providers must educate dockless mobility customers through digital media about vehicle sanitation practices.
 - Dockless Providers may also temporarily remove a portion or all of its dockless fleet from circulation during an emergency if it deems such action as necessary. This will not affect the Providers permit as long as all requirements are met when the devices are re-deployed
 - All Providers must submit updated sanitation protocols to the LADOT, particularly as it relates to protocols enacted to help prevent the spread of COVID-19.
 - Any later updates to a provider’s sanitation protocols must be submitted to the LADOT.

Fleet Size

- A. All Operator applicants to the Program shall include the anticipated total fleet size in their application.
- B. All Operators shall have a minimum fleet of 500 Vehicles with a maximum fleet of 6,000 vehicles.
- C. All vehicles must be zero emission.
- D. Operators shall notify the City and submit a revised Permit Application To request an increase in total permitted fleet size prior to deploying new Vehicles into service.
- E. Additional vehicles after the total 6,000 fleet maximum may be permitted at the discretion of the General Manager and may depend on factors related to performance and Program compliance.
- F. If an Operator's Compliance score is less than 50 points at the end of each quarter an additional 500 vehicles may be authorized by the LADOT.
- G. If an Operator demonstrates programmatic and technological innovation (e.g. sidewalk riding technology, helmet provision for all trips, etc.), an additional 500 additional vehicles may be authorized by the LADOT per area of excellence.
- H. The General Manager may reduce the permitted number of vehicles in the case of demonstrated Program noncompliance and/or nonperformance by permittee.

DEPLOYMENT

The base number of vehicles an operator may deploy on the right-of-way will be limited to 500. LADOT will allow for access to high utilization areas such as Venice, Downtown Los Angeles, and Hollywood, by requiring operators to also deploy a percentage of their total fleet in the defined Program Geographies.

- Operators that deploy any vehicles in the Venice Special Operations Zone, shall have at least twenty percent (20%) of the Operator's total fleet also deployed in the Equity-Focus Mobility Development District.
- Operators that deploy any vehicles in the Hollywood Special Operations Zone (but not Venice), shall have at least twenty percent (20%) of its total fleet deployed in the Equity-Focus Mobility Development District and/or a Mobility Development District.
- Failure to adhere to these requirements may result in a reduction of the Operator's fleet, or a suspension or revocation of the permit.

Compliance with Mobility Data Specification

- A. All Operators shall abide by the Mobility Data Specification("Specification") as published online at <https://github.com/openmobilityfoundation/mobility-data-specification> and updated from time to time.

- B. As part of the Program permit application process (initial or renewal), all Operators shall demonstrate support for v1.1 or any subsequent version of the LADOT MDS API Technical Compliance Overview.
- C. The City may conduct maintenance on, stop providing, and/or change the method of access to the Services, Software, and/or Content outlined in the LADOT MDS Compliance Guidelines at any time, with or without notice to the Operator. For avoidance of doubt, the City, in its sole discretion, may temporarily or permanently suspend Operator's access to the Services, Software, and/or Content under this Agreement.

Service Area and Geo-Fencing

- A. The Program is valid only for operations within the City's rights-of-way.
- B. At the City's discretion, additional operating zones may be established including locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the Customer through signage approved by the respective entity and/or through the Operator's mobile and web application.
- C. The City reserves the right to determine where Vehicle parking is prohibited or to create geo-fenced stations within certain areas where Vehicles shall be parked. The City will make this information available via MDS policy end-point or alternative method.
- D. The City shall maintain geographic parking boundaries for Operators and make these available via the MDS policy end-point or alternative method.

Special Operations Zones (SOZ)

- A. At the City's discretion, Special Operations Zones may be established to address neighborhood-specific concerns including, but not limited to, oversaturation, operating regulations, equity, fleet caps, and parking behavior. These Special Operations Zones will be published via the MDS policy end-point.

Operator Customer Service

- A. All Operators shall provide a mechanism for Customers to notify the Operator that there is a safety or maintenance issue with the Vehicle.
- B. Operator shall maintain an updated organizational chart with contact information of their operations team and advise the LADOT Program Manager of any changes within 48 hours.

Reporting / Data Sharing

- A. Raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.
- B. Personally Identifiable Information on Customers collected by Operators may not be

transmitted to, processed or stored at a destination outside of the United States.

- C. The City is permitted to use all data the Operator provides in accordance with the Program including, but not limited to, displaying real-time data and real-time Vehicle availability data to the public. Third parties are permitted to republish any data the City publishes.
- D. During the Program, Operators shall distribute to their Customers a City-provided customer survey at least annually. The Department may also request surveys at any time during the permit period.

Operations & Maintenance

- A. All Operators shall have a staffed operations center in the City and a 24-hour contact person available for emergency removals.
- B. Operator shall remedy devices parked incorrectly or are inoperable within two hours of being notified by the City from 7am to 10pm daily.
- C. In emergency situations where the public's safety may be involved, Operators, when notified by the Department, shall deactivate and remove all vehicles within a given area and not re-deploy them until advised to do so by the City.
- C. An Operator shall repair any inoperable Vehicle or any Vehicle that is not safe to operate before returning the Vehicle into revenue service.
- D. If LADOT or any other City department or office incurs any costs addressing or abating any violations of this agreement, or incurs any costs of repair or maintenance of public property, and potentially upon receiving written notice of City costs, the Operator shall reimburse the City for such costs within thirty days of receipt of an invoice detailing such costs.
- E. Operators will attend an on-site meeting with City staff to discuss the program and show a demonstration Vehicle that will be deployed prior to permit approval.
- F. Operators shall submit maintenance schedule and maintenance logs to the City via the report-maintenance API or MDS v0.4 endpoint or MDS future versions as it becomes available.

311 Integration and Response

Operator agrees to be responsible for integrating with and closing out MyLA311 Service Request tickets within the 311 System. Failure to respond to open Service Requests in 311 will be grounds for discipline including but not limited to denying increased fleet sizes, reducing existing fleet size, suspension, and/or revoking permit.

Parking

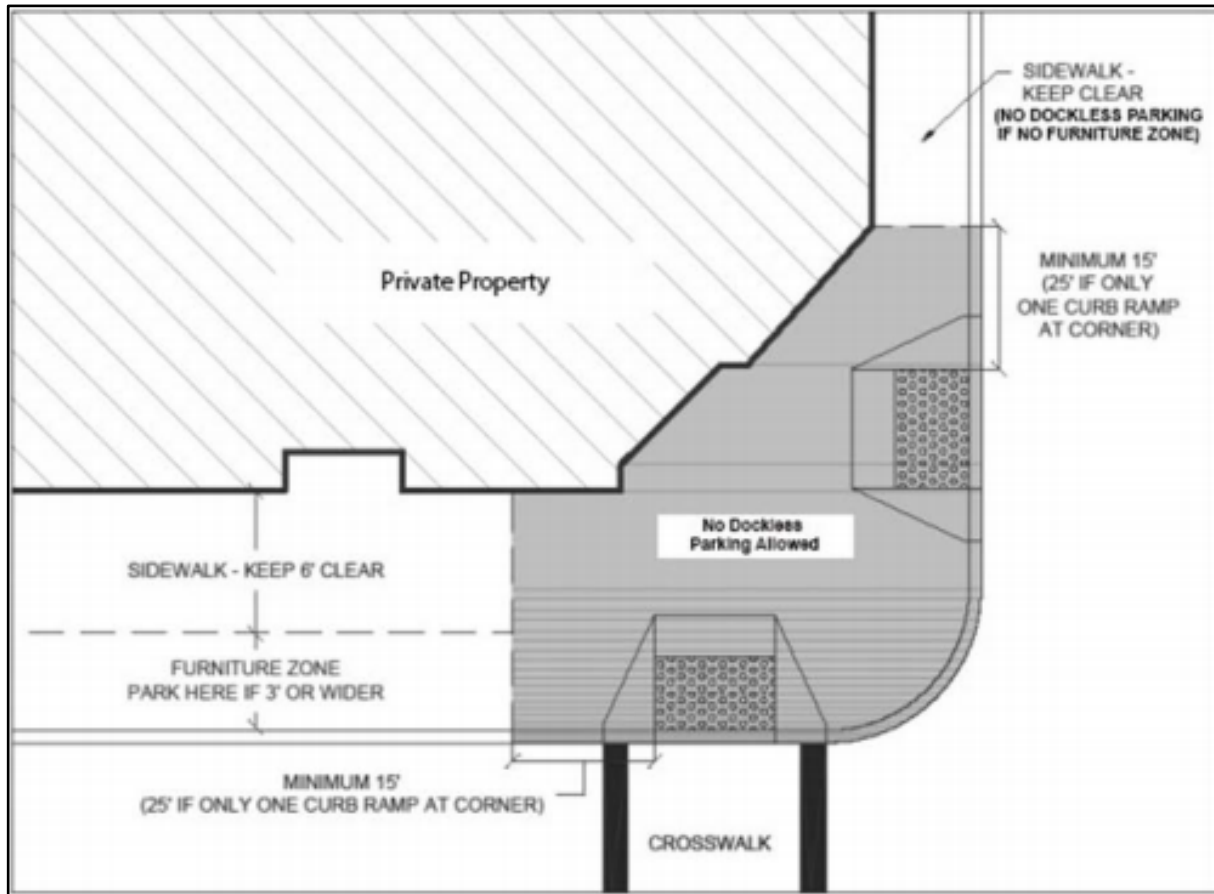
- A. For any permitted location response obtained from the MDS policy end-point, an Operator shall ensure their Vehicles are parked in the landscape/furniture zone of the sidewalk, preferably to a bicycle rack or in another area specifically designated for bicycle parking. Operators shall inform Customers on how to properly park a Vehicle.
- B. Every Vehicle may have smart technology equipment to prevent theft, technology identifying if

a vehicle is upright and properly parked, and GPS tracking.

- C. All vehicles within a reasonable timeframe but no longer than 3 months after issuance of the latest Program permit shall come equipped with technology that would prevent operators from ending a ride if the vehicle is not standing upright.
- D. Operators shall ensure their Vehicles are not parked in a way that impedes the regular flow of travel in the public way, or in a way that impedes the clearance on sidewalks needed for ADA compliance. Legal parking includes the landscape/furniture zone and any bicycle rack in the public right of way.
- E. Operators are responsible for informing Customers how to park the Vehicle correctly. Operators will provide a “Parking Plan” on how they will incentivize Customers to park safely and correctly and will be responsible for passing on fees and disincentives for Vehicles parked illegally outside of the “furniture zone” and outside of “geo-fenced areas”.
- F. Restrictions to eligible parking zones on sidewalks shall be as follows:
 - Vehicles shall not be parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility.
 - Vehicles shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
 - On blocks without sidewalks, Vehicles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
 - The City reserves the right to determine certain block faces where dockless parking is prohibited.
 - Vehicles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).
 - Any Vehicle that is parked in one location for more than 5 consecutive days without moving may be removed by the City’s Bureau of Sanitation and taken to a City facility for storage at the expense of the Operator. Bureau of Sanitation shall invoice the violating Operator for fees incurred.
 - Vehicles shall not be parked in the landscape/furniture zone adjacent to or within:
 - Parklets;
 - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Red curb zones;

- Entryways; and
- Driveways.

- G. Vehicles shall be upright when parked.
- H. Operators shall work with each individual Council District if additional parking is required, which includes bicycle racks and/or bicycle corrals.
- I. Vehicles shall not be parked within 15' of street corner pedestrian ramps (25' if there is only a single pedestrian ramp). Refer to graphic below:



Enforcement & Termination Grounds

- A. If data is falsified or the City suspects dishonest reporting, the City reserves the right to revoke the Program permit. In the case of a Program permit being so revoked, the Operator will not have an opportunity to reapply for a permit for at least one year.
- B. If Vehicle parking standards are not met on a monthly basis, the City reserves the right to revoke the Program permit.
- C. Grounds for terminating Program permits include, but are not necessarily limited to:
 - Failure to meet the terms and conditions set forth in the Program permit and/or the Rules and Guidelines;
 - Failure to put vehicles into service within 30 days;

- Failure to share data;
- Failure to abide by the MDS Specification;
- Failure to abide by the LADOT MDS API Technical Compliance Overview v1.1 or any subsequent version
- Failure to move vehicles located outside of the defined geo-fenced area.
- Falsification or information submitted by the Operator of any portion of the application that has been determined to be intentionally misleading.

Fine and Penalty Schedule

The purpose of the fines and penalty schedule is to encourage Operators to maintain their fleet and self-regulate. The following is a set of violations and their classifications which will be measured against the Operators:

Operational Requirements are below:

Minor (1 point)	Moderate (10 points)	Severe (25 points)
<p>Dirty vehicles</p> <p>Flat tire</p> <p>Broken lenses</p> <p>Missing slip pad or loose pieces</p> <p>Excessive dents and scratches</p> <p>Loose kickstands</p> <p>Tipped or downed vehicles</p> <p>Vehicles blocking traffic right-of-way</p> <p>Vehicles with dead batteries in the right-of-way</p> <p>Use of vehicle which has been removed from the registry</p> <p>Failure to respond to customer or Department request for action or information</p> <p>Failure to de-register vehicles that are lost or unrecoverable and advise the Department</p> <p>Failure to respond to customer complaints or notify the Department of the resolution</p> <p>Missing safety and contact information</p> <p>Missing "No Riding on Sidewalk" decal</p>	<p>Non-functioning headlights</p> <p>Low brake power(minimal)</p> <p>Bent or loose stems</p> <p>Bent handlebars (minor)</p> <p>Unauthorized or "Ghost" vehicles deployed</p> <p>Vehicles blocking pedestrian walkways</p> <p>Blocking wheelchair ramps, access zones or crosswalks</p> <p>Missing or illegible QR Square or identification number</p> <p>Abandonment of vehicle</p> <p>Missing battery</p>	<p>Failure to submit or maintain insurance as required (Immediate Suspension of Permit until issue rectified)</p> <p>Non-Indemnity</p> <p>Major brake failure</p> <p>Bald Tires</p> <p>Cracked frames</p> <p>Locking brakes</p> <p>Loose wheels</p> <p>Bent wheels</p> <p>Non-Functioning accelerator</p> <p>Loose brake handles</p> <p>Loose, broken handlebars</p> <p>Exposed wires or circuitry</p> <p>Failure to respond to a safety complaint</p> <p>Failure to respond to a safety violation</p>

Technical compliance:

Upon submission of any application for authorization to operate within the City, every company will be subject to LADOT verification and confirmation that the company fully complies with the Mobility Data Specification (MDS) requirements. Once confirmed, all such requirements shall be kept current at all times during the duration of any permits issued. Willful non-compliance or inability to comply shall be due cause for immediate suspension and/or revocation of the operator’s permit.

All vehicles shall be registered through MDS prior to deployment on City streets and highways.

Required information shall be available to the Department on a 24 hour/ 7 days a week basis.

All company’s vehicles shall conform to the MDS current requirements for all Service Level Agreements (SLAs) as defined by the LADOT

Technical Compliance Chart

Issue	Impact to downstream compliance needs	Unit measure of non-compliance	Points per infraction
All dockless vehicles present in the LA public right-of-way (defined by /policy/geographies) must be registered with MDS registry endpoint (/vehicles) prior to deployment.	1	For each vehicle found to be unregistered	1
All events must have a valid timestamp as defined in the OMF MDS Agency specification. Timestamps cannot be in the future (i.e. greater than at the time of the event).	1	For every 1,000 event points that are non-compliant	1
All telemetry must have a valid timestamp as defined in the OMF MDS Agency specification. Timestamps cannot be in the future (i.e. greater than at the time of the event).	1	For every 10,000 telemetry points that are non-compliant	1
All events must follow valid state transitions as defined in the OMF MDS Agency state diagram.	1	For every 10,000 state transitions that are non-compliant	1
All telemetry must be valid (ex. cannot be [lat:	1	For every 10,000 telemetry points	1

0, lng: 0])		that are non-compliant	
<p>Each trip needs to be well-formed:</p> <ul style="list-style-type: none"> ○ Each trip_id must have at least one associated trip_start or trip_end event ○ Each trip_id can have multiple associated trip_enter or trip_leave events 	1	For every 10,000 trip_id's that are non-compliant	1
<p>The following vehicle events need to be posted (/vehicles/{device_id}/event) within 5 minutes/300 seconds of the company-triggered action occurring. These events are those that occur in the public right of way.</p> <ul style="list-style-type: none"> ○ Trip_start ○ Trip_end 	1	For every 10,000 events posted that are non-compliant	1
<p>The following vehicle events need to be posted (/vehicles/{device_id}/event) within 30 seconds of the company-triggered action occurring. These events are those that occur in the public right of way.</p> <ul style="list-style-type: none"> ○ Provider_drop_off ○ Provider_pick_up ○ Service_start ○ Service_end ○ Trip_enter ○ Trip_leave ○ Reserve ○ Cancel_reservation 	2	For every 10,000 events posted that are non-compliant	1
For all posted vehicles telemetry that is	1	For every 10,000	1

<p>associated with a trip must have an associated trip_id. These include:</p> <ul style="list-style-type: none"> ○ Trip_start ○ Trip_end ○ Trip_enter ○ Trip_leave 		telemetry points that are non-compliant	
All telemetry data must be provided via the telemetry endpoint (/vehicles/telemetry) during the trip or within 24 hours of trip completion.	1	For every 10,000 telemetry points that are non-compliant	1
Telemetry data must include a telemetry measure point at least every 5 seconds along the path traveled within the city's boundary (/geography/geographies).	2	For every 10,000 events posted that are non-compliant	1
Vehicles last reported in the public right of way shall not go more than 48 hours without sending an update to the LADOT MDS System. For vehicles that have lost connectivity, the operator is required to send a valid event transition. Vehicles last reported in the public right of way that do not send a signal after 48 hours will still be considered in the public right of way.	2	For every 10,000 telemetry points that are non-compliant	1

Policy compliance: an important component of operational compliance is adherence to digital policies created by LADOT and communicated to Operators using MDS.

Policy compliance violations will be measured by the number of distinct days on which an Operator violated each policy (per-policy-per-day), irrespective of how many vehicles were adjudged to have violated the policy. All policy compliance violations are correctable.

Operators failing to provide MDS required data, after agreement to do so in their application shall have 10 days to come into compliance. Failure to do so by the 10th day will result in a 25 point fine (minimum \$10,000) and may further result in revocation of their authorization to operate within the City

All On-Demand Mobility Operators are responsible for the following violations:

Major (10 points)	Safety (25 points)
<p>Vehicles not obeying the speed limit during a trip in geofenced zones with a speed limit of >0mph or other speed limit as set by Department Policy</p> <p>A number of vehicles deployed in a geography defined by a policy that exceeds the number of vehicles allowed to be deployed there (e.g. a parking zone in the Venice Special Operations Zone)</p> <p>Vehicles deployed in a geography defined by a policy where deployment is prohibited (e.g. areas of Venice Beach outside parking zones)</p> <p>A number of vehicles deployed in the public right-of-way by Operators within the city boundary that exceeds the overall cap(s) on the number of vehicles allowed to be deployed there</p>	<p>Vehicles not obeying the speed limit during a trip in geofenced zones with a speed limit of 0mph or other speed limit as set by Department Policy</p> <p>Vehicles locked by riders in geofenced zones where locking vehicles is prohibited</p>

For every violation that accumulates points, there will be a monthly assessment with the attendant penalty being issued to the company each month. The points shall be cumulative. The fines shall be issued based upon where the company is in its points schedule. Below is the penalty assessment schedule:

Penalty Fees

1-9 points:	Written warning
10-19 points:	\$5,000
20-29 points:	\$10,000
30-39 points:	\$15,000
40-49 points:	\$20,000
50 + points:	\$25,000*
60-69 points:	\$30,000
70-79 points:	\$35,000
80-89 points:	\$40,000
90-99 points:	\$45,000
100+ points:	\$50,000**

110-119 points:	\$55,000
120-129 points:	\$60,000
130-139 points:	\$65,000
140-149 points:	\$70,000
150-159 points:	\$75,000***
160-169 points:	\$80,000
170-179 points:	\$85,000
180-189 points:	\$90,000
190-199 points:	\$95,000
200+ points:	\$100,000****

Program Point Thresholds

Points Accumulated During Permit Year	Fine/Penalty	Percent of Fleet Suspended and Suspension Time
50	\$25,000	*10% of Fleet for Seven Days
100	\$50,000	**50% of Fleet for Ten Days
150	\$75,000	***100% of Fleet for 30 Days
200	\$100,000	****Potential Permit Revocation

Correctable Safety Violations: Vehicle Removal

Once an operator has been notified that a vehicle has been deemed **unsafe** or in such a condition that removal must be immediate, the operator shall have One hour to remove the vehicle from the public right of way.

Correctable Minor/Major Violations: Vehicle Removal

Once an operator has been notified that a vehicle is in violation (minor or major), Vehicle removal must occur within two hours of notification.

Performance Scoring:

For violations that are correctable, no points will be issued if the vehicle is removed in the appropriate time frame or repaired within the appropriate time frame. Although LADOT will not issue a point, a record of the violation will be maintained.

For violations that have not been corrected within the appropriate time frame, or that are uncorrectable based upon the chart, points will issue and will accumulate throughout the permit year. Each company will be informed monthly of its point totals and any fines that will be issued based on point accumulation.

All violations (with the exception of Insurance and non-indemnity violations) are appealable. All fines, including those for insurance and non-indemnity violations are appealable.

Lack of Insurance and continued non-compliance with MDS are causes for suspension and/or Revocation.

For every violation, alleged violation or series of violations cited the operator shall be issued a notice of violation. The notice shall list a brief description of the violation(s), point totals alleged and commensurate fine amount.

Los Angeles Municipal Code Sections 71.29 -71.29.4 governs appeals processes, suspensions, revocations and monetary penalties.

Termination Payment

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

Waiver

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

Liquidated Damages - Forfeiture

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

Outreach & Equity

- A. Operators must attend meetings with City's Business Improvement Districts, Neighborhood Councils, Council Districts, surrounding municipalities, Transportation Management Organizations/Associations, Disability Rights Organizations/Centers for Independent Living, and any other community-based organization as stipulated by the City to introduce the Operators to them and make these communities aware of the Program and how it may affect the communities.
- B. Operators must partner with a Community Based Organization (CBO) approved by the LADOT for the duration of its permit. The Operator may change CBOs during the permit year, but each organization must be approved by the LADOT. Failure to partner with a CBO will result in suspension or revocation of the permit. Operator must provide the name of the CBO, contact name, and phone in the application to verify partnership.
- C. Vehicles will be available at rates that are clearly and understandably communicated to the Customer prior to Vehicle use.
- D. Operators are responsible for educating the public on the Program, and on how to use the Vehicle safely.
- E. Operators are required to have a non-smart phone option for Customers to use the Vehicle system.
- F. Operators are required to have a non-credit card option for Customers to use the On-Demand Mobility vehicle system.
- G. Operators will offer a one-year low-income Customer plan that waives any applicable bicycle/e-scooter deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal.
- H. Operators must provide customer service, outreach, and advertising materials in multiple languages including but not limited to Spanish.
- I. Operators must conduct, submit, or respond to surveys as requested by the LADOT including but

not limited to surveys related to job creation and community outreach.

Modification of the Agreement

- A. The City may modify any of the terms and conditions contained in this Agreement at any time and in the City's sole discretion.
- B. If any modification is unacceptable to the Operator, it's sole recourse is to terminate this agreement and its operation in the City. The Operator's continued usage of the services, software, and/or content following the city's modification constitutes its irrevocable and binding acceptance of the change.