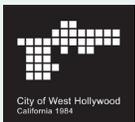




City of West Hollywood

**Dockless Electric
Bike Share Pilot Program**

**Call for
Applications**



Application due May 29, 2019

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Policy Statement and Purpose

The City of West Hollywood has established rules and regulations governing the dockless electric bike share operator(s) to ensure that such systems are consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way. These guidelines may be updated by the City Manager or designee during the course of the 18 month pilot program should the need arise. The goal of the program is to encourage bicycle use as a transportation mode, and enhance mobility for residents, visitors, and employees in West Hollywood.

Scope

These requirements apply to the deployment of any dockless bicycle sharing systems within the City of West Hollywood's jurisdictional boundaries. No electric scooters or other e-mobility devices are permitted as part of this 18-month pilot program. The City will not restrict intercity trips originating outside of West Hollywood, but operators not permitted in West Hollywood will need to retrieve bicycles and e-scooters that riders leave in the City in accordance with W.H.M.C. 11.30.

Procedures

Any operator seeking to operate a bicycle share program within the City of West Hollywood shall first obtain a dockless bike share pilot program permit, conditioned on compliance with the guidelines contained herein and any other conditions established by the City of West Hollywood. No person, corporation, association or any other organization shall operate a public bicycle share program, system or entity within the City of West Hollywood except pursuant to such permit. Operators deployed in West Hollywood without a permit are subject to citations and fines. Permits issued for this program last for the duration of the 18-month pilot program. Permits cannot be transferred or shared among operators, and are subject to the revocation by the City at its sole discretion and without notice.

Partnership Between City and Operator

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

The City will install 'drop-zones' or parking hubs, in the street and on the sidewalk in specific locations determined by the City. These parking locations should be virtually identified within the operator's mobile app, directing riders to park in these preferred parking areas. The operator is required to have the capability to use incentives to influence riders' parking habits. Such incentives may include ride credits or monetary reimbursement for rides taken.

Selection Criteria and Timing

The City will evaluate operators' applications based their demonstrated ability to meet the Permit Requirements, listed in this document including:

- Experience and Expertise:** a list of cities operating in, with fleet size and contact information.
- History of Compliance:** a summary of operations in the City of West Hollywood, and surrounding cities.
- Equipment and Safety:** synopsis of a quality, well-built, easy to operate bicycle fleet.
- Operations Plan:** a plan that includes dedicated local staff, equitable fare structure, customer service plan.
- Parking Plan:** a plan that illustrates geofence capabilities, user education outreach to promote safe riding and parking behavior, fleet management.
- Mobility Data Specification:** commit to share data according to MDS standards.
- Insurance and Indemnification:** agree to insurance and indemnification standards.

The City intends to launch the 18-month Dockless Bike Share Pilot Program in August 2019. The operator selected through this application process will be notified in June 2019 and is expected to work with the City to proceed through the approval process prior to launching in August 2019.

Permitting Fees

There is no application fee for participation in the Dockless Bike Pilot Program. The operator must be in compliance and in good standing with payment of taxes, fees, and citations prior to the issuance of the permit, and throughout the duration of the pilot program, or their permit may be suspended or revoked. The City reserves the right to amend these fees to ensure cost recovery and facilitate program development.

Any fees that arise from the need for City crews to relocate or remove devices from any location where a device is prohibited by the terms of the permit will incur the equivalent of an impound fee, as well as any additional storage fees, per W.H.M.C. 11.30.040.

Operator Fee	\$30,000	Administration of the 18-month permit.
Encroachment Fee	\$130 per device	An increase in fleet size shall incur additional charges and must be paid prior to deployment.
Business License Minimum Tax	\$48	Administration of Business Tax Certificate.
Performance Bond	\$80 per device	Bond to pay costs related to removing and storing devices that do not comply with these permit requirements or that the operator fails to remove from the right-of-way at the conclusion of the 18-month pilot program.

Permit Requirements

A. General

- 1. Nature of Permit.** The permit issued to the operator as part of the Pilot Program allows the operator to occupy the West Hollywood right-of-way consistent with the West Hollywood Municipal Code and these permit requirements by deploying dockless electric-assist bicycles for public rental.
- 2. Permit Term.** A permit issued under these pilot program permit guidelines is temporary and vests no permanent rights. The City has the right to cancel, suspend, or modify the terms of the permit at its sole discretion.
- 3. When Permit Ends.** The operator's permit ends on the date the permit term expires, the date the City revokes the operator's permit, or the date the operator withdraws in writing from the permit. The City has the right to cancel, suspend, or modify the terms of the permit at its sole discretion.
- 4. Operator's Duties at Permit End.** The operator shall remove all devices from the public right-of-way and all other locations in the City upon notice from the City and before the end of the permit. The operator shall be responsible for its devices and shall maintain its indemnification, insurance, and performance bond until it has removed all devices from the right-of-way.
- 5. No Transfers.** The permit is non-transferable. The operator cannot transfer its rights under this permit to any other entity or individual, including subsidiaries. If the operator merges with an unpermitted operator, the permitted operator may continue to operate, pending approval by the City.
- 6. Indemnification.** Before the City will issue a permit, the operator shall sign and record an indemnity agreement.
- 7. Insurance.** The operator shall maintain commercial general liability insurance that meets the requirements of the City.
- 8. Performance Bond.** The operator shall provide the City proof of a performance bond of \$80/per device.

B. Equipment And Safety

- 1. Design Standards.** (a) Electric-assisted bicycles shall comply with all applicable design standards described in the International Standardization (ISO) 43.150 – Cycles, as well as the standards outlined in 15 USC 2085, and Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in California Vehicle Code (CVC) Section 21201, including for lighting during operation in darkness.

(b) Electric bicycles shall be “Class 1” electric bicycles only, as defined in CVC Section 312.5.
- 2. Unique Identifier.** The operator shall affix a unique identification number at a prominent location on each device it deploys in the City of West Hollywood. No operator may deploy a device in the City that has the same identification number as another device the operator has contemporaneously deployed in the County of Los Angeles.
- 3. Location Tracking.** All devices shall be equipped with a Global Positioning Satellite (GPS) tracker or another tracking technology mounted on the device that is capable of recording and transmitting the device’s location on demand in decimal degrees to four decimal places.
- 4. Lamps and Reflectors.** All devices must have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night.
- 5. Brakes and Bell.** All devices must have functioning bike bells, horns, or other audible devices for riders to use during operation.
- 6. Maintenance Mode.** All devices shall be equipped with technology that allows the operator to place the device in a maintenance mode and remotely suspend new rentals of the device when the operator has received a report or otherwise believes the device is unsafe to operate.
- 7. Emergency Unlocking.** The City encourages operators to make their bicycles available for free in the event of an earthquake or other significant emergency if ordered by the

City Manager or City Council.

- 8. Information Affixed to Devices.** All devices shall have the following:
 - a. Operator Contact.** The operator shall affix its trade name and public contact information to each device.
 - b. Rider Education Signage.** The operator shall affix information regarding traffic rules, yield to pedestrians rules, sidewalk riding rules, and parking rules.
 - c. Advertising.** The operator shall not affix third-party advertising sponsorships, or sponsored content to its devices.
- 9. Maintenance.** The operator shall maintain each deployed device in good working order. The operator shall repair or remove any device that is not in good working order.
 - a. Unsafe to Operate.** If the operator receives a notice or otherwise believes that a device is unsafe to operate, the operator shall remotely suspend rentals on the device until the operator removes or repairs the device.

C. Parking

- 1. Generally.** The operator shall park devices, and shall advise riders that they shall park devices, consistent with these parking requirements.
- 2. Where Allowed.** If partly or completely parked on right-of-way, devices shall be parked upright in one or more of the following locations:
 - a. In designated bike share parking areas determined by the City.
 - b. In a public bike rack or corral.
 - c. If not parked in right-of-way, devices may be parked and locked only in a location approved by the owner, manager, or the property tenant.
- 3. Parking Restrictions.** Unless parked in a designated bike share parking area, a bike rack or corral, or authorized public space, devices shall not be parked in the following locations:

- a. In the frontage zone or pedestrian clear zone of the sidewalk;
- b. On a sidewalk segment where no landscape/furniture zone is present;
- c. In a corner-curb-radius area;
- d. On a sidewalk segment where the curb yellow or red curb markings;
- e. In any vehicle parking space or tow-away zone;
- f. In a disabled parking zone (may have blue curb markings);
- g. In a manner that blocks access on foot or by wheelchair to buildings, bus stops, benches, parklets, transit information signs, crosswalk buttons, curb ramps, wheelchair ramps, handrails, and detectable warning surfaces;
- h. In or blocking access to crosswalks, travelways, driveways, alleys, bicycle lanes, or paths;
- i. On landscaping or vegetation.

4. Obstruction Hazards; ADA-Prohibited Obstruction Hazards. (a) A parked device or cluster of devices is an obstruction hazard if parked in a manner that:

- a. Reduces the width of the pedestrian clear zone to less than 6 feet;
- b. Obstructs pedestrian circulation and navigation for people with low vision or mobility difficulties; or
- c. Otherwise creates a safety hazard.

(b) A parked device or cluster of devices is an ADA-prohibited obstruction hazard if parked in a manner that obstructs an accessible route or minimum clearance that the City or another entity is required to provide under Section 504 of the Americans with Disabilities Act or 36 CFR Part 1191.

5. Devices Locking to Fixed Objects. Devices are required to have a lock-to feature. Devices should be locked to a bike rack or locked-to themselves and placed in a designated parking corral. Devices shall not be locked to street signs, transit stop signs, benches, trees or vegetation, fire hydrants, ramp and staircase railings, or utility infrastructure, including poles.

- 6. Designated Bike Share Parking.** The City may designate locations in right-of-way where operators and riders may park devices. The operator shall mark the location of each designated bike share parking area in its smartphone application upon the City's request.
- 7. Geofencing.** The operator shall demonstrate prior to permit issuance that it can employ geofencing technology to encourage, discourage, and prohibit trip ends and parking in geofenced locations. The operator shall geofence designated bike share parking areas, special parking zones, or other locations at the City's request.
- 8. Event Parking.** At the City's direction, the operator shall provide personnel and other resources as necessary to clear right-of-way of devices and manage device parking activity related to events, and other temporary changes the City makes to the parking requirements.
- 9. Parking Plan.** The operator shall develop and implement a parking and fleet management plan that describes how the operator will:
 - a. Ensure its staff are trained and familiar with the conditions of this permit and can park the devices correctly;
 - b. Employ geofencing capabilities within 24 hours of the City's request;
 - c. Detect and repark improperly parked devices within 2 hours of notification from the City;
 - d. Inspect devices to ensure they are in good working order and remove devices that are not in good working order;
 - e. Encourage riders to park safely and conscientiously through education, advertisements and innovative outreach strategies;
 - f. Encourage people to report safety, parking, and maintenance concerns;
 - g. Incentivize riders to park at preferred parking locations identified by the City.

D. Operations

- 1. Changes to Maximum Fleet Size.** The City may change the operator's maximum fleet size at the City's discretion. The total number of devices permitted to operate may adjust every two weeks to allow the operator to increase the size of their fleets to meet demand when needed, and to reduce the size of their fleets when they are determined underutilized, or at the City's request. Changes to device allocations will not be considered during the first 30 days of the pilot program, unless at the request of the City.
 - a. The operator may add devices to its fleet upon request to and approval by the City when the operator can demonstrate with device and utilization data that average ridership exceeds three (3) rides per day per device.
 - i. Utilization is calculated by dividing the sum of total daily rides within the jurisdiction over a one-week period by the total devices available daily during the same timeframe.
- 2. Improperly Parked Devices.** If anyone notifies the operator that a device is improperly parked in the City and provides the device's unique identifier or its approximate location, the operator shall remove or repark the device within a 2 (two) hour window, beginning at the time of notification.
- 3. Devices Needing Maintenance.** If anyone notifies the operator that a device in the City is not in good working order and provides the device's unique identifier or its approximate location, the operator shall repair or remove the device if it is not in good working order within 2 (two) hours after the operator receives notice.
- 4. Idle Devices.** A device is idle if it has been parked in the same location in the City for more than three days without being rented or being visually inspected by the operator. If anyone notifies the operator of an idle device, the operator shall inspect, repark, or remove the device no later than 2 (two) hours after the operator receives notice.
- 5. Public Contact Methods.** The operator shall provide the following contact methods for public use:
 - a. A local or toll-free telephone number that connects to a live person 24/7;

- b. A contact number capable of receiving and responding to text messages; and
 - c. An email address.
6. **Customer Service.** The operator must provide customer service enabling members of the public to ask questions, report damaged devices or improper parking, request refunds, or otherwise receive support 24 hours a day, 7 days a week.
 7. **Pricing and Rider Fees.** Before the rider rents a device, the operator shall disclose to the rider its pricing structure, including all rates, fees, surcharges, penalties, and other costs the rider may incur by renting the device.
 8. **Reduced Fare Program Element.** The operator shall ensure its services are affordable, accessible, equitably distributed, equitably managed, and engaged with the City's diverse communities, including low-income households and seniors.
 9. **Low-Barrier Rental.** The operator shall establish at least one method by which a rider who has no smartphone, no bank account, and no charge card can rent a device.
 10. **Operator Survey.** The operator shall distribute to their customers a quarterly City-provided customer survey. The operator shall not alter or supplement the survey instrument and shall report the survey responses to the City.

E. Data Sharing

1. **Mobility Data Specification.** The operator shall abide by the Mobility Data Specification ("Specification") as published online at <http://github.com/CityOfLosAngeles/mobility-data-specification>.
2. **Provider and Agency API.** The operator shall demonstrate compliance with the Provider and Agency API of the Mobility Data Specification.
3. **Updates to the MDS.** The operator must use the most current version of the MDS as distributed by the City of Los Angeles Department of Transportation.
4. **Maintenance of the MDS.** The City may conduct maintenance on, stop providing,

and/or change the method of access to the Services, Software, and/or Content at any time, with or without notice to the operator. For avoidance of doubt, the City, in its sole discretion, may temporarily or permanently suspend operator's access to the Services, Software, and/or Content under this Agreement.

5. **Operator Responsibility.** Notwithstanding the returned results of any of the Mobility Data APIs, it shall be the sole responsibility of the operator to comply with the City's Program requirements listed herein.
6. **Third Party Management Software.** The City retains the right to use any third party software or service for mobility management, provided that the City ensures that the third party abides by any restrictions or limitations to which the City has agreed. Any API access or data feeds may be accessed directly by the third party operated on behalf of the City.

F. Evaluation of Pilot Program

1. **Compliance.** The City will investigate the operator's compliance with these permit requirements using the following methods:
 - a. Review of data provided by the operator via the MDS.
 - b. Review of the operator's report-response records.
 - c. Audit of the operator's fleet.
 - d. Visual inspection of the public right-of-way.
2. **Violation.** If after investigation the City determines that the operator has failed to comply with any permit requirements, the City may take one or more of the following actions:
 - a. Revoke the operator's permit.
 - b. Implement a temporary, indefinite, or conditional reduction of the operator's maximum fleet size.
 - c. Seek reimbursement costs.

- d. Take any other enforcement action as defined in WHMC Sections 1.08.

3. Compliance Targets – Parking. The operator is compliant if:

- a. No more than 3% of the audit sample is parked in a manner that creates an obstruction hazard; and
- b. No more than 30% of the audit sample is parked in a manner that does not comply with regulations defined in 'Parking' section.
- c. Compliance Targets – Equipment. The operator is compliant if 95% or more of the audit sample complies with regulations defined in 'Equipment' section.
- d. Compliance Targets – Maintenance. The operator is compliant if no more than 10% of the audit sample is unsafe to operate and 70% or more are in good working order and available for rental.

4. Compliance Targets – Maximum Fleet Size. The operator is compliant if:

- a. The operator's measured fleet size exceeds its maximum fleet size on five or fewer days of the month; and
- b. The operator's measured fleet size exceeds 120% of its maximum fleet size on two or fewer days of the month.

Application Evaluation

A. Review for Acceptance

The City will establish an internal selection committee to review all applications. The selection committee will reject an application as unacceptable if:

1. Any of the required application materials are missing or incomplete; or
2. One or more elements of the applicant's proposals would conflict with the permit requirements, policy statement, or purpose of the pilot program.

If the selection committee does not reject an application as unacceptable, then the selection committee will accept the application for further review and scoring.

B. Review for Scoring

For each scored element, the selection committee will assign a score between zero and ten points to the applicant's response. The applicant's final score is the sum of the applicant's scores for all required elements.

1. **Poor Rating.** A rating of 0 to 2 points may be appropriate if the applicant:
 - a. does not have experience or expertise in the dockless electric bike share market;
 - b. demonstrates an intentional lack of compliance with local regulations in West Hollywood and surrounding cities;
 - c. does not address all requirements or shows several weaknesses;
 - d. does not demonstrate an understanding of or alignment with the program's goals;
 - e. proposes inadequate or impractical goals and strategies and provides incomplete or infeasible parking and/or operations plans; or
 - f. fails to acknowledge limitations or potential adverse impacts of its proposal.
2. **Fair Rating.** A rating of 3 to 5 points may be appropriate if the applicant:
 - a. demonstrates some experience or expertise in the dockless electric bike share market;

- b. demonstrates a lack of compliance with local regulations in West Hollywood and surrounding cities;
- c. addresses all requirements but shows few strengths;
- d. demonstrates an inconsistent understanding of and alignment with the program goals;
- e. proposes some goals and strategies and provides basic parking and/or operations plans; or
- f. acknowledges some limitation or potential adverse impacts of its proposal but does not commit to adequate mitigation strategies.

3. Good Rating. A rating of 6 to 8 points may be appropriate if the applicant:

- a. demonstrates significant experience and expertise in the dockless electric bike share market;
- b. demonstrates a history of compliance with local regulations in West Hollywood and surrounding cities;
- c. addresses all requirements and shows some strengths;
- d. demonstrates a good understanding of and alignment with program goals;
- e. commits to specific goals and strategies and provides feasible parking and/or operations plans; or
- f. acknowledges the potential limitations and adverse impacts of its proposal and commits to adequate mitigation strategies.

4. Excellent Rating. A rating of 9 to 10 points may be appropriate if the applicant:

- a. demonstrates immense experience and expertise in the dockless electric bike share market;
- b. demonstrates a strong history of compliance with local regulations in West Hollywood and surrounding cities.
- c. addresses all requirements in depth and shows strengths in key areas;
- d. demonstrates a thorough understanding of and alignment with program goals;

- e. commits to specific goals and strategies with a strong parking and/or operations plan with detailed approach clearly documented;
- f. frankly discusses the potential limitations and adverse impacts of its proposal and commits to adequate mitigation strategies; or
- g. proposes distinctive, innovative, or particularly compelling products, features, or strategies.

C. Scoring Matrix

The selection committee will record the applicant's scores in the following table:

Permit Requirements	Applicant 1	Applicant 2	Applicant 3	Etc.
Complete Applicant Agreement				
Experience and Expertise				
History of Compliance				
Equipment and Safety Synopsis				
Parking Plan				
Operations Plan				
Evaluation Totals				

Permit Application



Dockless Electric Bike Share Pilot Program Permit Application

Application Instructions

Application due May 29, 2019 by 5:00 PM

The applicant shall submit one (1) digital copy of their submission to Tara Worden via tworden@weho.org. Attachments larger than 2MB should be sent via a file hosting service. Applications received after this time and date shall be disqualified and unopened. No oral, telephonic, faxed, or telegraphic applications or modifications of applications shall be considered. Applicants will be notified upon the receipt of their submission.

Questions or clarifications due May 20, 2019 by 5:00PM

It shall be the applicant's responsibility to ask questions, request clarifications, or otherwise advise the City if any language, specifications, or requirements of the application appear ambiguous or contradictory.

Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. Responses to questions will be distributed no later than May 23, 2019 by 5:00PM.

Application Materials

Applicants must demonstrate their ability to meet the Dockless Electric Bike Share Pilot Program Requirements. Applications must be clear, succinct and include the following, to be considered acceptable for review:

- Applicant Agreement (completed and signed)
- Experience and Expertise (1,000 word limit)
- History of Compliance (500 word limit)
- Equipment and Safety Synopsis (500 word limit)
- Parking Plan (1,000 word limit)
- Operations Plan (1,000 word limit)

Additional details regarding the expectations for a successful application can be found on the following pages.

Dockless Electric Bike Share Pilot Program | Applicant Agreement

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

(I/We) the undersigned have included a complete application to be evaluated based upon the merits of the submission to be considered a vendor the Dockless Electric Bike Share Pilot Program. This application includes (check all that apply):

- Experience and Expertise
- History of Compliance
- Equipment and Safety Synopsis
- Parking Plan
- Operations Plan

Upon selection as the operator of the Dockless Electric Bike Share Pilot Program, (I/We) the undersigned declare that (I am/we are) agree to the terms of the permit and are obligated to provide the following requirements, as detailed in the permit (check all that apply):

- Mobility Data Specification
- Indemnification and Insurance Agreement

(I/We) the undersigned understand that any failure on (my/our) part to submit a complete application, or to not comply to the requirements outlined in the permit, will result in the rejection of (my/our) application as unacceptable.

Date

Company

Name

Signature

Experience and Expertise (1,000 word limit)

Operators seeking to participate in the Dockless Bike Share Pilot Program are required to submit a summary of their experience and expertise, including company vision and goals, list of cities where operating, number of devices deployed, and points of contacts as references in cities where currently operating.

History of Compliance (500 word limit)

Operators seeking to participate in the Dockless Bike Share Pilot Program must provide a summary of compliance with local laws that regulate dockless shared mobility in cities regionally, including West Hollywood. Successful applicants will be transparent in documenting their missteps, and demonstrating sufficient effort to gain compliance with local regulations.

Equipment and Safety Synopsis (500 word limit)

Operators seeking to participate in the Dockless Bike Share Pilot Program are required to submit a synopsis of their service model and qualifications, including images of the bicycles and/or mobile application, to demonstrate compliance to Design Standards requirements (B1) as follows:

- | | | |
|---|-------------------------------------|---|
| <input type="checkbox"/> Side view photo | <input type="checkbox"/> Frame | <input type="checkbox"/> Wheels/Tires |
| <input type="checkbox"/> Length | <input type="checkbox"/> Rear hub | <input type="checkbox"/> Power |
| <input type="checkbox"/> Height | <input type="checkbox"/> Drivetrain | <input type="checkbox"/> Basket |
| <input type="checkbox"/> Back light | <input type="checkbox"/> Motor | <input type="checkbox"/> Fenders |
| <input type="checkbox"/> Front light | <input type="checkbox"/> Pedals | <input type="checkbox"/> Bells, warning mechanism |
| <input type="checkbox"/> Adjustable seat post | <input type="checkbox"/> Brakes | |

Operators must attach all certificates of safety standard compliance for the bicycle model being deployed as referenced in the Equipment and Safety requirements (Section B2-9). Include images of the bicycles and/or mobile application, to demonstrate compliance to the requirements as follows:

- | | |
|---|---|
| <input type="checkbox"/> Unique identifier number | <input type="checkbox"/> Trade dress |
| <input type="checkbox"/> GPS tracker | <input type="checkbox"/> Operator contact information |
| <input type="checkbox"/> Maintenance mode | <input type="checkbox"/> Rider education signage |
| <input type="checkbox"/> Emergency unlocking capability | |

Operators must also submit screenshots that illustrate how customers will be notified of the following:

- Riders are encouraged to wear helmets
- Riders must obey all traffic laws
- Proper parking procedures
- Riders encouraged to use the street instead of sidewalk for trips
- Mechanism(s) for customers to notify operator of safety or maintenance issues

Parking Plan (1,000 word limit)

Operators seeking to participate in the Dockless Bike Share Pilot Program are required to submit a plan that details strategies for promoting safe and legal parking practices that comply with the Dockless Bike Share Pilot Program Permit Guidelines regarding Parking (Section C1-9). Operators must describe specific features incorporated into the system functionality that will communicate parking rules to users.

As part of this plan, Operators must also describe any strategies that will be used to influence customer parking behavior and should consider the following:

- Incentives to encourage good parking behavior.
- Disincentives for illegally parked vehicles outside of the “furniture zone” and/or the “geo-fenced” area
- Ensure its staff and/or contractors are trained to park the devices correctly
- Employ geofencing capabilities for parking/no parking zones
- Detect and repark improperly parked devices
- Inspect devices to ensure they are in good working order and remove devices that are not in good working order
- Encourage riders to park safely and conscientiously
- Encourage people to report safety, parking, and maintenance concerns.

Operations Plan (1,000 word limit)

Applicants seeking to participate in the Dockless Bike Share Pilot Program are required to submit a plan that details their operations and maintenance plan to demonstrate compliance with the Dockless Bike Share Pilot Program Permit Guidelines regarding Operations (Section D1-10). Operators must provide a detailed synopsis of their operations plan, including:

Notification Protocol

- Ability to integrate into the West Hollywood Official City App (powered by Accela)
- Organizational chart of operations team, including title and responsibilities
- Point of Contact Email Address
- Point of Contact Phone Number
- Customer Service Phone Number

Fleet and Pricing Structure

- Proposed fleet size (minimum 100, maximum of 300, with dynamic cap)
- Proposed pricing and rider fees
- Reduced fare program element for low-income customers
- Low-barrier rental option for customers without a smartphone
- Other devices in operation in Los Angeles County

Operator Survey

- Ability to distribute a in-app City-provided survey to customers on a quarterly basis

Mobility Data Specification

Applicants must indicate their commitment to provide a data sharing API that is compatible with the MDS by completely filling out the Applicant Agreement

In order to satisfy the Dockless Bike Share Pilot Program Guidelines, applicants must agree to provide a data sharing API that is compatible with the Mobility Data Specification (MDS) Provider, detailed at: <https://github.com/cityoflosangeles/mobility-data-specification>

Required API Endpoint URLs

- MDS-Provider: trips
- MDS-Provider: status_changes
- MDS-Provider: Realtime Data, system_information
- MDS-Provider: Realtime Data, free_bike_status

Any MDS compatible API must expose data where:

- The trip starts in the City of West Hollywood
- The trip ends in the City of West Hollywood
- GPS telemetry data shows the trip passing through the City of West Hollywood

Indemnification and Insurance Requirements

Applicants must indicate their compliance with the Insurance and Indemnification Requirements by completely filling out the Applicant Agreement.

This Indemnification and Insurance Agreement (“Agreement”) is entered into on _____ 2019, by and between the CITY OF WEST HOLLYWOOD, 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.
- B. Operator is qualified to do business, and is doing business, in the State of California. Pursuant to West Hollywood Municipal Code Section 11.30 (“Shared On-Demand Personal Mobility Devices”), the City Manager or designee’s selected Operator to receive a Dockless Bike Share Pilot Program Permit (“Permit”) authorizing the deployment of a Dockless Bicycle within the City.
- C. Under West Hollywood Municipal Code Section 11.30.050 and in accordance with the Dockless Bike Share Pilot Program Guidelines, 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 Management Officer.
- 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 an Operator Permit, the process used by the City in making decisions, Operator's participation in the Dockless Bike Share 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 dockless bike riders, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement of any of the Operator's device or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses at its sole cost and expense, and notwithstanding City may choose its own legal counsel for defense for which Operator will cover the cost. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Operator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

2. **INSURANCE.** Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, Operator will maintain the insurance coverage set forth in Exhibit "A" to this Agreement.
3. **AMENDMENT/INTERPRETATION OF THIS AGREEMENT.** This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.
4. **SECTION HEADINGS.** Section headings in this Agreement are included for convenience

of reference only and shall not constitute a part of this Agreement for any other purpose.

- 5. **WAIVER.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.
- 6. **SEVERABILITY AND GOVERNING LAW.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.
- 7. **NOTICES.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to Operator:

If to City:

City of West Hollywood, Parking Services Division
8300 Santa Monica Blvd.
West Hollywood, CA 90069

With a copy to:

City of West Hollywood, City Attorney's Office
8300 Santa Monica Blvd.
West Hollywood, CA 90069

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

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

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

CITY OF WEST HOLLYWOOD

ATTEST:

By:

YVONNE QUARKER, City Clerk

PAUL AREVALO, City Manager

APPROVED AS TO FORM:

OPERATOR

By:

MICHAEL JENKINS, City Attorney

NAME, Title

Exhibit A

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

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$5,000,000 per occurrence and no annual aggregate.
2. **Workers’ Compensation:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

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

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 West Hollywood, 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 West Hollywood, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City of West Hollywood, 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 West Hollywood.
- d. Waiver of Subrogation:** Operator hereby grants to the City of West Hollywood a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of West Hollywood 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 West Hollywood 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 West Hollywood 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 West Hollywood. The City of West Hollywood 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 West Hollywood.

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 West Hollywood.

Verification of Coverage

Operator shall furnish the City of West Hollywood 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 West Hollywood 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 West Hollywood 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 and a violation of the permit conditions. The City of West Hollywood, at its sole option, may terminate this Agreement and obtain damages from the Operator resulting from said breach and any other remedy available by law, and will result in automatic voidance of the permit.

SAMPLE

