



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

H-3

333 WEST OCEAN BOULEVARD • LONG BEACH, CA 90802 • (562) 570-6383 • FAX (562) 570-6012

February 19, 2019

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Receive the supporting documentation into the record, conclude the public hearing, and adopt a Resolution amending the Master Fee and Charges Schedule by adopting new fees relating to the micro-mobility program;

Request the City Attorney to prepare an Ordinance amending the Long Beach Municipal Code governing the use of shared micro-mobility, in accordance with existing state and federal laws, and staff recommendations detailed in this report; and,

Extend the current Electric Scooter Pilot Program until the new Ordinance is adopted.
(Citywide)

DISCUSSION

In July 2018, staff initiated a short-term electric scooter (e-scooter) pilot program to provide additional mobility options for people living and working in Long Beach. This effort included the development of an e-scooter program guidebook (Attachment A), which outlines requirements for vendors seeking to operate in the City. Six vendors (Bird, Lime, Razor, Skip, Spin, and Uscooter) were approved for the pilot, limiting each to no more than 300 e-scooters, for a total limit of 1,800 e-scooters citywide. Deployment started in early August. Additionally, staff initiated a Customer Service Center, where residents could seek information, or express concerns about e-scooters in Long Beach.

Several key requirements were included in the pilot program to address safety and accessibility within the public right-of-way (ROW). Vendors were responsible for ensuring their users agreed to the following terms and conditions:

- Must be at least 18 years of age;
- Must possess a valid driver license;
- Must agree to the liability waiver;
- Must agree to comply with California Vehicle Code (CVC): No riding on sidewalks; Must wear a helmet; and,
- Must only park scooters outside of the sidewalk path of travel allowing a minimum clearance of four feet, in compliance with the American's with Disabilities Act (ADA).

Additionally, vendors were required to:

- Limit the speed of scooters to 15 mph;
- Provide riders with free helmets, upon request;
- Rebalance fleet nightly to prevent oversaturation in one area;
- Provide customer service support via email and phone;
- Identify and install drop zones (staff reviewed and approved 230); and,
- Provide City staff with a monthly operations report.

While all the vendors agreed to the above pilot program guidelines during the permitting process, there was only partial compliance. This resulted in several community complaints and created significant impacts to staff who spent hours addressing issues and monitoring vendor operations. The Call Center received 850 calls related to the e-scooter pilot program. The three top concerns were riding without a helmet, riding on the sidewalk, and abandoned e-scooters.

Though riding without helmets was identified as a community concern, the State passed a new law effective January 1, 2019 that limits the speed of e-scooters to 15 mph and allows users 18 years and older to ride without a helmet.

From reports provided by the e-scooter companies, the following table shows there is a significant interest in e-scooters as a micro-mobility option:

Vendor	Avg Rides per E-Scooter per day	Total Rides Aug-Dec	Total Miles Traveled Aug-Dec
Bird	3.134	90,723	155,862
Lime	3.176	107,576	184,816
Razor	2.6	42,369	72,790
Skip	2.2	347	596
Spin	2.3	5,034	8,648
Uscooter	1	8,891	15,275
	Total	254,940	437,987
	Monthly Avg	42,490	72,998

The data shows a monthly average of over 42,000 rides traveling almost 73,000 miles. To better understand the type of e-scooter usage, staff conducted an online public opinion survey. Our survey received 1,965 responses showing 44 percent had ridden an e-scooter in the City, while 56 percent had not. Common themes from the survey included:

- E-scooters are parked responsibly = 36 percent agreed; 46 percent sometimes; 18 percent never;
- How many people rode an e-scooter instead of driving = 65 percent;

- How many people used e-scooter for commuting and transit connection = 37 percent;
- When the NO respondents were asked if they would consider riding e-scooters, the majority (56 percent) said yes, if there was better infrastructure; and,
- When the YES respondents were asked what would encourage more usage, the majority responded with better infrastructure and greater availability of e-scooters and drop zone locations.

More detailed information on the survey results can be found in the attached e-scooter report (Attachment B).

Proposed Program Guidelines

In consideration of all the information collected during the e-scooter pilot program, Customer Service Center complaints, online survey, operation data, staff field testing, and discussions with other jurisdictions, staff is recommending that the City Council adopt a new ordinance to manage the operation of shared micro-mobility programs in the public ROW. Staff further recommends the new ordinance include the following requirements to ensure these programs adequately address safety and accessibility:

- All Vendors must obtain a City permit, maintain an active business license, and appropriate insurance;
- Compliance with all Federal, State and Local laws;
- Permanent individual electronic identifiers for all units and continuous Global Position System (GPS) tracking;
- The ability to establish geo-fencing to prevent units from entering certain established areas as identified by City staff (e.g., schools, parks, pier);
- Provision of real-time Mobility Data Specification (MDS) to the City's identified third party data platform;
- Limit the total number of vendors citywide (staff recommends a maximum of four e-scooter companies to be reevaluated at the end of the first year);
- Limit the maximum number of units (staff recommends 6,000 e-scooters);
- Provide the Director of Public Works with the authority to issue shared micro-mobility operation permits, and provide the ability to limit total unit deployment by vendor to ensure compliance;
- Require all riders to sign liability/indemnification waivers;
- Require vendors to work with the City to develop safety informational videos and require users to view them (link to City website from vendor portal);
- Require vendors to establish a reduced rate structure for low-income users (subject to City approval);
- Require vendors to establish a rate/penalty structure to incentivize use of pre-designated drop zones;

- Provide quarterly maintenance reports;
- Implement a fee structure consistent with Attachment C; and,
- Citywide deployment of e-scooters to meet the needs of all neighborhoods seeking access to shared micro-mobility.

Staff further recommends the City Council review this program one year after adoption to ensure it meets the intended needs for safe access to shared micro-mobility. This program will also require dedicated staffing to manage the citywide program. Micro-mobility program revenue will be used to offset the costs of improved infrastructure, mobility programs, and new staff necessary to provide program enforcement, education, and operation.

This matter was reviewed by Deputy City Attorney Amy R. Webber and by Budget Analysis Officer Julissa José-Murray on February 5, 2019.

TIMING CONSIDERATIONS

City Council action is requested on February 19, 2019, to implement a permanent micro-mobility program, ensuring a safer, more accessible implementation.

FISCAL IMPACT

The suggested recommendation would prepare an ordinance amending Chapter 10.51 of the Long Beach Municipal Code governing the use of shared micro-mobility in Long Beach, in accordance with existing state and federal laws; and amend the Master Fee and Charges Schedule by adopting the fees for the micro-mobility program. Estimated revenues are expected to range from \$100,000 to over \$750,000 annually, and will be deposited in the General Fund (GF) in the Public Works Department (PW). Estimated revenues are dependent on the number of operators and active units within the City. Total operational costs of the micro-mobility program are currently under review. The Department of Public Works will be asking for additional staff to adequately oversee this program.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



CRAIG A. BECK
DIRECTOR OF PUBLIC WORKS

APPROVED:



PATRICK H. WEST
CITY MANAGER

CB:MM:JC

ATTACHMENTS: RESOLUTION
A – E-SCOOTER PROGRAM GUIDEBOOK
B – E-SCOOTER SURVEY SUMMARY
C – E-SCOOTER COMPARABLE FARE STRUCTURE

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH AMENDING THE MASTER FEE
AND CHARGES SCHEDULE BY ADOPTING MICRO-
MOBILITY FEES

WHEREAS, in June 2018, a short-term electric scooter pilot program (the
“Program”) was initiated to provide additional mobility options for people living and
working in the City of Long Beach; and

WHEREAS, the department of Public Works is recommending that the City
Council adopt a new ordinance to manage the operation of a shared mobility program in
the public right-of-way that would include e-scooters; and

WHEREAS, dedicated staffing is required to provide services and manage
the Program; and

WHEREAS, the City has conducted an extensive analysis of this matter, its
services, the costs reasonably borne by the City in providing those services, the
beneficiaries of those services, and the revenues produced by those paying fees and
charges for said services; and

WHEREAS, the City Council has considered all documents and comments
in the record in connection with this Resolution; and

WHEREAS, the City Council, at a duly noticed public hearing, took public
testimony and input regarding certain proposed new or increased fees and charges; and

WHEREAS, in accordance with the provisions of Government Code Section
66016, at least fourteen (14) days prior to the public hearing at which this Resolution is
adopted, notice of the time and place of the hearing was mailed to eligible interested
parties who filed written requests with the City for mailed notice of meeting regarding new
or increased fees or charges; and

1 WHEREAS, in accordance with the provisions of the Government Code
2 66016, data regarding the estimated cost of the services and the revenue sources
3 anticipated to provide the services was available for public review and comment for ten
4 (10) days prior to the public hearing at which this Resolution was adopted; and

5 WHEREAS, publication of the notice of public hearing was given in
6 accordance with the provisions of Government Code Section 6062a, ten (10) days in
7 advance of the public hearing at which the adoption of this Resolution was considered;

8 NOW, THEREFORE, the City Council of the City of Long Beach hereby
9 resolves as follows:

10 Section 1. The facts set forth in the Recitals of this Resolution are true
11 and correct and are hereby incorporated by reference herein as though set forth in full.

12 Section 2. The City Council finds that the fee provisions contained in
13 Exhibit "A" attached hereto and incorporated by reference, provide for the services and
14 maintenance relating to the Electric Scooter Program.

15 Section 3. The City Council hereby adopts and approves the new,
16 increased, or adjusted fees and charges as set forth and described in Exhibit "A",
17 attached hereto and incorporated herein by this reference, as though set forth in full,
18 word for word. The fees and charges set forth in said Exhibit "A" shall thereafter be
19 incorporated into those fees and charges previously adopted and approved by the City
20 Council by Resolution and shall collectively be known as the Master Fee and Charges
21 Schedule of the City of Long Beach and may be made available to the public for its
22 information and review.

23 Section 4. Adoption of the new or increased fees and charges set forth
24 and described in this Resolution for the specified City services, as shown in Exhibit "A"
25 attached hereto and incorporated herein by this reference, are intended to recover costs
26 necessary to provide the services within the City for which the fees are charged. In
27 adopting the new or increased fees and charges set forth in this Resolution, the City
28 Council of the City of Long Beach is exercising its powers under Article XI, Section 7 of

1 the California Constitution.

2 Section 5. All requirements of California Government Code Sections
3 66000, et seq., are hereby found to have been satisfied.

4 Section 6. The fees and charges set forth in Exhibit "A" are reasonable
5 estimates of the costs incurred by the City in providing the services to those who request
6 them. The fees and charges for such services are necessary to recover the reasonable,
7 estimated cost of providing such services, including but not limited to being used to meet
8 operating expenses.

9 Section 7. All provisions of prior City Council ordinances and resolutions
10 establishing fees are hereby rescinded and repealed in part or in whole to the extent of
11 any conflict between said ordinances and resolutions and the provisions established by
12 this Resolution.

13 Section 8. The establishment of fees and charges herein is exempt from
14 the requirements of the California Environmental Quality Act (CEQA) pursuant to Public
15 Resources Code Section 21080(b)(8) and the adoption of this Resolution is for the
16 purposes of inter alia: (1) meeting operating expenses; (2) purchasing or leasing
17 supplies, equipment or materials; (3) meeting financial reserve needs and requirements;
18 or (4) obtaining funds for capital projects, necessary to maintain service within the various
19 areas of the City.

20 Section 9. This resolution shall take effect immediately upon its adoption
21 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

Exhibit A
List of Proposed Fee Adjustments for Fiscal Year 2019 (FY 19)

	Fee Description	Current Fee	Requested Fee	Per	Annual Revenue Change	Fund
Department: Public Works						
Permit Fee Schedule						
Micro-Mobility Permit Fee	Fee charged for micro-Mobility vendors to operate in Long Beach	NEW	\$25,000	Annually	\$25,000	General Fund
Micro-Mobility Vehicle Fee	Fee charged to micro-Mobility vendors for each vehicle operating in Long Beach	NEW	\$120	Unit	\$100,000	General Fund
Micro-Mobility Vehicle Fee – Low Income	Fee charged to micro-Mobility vendors for each vehicle operating in low income census tracts of Long Beach	NEW	\$40	Unit	Unknown	General Fund
Traffic Operations						
Micro-Mobility Impound Fee - Unit	Fee charged to micro-Mobility vendors to cover expenses related to removal of illegally placed micro-Mobility vehicles	NEW	\$100	Unit	Unknown	General Fund
Micro-Mobility Impound Fee - Day	Fee charged to micro-Mobility vendors to cover expenses related to removal of illegally placed micro-Mobility vehicles	NEW	\$25	Day	Unknown	General Fund
TOTAL					\$125,000	

Shared eScooter Pilot Program

July 2018

City of Long Beach



CITY OF
LONG BEACH

Table of Contents

Program Overview	3
Vendor Requirements	5
Indemnification and Insurance	6
Program Requirements	8
Operating Areas	10
Users	11
Further Information	12
Attachment 1	13
Attachment 2	15
Attachment 3	19
Attachment 4	22
Attachment 5	24
Attachment 6	25



Photo: Dan Tiff

Program Overview

The City is seeking vendors to participate in a 120-day pilot program to evaluate the use of shared electric scooters in the public right-of-way in Long Beach. The program will allow multiple vendors to operate shared electric scooters for use by the public via mobile app in the City of Long Beach.

The pilot program will kick off with a mandatory meeting on July 2nd, 2018 at Long Beach City Hall at 333 W. Ocean Blvd, 10th floor. Vendors will be invited to participate in the pilot program, which will operate through October 30th, 2018. The program will be open to the first 6 (six) applicants to submit a completed permit application compliant with the requirements listed in this document by July 20th, 2018.

Each vendor will be allowed to deploy an initial 150 scooters during the pilot program and will be required to identify, geo-fence, and physically mark locations for placement of the scooter fleet during initial deployment and daily rebalancing. Vendors will be required to devise an incentive that encourages users to return scooters to these identified locations and discourages abuse of the public right-of-way.

A vendor may request, in writing, a second deployment of an additional 150 scooters after the first 30 days of the initial deployment of scooters subject to the City's review of vendor compliance and the utilization of their fleet. To expand their fleet, a vendor will need to demonstrate compliance with City requirements and provide data demonstrating demand for additional scooters with a heat map of all trips taken using their program. The City has full discretion to limit the number of drop zones in any given area of the City.

Once the 120-day pilot program is complete on October 30th, all vendors will be required to remove all equipment utilized in the program no later than 12 PM on October 31st, 2018 and submit a final report to the City no later than November 16th. The City has the authority to remove any scooters left in the public right-of-way that do not comply with the guidelines of this program. The City will impound any equipment left in the public right-of way beyond 12 PM on October 31st. The final report shall include a summary of the vendor's overall operation to assist the City in evaluating any potential future operation of e-scooter share in Long Beach. The final report shall include data to assist the City in evaluating the safety and effectiveness of the program including the following:

1. Number of trips per day per scooter;
2. Number of users enrolled in the program;
3. Percentage of scooters placed in drop zones at the end of use;
4. A breakdown of user demographics including, but not limited to, age, gender, zip code;
5. Number of scooters serviced;
6. Number of scooters lost, stolen, replaced or impounded;
7. Verification of California Driver's License by users;
8. All trip data including origins and destinations;
9. Total amount of revenue collected per month including, but not limited to, any rental fees, membership fees, out of area fees, charges per minute, charges per ride, and drop zone incentives provided;
10. Report and describe methodologies for the rebalancing, recharging, and maintenance;
11. Report and describe the severity of any injuries to participants;
12. A heat map of all rides for the month;
13. Most popular drop zones based on trips;
14. A heat map of all trips showing all trips broken down by month during the pilot program;
15. Evidence of the vendor's compliance with the City's requirements;
16. Number of user/vendor contacts with the Long Beach Police Department and any citations issued; and
17. Evidence of users' compliance with State of California and City laws regulating e-scooter riding and parking on the public right-of-way.

Compliance with program guidelines and regulations by vendors will be considered in determination of the future of an ongoing e-scooter program in Long Beach.

Vendor Requirements

Vendor must provide proof of the following prior to participation in the program:

1. A permit to operate in the Long Beach Public Right-of-Way (fees are approximately \$2336 per package) including the following (Attachment 1):
 - a. Completed Public Works Application and Installation and Maintenance Agreement and all required documents and support materials listed therein including:
 - Site plan drawings of drop zones (vendor is required to provide and install floor graphics that are easily removed at the end of the 120 day pilot to delineate the drop zone);
 - Photos of existing conditions of the drop zone areas;
 - Renderings (a cut sheet of the scooter);
 - Letter of approval from property owner, homeowner's association (HOA), or community association (If there is no applicable HOA) for each proposed drop zone;
 - Completed Installation and Maintenance Agreement (IMA) (Attachment 2);
 - Articles of incorporation or other means to verify authority to sign IMA.
NOTE: This must match with the information filed with the Secretary of State.
2. A City of Long Beach Business License. Fees are approximately \$177.62 plus a \$9.21 per employee fee and an additional fee for a six month license if offices are to be located within a Business Improvement District;
3. Agree to indemnify, defend and hold harmless the City for all aspects of the program related to the vendor's operation;
4. Include a waiver of liability naming the City of Long Beach in all terms of the end-user agreement (Attachment 3); and
5. Must be in compliance with all requirements per the California Vehicle Code (CVC) (Attachment 4).

Indemnification and Insurance

INDEMNIFICATION: Permittee shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Permittee's work, operations, or activities, or the work, operations, or activities of its employees, agents, customers, invitees, or contractors as authorized under this Permit and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Permittee, its employees, agents, customers, invitees, or contractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Permittee). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

INSURANCE. As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain at Permittee's expense for the duration of this Permit from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in scope to ISO form CG 00 01 11 85 or broader and that does not exclude coverage for liability resulting from the use or operation by Permittee or its customers, employees, or invitees of motorized scooters as defined by the California Vehicle Code, for liability resulting from XCU (explosion, underground, and collapse) perils, cross liability protection, mobile equipment, and products and completed operations liability naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Permittee in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Umbrella liability insurance on a following form basis insurance, including, but not limited to, additional insured coverage, in an amount not less than Two Million Dollars (\$2,000,000) per claim and in aggregate covering the indemnification provided pursuant to this Permit.

(c) Special perils personal property insurance covering all of the e-scooters and other equipment belonging to, leased by, or under the care, custody, or control of Permittee at full replacement value new. Permittee and Permittee's insurer shall waive rights to sue City for any property damage or loss covered by property insurance.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City. Any contractors or others which Permittee may use as part of this Permit shall be required to maintain insurance in compliance with the provisions of this section and to indemnify the City to the same extent as Permittee.

Permittee shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Permit.

Program Requirements

The vendor(s) will be required to adhere to all State of California and City of Long Beach laws and ordinances. The following will be required of each vendor who applies to and operates e-scooter share in the City of Long Beach:

1. E-scooters must have a maximum speed of 15 MPH;
2. Vendor must verify and keep a record of users' age and possession of driver license per the CVC;
3. Vendor must require users to sign a waiver to use the scooters. Waiver must include required sections from the City of Long Beach (Attachment 3);
4. Must provide users a free helmet upon request within 24 hours of request;
5. Must actively monitor fleet and rebalance entire fleet nightly and re-deploy to approved drop zones to avoid oversaturation in one area of the City;
6. Maintain a fleet of no more or less than 150 scooters per operator during the pilot period of 120 days unless the City provides the vendor with written approval of expansion of the vendor's fleet to a maximum of 300. The total number of scooters per vendor (operational, non-operational, or impounded) is not to exceed the maximum approved quantity of 150 (or 300 with expansion) for the duration of the 120-day pilot program;
7. All scooters must have a publicly visible identification number for the numbers 1 – 150, and with program expansion, 151 - 300;
8. Any scooter impounded by the City must be disabled by the operator within the platform and not re-enabled until inspected for operability and approved by the City;
9. All scooters deployed via the pilot program must comply with State of California requirements per the California Vehicle Code;
10. Alert the public (users and citizens) of City's telephone number to report non-compliant scooters;
11. Provide contact information for the operations manager or individual

responsible for the program and a call in number accessible 24/7 to the City;

12. Provide customer service support to the public via phone, website, or mobile app that is operated between the hours of 7 AM and 9 PM PDT;
13. Must respond to complaints of scooters blocking the public right-of-way by relocating the scooter to any approved drop zone within two hours of receiving the complaint;
14. Must identify and physically designate City of Long Beach approved drop zones for deployment of and rebalancing of the e-scooter fleet. The City will require an approved floor graphic (Attachment 6) design for drop zones to be produced and installed by the vendor upon approval by the City. An electronic file will be made available to approved operators. The City will approve no vehicle parking removal for the installation of drop zones. Vendors are encouraged to work with private property owners to identify and designate locations for scooter deployment out of the public right-of-way. Marking materials, for use in the public right-of-way, must be approved by the City in advance of installation of parking area markings by vendor.
15. Provide a monthly operator's report to the City on the 10th of each month of the pilot program to include the following:
 - Number of users enrolled in the program;
 - Number of trips per scooter per day;
 - The most popular drop zones per month based on trips;
 - Percentage of scooters placed in drop zones at the end of use;
 - A breakdown of user demographics including, but not limited to, age, gender, zip code;
 - Number of scooters serviced;
 - Number of scooters lost, stolen, replaced or impounded;
 - Verification of California Driver's License by users;
 - All trip data including origins and destinations;
 - Total amount of revenue collected per month including, but not limited to, any rental fees, membership fees, out of area fees, charges per minute, charges per ride, and drop zone incentives provided;
 - Report and describe methodologies for the rebalancing, recharging, and maintenance;
 - Report and describe the disposition of any injuries to participants;
 - Number of reported contacts with LBPD; and
 - A heat map of all rides for the month.

Operating Areas

In order to provide all operators with the opportunity to deploy equipment in differing areas of the City and to provide the City with information about the operators' ability to serve the needs of all users in Long Beach, the City will divide the total service area into thirds or quadrants to allow for 1 – 2 operators to operate in a given area of the City (Attachment 4). Each operator will be required to geo-fence their designated operating area for the purpose of nightly charging and re-deployment.

Operators committed to participating in the pilot program, who have attended the mandatory vendor meeting, must contact the City by email no later than 12 noon, July 3rd to commit an intent to participate in the pilot program. An initial operating area will then be assigned no later than 5 PM on July 3rd to all vendors who have committed to participate.

Vendors will rotate operating areas each month on the same day to give all operators the opportunity to test their equipment in differing areas of the City. The City will determine which operators meet all of the City's requirements to comply with the pilot program and will determine the initial assignment of operating area to each participating vendor. Please see Attachment 5 for maps of proposed operating areas. The City reserves the right to change the geographic boundaries of the operating areas at any time during the pilot program.

In addition, operators will be required to use City approved floor graphic decals to mark drop zones for scooters located in the public right-of-way that also must be geo-fenced on the vendors' app. These areas are to be proposed by the operator and must be pre-approved by the City via the site plans included with the Public Works permit. Vendors are also required to create an incentive program to encourage users to place e-scooters at drop zones at the end of their ride.



Users

All users of the program must be notified of and required to comply with the following and must be required to sign a City of Long Beach approved liability waiver agreeing to the following terms and conditions of use:

1. Must be at least 18 years of age;
2. Must be in possession of a valid driver license;
3. Must agree to the liability waiver covering the City of Long Beach contained in the vendor's end-user agreement;
4. Must agree to comply with the California Vehicle Code and Long Beach Municipal Code (Attachment 4), which shall be provided by vendor to all users, prior to use of scooters. Notification of laws should emphasize the following: no riding on sidewalks, no riding on the Beach Bike Path, and use of a helmet at all times; and
5. May only park scooters outside of the sidewalk path-of-travel allowing a minimum of four feet of clearance in compliance with the American's with Disabilities Act.



Further Information

The City reserves the right to revoke a vendor's participation in the pilot program at any time for lack of compliance with requirements of the program. The City also reserves the right to discontinue the program at any time within the 120-day pilot program.

In the event that participation is revoked or the program is discontinued, the City will notify vendors within 24 hours in writing and require vendors to pick up all equipment within 24 hours of notification. If equipment is not removed within 24 hours of notification, the City reserves the right to impound all equipment left in the public right-of-way.

For further information, please direct questions or concerns via email to:

Tony Cruz, *Community Programs Specialist*

tony.cruz@longbeach.gov



Attachment 1

City of Long Beach Department of Public Works

 <p>City of Long Beach 333 West Ocean Blvd., 10th Floor, Long Beach, CA 90802 Phone: (562) 570-6383 Public Works Application</p>			
General Information		PERMIT NUMBER:	DATE:
PROJECT ADDRESS (state multiple if applying for >1 but <10 installation)	CITY	STATE	ZIP CODE
PROJECT NAME (IF ANY)			
APPLICANT		EMAIL ADDRESS	
(Must Check One) <input type="checkbox"/> OWNER <input type="checkbox"/> DESIGNER <input type="checkbox"/> AGENT FOR <input type="checkbox"/> LESSEE/TENANT <input type="checkbox"/> CONTRACTOR			
FIRM NAME/DBA		FIRM PHONE NUMBER	
ADDRESS	CITY	STATE	ZIP CODE
STATE LICENSE NUMBER		CLASS	EXPIRATION DATE
CITY LICENSE NUMBER		EXPIRATION DATE	
LIABILITY INSURANCE CARRIER	POLICY NUMBER	EXPIRATION DATE	
OWNER NAME	PHONE NUMBER	EMAIL ADDRESS	
ADDRESS	CITY	STATE	ZIP CODE
ADDITIONAL CONTACT/SITE CONTACT NAME		PHONE NUMBER	
DESCRIPTION:			
<input type="checkbox"/> ★ NOTE: The names listed on the STATE LICENSE, CITY LICENSE and INSURANCE POLICY must be identical. If they are not, they must be corrected before a permit may be issued.			

(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.

SIGNATURE

DATE

Send the complete application via e-mail to Dyanne.Valdez@psomas.com to verify the fees required. Once the fees are provided, make the check payable to the City of Long Beach. Pay the fee at the public counter and provide a copy of this application and the receipt of payment to Dyanne Valdez on the 10th floor of City Hall.

Please enter all the following **REQUIRED** information for all contractors who will be working in the City's public right of way. If the applicant is using more than one contractor for multiple installations, please provide accurate information for all contractors. At this time, the City will only allow contractor with a valid "A" Contractor License to perform work in the public right of way.

Attach additional sheets if necessary.

General Contractor Name		Date	
Main Contact First and Last Name		Alternate Contact First and Last Name	
Address	City	State	Zip
Main Contact Cell Phone		Alternate Contact Cell Phone	
Email Address		Alt. Email Address	
State License #	Class #	Expiration Date	
City Business License #	Expiration Date		
Liability Insurance Carrier	Policy #	Expiration Date	

Subcontractor #1 Name		Date	
Main Contact First and Last Name		Alternate Contact First and Last Name	
Address	City	State	Zip
Main Contact Cell Phone		Alternate Contact Cell Phone	
Email Address		Alt. Email Address	
State License #	Class #	Expiration Date	
City Business License #	Expiration Date		
Liability Insurance Carrier	Policy #	Expiration Date	

Attachment 2

IMA# _____

INSTALLATION AND MAINTENANCE AGREEMENT

FOR _____ (proposed improvements) _____

AT _____ (location) _____, LONG BEACH, CA

The CITY OF LONG BEACH ("City"), acting through the Department of Public Works, grants permission to:

_____ ("Permittee")
to install and maintain:

_____ ("the permitted installation") within public right-of-way property as shown on the attached Exhibit A, incorporated herein by this reference.

1. Neither Permittee nor the permitted installation shall hinder, impede, or deter public use of the public right of way. Permittee will, on City's written request, promptly remove or modify any improvements which interfere with the use of the public right of way.
2. This Agreement shall commence on _____, and shall continue month to month until terminated by either party giving written notice to the other party thirty (30) days' prior to such termination.
3. Permittee shall apply for and obtain any and all required permits and entitlements, including a Public Works street improvement permit, and any other required permits and/or environmental approvals, prior to the effectiveness of this permit.
4. Permittee shall, and its sole cost and expense, maintain the permitted installation in good condition to the satisfaction of the City Engineer. The City makes no warranties or representations of any kind regarding the suitability of this public right-of-way location for the proposed installation.
5. Should the City Engineer determine, in his/her exclusive and unfettered discretion, that Permittee is not maintaining the permitted installation in good condition as set forth in Paragraph 4 of this Agreement, or that some part of the permitted installation hinders, impedes, or otherwise deters free movement in the public right-of-way, City may conduct any required maintenance or repair as

necessary to bring the area back into satisfactory condition and/or may remove any such impediment and charge any expense incurred, including labor and material, to the Permittee, provided that the City gives Permittee notice of the condition and a reasonable opportunity to cure.

6. Permittee may, only with the prior written approval of the Director of the Department of Public Works, or his designee, and at Permittee's sole cost and expense, modify or make further improvements to the permitted installation shown in Exhibit A. Permittee will be responsible for obtaining any and all other necessary permits or entitlements. When this Agreement terminates, the City may require Permittee to remove the permitted installation and restore the public right of way to its previous condition in good repair.
7. Permittee shall, with respect to the permission granted in connection with the permitted installation, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Permittee, its officers, employees, agents, sub-consultants, or anyone under Permittee's control (collectively "Indemnitor"). Independent of the duty to indemnify and as a freestanding duty on the part of Permittee, Permittee shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Permittee shall notify the City of any Claim within ten (10) days. Likewise, City shall notify Permittee of any claim, shall tender the defense of such Claim to Permittee, and shall assist Permittee as may be reasonably requested, in such defense.
8. City shall not be responsible or liable in any way for Permittee's permitted installation or for Permittee's loss by theft, fire, flood, burglary, vandalism, or any other cause whatsoever.
9. No hazardous or toxic material will be brought into the public right-of-way in association with the installation of the permitted installation.
10. Should City revoke or terminate this Agreement as a result of future development or roadway improvements by the City, or for any other reason whatsoever, Permittee shall not be entitled to any relocation benefits or other compensation from the City due to such revocation or termination.
11. Permittee acknowledges that, by this Agreement, they do not acquire any right, title or interest of any kind in the property on which the permitted installation is installed. This Agreement is personal to Permittee and they shall not assign this

Agreement without the express written consent of the Director, which shall not be unreasonably withheld or delayed.

12. City may revoke this Agreement for any reason by giving thirty (30) days' notice to Permittee. Upon revocation, Permittee shall remove all permitted installations constructed or placed by Permittee or any previous party to this Agreement at no cost to City and in accordance with all applicable laws.
13. Permittee, during the term of this Agreement, shall comply with all applicable laws, ordinances, rules and regulations of and obtain permits from all federal, state and local governmental authorities having jurisdiction over the permit area and Permittee's use thereof.
14. Any notice under this permit shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Permittee at 269 Argonne Avenue, Long Beach, CA 90803, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: Director of Public Works. Notice shall be deemed given on the date of personal delivery or on the date of deposit in the mail, whichever first occurs.
15. This Agreement shall never be construed as a grant by the City of any right to permanently use or occupy all or any portion of the public right-of-way nor shall it ever be construed as a waiver on the part of the City, or as an estoppel against it, which would in any manner whatsoever bar or limit, or otherwise prejudice, City's right to at any time whatsoever require a discontinuance of the use or occupancy of all or any part of the public right-of-way, the removal therefrom of all or any obstructions erected or maintained under this Agreement and as the restoration of such public right-of-way to a clean condition, all at the sole cost and expense of the Permittee.
16. In case suit shall be brought for the recovery of possession of all or any portion of the public right-of-way, the removal of any permitted installations or any impediments to the public right-of-way, or the breach of any covenant, promise, or agreement made by Permittee pursuant to the Agreement, Permittee shall pay to the City reasonable costs including attorney's fees which shall be fixed by the court.
17. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

PERMITTEE and CITY have executed this Agreement as of the dates shown below.

DATE: _____

BY: _____

Signed: _____

Signed: _____

CITY OF LONG BEACH, a municipal corporation

DATE: _____

By: _____
Director of Public Works

Attachment 3

Long Beach CA E-Scooter Release and Waiver of Liability

Long Beach E-Scooter Release and Waiver of Liability

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING AN E-SCOOTER IN THE CITY OF LONG BEACH ("CITY"). BY USING AN E-SCOOTER, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING, BUT NOT LIMITED TO, THE WAIVERS, RELEASES AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF USE, YOU ARE NOT PERMITTED TO RENT OR USE AN E-SCOOTER FROM ANY E-SCOOTER OPERATOR OR ITS AFFILIATES.

1. RESTRICTIONS AND OTHER TERMS AND CONDITIONS OF E-SCOOTER USE

1.1. REPRESENTATIONS AND WARRANTIES. Rider represents and warrants to Operator and City that:

- Rider meets the minimum age requirements: (1) is 18 years of age or older to check out an e-scooter with a credit card and ride.
- Rider is experienced and familiar with the safe and competent operation of an e-scooter, and that he/she is physically and mentally fit to ride the e-scooter.
- Rider is familiar with all applicable local, state, and county rules, regulations, codes and laws that relate to the safe and legal operation of an e-scooter.

1.2. ACKNOWLEDGEMENTS AND AGREEMENTS: Rider acknowledges and agrees as follows:

- Rider is fully aware that riding an e-scooter poses a risk of accident due to motorists, pedestrians, and pavement/sidewalk conditions, and Rider must keep a proper lookout to avoid such accidents.
- Rider is fully trained and capable of operating and riding an e-scooter and is not relying on City to learn how to operate or ride an e-scooter.
- Failure to use a helmet and protective gear or to use the e-scooter in a careful and reasonably competent manner may result in bodily injury or death.
- Rider is solely responsible for obtaining and using a helmet and protective gear.

- Rider is solely responsible for operating and riding an e-scooter in a careful and reasonably competent manner.
- A helmet and protective gear, even when used, does not eliminate the risk of bodily injury in the event of an accident.
- Rider is solely responsible for any moving violations and/or fines incurred by Rider while using the e-scooter, including any fees for parking the e-scooter in prohibited locations.
- If Rider causes damage to property or injury to another party while operating or in possession of the e-scooter, Rider is solely liable for such damage or injury. Rider agrees to defend and hold harmless City from any and all losses, liabilities, claims, causes of action, costs, fees, penalties or the like arising from Rider's use of the e-scooter.

1.3. RESTRICTED USES. Rider shall not do any of the following acts ("Restricted Uses"):

- Use any e-scooter if Rider is younger than 18 years of age.
- Use any e-scooter if Rider has any existing physical or mental condition that would prohibit Rider from safely operating the e-scooter.
- Operate an e-scooter while carrying any item that impedes Rider's ability to safely operate the e-scooter.
- Operate an e-scooter while under the influence of alcohol, drugs, or any other substance that impair Rider's ability to safely operate the e-scooter.
- Use any cell phone or mobile electronic device, including, but not limited to, for the purposes of phone calls, text messages, music or any other use that distracts Rider from the safe operation of the e-scooter.
- Allow more than one person to be carried on the e-scooter.
- Violate any applicable federal, state, or local law.
- Operate or use an e-scooter in any manner during adverse weather conditions, including but not limited to: hail, dust storms, fog, heavy rains, or lightning storms.
- Ride or operate an e-scooter that has any defect, fails to operate properly is in need of repair.
- Use the e-scooter for racing, trick riding, jumping, stunt riding and/or, off-road riding.
- Tow, pull, carry or push any person or object with an e-scooter.
- *Modify the physical state of the e-scooter
- * Alter or modify the onboard electronics of the e-scooter
- *Bypass or disable the technological operations platform of the system to make the e-scooter for personal use
- *Modify or make changes to the mechanics or electronics that govern the speed of the e-scooter

2. RELEASE AND LIMITATION OF LIABILITY

2.1. FOR AND IN CONSIDERATION OF RENTAL AND USE OF THE E-SCOOTER AND TO THE FULLEST EXTENT PERMITTED BY LAW, RIDER, FOR HIMSELF OR HERSELF AND ON BEHALF OF RIDER'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FOREVER RELEASES AND RELINQUISHES AND DISCHARGES (i) CITY AND CITY'S OFFICERS, BOARDS AND COMMISSIONS, MEMBERS, MANAGERS, EMPLOYEES, SUPPLIERS, AGENTS, REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, DISPUTES, LOSSES, LIABILITIES, DEBTS, LIENS, CHARGES, PENALTIES, PROCEEDINGS, CAUSES OF ACTION AND DAMAGES INCLUDING BUT NOT LIMITED TO, FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, AND INJURY TO RIDER OR TO THIRD PARTIES (COLLECTIVELY, "CLAIMS"), INCLUDING UNKNOWN OR UNANTICIPATED CLAIMS, WHICH ARISE FROM OR ARE RELATED DIRECTLY OR INDIRECTLY TO: (A) THE MAINTENANCE, DESIGN, USE AND/OR OPERATION OF THE E-SCOOTER; (B) ANY RISK, DANGER OR HAZARD DESCRIBED IN THIS RELEASE; (C) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE E-SCOOTER EQUIPMENT; (D) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW; (E) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER OR A THIRD PARTY; OR (F) RIDER'S FAILURE TO WEAR PROTECTIVE GEAR SUCH AS A HELMET WHILE UTILIZING THE OPERATOR EQUIPMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS RELEASE AND HOLD HARMLESS AGREEMENT INCLUDES ANY AND ALL CLAIMS RELATED TO OR ARISING FROM THE SOLE OR PARTIAL NEGLIGENCE OF CITY OR ANY OTHER PARTY. RIDER HEREBY EXPRESSLY WAIVES

ANY CLAIMS AGAINST THE CITY WHICH RIDER DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF RENTING AN E-SCOOTER, AND EXPRESSLY WAIVES RIDER'S RIGHTS UNDER ANY STATUTES THAT PURPORT TO PRESERVE RIDER'S UNKNOWN CLAIMS.

2.2. IF CITY IS DEEMED TO HAVE ANY LIABILITY ARISING OUT OF RIDER'S USE OF THE OPERATOR EQUIPMENT, INCLUDING E-SCOOTER OR THE OPERATOR WEBSITE, SUCH LIABILITY SHALL NOT EXCEED THE AMOUNT OF THE MEMBERSHIP OR RENTAL PAID TO OPERATOR BY RIDER.

2.3 ASSUMPTIONS OF RISKS; DISCLAIMER. RIDER AGREES THAT E-SCOOTERS ARE MACHINES THAT MAY MALFUNCTION, EVEN IF THE E-SCOOTER IS PROPERLY MAINTAINED, AND THAT SUCH MALFUNCTION MAY CAUSE INJURY. RIDER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT RIDER'S USE OF THE E-SCOOTER IS AT HIS/HER OWN RISK, AND THAT BY CHOOSING TO RIDE AN E-SCOOTER, RIDER ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL RELATED RISKS, DANGERS, AND HAZARDS. RIDER ACCEPTS THE E-SCOOTER FOR USE AFTER EXERCISING HIS/HER OWN FREE CHOICE TO PARTICIPATE VOLUNTARILY IN THIS ACTIVITY AND AFTER HAVING INSPECTED THE E-SCOOTER AND CERTIFYING THAT IS IN GOOD OPERATING CONDITION. RIDER UNDERSTANDS THAT USING AN E-SCOOTER MAY BE A HAZARDOUS ACTIVITY THAT INVOLVES MANY OBVIOUS AND NOT-SO-OBVIOUS RISKS, DANGERS, AND HAZARDS, WHICH MAY RESULT IN INJURY OR DEATH TO RIDER OR OTHERS, AS WELL AS DAMAGE TO PROPERTY, AND THAT SUCH RISKS, DANGERS, AND HAZARDS CANNOT ALWAYS BE PREDICTED OR AVOIDED. RIDER ACKNOWLEDGES, UNDERSTANDS AND ASSUMES ALL RISK RELATING TO THE RENTAL, MAINTENANCE, DESIGN, USE AND/OR OPERATION OF THE OPERATOR EQUIPMENT, INCLUDING THE E-SCOOTERS, AND UNDERSTANDS THAT USING AN E-SCOOTER INVOLVES RISK TO THE RIDER AND OTHERS INCLUDING DAMAGES, BODILY INJURY, PARTIAL OR TOTAL DISABILITY, PARALYSIS AND DEATH TO RIDER OR OTHERS, AND THAT RIDER HAS FULL KNOWLEDGE OF SAID RISKS AND DANGERS, INCLUDING SUCH RISKS, DAMAGES AND INJURIES THAT MAY ARISE FROM THE NEGLIGENCE OF OTHERS OR AS A RESULT OF ROADWAY CONDITIONS. CITY DOES NOT REPRESENT OR WARRANT THAT ANY OF THE E-SCOOTERS, OPERATOR EQUIPMENT OR RELATED INFORMATION WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE OPERATOR EQUIPMENT OR RELATED INFORMATION. RIDER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE E-SCOOTERS AND THE CITY IS NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING.

3. INDEMNIFICATION. Rider shall indemnify, defend and hold harmless City for, from and against any and all Claims related to or arising out of this Agreement, even where caused in whole or in part by City's negligence, and/or the negligence of others, whether presently known or unknown. At City's option, Rider will assume control of the defense and settlement of any Claim subject to indemnification by Rider (provided that, in such event, City may at any time elect to take over control of the defense and settlement of any such Claim). In no event may Rider settle any Claim without City's prior written consent.

Attachment 4

Laws Regulating E-Scooter Use in California and Long Beach

California Vehicle Code

Article 5. Operation of Motorized Scooters

CVC 21229 (a) Whenever a class II bicycle lane has been established on a roadway, any person operating a motorized scooter upon the roadway shall ride within the bicycle lane, except that the person may move out of the lane under any of the following situations:

(1) When overtaking and passing another vehicle or pedestrian within the lane or when about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(2) When preparing for a left turn, the operator shall stop and dismount as close as practicable to the right-hand curb or right edge of the roadway and complete the turn by crossing the roadway on foot, subject to the restrictions placed on pedestrians in Chapter 5 (commencing with Section 21950).

(3) When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.

(4) When approaching a place where a right turn is authorized.

(b) No person operating a motorized scooter shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal in the manner provided in Chapter 6 (commencing with Section 22100) in the event that any vehicle may be affected by the movement.

CVC 21235 The operator of a motorized scooter shall not do any of the following:

(a) Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.

(b) Operate a motorized scooter on a highway with a speed limit in excess of 25 miles per hour unless the motorized scooter is operated within a class II bicycle lane.

- (c) Operate a motorized scooter without wearing a properly fitted and fastened bicycle helmet that meets the standards described in Section 21212.
- (d) Operate a motorized scooter without a valid driver's license or instruction permit.
- (e) Operate a motorized scooter with any passengers in addition to the operator.
- (f) Operate a motorized scooter carrying any package, bundle, or article that prevents the operator from keeping at least one hand upon the handlebars.
- (g) Operate a motorized scooter upon a sidewalk, except as may be necessary to enter or leave adjacent property.
- (h) Operate a motorized scooter on the highway with the handlebars raised so that the operator must elevate his or her hands above the level of his or her shoulders in order to grasp the normal steering grip area.
- (i) Leave a motorized scooter lying on its side on any sidewalk, or park a motorized scooter on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic.
- (j) Attach the motorized scooter or himself or herself while on the roadway, by any means, to any other vehicle on the roadway.

Long Beach Municipal Code

10.38.020 Driving on sidewalks.

- A. No operator of any automobile, truck, tractor, motorcycle or power driven scooter shall drive the same within or upon any sidewalk area in the City, except at a permanent or temporary driveway.
- B. No operator of any motorized scooter shall drive the same upon any bike path on the beach or any bike path adjacent to a City marina.

9.42.100 Operating vehicles on private property prohibited.

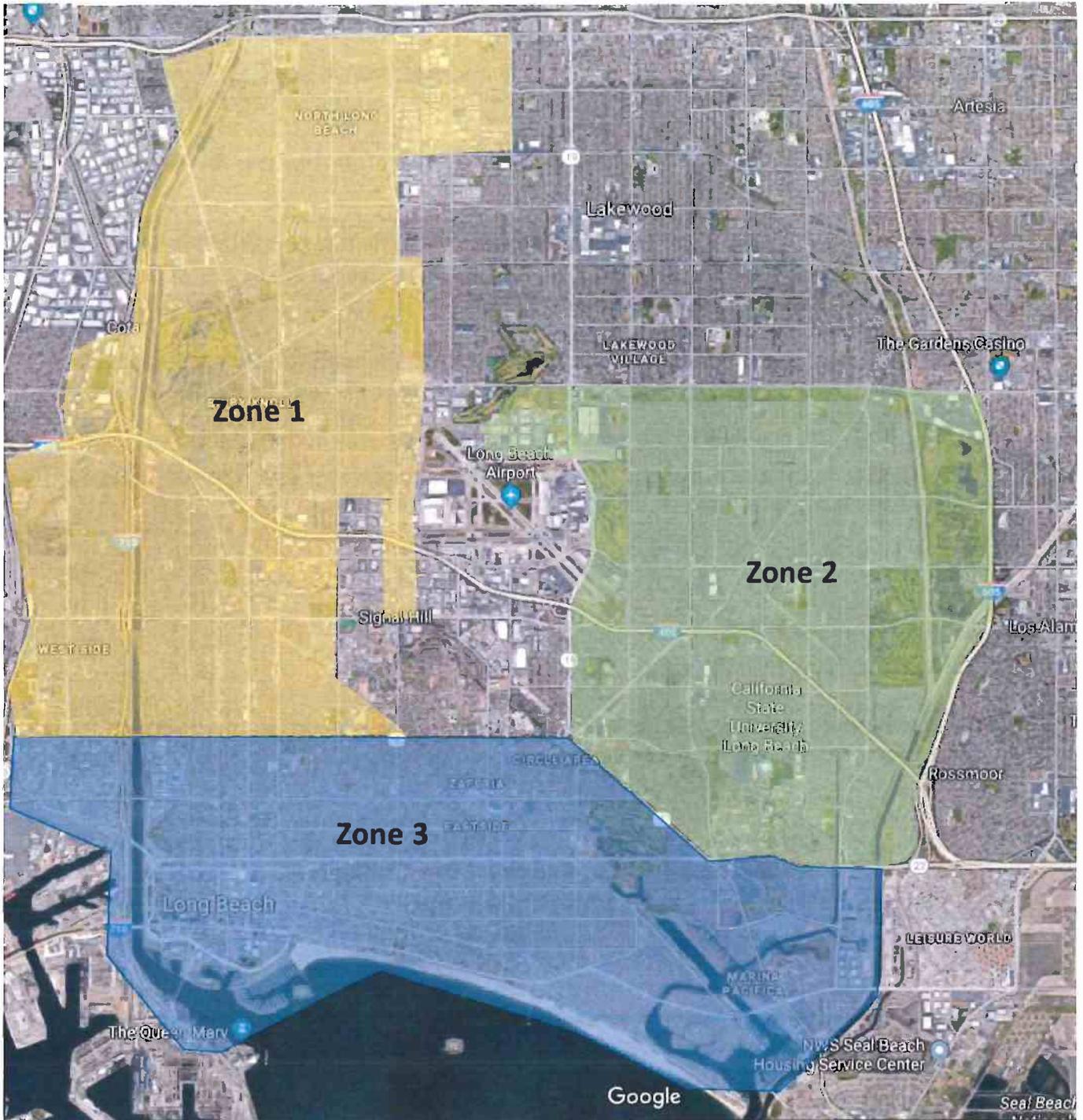
- A. No person shall operate or drive a motor vehicle, motorcycle, mini-bike, trail bike, dune buggy, motor scooter, jeep or other form or motor vehicular transportation upon the private property of another or upon any public property which is not held open to the public for any vehicular use and which is not subject to the provisions of the Vehicle Code of the State.

Attachment 5

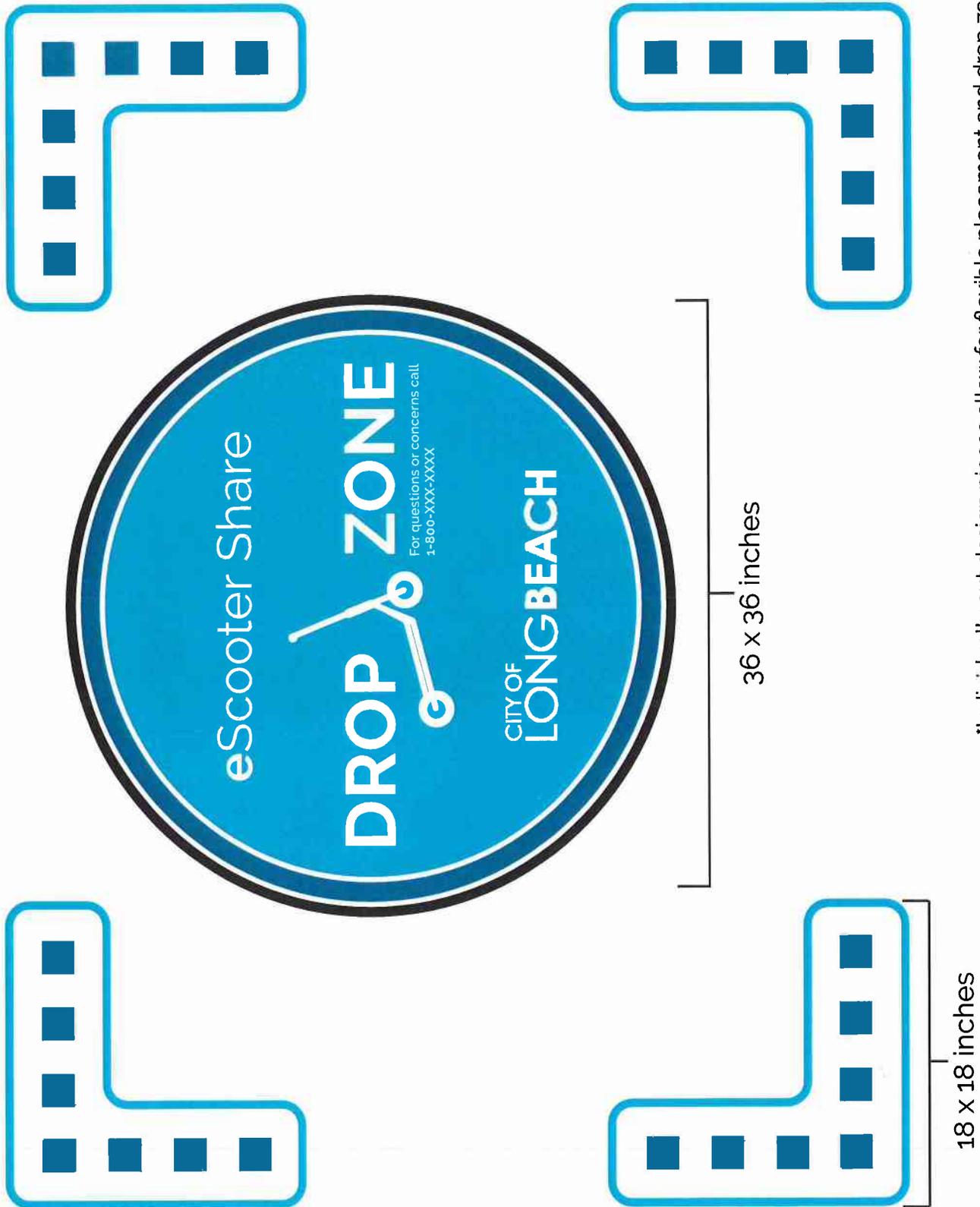
3 Operational Areas Map

1 Vendor Per Zone

30-Day Rotation Period



Attachment 6



*Individually cut design pieces allow for flexible placement and drop zone area.

Attachment 6





City of Long Beach
333 W. Ocean Blvd.

Long Beach, CA 90802

www.longbeach.gov

City of Long Beach E-Scooter Pilot Program Public Survey Summary

An online public survey was developed by staff and administered to the public from November 16, 2018 to January 1, 2019, which received a total of 1,965 responses. The survey included questions to help the City better understand how e-scooters were being utilized; how riders were being notified of regulations and best riding practices by the vendors; and whether there was public support for a continued program. To promote the online survey, staff created and distributed postcard flyers to local businesses and sidewalk decals which, were applied to existing drop zones to promote the survey.

Overall Public Opinion

Of the 1,965 survey respondents, 55 percent responded that e-scooters are important to fill a gap in the City's transportation network. When asked what might encourage greater use of the devices, the most common responses included:

- More access to dedicated micro-mobility/bicycle infrastructure
- Greater availability of e-scooters and drop zone locations
- Better maintained and/or functioning equipment
- Access to the beach path

The majority of respondents (56 percent) claim to have not ridden an e-scooter and 43 percent say nothing will change their minds to start riding. The most common reasons given for choosing not to ride were that the devices are perceived as a nuisance, a public hazard, or they are simply not interested.

Geographic Distribution of Responses

The greatest number of responses (34 percent) originated in the 90803 ZIP code (n = 669) with 454 non-rider and 215 rider responses.

The 90802 ZIP code had a combined total of 384 responses while the 90814 ZIP code had 224 responses. This shows a clear overrepresentation from the south and south-east regions of the City (Fig. 1) and is likely reflective of the overall distribution of e- scooters during the pilot program.

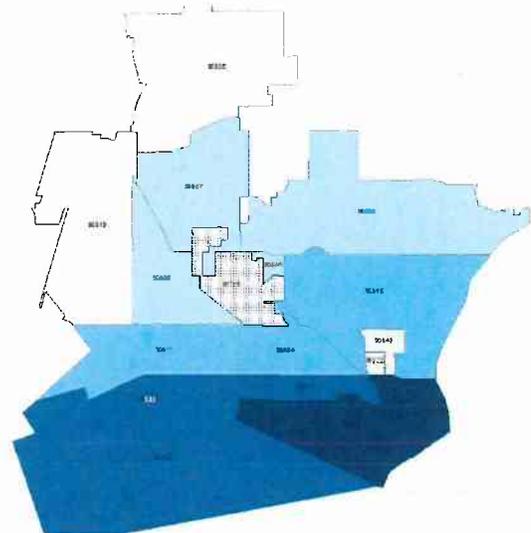


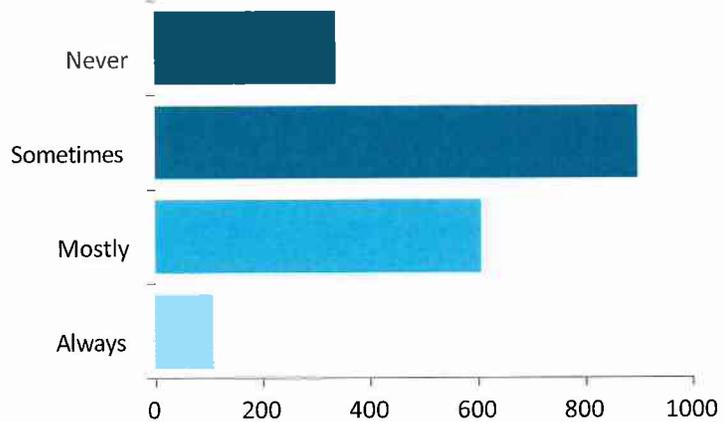
Figure 1: Responses by ZIP code; darker color equals greater number of responses

E-Scooter Parking

With regard to e-scooter parking, 58 percent of respondents agree that drop zones are an effective way to organize the devices in the public right-of-way. Many expressed interest in seeing more drop zones available throughout the City in convenient locations.

Overall, the majority of respondents indicate that e-scooters tended to be parked

Are scooters parked responsibly?

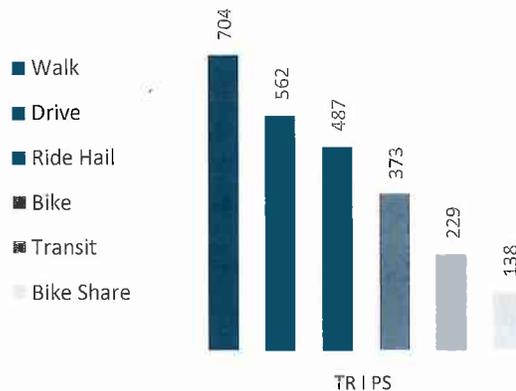


responsibly in the public right-of-way (i.e., upright and out of the pedestrian path of travel). It is unclear what percentage of properly parked devices can be attributed to positive rider behavior or placement/rebalancing efforts.

Transportation Impacts

Walking was the most replaced mode share according to those who reported riding a scooter followed by driving, then ride hail. Bike share was the least replaced mode share.

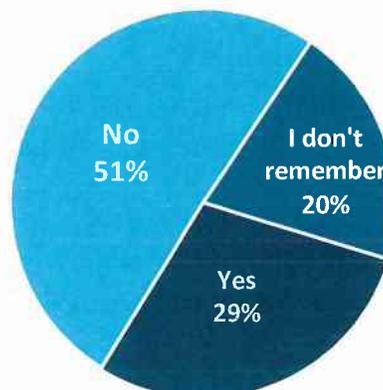
Trip modes replaced by scooters



Notification of Laws and Regulations

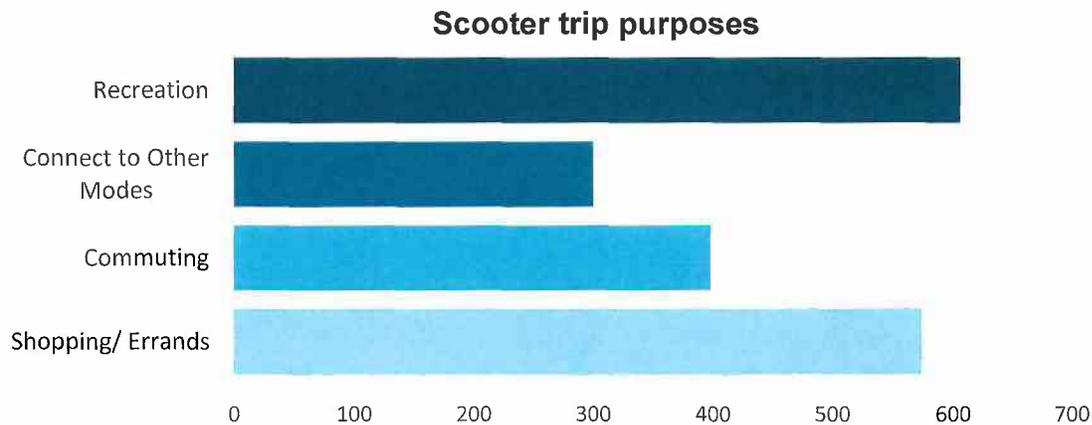
When asked if they had been notified by vendors whether it was against the law to ride without a helmet; on the sidewalk; with more than one person to a scooter; on the beach path; or on streets with a posted speed limit of over 25 MPH, over 70 percent of respondents said “no” or “I don’t remember”.

Notified of e-scooter laws



Trip Purposes

The most common purposes for e-scooter rides were recreation (32 percent) and shopping/errands (31 percent). While only 21 percent of respondents report using the scooters for commuting.



Notable Survey Comments

- “This is a great way to get around and explore the city for recreation and as a mode of transportation. We need to move away from depending on cars to get use from point A to point B. These scooters are a great start to transform that ideology and culture of transportation.”
- “Motorists need to be more mindful of pedestrians, cyclists, skaters, and SCOOTERS.”
- “My family loves the e-scooter program! We are professional small business owners and probably not your average riders, but we love them! We usually take a nice 5 mile walk and then ride home or to get back and forth to our business in downtown. It helps our business to not occupy a customer’s parking spot.”
- “We need more infrastructure to support this mode of transportation.”
- “People need to be smarter when using them!”
- “In my experience the majority of people don't care either way, a decent number of people either ride or don't mind riders, and a vocal minority dislike them. I have seen people get visibility upset at the sight of them and knock parked scooters over. I think overall they can definitely work in the city and do not understand the level of anger that some people have for these, they seem more annoyed at the concept than have rational reasons for not liking them. While breaking some of the rules asked about in question 12 is by no means good I personally believe vandalism of these products is far worse.”

- Long Beach residents need faster and safer metro system. We don't need another short- distance option. Long distance options for transport are slow and expensive. The city should focus on this instead.
- “If they stay we MUST enforce the rules regarding helmets and where to ride and park. Otherwise they aren't worth the nuisance they cause even-though I have fun riding them.”
- “Please remove the scooters. It will be nice to have our city back. As a pedestrian, I have been knocked down by a scooter. I tried using them but found that I did not know where I could safely ride. This is not the city for scooters.”

Attachment C

Micro-Mobility Comparable Program Fare Structures

City	Permit Fee	Application Fee	Per Vehicle Fee	Performance Bond	Impound Fee	ROW Maintenance & Repair Fee	Max # of Vendors	Permit Duration
Austin, TX	n/a	\$30 per vehicle	n/a	\$100/unit	All Costs	Included in Performance Bond	7	6 mo
Washington D.C.	\$250	\$50	\$60 first month -\$5 each subsequent month up to 12 months	\$10,000	n/a	n/a	4	12 mo
Denver, CO	\$15,000	\$150	n/a	\$30 per vehicle	n/a	Included in Performance Bond	4	12 mo
Los Angeles, CA	\$20,000	n/a	\$130 \$39 - low-income areas	\$80 per vehicle	\$29 per hour if removed by city	n/a	4	12 mo
Oakland, CA	\$30,000	\$2,500	\$64	n/a	n/a	n/a	3	12 mo
Portland, OR	\$5,000	\$250	\$0.25 per trip	n/a	n/a	n/a	3	12 mo
San Diego, CA	\$20,000	n/a	\$130	n/a	n/a	n/a	3	12 mo
San Francisco, CA	\$25,000	\$5,000	n/a	n/a	n/a	\$10,000 per year	2	12 mo
Santa Monica, CA	\$20,000	n/a	\$130 annually	n/a	n/a	\$1 per device per day	4	16 mo
Long Beach (Proposed)	\$25,000 annually	n/a	\$120 per unit annually \$40 – low-income areas	n/a	\$100 per unit plus \$25 per day	n/a	3	12 mo