

# APPROVED

JAN 17 2018

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-015

DATE January 17, 2018

C.D. 15

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: DOCKLESS BIKE PILOT PROGRAM IN COUNCIL DISTRICT 15 – LICENSE TEMPLATE AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, CLASS 1(14) (LICENSE TO USE EXISTING PARK FACILITIES WITH NEGLIGIBLE EXPANSION OF USE) OF THE CITY CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	<u>SLC</u>
H. Fujita	_____	*N. Williams	<u>NOW</u>

  
 \_\_\_\_\_  
 General Manager

Approved   X  

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Grant approval of the use park property under the jurisdiction of the City of Los Angeles Department of Recreation and Parks (RAP) located in Council District 15 for the City of Los Angeles Dockless Bike Share Systems Pilot Program;
2. Authorize the General Manager and/or his designee to negotiate license agreements with dockless bike share operators, consistent with the terms and conditions of the attached license template previously approved by the Los Angeles City Council and the Los Angeles Board of Harbor Commissioners, to allow dockless bike share operators to use and occupy RAP property in Council District 15;
3. Authorize the General Manager to execute the final license agreement with dockless bike share operators, subject to the approval of the City Attorney as to form;
4. Find that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III Class 1(14) of the Los Angeles City CEQA Guidelines, and instruct Staff to file a Notice of Exemption; and,
5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk for Seventy-Five Dollars (\$75.00) for filing a Notice of Exemption

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### BACKGROUND

Bike sharing programs are unique systems that provide the same mobility as individual, private transportation without the costs or burdens. These programs are experiencing significant growth in cities like Washington D.C., San Francisco, and Seattle because of their accessibility and affordability.

The City has collaborated with the Los Angeles Metropolitan Transportation Authority (Metro) to invest in the Metro Bike Share program located in areas of downtown Los Angeles, Venice, and San Pedro. The City provides an ongoing operational subsidy to Metro, giving it a direct financial stake in the public system. However, the expansion and development of the dock-bike-share system has limitations in terms of infrastructure formation.

The Los Angeles Department of Transportation (LADOT) is introducing a Dockless Bike Share Systems Pilot Program, modeled after the approach taken by the City of Seattle and Washington, D.C., in Council District 15 and the Harbor District. This program will be a privately financed and operated bike sharing program that provides fleets of bikes for public use at a per trip cost. The current Metro Bike Share Program established between the City and Metro is publicly funded and dependent on bicycle docks placed throughout greater Los Angeles. The Dockless Bike Share Systems Pilot Program administered by LADOT provides an opportunity to increase mobility options in areas not currently scheduled for service by the Metro Bike Share Program and the potential to serve more areas of the City more quickly. This program does not require costly bicycle docking stations, allowing constituents ease of bicycle use throughout the City by way of phone application (App). Individuals will be able to use the App to find, unlock, and drop off bicycles anywhere allowed.

LADOT has created this pilot program to collect data and evaluate the impacts of dockless bike share before implementation citywide. Key areas of assessment include financial sustainability of the privatized business model, the City's ability to achieve policy objectives, costs to manage and oversee operators, and the ability of the program to meet the public's expectations. During this process, LADOT will formulate rules and regulations for parking, management, access, compliance with ADA policies, and safety requirements.

On December 7, 2017, the Los Angeles City Council approved a license template (Attachment 1) for the City of Los Angeles; and on December 14, 2017, the Los Angeles Board of Harbor Commissioners approved the same template for the Port of Los Angeles. This template identifies the premises and permitted area as Council District 15 of the City of Los Angeles, which includes the Harbor District, and excludes all property controlled by the Board of Recreation and Parks Commissioners and by the Board of Library Commissioners.

Staff recommends that the Board approve RAP joining the pilot project and approve the license template thereby providing an opportunity to include park property and recreation facilities in the LADOT's Dockless Bike Share Systems Pilot. By taking advantage of the opportunity to integrate our facilities into this program, RAP will support consistency with the City's rules and regulations.

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### SUMMARY OF LICENSE AGREEMENT TEMPLATE

The License Agreement (Agreement) entered by the City of Los Angeles and Port of Los Angeles defines citywide operation guidelines for dockless bike share companies working with the LADOT on the Dockless Bike Share Systems Pilot Program. The Agreement covers key areas of security for the City including but not limited to: permitted use of City property by Licensee, termination/default protocol, compliance with applicable laws, indemnification, insurance, conflict of interest, and forbiddance of sublicense transfers. The City and Executive Director of the Port of Los Angeles both have the right to alter any terms of the agreement and possess the right to revoke permitting on an unconditional basis. The Agreement sets the legal structure under which dockless bike share companies will operate business with the City and Port of Los Angeles.

The premises and permitted area in which the Agreement applies is Council District 15 and Harbor District with the exception of all property controlled by the Board of Recreation and Parks Commissioners or Board of Library Commissioners. Within the outlined area, the Licensee has the right to execute agreed upon obligations of the Dockless Bike Share Systems Pilot Program including, the sole responsibility to correctly park any incorrectly-parked bike - and ensuring that all program activities abide by local, state and federal regulations. If the Licensee should not comply with the responsibilities outlined in the Agreement, the City and/or Port of Los Angeles, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, retain indemnity from and against all causes of action (i.e. damages, liability, litigation, lawsuits, etc.) and the right to terminate the Agreement.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed approval of the license template for implementation of a dockless bike pilot program in CD 15 will allow dockless bikes to park on dedicated park property with negligible expansion of park use. Therefore, Staff recommends that the Board determine that the proposed license agreements are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, 1(14) of the City CEQA Guidelines. Filing of a Notice of Exemption with the Los Angeles County Clerk will occur upon approval of this exemption by the Board.

### FISCAL IMPACT STATEMENT

Approval of this License Template will not have a fiscal impact on the RAP General Fund.

Report prepared by Leila Mirseyedi, Management Analyst, and reviewed by Ryan Carpio, Director of Government Affairs.

### LIST OF ATTACHMENT(S)

- 1) Bike Share License Agreement for CD 15 (City and Harbor)

CITY OF LOS ANGELES  
and CITY OF LOS ANGELES HARBOR DEPARTMENT

LICENSE AGREEMENT

No. 2017-05

WHEREAS, the City of Los Angeles is considering citywide guidelines for dockless bike share companies to operate in the City of Los Angeles;

WHEREAS, on December 5, 2017, the Los Angeles City Council authorized the Los Angeles Department of Transportation to develop and execute an agreement to allow dockless bike share companies to operate, on a temporary basis, in Council District 15 of the City of Los Angeles;

WHEREAS, Council District 15 includes the Harbor District and is anticipated that bikes from such bike share companies will be entering and operating in the Harbor District;

NOW, THEREFORE, it is mutually understood and agreed by Licensee and the City of Los Angeles ("City") and Los Angeles City, Harbor Department ("Department"), a proprietary branch of the City, as follows:

1. Premises. Licensee is permitted under this License Agreement ("Agreement") to use and occupy Council District 15 of the City of Los Angeles which includes the Harbor District. See Exhibit A.

Notwithstanding the above paragraph, any and all property controlled by the Board of Recreation and Parks Commissioners or by the Board of Library Commissioners, including all parks and library sites, located within Council District 15 is specifically excluded from scope of this Agreement. Licensee agrees and understands that it shall obtain respective approvals from the Board of Recreation and Parks Commissioners and the Board of Library Commissioners prior to any use or occupation of City park or library property in Council District 15.

2. Permitted Use. Licensee and its bike share users shall have the right to enter and use the Premises in connection with operating and utilizing the bike share system subject to conditions below and not for any other use without the prior written consent of City and Executive Director of the Harbor Department ("Executive Director") which approval may be withheld by City and/or Executive Director in its sole and absolute discretion. Licensee shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises; provided, however, Licensee may, in the City and/or Department's sole discretion, remain if it pays the increase in the City and/or Department's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Licensee to be or remain, on the Premises, and Licensee shall prevent any such material or matter from being or accumulating upon the Premises. Licensee further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

The maximum number of Licensee's bicycles allowed on the Premises will be determined by City and Department in its sole discretion and may be adjusted from time to time.

Any bicycle that is parked incorrectly shall be re-parked in a correct manner or shall be removed by Licensee based on the following times: (1) 6:00a.m. to 6:00p.m. on weekdays, not including holidays – within two (2) hours of receiving notice; and (2) All other times – within 10 hours of receiving notice. For

purposes of this section, "incorrectly" shall include a bicycle parked on property controlled by the Board of Recreation and Parks Commissioners or by the Board of Library Commissioners, including all parks and library sites, located within Council District 15.

Notwithstanding the above paragraph, if, at any time, Licensee's bikes obstruct or interfere with City and/or Department operations or the public's use of private or public rights of way, or is deemed to be a safety hazard to persons or property, the City and/or Department shall have the right to immediately remove such bikes at Licensee's sole cost and expense. City and/or Department shall not be held liable for any damage to Licensee's property as a result of removal.

3. Term; Termination. This Agreement shall be effective upon execution by City, and, upon execution by the Executive Director of the Harbor Department upon authorization of the Harbor Board of Commissioners ("Board") and shall thereafter be revocable by City and/or Executive Director upon the giving of at least fifteen (15) days' written notice to Licensee stating the date upon which this Agreement shall terminate ("Termination Date"). The right of City and/or Executive Director to revoke this Permit is and shall remain unconditional. Neither City, Department, nor any board, officer or employee thereof, shall be liable in any manner to Licensee because of such revocation. Notwithstanding the foregoing, upon approval of a Los Angeles citywide license and/or permitting process, Licensee shall be required to obtain, immediately, the newly implemented license and/or permit which will supersede this Agreement.

4. Licensee Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Licensee under this Agreement: (1) Licensee's failure to perform any obligation under this Agreement if Licensee fails to cure the failure within three (3) days after delivery of written notice of the failure from the City and/or Department to Licensee; (2) Licensee's abandonment of property on the Premises; (3) To the extent permitted by law (i) a general assignment by Licensee or any guarantor of the Agreement for the benefit of the creditors without written consent of the City and Department; (ii) the filing by or against Licensee, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of all or substantially all the assets of Licensee or any guarantor, unless possession is unconditionally restored to Licensee or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; and/or (iv) any execution or other judicially authorized seizure of all or substantially all the assets of Licensee located on the Premises, or of Licensee's interest in this Agreement, unless that seizure is discharged within thirty (30) days.

(b) The City and/or Department's Remedies. The City and/or Department may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Agreement. The City and Department's remedies are cumulative and not inclusive.

5. Compliance with Applicable Laws.

(a) At all times in its use and occupancy of the Premises and its conduct of operations thereon, Licensee, at Licensee's sole cost and expense, shall comply with all applicable federal, state, county, Los Angeles City ("City"), or government agency laws, statutes, ordinances, standards, codes, rules, regulations, requirements, or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Licensee's operations and conduct of its business.

(b) It is the parties' intent that Licensee will make, at Licensee's sole cost and expense, any and all alterations, improvements, and changes, that are required by Applicable Laws. This Agreement shall be construed in accordance with California law.

6. Indemnity.

Except for the active negligence or willful misconduct of the City and/or Department, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Licensee undertakes and agrees to defend, indemnify and hold harmless the City and Department and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City and/or Department, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Licensee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Licensee or its subcontractors of any tier. Rights and remedies available to the City and/or Department under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles.

7. Insurance.

In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 6 of this Agreement, Licensee shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial general liability insurance, including contractual liability, and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City and Department if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence / Two Million Dollars (\$2,000,000) general aggregate. Each policy shall name the "City of Los Angeles, its officers, agents and employees" and the "City of Los Angeles, Harbor Department, its officers, agents and employees" as Primary additional insureds.

(b) Automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles. Each policy shall name the "City of Los Angeles, its officers, agents and employees" and the "City of Los Angeles, Harbor Department, its officers, agents and employees" as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Licensee shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Licensee shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Licensee shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City of Los Angeles and City of Los Angeles, Harbor Department in any circumstance in which it is alleged that actions or omissions of the City and/or Department contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Licensee, and for all employees of any subcontractor or other vendor retained by Licensee.

(d) Limits for coverage required under this Agreement shall provide first dollar coverage except that City and/or Executive Director may permit a self-insured retention or self insurance in those cases where, in his or her sole judgment, such retention or self insurance is justified by the net worth of Licensee. The self-insured retention or self-insurance shall provide that any other insurance maintained by City and/or City's Harbor Department shall be excess of Licensee's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self insurance, Licensee shall have all the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause.

(e) If Licensee maintains higher limits than the minimums shown above, City and Department requires and shall be entitled to coverage for the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and Department.

(f) Policies submitted pursuant to Section 7 of this Agreement shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles and the City of Angeles, acting by and through its Harbor Department, the Board of Harbor Commissioners, and their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under this Agreement, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur."

(ii) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by the City and/or Department is excess coverage."

(iii) "In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the insurance company's limit of liability."

(iv) "Notice of occurrences or claims under the policy shall be made to the City and Department's Risk Managers with copies to the Los Angeles City Attorney's Office."

(v) "The policy to which this endorsement is attached shall provide 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager."

(g) All insurance procured by Licensee shall comply with the following:

(i) Electronic submission is the required method of submitting Licensee's insurance documents. Track4LA<sup>®</sup> is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Licensee's insurance broker or agent shall obtain access to Track4LA<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Licensee's behalf.

Upon request by the City and/or Department, Licensee shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration of earlier termination of this Agreement.

(ii) Prior to the expiration of each policy, Licensee shall show through submitting to Track4LA® that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to Track4LA®. If Licensee neglects or fails to secure or maintain the required insurance, or if Licensee fails to submit proof of insurance as required above, City and/or City's Harbor Department may, at its option and at the expense of Licensee, obtain such insurance for Licensee.

(iv) City and/or Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City and/or Department, may request that Licensee increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Licensee.

8. No Assignments/Sublicense/Transfers. No transfer of this Agreement, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Licensee (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Licensee), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this Agreement (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Licensee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise) whether or not a formal assignment or hypothecation and n of this Agreement or Licensee's assets, which involvement results in a reduction of the net worth of Licensee (defined as the net worth of Licensee, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Agreement or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section 8, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Licensee's assets in the hands of a receiver or trustee; or (2) a transfer by Licensee for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Licensee or of a general partner of a Licensee.

9. Licensee Name Change. Licensee shall notify the City and Department in writing within ten (10) calendar days of making any changes to its name as set forth in the preamble of this Agreement and shall provide the City and Department with all documents in connection with the change.

10. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by the City and/or Department of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

11. Conflict of Interest. It is understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of the City and/or Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the City and/or Department relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City and/or Department may immediately terminate this Agreement by giving written notice thereof.

12. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, in a sealed envelope, addressed as set forth below, with postage thereon fully prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To the City: Los Angeles Department of Transportation  
100 S. Main Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: General Manager

With a copy to: Office of City Attorney  
200 North Main Street  
Los Angeles, California 90012  
Attention:

To the Department: Los Angeles Harbor Department  
P.O. Box 151  
San Pedro, California 90733-0151  
Attention: Executive Director

With a copy to: Office of City Attorney—Harbor Department  
425 S. Palos Verdes Street  
San Pedro, California 90731  
Attention: General Counsel

To Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Agreement refer to calendar days unless otherwise specifically stated.

13. Construction of Agreement. This Agreement shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Agreement.

14. No Waiver. No waiver by either party at any time of any terms or conditions of this Agreement shall be a waiver at any subsequent time of the same or any other term or condition. No breach of a covenant, term, or condition of this Agreement will be deemed to have been waived by the City and/or Department unless the waiver is in writing and executed by the City and Department.

15. Joint and Several Obligations of Licensee. If more than one individual or entity comprises Licensee, the obligations imposed on each individual or entity that comprises Licensee under this Agreement shall be joint and several.

16. Time of the Essence. Time is of the essence in this Agreement.
17. Nondiscrimination and Affirmative Action Provisions. Licensee agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded under or pursuant to this Agreement shall contain this provision. The applicable provisions of Section 10.8 *et seq.* of the Los Angeles Administrative Code are set forth in the attached Exhibit B and are incorporated herein by this reference.
18. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of City and Department to provide minority business enterprises ("MBEs"), women's business enterprises ("WBEs"), and all other business enterprises ("OBEs") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Licensee shall assist City and Department in implementing this policy and shall use its best efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Agreement.
19. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. Board adopted Resolution No. 5771 on January 3, 1999, to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention, set forth at Section 10.36 *et seq.* of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with City's Living Wage requirements, set forth at Section 10.37 *et seq.* of the Los Angeles Administrative Code. Licensee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City and/or Department to terminate this Agreement and otherwise pursue legal remedies that may be available.
20. Wage and Earnings Assignment Orders/Notices of Assignments. Licensee is obligated to fully comply with all applicable state and federal employment reporting requirements for Licensee and/or its employees. Licensee shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Licensee will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 *et seq.* of the California Family Code. Licensee will maintain such compliance throughout the term of this Agreement.
21. Equal Benefits Policy. Board adopted Resolution No. 6328 on January 12, 2005, to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, set forth at Section 10.8.2.1 *et seq.* of the Los Angeles Administrative Code, a copy of which is attached as Exhibit C, as a policy of City's Harbor Department. Licensee shall comply with the policy wherever applicable. Violation of the policy shall entitle City and/or Department to terminate this Agreement and otherwise pursue legal remedies that may be available.
22. Business Tax Registration Certification. Licensee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by City's Business Tax Ordinance set forth at Sections 21.00 *et seq.* of the Los Angeles Municipal Code. Licensee shall provide the City and Department evidence that all such Certificates have been obtained. Licensee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.
23. State Tidelands Act. With respect to the Harbor District, this Agreement, the Premises, and Licensee's use and occupancy thereof shall at all times be subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of

California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (1929 Cal. Stats., Ch. 651), as amended, and Article VI of the Charter of City of Los Angeles relating to such lands. Licensee shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions, and reservations.

24. Section Headings. Section headings used in the Agreement are merely descriptive and not intended to alter the terms and conditions of the sections.

25. Integrated Agreement. It is understood that this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, and understandings, if any, between the parties related to the subject matter of this Agreement and there are no oral agreements that affect any of the terms of this Agreement.

26. Amendments. No provision of this Agreement may be amended except by an agreement in writing signed by the City and Department and Licensee. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

27. Governing Law and Venue. This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Agreement shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

(SIGNATURE PAGE FOLLOWS)

THE CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION

DATED: \_\_\_\_\_

By \_\_\_\_\_  
SELETA J. REYNOLDS  
General Manager

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

DATED: \_\_\_\_\_

By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
Board Secretary

The undersigned Licensee hereby accepts the foregoing Agreement and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof.

NEUTRON HOLDINGS, INC. dba LIMEBIKE

DATED: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name and Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name and Title

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2017  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
MICHAEL NAGLE, Deputy

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2017  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: \_\_\_\_\_  
MINAH PARK, Deputy