

Caring for Your Coast



Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

SMALL CRAFT HARBOR COMMISSION April 10, 2019 10:00 A.M.

BURTON W. CHACE PARK COMMUNITY ROOM 13650 MINDANAO WAY MARINA DEL REY, CA 90292

Audio

1. ***) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

Small Craft Harbor Commission Meeting of February 13, 2019.

3. M COMMUNICATION FROM THE PUBLIC

(0))

This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. ***) COMMUNICATION WITH THE COMMISSIONERS

This is the opportunity for members of the Commission to provide notification to the public regarding any communication received by the Commissioners from the public, lessees, or other interested parties regarding business of Marina del Rey.

5. **REGULAR REPORTS**

a. Marina Sheriff

(DISCUSS REPORTS)

- Crime Statistics
- Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
- b. Marina del Rey and Beach Special Events

(DISCUSS REPORT)

c. Marina Boating Section Report

(VERBAL REPORT)

6. OLD BUSINESS

None

7. ***) NEW BUSINESS

a. 2019 Departmental Fee Revisions and New Fees.

(ENDORSEMENT)



Small Craft Harbor Commission Agenda for April 10, 2019 Page 2 of 2

b. Appointment of Commission Officer and Alternate to Marina del Rey Convention and Visitor's Bureau.

(APPROVAL REQUIRED)

c. Consideration of sending a letter to the State Department of Fish and Wildlife Concerning the Use of the Ballona Parking Lot.

(APPROVAL REQUIRED)

8. **STAFF REPORTS**

Ongoing Activities

(DISCUSS REPORTS)

- Board Actions on Items Relating to Marina del Rey
- Regional Planning Commission's Calendar
- California Coastal Commission Calendar
- Redevelopment Project Status Report
- Design Control Board Minutes
- Marina del Rey Slip Report
- California Coastal Commission Slip Report
- Fisherman's Village Progress Report
- Illegal Boat Charter Enforcement
- E-Scooter and Bike Pilot Program Report Back

9. **ADJOURNMENT**

PLEASE NOTE

- The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
- 2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

Department of Beaches and Harbors Website Address: http://marinadelrey.lacounty.gov

Department of Beaches and Harbors Administration Building 13837 Fiji Way Marina del Rey, CA 90292 MdR Visitors & Information Center 4701 Admiralty Way Marina del Rey, CA 90292

Burton Chace Park Community Room 13650 Mindanao Way Marina del Rey, CA 90292 Lloyd Taber-Marina del Rey Library 4533 Admiralty Way Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at http://marinadelrey.lacounty.gov

Si necesita asistencia para interpreter esta informacion llame al (424) 526-7777.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (424) 526-7752 (Voice) or (TTY/TDD) users, please call the California Relay Service at 711. The ADA Coordinator may be reached by email at rstassi@bh.lacounty.gov.

SMALL CRAFT HARBOR COMMISSION MINUTES

February 13, 2019

Commissioners: Allyn Rifkin, Chair; David Lumian, Vice Chair; Dennis Alfieri (excused absence); Richard Montgomery (excused absence); Nathan Salazar

Department of Beaches and Harbors (DBH): Gary Jones, Director; Amy Caves; Deputy Director; Steve Penn, Chief of Asset Management Division; Susana Graether, Chief Property Manager; Phyllis Bordenave-Priestley, Real Property Agent II, Ivy Bordenave-Priestley, Real Property Agent

County Counsel: Sonia Chan, Principal Deputy County Counsel

Item 1- Call to Order and Pledge of Allegiance

Chair Rifkin called the meeting to order at 10:07 a.m. and read the Commission's policy on public comment. The Pledge of Allegiance was led by Sonia Chan.

Item 2- Approval of Minutes

Motion to approve December 12, 2018, Meeting Minutes by Vice Chair Lumian, seconded by Commissioner Salazar, unanimously approved.

Ayes: 3 – Chair Rifkin, Vice Chair Lumian, and Mr. Salazar

Item 3 – Communication from the Public

Bob Atkins spoke about the operations of Dock 55 and expressed his interest in operating the dock.

Captain Alex Balian spoke about the Yelp pilot program and expressed concern about the marina promenade lighting, and the safety and security at the Ritz Carlton Hotel.

Peter Leon suggested a vertical storage system for dinghy and paddle boards.

Item 4 – Communication with the Commissioners

Commissioner Salazar recognized and thanked Linzy (local marina business) for donating canoes to a youth program in the First District's area.

Item 5a - Marina Sheriff

Deputy Ron Nohles presented the liveaboard report.

Item 5b – MdR and Beach Special Events

Carol Baker reported that her section is currently in the planning phase of the summer concerts, Art Sea (May 18th and May 19th), Kids Earth Day, and Youth Sailing Camp. She also provided the commissioners with demographic data of individuals that attended the winter events and mentioned that the Second District attendee group was the largest.

Item 5c - Marina Boating Section Report

Michael Blenk reported that Anchorage 47 has ten vacant slips. Parcel 77 power boat storage is completely full. And Mast-Up storage has 48 spaces available.

Vice Chair Lumian inquired about Bar Harbor Marina's status.

Michael Blenk replied that he's unaware if they're open; however AMLI Marina has reopened fifty percent of their slips.

Item 5d – Marina del Rey Convention and Visitors Bureau (CVB)

Janet Zaldua provided the commissioners with the 2019 Destination Guide and Yacht Charters Brochure which includes licensed and approved charters, she announced that they will be distributed throughout the year, and throughout the LA metropolitan area, LAX, and Long Beach areas. She also announced that the hotels had a strong year in 2018, with the year to date (Jan. to Dec.) occupancy at 86.2%, slight increase from last year. The average daily hotel rate is at \$273. CB Richard Ellis to conduct an Economic Impact study on the impact of tourism in the marina for 2018, specifically focusing on overnight stays in hotels and guests visiting friends and family. Also working with them on a five year forecast of expectations in terms of economic impact on tourism in the Marina del Rey, report will be based on with and without the two new hotel projects. Working with Google street maps and completed virtual tours of Burton Chace Park and Mother's Beach, also working on doing the same for every anchorage and street in the Marina.

Item 6a - Old Business

None

Item 7a – Parcel 75/94 (Marina Professional Building) Consent to Lease Assignment

Phyllis Bordenave-Priestley provided the staff report and power point presentation.

Tim Sullivan, counsel for the new lessee, stated that he was present to answer any questions the commissioners may have.

Vice Chair Lumian inquired as to any future changes in business or any changes to the building.

Mr. Sullivan replied that there are no scheduled changes as of now, and further explained that there are existing leases but do not expect any changes to those leases nor to the operations.

Motion to approve Parcel 75/94 (Marina Professional Building) Consent to Lease Assignment by Vice Chair Lumian, seconded by Commissioner Salazar, unanimously approved.

Ayes: 3 - Chair Rifkin, Vice Chair Lumian, and Mr. Salazar

Item 7b – United States Coast Guard (USCG) Lease (Parcel 62)

Phyllis Bordenave-Priestley provided the staff report and power point presentation.

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Vice Chair Lumian inquired if the USCG pays the county for their usage of the land or does the county donate it to them.

Phyllis Bordenave- Priestley answered that they do not pay; however it's a mutual benefit by having the USCG at parcel 62 because it establishes a federal interest in Marina del Rey. Which allows federal funds to be allocated for the maintenance dredging of the main channel entrance to the harbor.

Captain Alex Balian spoke in favor of this item.

Motion to approve the United States Coast Guard Lease (Parcel 62) by Vice Chair Lumian, seconded by Commissioner Salazar, unanimously approved.

Ayes: 3 – Chair Rifkin, Vice Chair Lumian, and Mr. Salazar

Item 7c – Proposed 2019 Commission Meeting Schedule

Steve Penn presented the staff report.

Vice Chair Lumian stated that he suggested the schedule of every two months (schedule A) because the last five years meetings were held about six times a year and it also creates uncertainty for the staff but, more importantly for the public as to when meetings are being held. He further explained that he supports schedule A with the understanding that special meetings and night time meetings can be scheduled when needed. He requested scheduling the special night meeting for Boating Community and a night meeting to focus on the vision of Marina Beach (Mother's Beach).

Commissioner Salazar stated that he was fine with schedule A.

Chair Rifkin stated that he prefers schedule B; however schedule A is more realistic.

Vice Chair Lumian requested that the two special night meeting be scheduled.

Mr. Gary Jones replied that the special night meeting for the boating community can be scheduled; however the night meeting to discuss the Palawan building and Marina Beach will need to be determined.

Chair Rifkin clarified that the special night meeting for the boating community will be scheduled first and the second meeting to discuss the Vision for Marina Beach will be scheduled after.

Motion to approve schedule A with the addition of two Special Night Meetings by Vice Chair Lumian, seconded by Commissioner Salazar, unanimously approved.

Ayes: 3 – Chair Rifkin, Vice Chair Lumian, and Mr. Salazar

Item 7d - Election of Commission Officers

Chair Rifkin nominated Vice Chair Lumian to be the new Chair.

Chair Rifkin motioned to elect the existing Vice Chair Lumian as New Chair; seconded by Commissioner Salazar; unanimously approved.

Ayes: 3 – Chair Rifkin, Vice Chair Lumian, and Mr. Salazar

Vice Chair Lumian nominated Commissioner Salazar to be the new Vice Chair.

Chair Rifkin motioned to elect Commissioner Salazar as New Vice Chair; seconded by Vice Chair Lumian; unanimously approved.

Ayes: 3 - Chair Rifkin, Vice Chair Lumian, and Mr. Salazar

Item 8 – Staff Reports

Steve Penn presented the staff report.

Gary Jones corrected the mentioned Board action regarding the Marina City Club delegation of authority, by stating that any result of negotiation needs to return to the Board for approval.

Ivy Bordenave-Priestley reported on the Parcel 9 Oil Well Re-abandonment Incident Report.

Chair Rifkin asked for clarification of the location of the oil well.

Ivy Bordenave-Priestley replied that it's located within the construction on the parcel.

Vice Chair Lumian asked if there are any other abandoned wells in Marina del Rey.

Ivy Bordenave-Priestley replied affirmatively.

Vice Chair Lumian requested that the proper authority present on this topic.

Ivy replied that Division of Oil, Gas, and Geothermal Resources (DOGGR) is the authority on oil wells in California.

Gary Jones replied that DOGGR will be overseeing the re-abandonment of the well and staff will invite them to present before the commission. He also announced that Amy Caves is the new DBH Deputy Director of Asset Management and Planning Division.

Vice Chair Lumian requested a traffic mitigation overview, rising sea level information, and an update on the death of the kayaker in Marina del Rey.

Gary Jones replied that staff will provide the information requested.

Adjournment

Chair Rifkin adjourned the meeting at 11:16 a.m.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION PART I CRIMES JANUARY 2019



	West	East	Lost	Marina	Upper	County	Lower	Windsor	View		
	Marina	Marina	R.D.	Water	Ladera	Area	Ladera	Hills	Park	Parks	TOTALS
	2760	2761	2762	2763	2764	2765	2766	2767	2768	2791	
Homicide											0
Rape											0
Robbery: Weapon	1	1				1					3
Robbery: Strong-Arm											0
Aggravated Assault		2						1			3
Burglary: Residence				5			3	2	1		11
Burglary: Other Structure	3	1						1			5
Grand Theft	7	2		1	2		3	1	2		18
Grand Theft Auto	2							3			5
Arson											0
Boat Theft											0
Vehicle Burglary	6	2					1	3	1		13
Boat Burglary				7							7
Petty Theft	6	2				1		5	1		15
REPORTING			_		_	_			_		
DISTRICTS TOTALS	25	10	0	13	2	2	7	16	5	0	80

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared February 06, 2019** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION

PART 2 CRIMES – JANUARY 2019





Community	Upper	Lower
Advisory	Ladera	Ladera
Committee	2764	2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		
Aggravated Assault		
Burglary: Residence		3
Burglary: Other Structure		
Grand Theft	2	3
Grand Theft Auto		
Arson		
Boat Theft		
Vehicle Burglary		1
Boat Burglary		
Petty Theft		
Total	2	7

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared February 06, 2019** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- JANUARY 2019





	MARINA AREA	EAST END
	(RD'S 2760-	(RD'S 2764-
Part I Crimes	2763)	2768)
Homicide		
Rape		
Robbery: Weapon	2	1
Robbery: Strong-Arm		
Aggravated Assault	2	1
Burglary: Residence	5	6
Burglary: Other Structure	4	1
Grand Theft	10	8
Grand Theft Auto	2	3
Arson		
Boat Theft		
Vehicle Burglary	8	5
Boat Burglary	7	
Petty Theft	8	7
Total	48	32

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared – February 06, 2019** CRIME INFORMATION REPORT - OPTION 5A



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION PART I CRIMES FEBRUARY 2019



	West	East	Lost	Marina	Upper	County	Lower	Windsor	View		
	Marina	Marina	R.D.	Water	Ladera	Area	Ladera	Hills	Park	Parks	TOTALS
	2760	2761	2762	2763	2764	2765	2766	2767	2768	2791	
Homicide									1		1
Rape											0
Robbery: Weapon											0
Robbery: Strong-Arm		1						1			2
Aggravated Assault	1	2					1				4
Burglary: Residence	1	1		3			2		1		8
Burglary: Other Structure	3										3
Grand Theft	3	3				1	1	3	1		12
Grand Theft Auto	2						1				3
Arson											0
Boat Theft											0
Vehicle Burglary	3	2					1	1	1	2	10
Boat Burglary				2							2
Petty Theft	7				3		5	2	3		20
REPORTING			_	_	_	_		_	_		
DISTRICTS TOTALS	20	9	0	5	3	1	11	7	7	2	65

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared March 06, 2019** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT MARINA DEL REY STATION

PART 2 CRIMES - FEBRUARY 2019





Community	Upper	Lower
Advisory	Ladera	Ladera
Committee	2764	2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		
Aggravated Assault		1
Burglary: Residence		2
Burglary: Other Structure		
Grand Theft		1
Grand Theft Auto		1
Arson		
Boat Theft		
Vehicle Burglary		1
Boat Burglary		
Petty Theft	3	5
Total	3	11

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared March 06, 2019** CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- FEBRUARY 2019





	MARINA AREA	EAST END
	(RD'S 2760-	(RD'S 2764-
Part I Crimes	2763)	2768)
Homicide		1
Rape		
Robbery: Weapon		
Robbery: Strong-Arm	1	1
Aggravated Assault	3	1
Burglary: Residence	5	3
Burglary: Other Structure	3	
Grand Theft	6	6
Grand Theft Auto	2	1
Arson		
Boat Theft		
Vehicle Burglary	5	5
Boat Burglary	2	
Petty Theft	7	13
Total	34	31

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared – March 06, 2019** CRIME INFORMATION REPORT - OPTION 5A



MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2019



Liveaboa	rd Permits Iss	d Permits Issued						
	February	March						
New permits Issued:	3	2						
Renewal Issued:	12	12						
Total:	15	14						
Notices to Comply Issued:	6	5						

Totals:	February	March		
Liveaboard:	316	316		
Current Permits:	231	233		
Expired Permits:	75	69		
No Permits:	10	14		

Total reported vessels in Marina del Rey Harbor:

Percentage of vessels that are registered liveaboards

8.36%

3779

Number of currently impounded vessel:

10



Caring for Your Coast

Gary Jones Director

Kerry Silverstrom Chief Deputy

John Kelly

Deputy Director

Amy M. Caves
Deputy Director

April 10, 2019

TO:

Small Craft Harbor Commission

FROM:

Gary Jones, Director

SUBJECT:

ITEM 5b - MARINA DEL REY SPECIAL EVENTS

THE FREE RIDE

Daily service 12:00 p.m. – 9:00 p.m.

Catch free on-demand transportation aboard a five-passenger electric shuttle. The service provides transportation to attractions within Marina del Rey, including Fisherman's Village, Burton Chace Park, Waterside Shopping Center, and many restaurants. Select shuttles also travel to the Venice Pier and to Abbot Kinney Blvd. in Venice.

Wave down a Free Ride car and hop in, or text your pick-up location and passenger count to (323) 435-5000. Please allow 10 – 15 minutes for pick-up. Kids must be big enough to use a regular seatbelt; child-safety seats are not provided. Dogs are welcome.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900

BURTON CHACE PARK YOGA

Burton Chace Park ♦ Community Room* ♦ 13650 Mindanao Way ♦ Marina del Rey Sundays
11:30 a.m. – 12:30 p.m.

Get your Namaste on by taking part in the Department of Beaches and Harbors' (Department) FREE one-hour Yoga class, which will allow you to reduce your stress, enjoy the outdoors, and relax your body! Students must bring his/her own mat.

*If weather permits, class will be taught outdoors.

For more information: Call (424) 526-7910 or visit beaches.lacounty.gov

BURTON CHACE PARK WALKING CLUB

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey Tuesdays & Thursdays 10:30 a.m. – 11:30 a.m.

The Department is sponsoring a FREE one-hour walking club. Get your exercise while taking in the beautiful view of the Marina del Rey harbor. Please RSVP by calling (424) 526-7910.

For more information: Call (424) 526-7910 or visit beaches.lacounty.gov

SUNSET SERIES REGATTAS 2019

Marina del Rey Wednesdays, April 17 - September 11, 2019 6:00 p.m. - 8:00 p.m.

Spectators can enjoy these races from the comfort of one of the water-view restaurants on Wednesday evenings between 6:00 p.m. (sailboats leaving the harbor) and 8:00 p.m. (race finishes at California Yacht Club).

BEACH SHUTTLE

Fridays and Saturdays from 10:00 a.m. – 10:00 p.m. Sundays and Holidays from 10:00 a.m. – 8:00 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and the Venice Beach Pier, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and relaxing way. The Beach Shuttle operates year round on weekends and holidays.

For more information: Call the Marina del Rey Visitors Center (424) 526-7900 or visit beaches.lacounty.gov

MARINA DEL REY FARMERS' MARKET

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey Saturdays 9:00 a.m. – 2:00 p.m.

The Department, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Saturdays. The Marina del Rey Farmers' Market offers fresh, locally-grown organic and conventionally grown fruits and veggies. Also available are prepared and packaged foods, hand-crafted products and much more! Paid parking is available for 25 cents for every 10 minutes.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

13755 Fiji Way ♦ Marina del Rey Sponsored by Pacific Ocean Management, LLC Saturdays & Sundays 2:00 p.m. – 5:00 p.m.

Saturday, April 13th
Jimbo Ross & The Bodacious Blues Band (Blues)

Sunday, April 14th 2Azz1 (Jazz/Funk)

Saturday, April 20th
JB & The BC Riders (Country/Rock)

Sunday, April 21st Chazzy Green "The Funky Sax Man" (Jazz/Funk)

Saturday, April 27th Soul Brothers (R&B)

Sunday, April 28th Elements (Dance)

For more information: Call Pacific Ocean Management at (310) 306-0400

W.A.T.E.R PROGRAM SPRING SAILING

Burton Chace Park ◆ 13640 Mindanao Way ◆ Marina del Rey Beginning Sailing Dates: April 15 – 19 and April 22 – 26, 2019 10:00 a.m. - 4:00 p.m.

Los Angeles County Lifeguards will instruct sailing courses teaching students basic sailing knowledge and terms, boat maintenance and rigging, knot tying, tacking, docking and instruction to ocean sailing. Students will learn to sail on 14-foot Capri sailboats (with main sail and jib). In the final days of the session, students will get experience on 24-foot MacGregor sailboats.

Financial aid is available for qualified families. Please call for details.

Ages: 11 - 17 years old

Class Size: 6 - 12 students with 3 Lifeguard instructors

Fee: \$320 for 5-day session

*NOTE: Applicants must successfully complete a 100-yard swim test in 2 minutes and 20 seconds to be eligible for Beginning Sailing.

For more information: Call (424) 526-7889 or visit beaches.lacounty.gov

ARTSEA

Marina "Mother's" Beach ♦ 4101 Admiralty Way ♦ Marina del Rey Saturday, May 18, 2019 from 11:00 a.m. – 10:00 p.m. Sunday, May 19, 2019 from 11:00 a.m. – 6:00 p.m.

The Department will host a pop-up arts district at ARTsea where eventgoers can enjoy art, dance, music, and food at Marina del Rey's party on the beach. ARTsea will also offer mini galleries and local artists, interactive art workshops, food trucks, dancers, live music, and much more! Ample parking is available at nearby Los Angeles County lots for a reasonable fee.

For more information: Visit www.artsea-mdr.com or call the Marina del Rey Visitors Center at (424) 526-7900

BEACH EATS! GOURMET FOOD TRUCKS

Marina "Mother's" Beach ♦ 4101 Admiralty Way ♦ Marina del Rey Thursdays, May 23 – September 26, 2019 5:00 p.m. – 9:00 p.m.

The Department will host a gourmet food truck event in Marina del Rey that offers a variety of delectable savory foods and desserts. Plus, eventgoers can listen to live music and picnic on the beach. The weekly assortment of trucks will vary with menu options such as gourmet burgers, hot dogs, tacos, lobster rolls, ice cream, cupcakes, and more. Paid parking is available at the beach parking lot #10 for 25 cents for every 10 minutes.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

KILLER RIDES

Killer Shrimp Restaurant ♦ 4211 Admiralty Way ♦ Marina del Rey
May – August, 2019
10:00 a.m. – 1:00 p.m.

Killer Shrimp Restaurant & Bar opens its parking lot to hot rod, classic car, and motorcycle displays. Free admission. Event takes place once monthly, on May 26, June 30, July 28, and August 25, 2019.

For more information: Call (310) 578-2293 or visit www.killershrimp.com

MARINA DEL REY ANGLERS' 44th ANNUAL HALIBUT DERBY

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey June 1 – 2, 2019

Come celebrate the 44th anniversary of the Marina del Rey Halibut Derby! Proceeds from the two-day fishing tournament will help fund the Marina del Rey Anglers Youth Fishing Program and White Sea Bass Grow Out facility.

For more information: Call (424) 229-1890 or visit www.halibutderby.com

KAHANAMOKU KLASSIC

Marina "Mother's" Beach ♦ 4101 Admiralty Way ♦ Marina del Rey Saturday, June 1, 2019 8:00 a.m. – 4:30 p.m.

Spectators can enjoy the action as competitive paddlers race on outriggers through the Marina's main channel. Parking is available in Los Angeles County lots #10 and #11 for a reasonable fee.

For more information: Visit www.scora.org

MARINA DEL REY WATERBUS

June 20 – September 2, 2019

For a fun weekend, ride the Marina del Rey WaterBus. Park your car and ride the WaterBus for a unique water's-eye view of Marina del Rey. Eight boarding stops throughout the Marina offer opportunities to shop, dine, and recreate in one of the most beautiful Southern California residential and tourist areas. Bikes and strollers are welcome on board, but no pets are allowed. The fare is \$1 per person, for a one-way ticket. Ample parking is available at nearby Los Angeles County lots for a reasonable fee.

WaterBus Schedule:

Thursday – Saturday: 11:00 a.m. – midnight Sundays: 11:00 a.m. – 9:00 p.m.

Holiday Schedule

July 4th: 11:00 a.m. – midnight Labor Day: 11:00 a.m. – 9:00 p.m.

For more information: Visit marinawaterbus.com or call the Marina del Rey Information Center at (424) 526-7900

LA'S MARINAFEST BOAT SHOW

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey Saturday, June 22, 2019 from 10:00 a.m. – 6:00 p.m. Sunday, June 23, 2019 from 10:00 a.m. – 5:00 p.m.

Come celebrate Marina del Rey with an in-water boat show, historic harbor tours, tall ships, land vendors and exhibitors, music, and food trucks. Purchase a \$10 wristband to experience the in-water boat show.

Event parking is available for \$10 in County Lot #4, located at 13500 Mindanao Way.

For more information: Visit www.marinafest.org or call (310) 877-5500

DISCOVER MARINA DEL REY

Burton Chace Park ◆ 13650 Mindanao Way ◆ Marina del Rey, CA 90292 Sunday, June 23, 2019 11:00 a.m. – 5:00 p.m.

Discover Marina del Rey is a free community and family-oriented event sponsored by the Department. The event features booths from various organizations on health, safety and the environment, plus water events, harbor tours, inflatables, games, music, arts & crafts, and children's marionette shows. Food and beverages are also available for purchase from one of several gourmet food trucks.

Plus, enjoy free JAM Sessions, interactive workshops that center on movement and music. Discover the joyous sounds and movements of Bollywood that fuses modern and traditional Indian dance. Also, take a rhythmic journey that's full of fun with a group drumming circle.

Event parking is available for \$10 in County Lot #4 located at 13500 Mindanao Way.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov

GJ:CB:da



April 10, 2019

Caring for Your Coast

Gary Jones Director

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

TO: Small Craft Harbor Commission

FROM:

Gary Jones, Director

SUBJECT:

AGENDA ITEM 7a - 2019 DEPARTMENTAL FEE REVISIONS

AND NEW FEES

Item 7a on your agenda pertains to our recommendations that the Board of Supervisors approve Departmental fee increases at parking lots and various facilities and services at the beaches and in Marina del Rey. Fee revisions and new fees specific to Marina del Rey include:

- Increase to the short-term parking rate from \$1.50/hour to \$2.00/hour;
- New fees for the newly-renovated Boathouse conference rooms and top deck;
- Increase to the room rental fees at the Chace Park Community Room;
- Increase to the rates for mast-up dry storage to make them consistent with those charged for power boat dry storage;
- Increase to fees for human-carried dry storage (kayaks, sculls, etc.);
- Increase to fees for kayak rentals and bicycle locker storage;
- Increase to the guest docks rate from \$1.15/foot/night to \$1.25/foot/night.

Department fees were either last increased in 2009 or 2014, as identified on Attachment B to the Board letter. Recent surveys indicate that recommended fee adjustments are warranted and appropriate. Additionally, fees need to be authorized for new services.

It is anticipated that the proposed fees will result in an estimated annual revenue increase of \$899,000 when fully implemented, which will be used to fund new positions and other operational costs. We respectfully request your Commission's endorsement of the Department's recommendations. The Board of Supervisors will consider the proposed fee increases and new fees during a public hearing, anticipated to be scheduled on the Board's May 28, 2019 agenda.

Staff will be available at your meeting to answer any questions you might have.

GJ:jw

Attachment



Caring for Your Coast

Gary Jones

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

May 28, 2019

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

2019 DEPARTMENTAL FEE REVISIONS AND NEW FEES DEPARTMENT OF BEACHES AND HARBORS MARINA DEL REY AND
COUNTY-OWNED, CONTROLLED AND MANAGED BEACHES
(SUPERVISORIAL DISTRICTS 3 AND 4)
(3 VOTES)

SUBJECT

Request to approve revisions to existing fees and new fees charged by the Department of Beaches and Harbors for facilities and services at Marina del Rey and County-owned, controlled and managed beaches, effective June 1, 2019, except for revisions to the parking fees, which will become effective upon Coastal Commission approval. Changes to the existing fees and the implementation of new fees are expected to generate an additional estimated \$899,000 annually when fully implemented and are warranted and appropriate based on a comprehensive review of the fees charged for services provided by the Department.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

- 1. Find that these actions are exempt from the provisions of the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(8).
- Adopt a resolution approving the Department of Beaches and Harbors' establishment of new and an increase of current fees, effective June 1, 2019, except for new and increased parking fees, which will become effective upon Coastal Commission approval.
- 3. Delegate authority to the Director of Beaches and Harbors or his designee to adjust parking fees after considering customer use or to make necessary public accommodations, not to exceed the maximum Board of Supervisors-approved fees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the attached resolution (Attachment A) will allow the Department of Beaches and Harbors (Department) to establish new fees and to adjust current fees as outlined in Attachment B, 2019 Fee Revisions and New Fees, which includes both the current and proposed fees. The Department has completed a comprehensive review of the fees it charges for services, and recent surveys indicate that adjustments to parking and recreational fees are warranted and appropriate.

The Department also recommends that your Board authorize the Director of the Department to adjust parking fees as necessary after considering customer use, not to exceed the Board-approved fees.

Implementation of Strategic Plan Goals

The recommended actions support the provisions of the County's Strategic Plan Goal III, Realize Tomorrow's Government Today, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by using strong fiscal management to support the maintenance of high-quality beaches and recreational services to enrich the lives of County residents.

FISCAL IMPACT/FINANCING

The recommended actions will result in an estimated revenue increase of \$677,000 in FY 2019-20, which will be used to fund new positions included in the Department's FY 2019-20 Recommended Budget, as well as other operational costs. Once fees are fully implemented, anticipated to occur by FY 2021-22, the recommended actions will result in an estimated annual revenue increase of \$899,000.

Operating Budget Impact

The recommended actions will increase the Department's operating budget revenue by an estimated \$677,000 in FY 2019-20. The anticipated revenue increase will be used to fund the addition of three Grounds Maintenance Workers I (GMWI) and two Recreation Services Supervisors (RSS). The GMWI positions will provide ongoing general maintenance of the expanded Recreational Vehicle (RV) Park and Dockweiler and Marina "Mother's" beaches, as well as the newly-refurbished Boathouse facility. The RSS positions will provide supervisory oversight of recreation staff at these locations and assist in added programming. The revenue increase and the additional positions will be included in the Department's FY 2019-20 Final Adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Fees that are recommended for increase are detailed in Attachment B and consist of parking and recreational fees. More detailed information for certain fees in each category is included below.

PARKING FEES

The Department operates 19 beach parking lots and 15 parking lots in Marina del Rey (Marina). The parking fees in Attachment B are divided between summer and winter rates; summer rates are effective the Saturday before Memorial Day through the last Sunday of September. Parking rates are generally daily rates, with short-term parking available at select beach and Marina parking lots. The Department is recommending adjusting certain beach parking fees, as well as the holiday and special event rate and the short-term parking rate at both beach and Marina parking lots.

Parking fees being recommended for increase have not been increased since 2009. The recommended fee increases will align the Department's parking fees with the fees charged at comparable parking lots in the vicinity. Parking fees will be increased incrementally, not to exceed \$1 per year.

RECREATIONAL FEES

Dockweiler RV Park

The Department operates the Dockweiler Recreational Vehicle (RV) Park, an oceanfront RV facility with 118 spaces with full hookups for electricity, water, and sewer service. Other RV Park amenities include picnic tables, laundry facilities and hot showers. At the RV Park, visitors can enjoy beachfront views, use the beach fire pits, hang glide off nearby bluffs, or bike along the 22-mile Marvin Braude Bicycle Trail.

The daily fees for the RV Park have not been adjusted since 2009. The Department is proposing an increase of \$10 per space, per day, which is well within similar fees charged by other RV Parks.

The RV Park is in the process of expanding its facilities to add 19 lower-cost spaces for tent-campers with electrical hookups only. The Department is recommending the establishment of a new fee for these tent-camper spaces, year-round, at \$45.

Facility Room Rentals

The Department has three facilities with rooms available for public use: the Dockweiler Youth Center (DYC); the Chace Park Community Building; and the newly-renovated Boathouse at Chace Park. We recommend increasing the room rental hourly rates at the DYC and the Chace Park Community Building to bring them in line with rates charged by

The Honorable Board of Supervisors 05/28/2019
Page 4

comparable facilities and propose new fees at the Boathouse with a Marina and oceanview top deck that will be available for private events.

Use License/Special Event Permits

As approved by your Board in 2011, the Beach and Harbor Use License Policy (Policy) requires summer camp operators to pay the County annually both 15% of the gross receipts they generate and their established location bid fee. We recommend the licensee pay the greater of 15% of their gross receipts **or** their location bid fee, not both. In addition, at the beginning of each annual term, licensees are required to pay the estimated gross receipts fee in full or through an installment agreement of 25%, 25% and 50%. We recommend a \$100 per day late fee for installment payments not received by the due date, as well as for other required document submittals not received by the date.

Under the Policy, organizations that meet the Day Use Recreational Camp definition are assessed a Day Use fee of \$100 for each outing/field trip in lieu of the 15% gross receipts fee. The Department is proposing to increase the Day Use fee from \$100 to \$125.

Lastly, for sporting events and camps that require advance registration and entry fees from participants, such as marathons, surf contests, beach camps, etc., the Department requires permittees to pay 10% - 25% of the gross receipts they generate. For these events, the gross receipts percentage fee will be applied to revenue sources only (e.g., entry fees, sponsorships, food and merchandise sales, etc.) and not to expenditures such as catering, equipment rentals, etc.

Dry Boat and Human-Carried Vessel Storage

The Department provides dry storage for vessels on trailers, including mast-up and power boats, as well as for human-carried vessels, such as sculls, dinghies, kayaks and paddle boards.

The Department renovated one boat storage area for vessels on trailers and implemented new rates for that location in 2014. The Department is recommending adjusting the rates in the mast-up storage location, last increased in 2009, to make the rates consistent in both locations. Updated fees for human-carried vessels, last increased in 2009, are also being proposed.

PUBLIC HEARING REQUIREMENTS

Public hearing notice requirements of Government Code section 6062a have been satisfied and public hearing requirements of Government Code section 66018 for fee increases and new fees will be satisfied by this action.

The Department will present its recommended fee increases to the Small Craft Harbor Commission and Beach Commission at their respective upcoming April meetings. The

The Honorable Board of Supervisors 05/28/2019 Page 5

recommendations of the Commissions relative to the Department's proposed fee increases and new fees will be reported to your Board prior to your consideration of this item. The Department must also obtain Coastal Commission approval before instituting parking fee adjustments if approved by your Board.

ENVIRONMENTAL DOCUMENTATION

The proposed fee changes and new fees are statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Public Resources Code section 21080(b)(8), upon your Board's finding that such fees are necessary to meet operating expenses, including employee salaries and benefits and/or necessary supply, equipment and material costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The fee increases and new fees are not expected to have a significant impact on the use of the affected facilities or services. If increased parking fees result in lower than desired usage, the Department will have the flexibility to adjust the fees.

CONCLUSION

Authorize the Executive Officer of the Board to send two adopted copies of this letter to the Department of Beaches and Harbors. Please feel free to contact Elayne Doucette at (424) 526-7811, or edoucette@bh.lacounty.gov, to discuss any questions or concerns.

Respectfully submitted,

GARY JONES Director

GJ:ED:JW

Attachments (9)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

RESOLUTION APPROVING VARIOUS REVISED AND NEW FEES FOR BEACHES AND HARBORS PROGRAMS

WHEREAS, Los Angeles County ("County"), through its Department of Beaches and Harbors ("DBH"), has completed a comprehensive review of DBH fees charged for services at its facilities:

WHEREAS, recent surveys indicate that adjustments to existing DBH fees and establishment of the proposed new fees are warranted for cost-recovery purposes;

WHEREAS, a review of the proposed fee increases finds these fee increases to be appropriate;

WHEREAS, it is in the County's interest to maintain the high standards expected by the public at DBH facilities;

WHEREAS, the additional funding is in the public interest and welfare;

WHEREAS, pursuant to California Government Code section 50402, the County has the authority to charge for use of park and recreational facilities and services it offers at these facilities as may be provided by resolution of the governing body; and

WHEREAS, the County has conducted a noticed public hearing on the new and proposed fee increases pursuant to Government Code section 66018.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California, as follows:

The Los Angeles County Department of Beaches and Harbors may make the adjustments to the fees it charges at its facilities and implement new fees.

The Board of Supervisors of the County of body of all other special assessment and to which said Board so acts, adopted the forego 2019.	axing districts, agencies and authorities for
	Celia Zavala Executive Officer of the Board of Supervisors of the County of Los Angeles
	By:
APPROVED AS TO FORM:	
Mary C. Wickham County Counsel	
By: Deputy	

TYPE OF FEE	CURRE	NT FEE	LAST CHANGED	PROPOSED FEE				SURVEY INFORMATION	ADDITIONAL ESTIMATED ANNUAL REVENUE		
(Parking	Fees are per day unles	s athorwise specific	PARKING		ontally \$1 n	or voar un	til the full n	ranacad faa	ic reached	.	
BEACH PARKING LOTS	SUMMER	WINTER	d and will be increas	seu iliciell	SUMMER	-	in the full p	WINTER		, 	
	- Comment	WINTER		1st Year	2nd Year	3rd Year	1st Year	2nd Year	3rd Year		
White Point				Tot Tour	Zila real	ord redi	Tot Tour	Zila real	ord rear		
Weekends	\$10	\$8	8/18/2009		No Change	۵		No Chang	Δ		N/A
Weekdays	\$8	\$6			No Change			No Chang			
Torrance*	ΨΟ	ΨΟ			rto Onlang			ito onang		1	
Weekends											
6 a.m. to 9 a.m.	\$7	\$3	8/18/2009	\$8	\$9	\$10	\$4	\$5			\$156,000
9 a.m. to 6 p.m.	\$7	\$6		\$8	\$9	\$10	\$7	\$8			*,
Weekdays	\$3	\$2		\$4	\$5		\$3	\$4	\$5		
Dockweiler/Grand Ave, Bluff, and 62nd Ave	40	¥-	8/18/2009, except							1	
Weekends	\$15	\$8	summer weekend		No Change		No Change			1	N/A
Weekdays	\$8	\$6	rate on 5/13/2014	No Change		е	No Change				
Dockweiler Imperial*	*-		8/18/2009, except		No Change						
Weekends	\$15	\$8	summer weekend				\$9	\$10	\$10		\$255,000
Weekdays	\$8	\$6	rate on 5/13/2014	\$9	\$10		\$7	\$8		1	
Washington Blvd, Rose Ave & Venice					•						
Weekends											
6 a.m. to 8 a.m.	\$9	\$5	8/18/2009,	No Change No Change No Change		е	No Change No Change			Attachment C	
8 a.m. to 6 p.m.	\$20	\$9	except			е					
6 p.m. to Close	\$9	\$5	summer			No Change			1	\$137,000	
Weekdays			weekend rates on 5/13/2014								
6 a.m. to 9 a.m.	\$5	\$4	011 3/ 13/2014		No Change	е	\$5				
9 a.m. to 5 p.m.	\$9	\$6			No Change	Э	\$7				
5 p.m. to Close	\$5	\$4			No Change	Э	\$5				
Will Rogers 1 & 3											
Weekends											
6 a.m. to 9 a.m.	\$7	\$5	8/18/2009,		No Change		ļ	No Chang			
9 a.m. to 5 p.m.	\$15	\$9	except summer weekend rate	No Change			No Chang				
5 p.m. to Close	\$6	\$5	from 9 a.m. to		No Change	е		No Chang	е		\$29,900
Weekdays			5 p.m. on								
6 a.m. to 9 a.m.	\$5	\$4	5/13/2014		No Change		\$5				
9 a.m. to 5 p.m.	\$9	\$6	_		No Change		\$7				
5 p.m. to Close	\$5	\$4			No Change	е	\$5				

^{*}Torrance (1st year estimated revenue - \$61,000; 2nd year -\$62,000; 3rd year - \$33,000); Dockweiler Imperial (1st year estimated revenue - \$128,000; 2nd year - \$128,000).

^{**}Additional revenue cannot be estimated at this time.

TYPE OF FEE	CURRE	CURRENT FEE		PROPO	OSED FEE	SURVEY INFORMATION	ADDITIONAL ESTIMATED ANNUAL REVENUE
Will Rogers 5			8/18/2009, except				
Weekends	\$15	\$8	summer weekend	No Change	No Change		
Weekdays	\$8	\$6	rate on 5/13/2014	No Change	No Change		
Topanga/Surfrider			8/18/2009, except				
Weekends	\$15	\$8	summer weekend	No Change	No Change		
Weekdays	\$8	\$6	rate on 5/13/2014	No Change	No Change		
Dan Blocker			8/18/2009				N/A
Meters	\$0.25/10 mi	n. (\$1.50/hr)	8/18/2009	\$0.50/15	min (\$2/hour)		N/A
Zuma/Point Dume			8/18/2009, except				
Weekends	\$15	\$8	summer weekend	No Change	No Change		
Weekdays	\$8	\$6	rate on 5/13/2014	No Change	No Change		
Nicholas Canyon						Attachment C	
Weekends	\$10	\$8	8/18/2009	No Change	No Change		
Weekdays	\$8	\$6	1	No Change	No Change		
Beach and Marina Short-Term Parking	\$0.25/10 mi	n. (\$1.50/hr)	8/18/2009	\$0.50/15 min. (\$2/hour)			**
Beach and Marina Parking Lots							
Recreational Vehicles over 20 ft.	Higher of twice of rate for number	daily rate or daily of spaces used		No Change			
Buses	Three time	s daily rate	1	No (Change		# 400.000
Holidays and Special Events		•	5/13/2014				\$126,800
Recreational Vehicles over 20 ft.	\$4	\$40		No (Change		
Buses	\$6	50	1	No (Change		
All other vehicles	Highest week	end daily rate	1		\$20		
Annual Parking Pass	\$1	•	1	No (Change	N/A	NI/A
Senior Parking Pass	\$2		1	No (Change	N/A	N/A

^{*}Torrance (1st year estimated revenue - \$61,000; 2nd year -\$62,000; 3rd year - \$33,000); Dockweiler Imperial (1st year estimated revenue - \$128,000; 2nd year - \$128,000).

^{**}Additional revenue cannot be estimated at this time.

TYPE OF FEE	CURRENT FEE		LAST CHANGED	PROPOSED FEE		SURVEY INFORMATION	ADDITIONAL ESTIMATED ANNUAL REVENUE
			RECREATION	AL FEES			
DOCKWEILER RV PARK (Full Hookup, Maximum 8 guests)	SUMMER	WINTER		SUMMER	WINTER		
Front Row	\$65	\$65		\$75	\$75		
Middle Row	\$60	\$60	8/18/2009	\$70	\$70		
Back Row	\$55	\$55		\$65	\$65		
Dry Sites/Tent-Campers	New	Fee		\$45	\$45		
Extra Vehicle	\$7	\$5	7/22/2008	\$10	\$10		\$142,100
Holiday Surcharge	\$4	\$4	8/18/2009	\$10	\$10		
RV Park Early Check-In Fee	\$17	\$17	7/22/2008	No Change	No Change	A44 - ala - a - a 4 B	
RV Park Late Check-Out Fee	\$20/hour	\$20/hour	8/18/2009	No Change	No Change	Attachment D	
Dump Station Use	\$15	\$15	5/13/2014	No Change	No Change		
Reservation Fee	\$10 + One	night's fee refundable)	7/22/2008	No C	Change		
Cancellation Fee If cancelled less than 7 days from arrival date	1st night's fee (No refunds at any time for reservations that include a summer holiday)		8/18/2009	No Change \$15			**
Cancellation Processing Fee Room Rentals	New	Fee		\$15			
Security Deposit	\$150	- \$200	8/18/2009	Up t	o \$500		
Cancellation Fee		prior to event date	8/18/2009	Cancel 21 days prior	to event date or \$100 fee		
Cancellation Processing Fee	Ne	ew	n/a	;	\$15		
Non-Profit Organizations/ Government Agencies/Schools							
One meeting	\$4	45	5/13/2014	;	\$60		
One meeting per week	\$65/r	month	5/13/2014	Re	emove		
More than one meeting per week	\$25/m	eeting	5/13/2014	Re	emove		
Recurring weekly meetings	Ne	ew	n/a	\$25/	meeting	Attachment E	\$6,400
-Dockweiler Youth Center/Chace Park Community Center: includes tables and chairs	8						
Private Groups/Individuals						- 	
1 to 100 persons	***		5/13/2014	¢7/	5/hour		
Daily (4-hour minimum)	1	hour	5/13/2014				
Additional hours	\$60/	hour	0/10/2014	\$80	5/hour		
101+ persons				***	- /h a		
Daily (4-hour minimum)		hour	5/13/2014		5/hour		
Additional hours	\$70/	'hour		\$95/hour			

^{*}Torrance (1st year estimated revenue - \$61,000; 2nd year -\$62,000; 3rd year - \$33,000); Dockweiler Imperial (1st year estimated revenue - \$128,000; 2nd year - \$128,000).

^{**}Additional revenue cannot be estimated at this time.

TYPE OF FEE	CURRENT FEE	LAST CHANGED	PROPOSED FEE	SURVEY INFORMATION	ADDITIONAL ESTIMATED ANNUAL REVENUE
-Chace Park Boathouse: Meeting Rooms include tables and chairs					
Top Deck (4-hour minimum)			\$130/hour	Attachment E	**
Additional Hours	New Fee	n/a	\$140/hour		
Meeting Rooms (4-hour minimum)	INEW I GE	11/a	\$85/hour		
Additional Hours			\$95/hour		
Beach Use License/Special Event Permits					
Administrative Permit Fee	\$250+10-25% Gross Receipts	5/13/2014	No Change		
One-Day Camp Fee	\$100	8/23/2011	\$125		\$400
Summer Use License		70/0			
Late payment/document submittal fee	New	n/a	\$100/day		
Gross Receipts	15% of Gross Receipts and Bid Fee	8/23/2011	Higher of 15% of Gross Receipts or Bid Fee		**
Mast-up Dry Storage (sailboats)					
15 ft. to 31 ft.	\$5.30/foot/month + \$110/month min	8/18/2009	Remove		\$28,400
Up to 21 ft.		n/a	\$140/month		
22 - 24 ft.	Now Fee		\$150/month		
25 - 28 ft.	New Fee		\$175/month		
29 - 31 ft.	7		\$250/month		
Security Deposit	Higher of \$150 or 4-month storage fee	5/13/2014	2-month storage fee		
Dry Storage (powerboats)					
Smaller than 25 ft.	\$150/month			Attachment F	
25-28 ft.	\$175/month				
29-32 ft.	\$250/month		No Chango		
33-35 ft.	\$300/month	5/13/2014	5/13/2014 No Change		N/A
36-40 ft.	\$400/month				
Over 40 ft.	\$500/month				
Security Deposit	Higher of \$150 or 4-month storage fee		2-month storage fee		
Human-Carried Dry Storage (kayaks, sculls,	Up to 20 ft \$150 annually		Up to 20 ft \$180 annually	7	
paddleboards, etc.)	21 ft 30 ft \$165 annually	8/18/2009	21 ft. & over - \$195 annually	1	
	Over 30 ft \$180 annually				\$8,700
Security Deposit	Higher of \$150 or 4-month storage fee	5/13/2014	\$175 first craft/\$75 additional crafts		

^{*}Torrance (1st year estimated revenue - \$61,000; 2nd year -\$62,000; 3rd year - \$33,000); Dockweiler Imperial (1st year estimated revenue - \$128,000; 2nd year - \$128,000).

^{**}Additional revenue cannot be estimated at this time.

TYPE OF FEE	CURRENT FEE	LAST CHANGED	PROPOSED FEE		SURVEY INFORMATION	ADDITIONAL ESTIMATED ANNUAL REVENUE
Kayak Rentals	Single Double	7/22/2008	Single	<u>Double</u>	Attachment G	**
1 - 4 hours	\$10/hour \$15/hour		\$25/hour	\$30/hour		
4 hours	\$30 \$45		\$50	\$65		
Daily	\$40/day \$55/day		\$60/day	\$75/day		
Guest Docks (1 to 7 Nights)	\$1.15/foot/night	5/13/2014	\$1.25/foot/night		Attachment H	\$8,500
Bicycle Locker Storage						
Single Bike Deposit	\$50	8/18/2009	\$100		- Attachment I	N/A
Double Bike Deposit	\$100	0/10/2009	\$150			
Locker Key Deposit	\$30		\$50			
Total Additional Annual Revenue:			_	_		\$899,200

^{*}Torrance (1st year estimated revenue - \$61,000; 2nd year -\$62,000; 3rd year - \$33,000); Dockweiler Imperial (1st year estimated revenue - \$128,000; 2nd year - \$128,000).

^{**}Additional revenue cannot be estimated at this time.



Caring for Your Coast

Gary Jones Director

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

April 10, 2019

TO:

Small Craft Harbor Commission

FROM:

Gary Jones, Director

SUBJECT:

ITEM 7b - ELECTION OF MARINA DEL REY CONVENTION AND

VISITORS BUREAU (CVB) REPRESENTATIVE

Item 7b on your agenda pertains to the election of the Small Craft Harbor Commission's representative to the Convention and Visitor's Bureau.

GJ:AC:SP ym



Caring for Your Coast

Gary Jones Director

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

April 10, 2019

TO:

Small Craft Harbor Commission

FROM:

Gary Jones, Director

SUBJECT:

ITEM 7c - CONSIDERATION OF SENDING A LETTER TO THE STATE

DEPARTMENT OF FISH AND WILD LIFE CONCERNING THE USE OF

THE BALLONA PARKING LOT

Item 7c on your agenda pertains to the consideration of sending a letter on behalf of the Commission to the California Department of Fish and Wild Life F&W) in response to an email received by the Department of Beaches and Harbors (DBH) from the F&W regarding the parking lot located in the Ballona Wetlands that is currently used by DBH and Fisherman's Village as an employee parking and overflow lot (Ballona Lot). The email notified DBH that F&W was making a change in lease conditions to County Lease No. 59988, which covers the Ballona Lot.

Beginning April 15, 2019, Section 4 (Use of Leased Property) will now read:

4.01 The Leased Property is leased to Tenant for use as an automobile parking lot for employees and staff of the Department of Beaches and Harbors, and Tenant shall not permit the Leased property to be used for any other purposes whatsoever.

The purpose of this provision is to preclude the use of the Ballona Lot for any use by the County, other than County employee parking.

GJ:AC:SP ym



Caring for Your Coast . . .

April 10, 2019

Gary Jones Director

Kerry Silverstrom Chief Deputy

> John Kelly Deputy Director

Amy M. Caves Deputy Director

TO:

Small Craft Harbor Commission

FROM:

Gary Jones, Director

SUBJECT: ITEM 8 - ONGOING ACTIVITIES REPORT

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On February 19, 2019, the Board of Supervisors (BOS) approved a \$350,000 increase from \$150,000 to \$500,000 in the aggregate annual amount of the As-Needed Environmental Consulting Services Master Agreement, effective upon Board approval; and each remaining year of the Master Agreement term; and, if exercised, each of the four one-year optional renewal years, increasing the maximum aggregate amount for all executed Master Agreements over the potential total term of seven years from \$1,050,000 to \$3,500,000.

On March 19, 2019, the BOS approved the following:

A lease agreement between United States Coast Guard and the County for Parcel 62 and an auxiliary space located at 13477 Fiji Way, Marina del Rev.

The proposed assignment of Lease No. 11525 the Marina Professional Building (Parcel 75 at 4560 Admiralty Way) and proposed assignment of Lease No. 12157 the Marina Professional Building Parking Lot (Parcel 94 at 4560 Admiralty Way).

An ordinance amending County Codes, Title 2 - Administration, Title 11 - Health and Safety, Title 17 - Parks, Beaches and Other Public Areas, and Title 19 - Airports and Harbors, to update existing definitions of smoke and smoking to include electronic smoking devices and cannabis, prohibit smoking in additional outdoor areas of County properties and place further restrictions on smoking in or around eating and drinking establishments in the unincorporated areas of the County, in order to reduce exposure to secondhand smoke.

Instructed the Director of Public Works to report back to the Board within 90 days with a summary of steps currently being taken by watershed cities to control trash at the source and the status of the current evaluation of trash removal options in Ballona Creek, including the Inner Harbor Water Wheel proposal for the Upper Newport Bay; and develop a multi-year, multi-agency plan to reduce trash and debris littering local beaches near the Ballona Creek outlet by October 1, 2019, including coordination with watershed cities,

including City of Los Angeles, on additional steps by cities to reduce trash entering Ballona Creek, a long-range multi-agency trash reduction strategy, including community engagement efforts to promote anti-littering behavior, solutions for upstream watershed trash controls, and enhanced in-channel "last line of defense," assessment of grant and other funding opportunities including from watershed cities, and identification of short-term solutions to remove residual trash in Ballona Creek during the 2019-20 storm season.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were on the February 2019 and March 2019 Regional Planning Commission agenda.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Marina del Rey were on the February 2019 and March 2019 California Coastal Commission agenda.

REDEVELOPMENT PROJECT STATUS REPORT

The updated "Marina del Rey Redevelopment Projects Report" is attached.

DESIGN CONTROL BOARD MINUTES

The January, February, and March meetings were cancelled due to lack of quorum. The December 2018 meeting minutes are pending approval.

MARINA DEL REY SLIP REPORT

In February 2019, the overall vacancy rate across all anchorages in Marina del Rey stood at 8.5%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 7.9%. The vacancy data by anchorage and slip length are provided in the document attached.

CALIFORNIA COASTAL COMMISSION SLIP REPORT

Pursuant to certain conditions of the Coastal Development Permit (5-11-131) issued by the California Coastal Commission, the County is required to maintain certain minimum thresholds of slip sizes as a percentage of the entire Marina. A report of the percentage of each size category as a percentage of all available slips in the Marina is attached.

FISHERMAN'S VILLAGE PROGRESS REPORT

No further updates for this item.

ILLEGAL BOAT CHARTER ENFORCEMENT

Beaches and Harbors' Code Enforcement Unit continues to monitor and deter illegal charter boat activities at the public launch ramp and Chace Park docks. The US Coast

Small Craft Harbor Commission April 10, 2019 Item 8 Page 3 of 3

Guard also has an enforcement program in Marina del Rey, and encourages reporting illegal boat charters to its office at (310) 521-3770 or SECLALB@uscq.mil.

E-SCOOTER AND BIKE PILOT PROGRAM REPORT BACK

Since October 2018, the BOS has passed three motions related to e-scooters and bicycles. The most recent motion directed the Chief Executive Office in collaboration with County Counsel, the Department of Public Works, Beaches and Harbors, Consumer and Business Affairs, and Treasurer and Tax Collector and others to develop and launch a set of regulations and a pilot permitting program and to deliver a status report in 45 days. The 45-day report back is attached.

GJ:AC:SP:yw

Attachments (5)

Marina del Rey Redevelopment Projects Report As of April 1, 2019

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
9 Proposed Hotel on northern portion of Parcel 9U, wetland park on southern portion.	Sam Hardage	* Proposed dual building hotel, 6-story, 72'-high Marriott Residence Inn, and, 5-story, 61'-high Courtyard Marriott. *New promenade improvements, restaurants and amenities. * Wetland public park project (1.46 acres).	Massing – One six-story, 72' high hotel and one five-story 61' high hotel. Parking – 231 parking spaces serving the hotel and wetland park.	Proprietary Option was approved by BOS on 10/6/15. Lease was executed on July 31, 2017 Regulatory January 6, 2016, the BOS' approval of the hotel project was appealed to the CCC. On May 13, 2016, the CCC granted a time extension, until December 12, 2016, for the wetland park CDP On July 11, 2016, work began on the wetland park. On April 26, 2017, the DCB approved the final design of the hotel project. Construction of the hotel began on August 11, 2017, and anticipated completion date is January 2020.
10/14 (FF) Neptune Marina/ Legacy Partners	Tim O'Brien	* Demolish existing facilities and build 526 apartments. * 161-slip marina + 7 end-ties. * 28 foot-wide waterfront promenade.	Massing Four 55' tall clustered 4-story residential buildings over Parking with view corridor. Parking 1,012 project required parking spaces to be provided (103 public Parking spaces to be replaced off site) * Replacement of public parking both on and off site.	Proprietary – December 1, 2015, the BOS agreed to extend the term of the option for up to one year. Lessee submitted Lease Assignments and Assignments of Options to extend existing lease for Parcel 10 and the lease for Parcel 14. The SCHC endorsed the assignments on September 21, 2016 and the BOS approved on October 4, 2016. Parcel 10 and 14 Lease as executed on 12/9/16. Construction commenced on December 14, 2016, and anticipated completion date is October 30, 2019. Regulatory On January 21, 2015, the final project design was approved by the Design Control Board. On December 12, 2016, work began on the project. Project completion is expected in January 2020.

Marina del Rey Redevelopment Projects Report As of April 1, 2019

Rey Hotel Anchorage marina and construction of a 277-slip marina. Parking—163 spaces for boaters 42 and 43 into separate leaseholds Lessee exercits option to expand the lease term. Lease was executed on 12/22/15, and project is under construction. Regulatory Dock replacement will be phased during a 5-year period beginning in 2015. Reconstruction of the docks commenced in Nove 2016. Regulatory Matter: Parking Permit for reduced Parking. Parking Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 56' tall. 771.5 lineal feet view corridor proposed. * 82,652 s.f. visitor serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed. * 141 slips + 5 end ties and 57 dry storage spaces * Parking 381 at grade Parking spaces will be	Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
during a 5-year period beginning in 2015. Reconstruction of the docks commenced in Nove 2016. Regulatory Matter: Parking Permit for reduced Parking. * Build 5 new visitor serving commercial and dry storage buildings * Build 5 new visitor serving commercial and dry storage buildings * Build 5 new visitor serving commercial and dry storage buildings * Build 5 new visitor serving commercial and dry storage buildings, maximum 36' tall buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed. * 82,652 s.f. visitor serving commercial space * 82,652 s.f. visitor serving commercial space * 141 slips + 5 end ties and 57 dry storage spaces * 141 slips + 5 end ties and 57 dry storage spaces	Rey Hotel	Jeff Pence	marina and construction of a	Parking163 spaces for	executed on 12/22/15, and project is under construction.
* Build 5 new visitor serving commercial and dry storage buildings * Build 5 new visitor serving commercial and dry storage buildings * Build 5 new visitor serving commercial and dry storage buildings * Build 5 new visitor serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed. * 141 slips + 5 end ties and 57 dry storage spaces * Build 5 new visitor serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed. * Proprietary The lessee initialed a revised Term Sheet on July 9, 2015. On January 13, 2016, SCH endorsed DBH's recommendation to grant lessee option to extend the lease term for 39 years. The Grant of Option was approved by the BOS in Octo 2016. Amended and restated lease was executed August 24, 2017. Construction began on Septem 11, 2017. Project completion is expected in Fall 2015.					during a 5-year period beginning in 2015. Reconstruction of the docks commenced in November 2016. Regulatory Matter: Parking Permit for reduced
			commercial and dry storage buildings * 82,652 s.f. visitor serving commercial space * 141 slips + 5 end ties and	serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed. Parking 381 at grade Parking spaces will be provided with shared Parking agreement (402 Parking spaces are	Proprietary The lessee initialed a revised Term Sheet on July 9, 2015. On January 13, 2016, SCHC endorsed DBH's recommendation to grant lessee an option to extend the lease term for 39 years. The Grant of Option was approved by the BOS in October 2016. Amended and restated lease was executed on August 24, 2017. Construction began on September 11, 2017. Project completion is expected in Fall 2019. Regulatory February 9, 2016, the BOS approved the project, which was appealed to the CCC. CCC denied the appeal on June 9, 2016.

Marina del Rey Redevelopment Projects Report As of April 1, 2019

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
113 Mariner's Village	Michael Sondermann	* Complete leasehold refurbishment of 981 apartments * Retail space increase from 2,070 s.f. to 9,000 s.f. * New 92-slip anchorage will be constructed * New 28 foot-wide pedestrian promenade and public amenities	Massing – Existing buildings to remain. Parking – Existing parking to remain.	Proprietary – Item opened on 9/23/2013. On October 30, 2018, the Los Angeles County Board of Supervisors approved an option for an amended at restated lease. The revised project will include 20% affordable and senior units. Regulatory
15 AMLI Residential	Jason Armison	* Demolish existing facilities and build 585 apartments * New 8,000 s.f. commercial space * New 241 boat slip marina * New 1,271-Parking space garage	Massing Six buildings up to 5 stories and 70' high Parking All Parking to be provided on site within new 1,271-space Parking garage	Proprietary The lease was executed on 1/30/14. Construction commenced on July 1, 2014, and anticipated completion date is October 2018. Regulatory June 30, 2014, demolition of the site commenced. October 2016 –Construction of project is underway. Project completion is expected in Fall 2019.
28 Wayfarer	Tim O'Brien	* Complete leasehold refurbishment of 379 apartments * New bicycle depot for public use * Improvements to existing promenade and dock gates and public amenities * Replacement of existing docks within 6 months of completed of landside renovation	Massing Seven buildings up to 3 stories high Parking Existing subterranean Parking structure contains 947 Parking spaces.	Proprietary The MND for the project was adopted by the BOS at the March 24, 2015 meeting. Board also approved a future assignment to Legacy. Option was exercised and lease executed on 9/25/15. Project is under construction and anticipated completion date for the landside portion of the project is August 2018. In July 2017, the CCC granted permission to begin the dock reconstruction project. Regulatory On July 15, 2015, the DCB approved the final design of the project. Construction commenced in December 2015.

Marina del Rey Slip Vacancy Report

Feb-19		17-25			26-30			31-35			36-40			41-45			46-50			51+						
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF- LINE	TTL including OFF-LINE
P1																			1	5	20.0%	1	5	20.0%		
P7		8	0.0%	2	80	2.5%		44	0.0%	1	42	2.4%	1	12	8.3%		7	0.0%		21	0.0%	4	214	1.9%		
P8	1	15	6.7%		48	0.0%	4	82	4.9%	2	38	5.3%		16	0.0%		7	0.0%		1	0.0%	7	207	3.4%		1
P10																									180	i
P12							5	30		10	53	18.9%	8	58	13.8%	8	44	18.2%	1	31	3.2%	32	216	14.8%		i I
P13					3	0.0%		33	0.0%		70	0.0%	3	36	8.3%		36	0.0%		8	0.0%	3	186	1.6%		i I
P15	11	14	78.6%	40	40	100.0%	47	49	95.9%	5	6	83.3%										103	109	94.5%	114	i I
P18	8	198	4.0%	3		4.4%		41	0.0%		39	0.0%		26	0.0%		18	0.0%		34	0.0%	11	424	2.6%		i I
P20	1	42	2.4%		59	0.0%		21	0.0%		9	0.0%		8	0.0%							1	139	0.7%		i I
P21	30	121	24.8%	1	JI	2.0%					10	0.0%										31	182	17.0%		i I
P28		2	0.0%	9	102	8.8%		7	0.0%	2	29	6.9%		1	0.0%					1	0.0%	11	142	7.7%	213	i I
P30	1	8	12.5%	3		4.3%	2	51	3.9%		33	0.0%		26	0.0%		52	0.0%		55	0.0%	6	295	2.0%		i I
P41	5	90	5.6%		24	0.0%	1	34	2.9%													6	148	4.1%		i I
P43	1	29	3.4%	4	76	5.3%	4	87	4.6%	5	33	15.2%	2	32	6.3%	6	33	18.2%		18	0.0%	22	308	7.1%	4	i I
P44																									232	1
A47	5	96	5.2%	1	77	1.3%		28		1	28			9	0.0%		1	0.0%		3	0.0%	7	242			
P53	10	23	43.5%	10		35.7%	13	35	37.1%	4	20	20.0%										37	106	34.9%		1
P54					2	0.0%				1	25	4.0%		6	0.0%		7	0.0%	1	14	7.1%	2	54	3.7%		
P111	1	20	5.0%	1	27	3.7%		2	0.0%		15	0.0%					8	0.0%	3	39	7.7%	5	111	4.5%		1
P112	6	100	6.0%					11	0.0%		24	0.0%								40	0.0%	6	175	3.4%		
P125I	2	24	8.3%	5	49	10.2%	3	93	3.2%	3	50	6.0%		27	0.0%		17	0.0%	3		16.7%	16		5.8%		1
P132	1	29	3.4%		3	0.0%	4	68		2	58	3.4%	6		13.3%	1	39	2.6%		20	0.0%	14		5.3%		
Total	83	819	10.1%	79	807	9.8%	83	716	11.6%	36	582	6.2%	20	302	6.6%	15	269	5.6%	9	308	2.9%	325	3803	8.5%	743	4546

Summation

 Vacancy in 17'-25'
 10.1%

 Vacancy in 26'-30'
 9.8%

 Vacancy in 31'-35'
 11.6%

 Vacancy in 36'-40'
 6.2%

 Vacancy in 41'-45'
 6.6%

 Vacancy in 46' to 50'
 5.6%

 Vacancy in 51' and over
 2.9%

Overall Vacancy 8.5% Vacancy w/o DOUBLES, OUT OF SERVICE slips 7.9%

Note:

Parcel 10 dock reconstruction commencement August 2016. Estimated completion date: September 2019

Parcel 15 dock reconstruction commencement September 2014. Phase I completed November 2018. Phase II estimated completion date: June 2019.

Parcel 28 dock reconstruction commencement September 2017. Estimated completion date: June 2019

Parcel 43 dock reconstruction commencement September 2016. Estimated completion date of final stage: January 2020

Parcel 44 dock reconstruction commencement December 2017. Estimated completion date: April 2019

Feb-19	JrdetC	one truction has not	jude 10th	and olo di	OTAL COP ME	A THRESHOLD
25' & Less Number of Slips	256	819	3803	22%	16%	
·		0.0	0000	==70	.070	
26'-30'						-
Number of Slips	223	807	3803	21%	19%	-
30'-35'	1					
Number of Slips	313	1362	3803	36%	18%	



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

March 8, 2019

Board of Supervisors HILDA L. SOLIS First District

MARK RIDLEY-THOMAS Second District

SHEILA KUEHL Third District

JANICE HAHN

KATHRYN BARGER Fifth District

To:

Supervisor Janice Hahn, Chair

Supervisor Hilda L. Solis

Supervisor Mark Ridley-Thomas

Supervisor Sheila Kuehl Supervisor Kathryn Barger

From:

Sachi A. Hama W Chief Executive Officer

REPORT BACK ON ESTABLISHING E-SCOOTER AND BICYCLE PILOT PROGRAM (ITEM NO. 7, AGENDA OF JANUARY 15, 2019)

Since October 2018, the Board has passed three motions related to e-scooters and bicycles. The most recent motion directed the Chief Executive Office (CEO) in collaboration with County Counsel, the Departments of Public Works (PW), Beaches and Harbors (BH), Consumer and Business Affairs (CBA), Treasurer and Tax Collector (TTC), and others to develop and launch a set of regulations and a pilot permitting program and to deliver a status report in 45 days. The other departments engaged in this effort include Sheriff, Regional Planning, and Public Health (PH). The Chief Sustainability Office (CSO) has served as the lead for the CEO and convened a workgroup of the departments listed above.

This 45-day report back presents the framework for a set of regulations and a pilot program. To expediently deliver this framework, the workgroup evaluated best practices of other local governments within and outside the County, drawing on their work to create an approach that was best able to address the County's priorities.

Communications with Operators

The County workgroup members and the e-scooter and bike operators have had several meetings since the Board's motion. PW met with and had an on-site demonstration from Bird in February. The CSO had several informal communications with Bird and held a meeting with Lime in February. BH has communicated with multiple operators on issues specific to Marina del Rey both before and after the Board's motions. BH has also received meeting requests from Lyft and Spin; members of the workgroup will be conducting those meetings. The workgroup also anticipates holding joint meetings with e-scooter and bike companies prior to issuing the application for the pilot program.

Each Supervisor March 8, 2019 Page 2

Draft Pilot Program

PW is serving as the lead on the development of the pilot program. The draft pilot program is largely based on the regulations of nearby local governments and reflects the 10 key issue areas highlighted in the Board's January 15, 2019 motion. PW, with input of the workgroup, has developed a working draft of an Operator Pilot Application (OPA) and a draft Statement of Requirements (SOR), which are attached to this report for your information. The draft SOR identifies the areas where the workgroup has determined are the necessary terms and conditions for any operators seeking a permit. By applying, applicants will acknowledge that they will abide by those terms and conditions which include strict indemnification and insurance requirements. The draft OPA is made up of a series of prompts and questions for operators to describe how they would abide by the SOR and address the County's priority issues during the pilot.

The draft OPA and SOR are largely consistent with neighboring jurisdictions, but also add relevant strategies from local governments around the state and County specific areas of interest, such as ensuring geographic equity in the distribution of these vehicles. These documents are not final but instead represent the progress of the workgroup to expeditiously develop and implement the overall pilot program. As such, they are subject to change before the pilot program is launched.

The format of the draft OPA and SOR mirrors the approach taken by the San Francisco Municipal Transportation Agency (SFMTA) in which SFMTA staff used a set of criteria to evaluate the pilot applications to identify operators that could best achieve SFMTA's established priorities. Following this approach, permits will be allocated to the operators who have both met the SOR and whose applications the County rates most highly with regard to their ability to satisfy the County criteria such as safety, sustainability, and equity.

To establish regulatory authority to develop the pilot and issue permits, the Board must first adopt an ordinance. County Counsel estimates that drafting a proposed ordinance to authorize and establish the pilot program in Title 16 would require approximately 60 days. The ordinance would go into effect 30 days after the conclusion of the adoption process. After the completion of that process, the pilot program would be implemented.

The launch and implementation of the pilot program would require County staffing unique to the pilot. Considering those needs, the draft pilot program identifies proposed fee types and amounts to be charged to the operators for County cost recovery. The specific staffing plan and cost-recovery details will be refined prior to the launch of the program. The workgroup reviewed fees used by other comparable pilot programs when preparing the fees proposed in the draft OPA.

PW anticipates that the pilot will be fully launched in summer 2019 and will run for a period of 12 to 18 months before a final permanent permitting and business license program is developed and proposed to the Board for approval.

Each Supervisor March 8, 2019 Page 3

Business License

In general, the County's regulatory framework requires that a business seeking to conduct activities that may impact the public's health, safety, and welfare obtain a County business license as well as any applicable permits from County departments related to that business activity. The distinction between a business license and a permit is subtle but important. Licenses are more general and address the administrative infrastructure that the County requires a business to maintain and the County ordinances with which a business must comply.

For example, a business license may require a background check of the business owners, compliance with the County's living wage ordinance, and restricted business hours. Permits are more specific and are related to the actual business activities conducted. In the case of e-scooters and bikes, the pilot permit program would inform the types of elements to be included into a County's business license, separate from any operating permit requirements. For the pilot program, the County will not require a business license. Instead, TTC believes it is prudent to allow the pilot permit program to be implemented as expeditiously as possible, in accordance with Board direction, prior to preparing and seeking Board adoption of a final business license ordinance. In this way, the lessons learned in the pilot can be incorporated into the business license ordinance.

Website

CBA, in collaboration with the CEO and PW, will develop a consumer-focused website to bring public awareness of the County's pilot program to regulate e-scooters and bikes. This website will provide information regarding the pilot program and will address consumer safety and frequently asked questions. CBA will also explore the feasibility of developing additional outreach opportunities such as, but not limited to, online educational videos, flyers, and social media.

Conclusion

In accordance with the Board direction, the workgroup is developing the pilot permit program as expeditiously as possible to address the Board's key priorities. We anticipate the launch of the program in summer 2019, following the Board adoption of an authorizing ordinance.

SAH:JJ:GG KP:jg

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Beaches and Harbors
Consumer and Business Affairs

Health Agency
Public Health
Public Works
Treasurer and Tax Collector

ON-DEMAND PERSONAL MOBILITY DEVICES OPERATOR PILOT APPLICATION



The County of Los Angeles (County) will conduct a one-year On-Demand Personal Mobility Devices Pilot Program (Pilot Program), effective_______, 2019. The On-Demand Personal Mobility Devices Pilot Program Permit allows permitted Operators to participate in the Pilot Program in County Unincorporated Areas. The County will review submitted applications and determine whether each applicant is in conformity with the requirements listed in the Statement of Requirements, and evaluate which applicants appear best able to operate the On-Demand Personal Mobility Devices consistent with the County's requirements and priorities.

After evaluating an operator's pilot application, the County shall either grant the Permit as requested, grant the Permit with modifications, or deny the Permit. Where the Permit is granted with modifications or denied, the County shall explain the basis for the decision. Additional information may be requested of the applicant at that time.

The Applicant may request a meeting to discuss the County's decision. The County shall have sole discretion to decide on the total number of permits issued, with a not-to-exceed total of four permits.

Applicant Information

Please Print Clearly					
Business Name:	Business Phone:				
Contact Person:	Phone:				
Mailing Address:					
Street Address if different than above:					
Email Address:	Website:				

Application Agreement

By signing this application, the applicant verifies on behalf of the On-Demand Personal Mobility Devices Operator that all the information provided is true, and that if issued a permit, the applicant agrees to comply with the requirements of the On-Demand Personal Mobility Devices Pilot Program Permit.						
Name of Applicant						
Authorized Signature						
Printed Name, Title and Date						

1. General Information

The County supports innovative solutions that complement the County's transportation network. On-Demand Personal Mobility Devices provide a new transportation option for all members of the public making short trips or as a First-Last Mile solution when paired with public transit. The application includes several open-ended specifications, setting forth general criteria, yet looking to applicants to propose innovative approaches for their operations. The County will evaluate applications based on, among other things, their proposed strategies or processes regarding safety, Americans with Disabilities Act access, equitable access, community outreach, labor, and sustainability.

Submittal of an application for a Pilot Program Permit does not guarantee issuance of a Pilot Program Permit.

2. Submission Instructions

All applications must be addressed and submitted to the Los Angeles County Public Works, 900 South Fremont Avenue, Alhambra, California 91803, CASHIER'S OFFICE, located on the Mezzanine Level, on/or before 4 p.m., May 23, 2019. Proposals should be marked: "On-Demand Personal Mobility Devices Pilot Program." All applications received by this time will be evaluated concurrently. If fewer than four permits are issued based on the applications received by this date, the County, in its sole discretion, may consider additional applications on a rolling basis. The County shall have sole discretion to decide on the total number of permits issued, with a not-to-exceed total of four permits.

The County shall only consider completed applications. A completed application shall include the following components:

- Check for \$5,000 made out to the Los Angeles County Public Works.
 - This non-refundable application fee covers the cost to evaluate the Application.
- Signed Application.
 - o 1 copy mailed or delivered to the Los Angeles County Public Works; or
 - PDF sent by email.
- Application Materials.
 - 2 hard copies mailed or delivered to the Los Angeles County Public Works; or
 - o PDF sent by email.

Email:

ekunitake@dpw.lacounty.gov

Mail:

Los Angeles County Public Works

On-Demand Personal Mobility Devices Pilot Program

Attn: Elaine Kunitake (TPP) 900 South Fremont Avenue Alhambra, CA 91803-1460

In Person Los Angeles County Public Works

Delivery: On-Demand Personal Mobility Devices Pilot Program

CASHIER'S OFFICE (Attn: Elaine Kunitake) 900 South Fremont Avenue, 11th Floor

Alhambra, CA 91803-1460

3. General Requirements

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

Required Attachments include, without limitation:

- Completed ON-DEMAND PERSONAL MOBILITY DEVICES PILOT PROGRAM PERMIT APPLICATION with signatures.
- Application agreement.
- Schedule for implementation, including the size of fleet and service area at launch.
- Explanation of how Customers will be notified and the type of information that will be conveyed related to safety and proper usage of devices.
- Statement of Compliance with the Mobility Data Specification.
- Permit application fee of \$5,000.

4. Specific Requirements

A. Pricing Structure

- Description of pricing structure and payment options.
- Description of how rates will be communicated to Customers.

B. Scooter Availability and Service Area

- Hours of operation.
- Proposed fleet size and service areas. Specify information for disadvantaged communities.
- Describe methods for deploying and redistributing scooters.
- Parking Plan on educating Customers on proper parking.
- Size and service area of any planned fleet expansions (optional).

C. Plan for Safe Riding and Storage of Scooters

Proposed approach to ensure compliance with laws – The County will monitor
the degree to which Customers comply with applicable laws, particularly
related to riding on sidewalks and safe parking of scooters. If the County,
in its sole discretion, determines that the Operator's Customers are not

- sufficiently compliant with applicable laws, the County may require that the Operator implement additional measures or may revoke the permit.
- Plan to ensure Customers are at least 18 years old and have a valid drivers' license.
- Plan for storage of scooters during non-operational hours.
- Strategies for encouraging and facilitating other safety best practices beyond applicable laws, such as the use of helmets.

D. Scooter Recharging Plan

Describe how scooters will be recharged.

E. Maintenance, Cleaning and Sustainability Plan

- Describe the notification process when a device needs maintenance.
- Describe approach to maintenance, cleaning, and repair of devices, including device and battery lifespan.
- Describe sustainability and device life cycle management plan.
- Maintenance staffing plan.
- Maintenance schedule and maintenance log sample.
- 24-Hour Contact Information.

F. Hiring and Labor Plan

- Describe the staffing plan, including hired staff and contractors, for operation and maintenance.
- Describe skills training to be provided for staff and contractors.

G. Equity Plan

- Describe plan for providing equitable service, especially considering low-income, minority, non-English speaking, non-smart phone, and populations without credit cards.
- Describe strategies the Operator will use to promote gender equity in the use of the devices.

H. Community Outreach Plan

- Describe the community outreach completed or planned to be done in the neighborhoods being considered for deployment.
- I. Privacy Policy, User Agreements, and Terms of Service
 - Provide applicable privacy policies, user agreements, and/or terms of service in plain text for review.
 - Provide screen shots of all locations where this language would be shared with Customers including method for obtaining user acknowledgement/agreement.

ON-DEMAND PERSONAL MOBILITY DEVICES PILOT PROGRAM STATEMENT OF REQUIREMENTS

Section 1 Pilot Program Overview

1.1 Introduction

Over the past year, cities throughout the greater Los Angeles region have been responding in different ways to the deployment of new shared on-demand personal mobility devices within their respective jurisdictions. New mobility options offer transportation alternatives to support greenhouse reduction goals and first-last mile connectivity to existing transit services; however, various regulatory issues arise which this program attempts to address. By allowing the on-demand shared personal mobility companies to operate within a defined yet adaptive framework, the County of Los Angeles (County) can evaluate and learn how to best manage the changes impacting its transportation network.

1.2 Pilot Program Goals and Objectives

The purpose of the On-Demand Personal Mobility Devices (Devices) Pilot Program is to temporarily test rules of deployment and use of the Devices within the County Unincorporated Areas. If determined to be successful, the County may take the lessons learned during the Pilot Program to make an informed, data-driven decision to ensure that the Devices provide safe and equitable transportation options.

The Pilot Program will be governed by the Statement of Requirements, which give the County the flexibility to adapt quickly to changing environments, business models, and other management issues.

The primary objectives of the Pilot Program include, without limitation:

- Protect public health and safety;
- Provide additional mobility options for residents, employees, and visitors of County Unincorporated Areas;
- Maintain the proper Americans with Disabilities Act (ADA) path of travel in the applicable public right-of-way;
- Reduce emissions from motorized vehicles' short trips;
- Provide connections to transit:
- Maximize Customer awareness of safe and legal behaviors for operating the Devices:
- Create an enforceable regulatory framework for allowing and managing shared mobility services;
- Ensure the equitable use of Public Right-of-Way benefits public mobility; and
- Ensure Operators respond quickly and appropriately to issues and service complaints.

1.3 Eligibility and Expectations

In order to be eligible for participation in the Pilot Program, each applicant must submit a completed Operator Pilot Application and all supporting information and documentation as required or requested by the County for review and evaluation. In addition to the foregoing, applicants must also comply with all applicable federal, state, and local laws and regulations, and take all further actions and execute all other documents required by the County before any Pilot Program Permit can be issued. This may include the execution of an operating or licensing agreement and procurement of required insurance.

In the event an Operator fails to meet the conditions of its Pilot Program Permit, and its permission to operate is suspended, such suspension shall not result in any extension of time for the Operator to operate beyond the end date specified in the Pilot Program Permit, unless agreed to in writing by the County.

Section 2 Definitions

2.1 Terms

Application Programming Interface (API) refers to the data interface.

County means the County of Los Angeles.

<u>Customer</u> means a person or organization that pays for use of an On-Demand Personal Mobility Device from an Operator.

<u>Docked</u> refers to a <u>Device</u> that is stored in an upright orderly manner at a designated pickup and drop-off location with racks or docks.

<u>Dockless</u> refers to a Device for which there is not a designated drop-off location for the devices, so the Device may be left wherever the Customer ends a trip.

<u>Electric Bicycle</u> means a bicycle with an integrated electric motor which can be used for propulsion, as defined by California Vehicle Code (CVC) Section 312.5.

<u>Electric Scooter</u> means a motorized scooter propelled by an electric motor or by a combination of human power and an electric motor as defined by CVC Section 407.5.

<u>Flood Control District</u> (FCD) refers to the County Flood Control District, which has varying levels of land ownership and rights to operate and/or maintain flood control infrastructure, channels, and rights-of-way that include regional Class I bike paths such as portions of those found along the Ballona Creek, Coyote Creek, Dominguez Channel, Los Angeles River, Rio Hondo, and San Gabriel River.

Operators means a company that has a valid Pilot Program Permit to operate a Device company within the County Unincorporated Areas.

<u>Pilot Program</u> means the On-Demand Personal Mobility Devices Pilot Program for the County Unincorporated Areas.

<u>On-Demand Personal Mobility Devices</u> (Devices) refers to dockless or docked, electric or non-electric bicycles, electric-assist bicycles, or electric scooters. Devices fall within the definition of "Vehicle" under the CVC.

Section 3 Pilot Program Structure

3.1 Schedule

The Pilot Program is intended to last 12 months from the date of issuance of the first Pilot Program Permit. The County may modify the Pilot Program in duration or scope based on the information it collects from the Program.

Request for Applications published	d May 1, 2019
Applications due	May 23, 2019
First Pilot Permit issued	June 17, 2019
Pilot Program launch	July 1, 2019
Pilot Program end	June 30, 2020

The County shall have sole discretion to decide whether to extend the end date of the Pilot Program Permit for any Operators.

3.2 Fleet Size

- a) There is no minimum or maximum fleet size, except for within certain designated unincorporated County communities.
- b) The Director of Public Works or his Designee may, at his or her sole discretion, reduce the permitted number of Devices in the case of demonstrated noncompliance and/or nonperformance by Operators.

3.3 Permit Information

3.3.1 Fees

Application Fee	\$5,000	Non-refundable; used to cover the cost of processing the Pilot Program permit application.
Pilot Permit Fees	\$35,000	Used to cover the cost of Administration of the Pilot Permit Program. Fees shall be due prior to issuance of permit.
Pilot Device Fee	\$130/Device	Device fee must be received by County prior to deployment by Operator.

Discounted Device Fee	\$65/Device	Discount applies to the number of Devices deployed and maintained in the County's most disadvantaged communities, as defined by the California Healthy Places Index (HPI) score in the 25th percentile or lower. The discount represents a 50 percent reduction. Device fee must be received by County prior to deployment by Operators.
Public Right-of-Way Fee	\$1/Device/day	Public Right-of-Way use fee, to fund safety enhancements and/or traffic safety education, in support of the Pilot Program.

If permanent docking stations or other structures are proposed within public right-of-way, each site shall require additional review deposits and permitting.

- a) Permit fees are assessed to recover costs incurred to implement the Pilot Program.
- b) Applicants shall pay \$5,000 for a Permit Application Fee for the Pilot Program.
- c) Applicants shall pay \$35,000 for a Pilot Permit for the Pilot Program.
- d) Applicants shall pay a program administrative fee of \$130/Device to the County or \$65/Device in the County's most disadvantaged communities.
- e) Applicants shall pay a Public Right-of-Way fee of \$1/Device each day.
- f) Any fees arising from the need for County crews to relocate or remove a Device from any location where a Device is prohibited under this permit shall equal the Los Angeles County Public Works Maintenance Laborer hourly rate plus any additional storage/impound fees.

3.3.2 Duration

Pilot Program permits are valid for the 12-month duration of the Pilot Program. If the Pilot Program duration is extended, then additional permit fees must be paid at a pro-rated amount for the extended duration. The County may, in its sole discretion, modify the Pilot Program in duration, scope, and requirements based on the information it collects from the Pilot Program.

Operators must renew their Pilot Program permits annually. The County may, in its sole discretion, adjust Permit requirements to accommodate changing technology, needs, and priorities.

3.3.3 Modifications

The County may, in its sole discretion, amend, modify, or change the terms and conditions, in part or in whole, of the Pilot Program. The changes may be necessary to adjust to changing technologies, needs, priorities, and Operators compliance issues. Modifications may include additional permit or licensing requirements, regulations, or fees to be paid to the County in connection to the Pilot Program.

3.3.4 Non-transferability

a) An Operator may not transfer a Pilot Program Permit to another party or entity without the County's prior written consent.

3.4 Device Specifications

- a) All bicycles shall meet the safety standards outlined in International Standards Organization 43.150 – Cycles, as well as the standards outlined in Code of Federal Regulations Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. In addition, all bicycles shall meet the standards established in CVC Section 21201, including for lighting during operation in darkness.
- b) Electric Bicycles shall be "Class I" or "Class II" Electric Bicycles only, as defined in CVC Section 312.5. Additionally, the County may, in its sole discretion, temporarily revoke or terminate any permit issued under this Pilot Program if the County determines the battery or motor on an electric-assist bicycle is unsafe for public use.
- c) An Electric Scooter shall be any two-wheeled Device, as defined in CVC Section 407.5, that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor, as defined in CVC Section 407.5. This Device may also have a driver seat that does not interfere with the ability of the rider to stand and ride, and may also be designed to be powered by human propulsion.
- d) Electric Scooters shall be incapable of reaching a top speed of greater than 15 mph. The County may, in its sole discretion, revise the maximum speed based on collision and injury data.
- e) Electric Bicycles shall have visible language that notifies the Customer that:
 - Helmet use is encouraged while riding an Electric Bicycle;
 - Riders shall yield to pedestrians; and
 - When riding on the street, follow the rules of the road, and all motor vehicle laws and ordinances in the County. This includes scooters cannot be ridden on roads with a speed limit greater than 25 miles per hour, unless there's a Class II or Class IV bike lane, at which point the motorized scooter can only be ridden within the bike lane, as defined in CVC Section 21235(b).
- f) Electric Scooters shall have visible language that notifies the Customers that:
 - Customers are encouraged to wear helmets when operating an Electric Scooter;
 - Riders shall yield to pedestrians;
 - When riding on the street, follow the rules of the road, and all motor vehicle laws and ordinances in the County;
 - "No Riding On Sidewalks" (minimum 48-point font) located on the platform of every scooter; and
 - Customer must be a minimum of 18 years old with a valid Driver's License to operate a Device.
- g) Electric Scooters and electric bikes shall always have front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at

- night. Front and rear lights shall stay illuminated for at least 150 seconds after the Device has stopped.
- h) Every Device shall have a unique identifier that is readily visible to the Customer or any member of the public. Operators shall provide easily visible contact information, including the toll-free phone number and e-mail address, on each Device for the Customers or the members of the public to make relocation requests or to report other issues with the Devices.
- i) Each Device shall be equipped with an onboard GPS device capable of providing real-time location data in accordance with the specifications described in the "Data Sharing Requirements" Section of this application.
- j) Operators shall not display third-party advertising on its Devices.

3.5 System Design and Distribution

- a) The County prefers a connected shared mobility system that increases the accessibility of other modes of transportation and builds upon a cohesive regional transportation network. Operators that provide a system which can interact with other modes of transportation, such as public transit, car-sharing services, ride hailing services, and existing bike-sharing systems, are preferred.
- b) Operators shall work in a cooperative manner with the existing and emerging multi-modal transportation systems, including, without limitation, car-sharing services, transit services, Metro, and other bike-sharing systems. Operators shall provide to Customers a map of the County, including existing bike infrastructure, for enhanced navigation.
- c) Operators shall have a system operations strategy that provides an equitable distribution of Devices, to ensure Devices are available and accessible throughout neighborhoods, commercial areas, and key destinations throughout the County Unincorporated Areas. Operators shall limit the excessive concentration of Devices in congested areas. Operators shall provide adequate ground operations to ensure the safe, accessible, and responsible placement of Devices. Operators shall describe, in writing, to the County their strategy for the deployment of Devices prior to any issuance of Pilot Program Permit and shall continue to provide information and documentation regarding their strategy and efforts for the deployment of Devices with the County throughout the duration of the Pilot Program, or as requested by the County.
- d) The System design must:
 - Identify equitable Device deployment locations that adequately distribute Devices and minimize over-concentrations in high demand locations.
 - Equitably distribute and rebalance, on a daily basis, Devices within each County Unincorporated Area subregion.
- e) Operators shall implement parking confirmation and notification systems to reduce poor parking behavior through incentives or disincentive programs. Operators shall work with the County to create systems for Operators employees (permanent or contracted) and agents and Customers to utilize designated parking areas in the public right-of-way using geofence or equivalent technology.

- f) Operators shall work with County and FCD to prevent Devices from parking within FCD right-of-way, through the use of geofencing or equivalent technology. Operators shall create and implement the limits in accordance with FCD direction.
- g) At the sole discretion of the County or FCD, additional operating zones may be permitted and established including locations within County or FCD facilities, County or FCD-owned land, parks, publicly accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the Customer through signage approved by the respective entity and/or through the Operators mobile and web application.
- h) Operators shall inform, direct, and incentivize Customers to return equipment to predesignated deployment locations or drop zones.
- Operators shall properly manage end-of-life disposal of hazardous components including batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts.
- j) Operators shall implement system-wide, location-based speed reduction strategies in designated areas of the County and for special events. Areas that require location-based speed reduction shall include public parks and shall be created to notify Customers of the prohibition of use in those areas and increase compliance with the prohibition. Speed reduction, immobilization, and geofenced no parking areas might be required for special events.

3.6 Parking

Parking of Devices on public sidewalks must not a) adversely affect the streets or sidewalks; b) inhibit pedestrian movement, including people with disabilities; c) create conditions that threaten public safety and security; or d) block access to properties.

- a) Operators shall ensure their Devices are walked on the sidewalk and parked in the landscape/furniture zone of the sidewalk, preferably attached to a bicycle rack or in another area specifically designated for bicycle parking. Operators shall inform Customers on how to properly park a Device.
- b) Every Device shall be equipped with either a locking mechanism to lock to a fixed object preferably a bicycle rack, but not any street sign posts; or, alternatively, smart technology equipment to prevent theft, technology identifying that Device is upright and properly parked, and GPS tracking. However, the County may require Operators to include a locking mechanism.
- c) Operators shall remove Devices from the County right-of-way or waterbody (harbor, flood control channel, ocean, etc.) within 24 hours of GPS indication that the Device is not properly parked or is in a water body.
- d) Operators shall remedy Devices which are parked incorrectly or are inoperable within two (2) hours from when a request was made from 7am to 10pm daily.
- e) All dockless Devices shall be equipped with technology that prevents customers from ending a ride if the Device is not standing upright.
- f) Operators shall ensure their Devices are not parked in a manner that impedes the regular flow of travel in the County right-of-way, or in a manner that impedes the

clearance on sidewalks needed for ADA compliance. Legal parking includes the landscape/furniture zone and any bicycle rack located in the County right-of-way. In addition, Operators should ensure their devices are not placed in any manner that would impede emergency, County, Flood Control District or utility vehicle access, or obstruct any designated fire lanes.

- g) Restrictions to eligible parking zones on sidewalks shall be as follows:
 - Devices shall not be parked at the corners of sidewalks or at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility;
 - Devices shall not be parked on blocks where the landscape/furniture zone is less than three feet wide, or where there is no landscape/furniture zone;
 - On blocks without sidewalks, Devices may be parked if the travel lane(s) and six foot pedestrian clear zone are not impeded;
 - The County may designate certain areas where dockless parking is prohibited;
 - The County may remove any Device parked in one location for more than five consecutive days without moving, and store the Device at a County facility at the expense of the Operators. The County shall invoice the violating Operators for fees incurred;
 - Devices shall not be parked in the landscape/furniture zone adjacent to or within:
 - · Parklets:
 - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - Permitted construction zones:
 - Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps:
 - Red curb zones:
 - Entryways: or
 - Driveways.
- h) Devices shall be upright when parked.
- i) Devices shall not be parked within 25 feet of curb ramps.

3.7 Maintenance and Operations

Operators shall ensure that all Devices in their fleet are in good working order, clean, and safe to operate for a wide range of Customers. Operators shall share their system maintenance strategy and process with the County prior to the approval of permits, and upon further request by the County. Maintenance by Operators shall include:

- Regular Device inspection for wear and tear, and stress-based damage that could lead to failure.
- Maintenance and repair consistent with, or exceeding, manufacturer's recommendations.
- Immediate replacement of worn or damaged parts.
- A strategy for maintaining electric batteries, both for daily use and for long-term replacement.

Operators shall keep organized written records of all maintenance performed for each Device, which the Operators shall promptly make available to the County upon written request.

Operators shall remove inoperable and/or unsafe Devices from the County right-of-way within 24 hours, including in instances in which the Device is inoperable due to insufficient battery power, communications failure, or other systems and software failures. Operators shall remove or make unavailable all Devices that are inoperable and/or not safe to operate, via Device lockdown. Operators shall be responsible for reimbursing the County for fees incurred for County crews to relocate or remove the Device. The fees shall equal the County Public Works Maintenance Laborer hourly rate plus any additional storage/impound fees. An Operatos failure to remit fees to the County shall constitute grounds for suspension or revocation of permits at the sole discretion of the County.

Operators shall reimburse the County for any and all costs the County incurs for addressing or abating Operators violations of the Pilot Program permit, or repairing or maintaining public property relative to conditions created by the Operators and/or its users. Operators shall reimburse the County for such costs within 30 days of receipt of an invoice describing the County's costs.

No Device maintenance activities shall occur in the public and/or the County right-of-way.

3.8 Events and Emergencies

Operators shall be prepared to work with the County in the case of emergencies or special events to prioritize the safety of Customers and respond to the County's concerns. Operators may be asked to participate in a plan for special event operations. For example, Operators shall be prepared to work with the County on modified operations during County identified special events by adjusting deployment plans, providing additional field and/or operations staff, relocating Device parking, modifying Customer access, and informing Customers about system changes. At large events, such as in Marina Del Rey, Operators will attend the start and end of events to direct Device traffic, assist riders with where to park, and pick up vehicles post event.

Operators shall assign a program liaison for the duration of the Pilot Program and supply the County with that person's contact information a week before the pilot launch. An organizational chart of the Operators team, including contact information, must also be provided during this time. The assigned liaison shall be available at all times to promptly

respond to County staff's requests. The liaison may identify an off-hours alternate, or reassignment with at least five (5) days notice to the County.

Operators shall cooperate with public safety personnel in case of emergencies and comply with agreed upon operation plans for special events. Operators are expected to proactively communicate with Customers during events and emergencies. Operators shall provide County public safety personnel with prompt access to real time Device data during emergencies and requested events. Operators must actively engage with County staff to resolve issues and to develop solutions to improve service performance throughout the duration of the Pilot Program.

For Devices on public property, the County may require Operators to temporarily move Devices to a nearby location if the approved location needs to be used for an emergency, an event, construction, or public purposes. The County may, at its sole discretion, move Devices for these purposes.

3.9 Customer Engagement

Operators shall engage with Customers to protect the safety of Customers and all roadway users. Engagements should include virtual (online, video, and other digital media), physical, and in-person methods. Regular, repeated, and interactive engagement is strongly encouraged, as well as the use of effective and creative methods of reaching people. Engagements should consider the needs and concerns of Customers as well as non-Customers of the system. Engagements should reflect values consistent with the community, including but not limited to, safety, civic/civil engagement, mobility options, sustainability and well-being, and encourage behaviors consistent with those values.

Operators of shared scooter systems shall implement a driver's license validation system to ensure compliance with California State law. The system shall include periodic revalidation, and a method for performing driver's license validation on any Customers who signed up prior to the validation system being in operation.

3.10 Education and Outreach

Operators shall conduct education and outreach, which shall be oriented to the community at large to reach both Customers and non-Customers of the system. Education and outreach should include virtual (online, video, and other digital media), physical and in-person methods, and must commence within seven (7) days of deployment of Devices by Operators. Regular, repeated, and interactive education and outreach are strongly encouraged, as well as the use of effective and creative methods of reaching people. Education and outreach should consider the needs and concerns of customers as well as non-Customers of the system.

At the time of rental, Operators shall educate Customers about safety rules and regulations. Operators shall provide information to Customers regarding how to operate the Device safely and informing Customers that they are required to:

- Obey all applicable CVC and Los Angeles County Code requirements;
- Stay off sidewalks;
- Ride in a manner that is safe and courteous to others;
- Park in appropriate locations;
- Park in an appropriate manner; and
- Pay associated penalties for violation of any of the above.

Operators shall provide prompt and responsive customer service enabling Customers and members of the public to ask questions, report damaged devices, improper parking, or noise, request refunds, or otherwise receive support.

Operators must prominently display customer service contact information on the Device, including, without limitation, telephone number, email address, and website location on each Device. Prominent display must include easily visible placement and a text size that is easily readable from a distance of at least three feet.

3.11 Equitable Access

In addition to equitable Device distribution, it is desirable that the Operators offer a means of accessing Devices that do not require the use of a smartphone and/or access to a credit or debit card, to better serve the County's disadvantaged communities.

The County's most disadvantaged communities are identified by the California HPI tool (https://healthyplacesindex.org/) by having a HPI score in the 25th percentile or lower.

3.12 Data Sharing & Reporting

Operators shall provide accurate data through a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification (https://github.com/NABSA/gbfs). It is desirable that Operators make the API endpoint available to the public for viewing data, querying data, and mapping. Operators shall not change the API URL without notifying the County with at least 30 days prior notice in writing.

County reserves the right to share data collected with third parties to process and analyze data and to use it for County program planning and operations purposes.

3.12.1 Mobility Data Specification (Specification)

Operator shall provide a County-accessible API that provides the data outlined within, and meets the Specification of the County as published online at http://github.com/CityOfLosAngeles/mobility-data-specification.

Any Specification compatible API must expose data where:

- The trip starts in the County Unincorporated Areas; or
- The trip ends in the County Unincorporated Areas; or

- GPS telemetry data shows the trip passing through the County Unincorporated Areas; or
- A direct path between trip start and trip end intersects the County Unincorporated Areas.

The County may, in its sole discretion, release subsequent versions and/or updated versions of the Specification and require Operators to use the most current version by releasing an automatic update and/or disabling support for the previous version.

The County may, in its sole discretion, use all data Operators provides in accordance with the Specification, including, but not limited to, displaying real-time data and real-time Device availability data to the public.

Operators shall not change the API URL without notifying the County with at least 30 days prior notice in writing. Operators shall provide a standardized dashboard interface to support the County in viewing data, querying data, and mapping.

Operators shall protect Customer personal information and anonymize data regarding Customer personal information. Summarized program performance information in memos or updates may be shared with the public. Operators shall protect detailed data to the full extent required by applicable law.

Notwithstanding the returned results of any of the Mobility Data APIs, Operators shall comply with the County's Pilot Program requirements listed herein.

3.12.2 Reporting

Operators shall assist and participate in the formal evaluation of the Pilot Program, including provision of data and information to inform subsequent County ordinances and programs.

Raw data supplied by Operators shall be held confidentially between the County and Operators in such a manner as may be required by applicable law. However, summaries, program utilization data, and trend data may be made public as permitted by applicable law.

Personally Identifiable Information on Customers collected by Operators may not be transmitted to, processed, or stored at a destination outside of the United States.

The County may use all data Operators provide in accordance with the Specification including, without limitation, displaying real-time data and real-time Device availability data to the public. Third parties may republish any data the County publishes in accordance with applicable law.

During the Pilot Program, Operators shall distribute to their Customers a County-provided Customer survey at a maximum frequency of quarterly.

Operators shall provide a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification (https://github.com/NABSA/gbfs). Operators may not change the API URL without notifying the County in writing at least 30 days in advance. Operators shall make the API endpoint available for public consumption.

Operators shall be responsible for closing out the County's *The Works* Service Request tickets within 24 hours, or sooner from receipt of complaint.

Operators failure to respond to open Service Requests shall be grounds for the County, at its sole discretion, reducing the Operators existing fleet size and/or revoking its Pilot Program Permit.

3.12.3 System Reports

Operators shall provide weekly anonymized data reports to the County for the following County-level data in the Unincorporated Areas:

- Total users in system by day, week and month;
- Trip number by day, week and month:
- Detailed, aggregate trip origin/destination information;
- Trip length and time;
- Hourly fleet utilization with trip origin or destination in the County Unincorporated Areas;
- · Hourly Device quantities within County Unincorporated Areas;
- Weekly summaries of trip numbers by County Unincorporated Areas;
- Maps showing locations of origin and destination trips;
- Weekly summaries of all complaints received by the Operators in the County Unincorporated Areas;
- Weekly status and summaries of how and when the complaints were resolved:
- Maintenance schedules and logs; and
- Collision data.

The County, in its sole discretion, may elect to adjust the reporting time frames.

3.12.4 Surveys

Operators shall survey Customers within the first three months, and every six months subsequently, to provide information to the County for future planning. Survey questions shall include asking Customers what mode of transportation was replaced for the use of an On-Demand Personal Mobility Device. Survey questions shall be consistent among Operators and determined in coordination with the County.

3.12.5 Use of Data

Operators shall follow all applicable local, state, and federal laws with respect to personally identifiable information and credit card information. It is strongly preferred that Operators do not resell or monetize Customers' personally identifiable information. If Operators engage in such a practice, then Operators shall ensure that: a) the Operators clearly and transparently communicates this practice to Customers before

Customers provide any personally identifiable information to Operators, and b) Operators provide Customers with a clear and easy means of opting out if they do not want Operators to sell or otherwise monetize their data. Auto renewal billing procedures should comply with all applicable local, state, and federal laws.

3.12.6 Data Security

Operators shall provide a Privacy Policy that firmly safeguards Customers' personal, financial, and travel information and usage including, without limitation, trip origination and destination data. Operators shall employ an electronic payment system that is compliant with the Payment Card Industry (PCI) Data Security Standards (DSS). Each transaction shall include the Device's identification number. Operators shall provide their most recent third-party PCI audits to the County on a quarterly basis.

On at least a monthly basis, Operators shall provide the County with aggregate Customer demographic data gathered by the system application using an anonymized key that does not identify individual Customers, payment methods, or their individual trip history. The County may, at its sole discretion, use a third-party researcher to evaluate this program. Data will be shared confidentially with the third-party researcher only for purposes of the evaluating or enforcing the requirements in this permit.

Operators shall protect personal data using industry accepted encryption. Operators shall obtain Customer permission in writing or electronically before sharing personal data regarding the Customer with a third party.

3.12.7 User Protections

Operators shall employ an electronic payment system that is compliant with the PCI DSS.

Operators shall provide a Privacy Policy that firmly safeguards Customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Operators shall promptly make its policies, procedures, and practices regarding data security available to the County, upon request. The County may, at its sole discretion, retain a third party to perform a security audit midway through the Pilot Program Permit term, or at any time the County determines, in its sole discretion, that an audit is warranted.

Operators shall provide Customers with an opportunity to explicitly assent to Operators privacy policy, terms of service, and user agreements. Separately, Operators shall provide Customers with the ability to decline sharing any data not required to enable Operators to process and complete the transaction. Operators shall clearly state in a manner easily accessible by customers, the customer's options in regard to these customer data requirements.

Operators shall produce a Privacy Policy that fully complies with all applicable requirements of the California Online Privacy Protection Act (CalOPPA) and any applicable data protection laws applicable to minors. Operators shall collect, store, and use personally identifiable information only to the extent absolutely required to provide a powered Device transportation service and always in compliance with applicable law. For purposes of this Pilot Program

Permit, "personally identifiable information" and "personal data" shall be defined in the same manner as by CalOPPA. Without limitation to other permitting provisions requiring anonymized origin/destination and route data for solely public purposes set forth by the County, Operators shall not make any personal data of program participants in the County available to any third-party advertiser or other private entities, including any another entity that may be affiliated with or jointly owned by the entity that owns Operators.

Operators shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy. Operators shall provide a reasonable opportunity for Customers to explicitly assent prior to any changes to its data practices, including uses of data Operators collected under a prior policy.

Operators shall not collect or sort Personal Data according to race, gender, religion, national origin, age, or sexual orientation except for survey data collected on an opt-in basis and for a public purpose expressly required by the County. Operators may not deny service to any user on the basis of their refusal to provide any such Personal Data.

Operators shall disclose to the County any and all existing data sharing agreements. Operators shall notify the County in advance of any prospective partnership, acquisition, or other data sharing agreement. Operators shall not engage in, or facilitate, any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

Section 4 General Requirements

4.1 Operators Responsibilities

- a) Operators seeking to participate in the Pilot Program shall comply with all applicable Federal, State, and local laws, rules, regulations, and policies. Noncompliance may result in cancellation, suspension, or revocation of Pilot Program Permit, at the County's sole discretion.
- b) Operators shall be in compliance and in good standing with tax payments to all applicable taxing agencies. Operators failure to do so may constitute grounds for revocation or nonrenewal of the Pilot Program Permit, at the County's sole discretion.
- c) In rendering service hereunder, Operators shall be, and remain, an Independent Contractor. Any amounts payable hereunder shall be paid by Operators in gross amount, without reduction for penalties, taxes, or charges. Operators shall be responsible for assuming any and all applicable federal or state withholding taxes, estimated tax payments, or any other fees or expenses whatsoever that may be required by law.
- d) The County may monitor the degree to which Customers comply with applicable laws, particularly related to riding on sidewalks and safe parking of on-demand mobility. If the County, in its sole discretion, determines that Operators is not sufficiently compliant with applicable laws, the County may require that Operators implement additional measures, or, alternatively, the County may revoke the permit.

4.2 Indemnification

Operators shall defend, indemnify, and hold harmless the County, the FCD, its Supervisors, directors, officers, elected or appointed officials, employees, agents, and volunteers from, and against, any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind, nature, or liability of any kind or nature including civil, criminal, administrative, or investigative) arising out of, in connection with, or which are in any way related to, the County's issuance of, or decision to approve, the Operators Permit, the process used by the County in making decisions related to the Operators Permit, the Operators participation in the Pilot Program, the Operators (including its officers, managers, employees, contractors, subcontractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operators (including its officers, managers, employees, contractors, subcontractors, agents, and volunteers) or its Customers, or any bodily injury, including death, or property damage arising out of, or in connection with, any use, misuse, placement or misplacement, including, without limitiation, placement or misplacement resulting in alleged violations of the ADA, of Operators Device, of property or equipment by any person, any unauthorized use or disclosure of Customer data, and any violation or infringement of intellectual property rights, except for such loss or damage which was proximately caused by the sole negligence and willful misconduct of the County. Operators shall conduct all defenses pursuant to this section at Operators sole cost and expense, and County shall reasonably approve selection of the counsel to represent County as proposed by Operators. Operators obligations under this section shall apply to all claims and liability regardless of whether any insurance of Operators, its affiliates or other parties provides coverage applicable thereto. The policy limits of any insurance of Operators, its affiliates, or other parties shall not limit the obligations of Operators herein, including, without limitation, the amount of indemnification to be provided by Operators. The existence of any indemnification agreements, expressed or implied, between Operators, contractors, subcontractors, affiliates, and other third parties, shall not limit or delay the obligations of Operators herein, including, without limitation, Operators indemnification obligations under the Pilot Program. The provisions of this section shall survive the termination of the Pilot Program Permit.

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

AMENDMENT/INTERPRETATION OF THIS PERMIT. This Pilot Program Permit represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The County, at its sole discretion, may amend any term or condition of this Pilot Program Permit during the Pilot Program. This Pilot Program Permit

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

CALIFORNIA PUBLIC RECORDS ACT (PRA) INDEMNITY LANGUAGE. Operators shall defend, indemnify, and hold harmless the County, the FCD, its Supervisors, directors, officers, elected or appointed officials, employees, agents, and volunteers from, and against, any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind, nature, or liability of any kind or nature including civil, criminal, administrative, or investigative) arising out of, in connection with, or which are in any way related to, the County's refusal to disclose Company's trade secrets, other technical or financial information, or Company's personally identifiable customer data, to any person making a request pursuant to the State of California PRA (California Government Code Section 6250 et seq.). The County shall notify Operators of any 1) communication to the County challenging the County's refusal to disclose Operators information, and 2) any complaint or petition to the court challenging the County's refusal to disclose Operators information. Further, should Operators choose to intervene in any court action relating to the County's refusal to disclose Operators information, the County shall not oppose Operators motion to intervene. Operators shall be discharged of its obligations to the County under this provision in any circumstance where Operators provide written confirmation to the County that 1) all of the requested records at issue are not Operators trade secrets, technical, financial, or other similar information or personally identifiable customer data, and 2) the County may release said records to the requester.

4.3 Insurance Requirements

- a) Operators shall have commercial general liability insurance, including contractual liability and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A or better in Best's Insurance Guide (or an alternate guide acceptable to the County and the Department if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than FIVE MILLION DOLLARS (\$5,000,000) for injury or death to one or more persons out of each accident or occurrence and FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage for each occurrence and TEN MILLION DOLLARS (\$10,000,000) in aggregate limits. Each policy shall name the "County of Los Angeles, Los Angeles County Flood Control District, and their officers, agents, and employees" as primary additional insureds.
- b) Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- c) Operators shall maintain an umbrella insurance policy providing coverage in excess of its primary general liability, employer's liability and automobile liability policies in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per

- occurrence. The umbrella insurance policy shall name the "County of Los Angeles, Los Angeles County Flood Control District, and their officers, agents, and employees" as additional insureds.
- d) Operators shall maintain automobile insurance or automobile equivalent line of insurance for Devices, 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 "County of Los Angeles, Los Angeles County Flood Control District, and their officers, agents, and employees" as primary additional insureds.
- e) Operators shall maintain a privacy/network security/cyber security insurance providing coverage against liability for 1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), 2) system breach, 3) denial or loss of service, 4) introduction, implantation, or spread of malicious software code, and 5) unauthorized access to or use of computer systems with limits not less than FIVE MILLION DOLLARS (\$5,000,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy. This policy shall name the "County of Los Angeles, Los Angeles County Flood Control District, and their officers, agents, and employees" as additional insureds.
- f) Operators shall have a performance bond of \$80/Device. The form of the bond shall be approved by the County, at its sole discretion. These funds shall be accessible to the County for costs that the County may incur for removing and storing improperly parked Devices, and/or if Operators fail to remove the Devices when its permit is terminated or expires. If Operators increase the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional Devices.

4.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) Additional Insured Status: The County, FCD, and their officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability (CGL) policy. CGL coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37).
- b) Primary Coverage: For any claims related to this Pilot Program Permit, the Operators insurance shall be primary coverage at least as broad as Insurance Service Office Form CG 20 01 13 as respects the County, FCD, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, FCD, and their officers, officials, employees, and volunteers shall be in excess of Operators insurance and shall not contribute with it.
- c) Notice of Cancellation: Each insurance policy required herein shall show that coverage shall not be canceled except after notice has been given to the County.

d) Waiver of Subrogation: Operators hereby grant the County a waiver of any right of subrogation which any insurer of said Operators may acquire against the County by virtue of payment of any loss. Operators agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by Operators, its employees, agents and subcontractors.

4.5 Self-Insured Retentions

Self-insured retentions shall be declared to and approved by the County. The County may, in its sole discretion, require Operators to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

4.6 Verification of Coverage

Operators shall furnish the County with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements shall be received and approved by the County before the permit is issued. Failure to obtain required documents prior to the permit issuance shall not waive the Operators obligation to provide them. The County may, in its sole discretion, require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

4.7 Failure to Maintain Insurance Coverage

Operators failure, for any reason, to maintain insurance coverage which is required by this Pilot Program Permit shall be deemed a material breach of all Permit. The County may, in its sole discretion, revoke the Pilot Program Permit and obtain damages from Operators resulting from said breach in accordance with applicable law.

4.8 Enforcement and Termination Grounds

The enforcement program will include an escalated enforcement strategy which, in most cases, will begin with the County issuing a written warning/advisement to comply to the Operator without being subjected to fines/penalties. In some cases, depending on the nature of the violation, enforcement could begin with the imposition of fines/penalties in accordance with local law. However, the enforcement program will seek to obtain voluntary compliance by the responsible party(ies). Enforcement will be balanced and fairly applied.

In the event that the County revokes, suspends, or denies a Pilot Program Permit, Operators shall remove all Devices and any associated equipment from the County

right-of-way, FCD property, and participating private properties within 72 hours from notification by the County. Pilot Program and Permit related fees will not be refunded.

If Operators falsify data or the County determines an Operator is dishonest in its reporting, the County, in its sole discretion, may revoke the Pilot Program Permit. If the County revokes a Pilot Program Permit in such a manner, Operators shall not have an opportunity to reapply for another Permit during the duration of the Pilot Program.

- a) If Operators fail to meet Device parking standards on a monthly basis, the County, in its sole discretion, may revoke the Pilot Program Permit.
- b) Grounds for terminating Pilot Program Permits include, without limitation:
 - Failure to meet the terms and conditions set forth in the Pilot Program Permit and/or the Rules and Guidelines;
 - Failure to put Devices into service within 30 days;
 - Failure to share data:
 - Failure to abide by the Specification; and
 - Failure to move Devices located outside of the defined geofenced area.
- c) In the event an Operator is no longer willing or able to operate within the County, the Operator shall provide the County with written notice, at least 14 days in advance of the Operator ceasing operations in the County, unless the new operational end date is 14 days or less before the date in the Permit. Once an Operator voluntarily ceases operations, its Permit is voided, and the Operator must remove all of its Devices and associated equipment from County highways within 14 days. Pilot Program and Permit related fees will not be refunded.
- d) The County may, in its sole discretion, terminate a Pilot Program permit issued, with or without cause, in whole or in part, at any time, by written notice to the Operators.

4.9 Waiver

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

4.10 Liquidated Damages – Forfeiture

As actual damages would be difficult, if not impossible to determine, the penalty for an Operators noncompliance with any provision of the Rules and Guidelines and other permit issuance requirements may result in termination of all or one Pilot Program Permits, at the sole discretion of the County, without refund, reimbursement, or adjustment of any and all fees paid to the County as of the date of forfeiture for the breach. Determination shall be a written notice from the County to Operator.