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## 2023-2024 POWERED SCOOTER SHARE PROGRAM PERMIT

June 30, 2023

Brit Moller  
**Skinny Labs Inc. dba Spin**  
2 Embarcadero center, WeWork, 8 floor  
San Francisco, CA 94111

Dear Brit Moller,

The SFMTA is extending Spin’s Powered Scooter Share Program permit term by one year to June 30, 2024, pursuant to the SFMTA Board Resolution No. [230418-034](#) adopted on April 18, 2023. This letter and its attachments constitute the 2023-2024 Powered Scooter Share Program Permit No. “4”. Please review the updated Permit Terms and Conditions below and attached, and agree and accept by signing below.

### I. Permit Conditions

Permittee agrees to comply with the SFMTA Powered Scooter Share Program Permit Terms and Conditions, and Appendices 1 through 6, as attached.

### II. SFMTA Contact

Permittee agrees to contact Danny Yeung ([Danny.Yeung@sfmta.com](mailto:Danny.Yeung@sfmta.com)) with any changes to Permittee’s designated points of contact information.

### III. Permit Term

This permit is valid in the City and County of San Francisco from July 1, 2023 at 12:00 am through June 30, 2024 11:59 pm.

### IV. Fleet Size

Starting July 1, 2023, Spin’s authorized fleet size is 2,750 devices, and may be adjusted pursuant to the Permit Terms and Conditions, and Appendices.

Agreed to and accepted on June 30, 2023 by duly authorized representative.

  
\_\_\_\_\_  
Kate Toran  
Director of Taxis, Access & Mobility Services, SFMTA

  
\_\_\_\_\_  
Brit Moller  
Skinny Labs Inc. dba Spin

### Attachments (Permit Terms and Conditions and Appendices)

San Francisco Municipal Transportation Agency    1 South Van Ness Avenue, 7<sup>th</sup> Floor    San Francisco, CA 94103    [SFMTA.com](#)

311 Free language assistance / 免費語言協助 / Ayuda gratis con el idioma / Бесплатная помощь переводчиков / Trợ giúp Thông dịch Miễn phí / Assistance linguistique gratuite / 無料の言語支援 / Libreng tulong para sa wikang Filipino / 무료 언어 지원 / การช่วยเหลือทางด้านภาษาโดยไม่เสียค่าใช้จ่าย / خط المساعدة المجاني على الرقم



## 2023-2024 Powered Scooter Share Program Permit

### Terms and Conditions and Appendices

Permittee agrees to abide by and comply with the Permit, Permit Terms and Conditions and Appendices set forth herein, Permit Application, and the Permittee's Application submitted on March 31<sup>st</sup>, 2021, in the operation and administration of Permittee's Powered Scooter Share Program. The Appendices, which may be updated from time to time, the Permit Application and Permittee's Application, particularly the plans and proposals submitted in Sections C-I, are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, the Permit, Permit Terms and Conditions, and Appendices, shall control over the Application and the Permittee's Application. In addition, any changes to the plans submitted in the Permittee's Application must be submitted in writing to SFMTA for approval. Unless otherwise defined, all capitalized terms in this Permit shall have the same meaning as defined in the Transportation Code, Division II. For purposes of this Permit, "Powered Scooter" or "scooter" both shall refer to Powered Scooters that are part of the Permittee's Powered Scooter Share Program.

Appendix 1 – Mobility Device Parking Requirements and General Guidelines

Appendix 2 – (Reserved)

Appendix 3 – Community Engagement Guidelines and Requirements

Appendix 4 – Data Reporting Guidelines and Requirements

Appendix 5 – Distribution Guidelines and Requirements

Appendix 6 – Sustainability Guidelines and Requirements

#### General Requirements

1. Possessory Interest. Applicant acknowledges that any Permit issued may create a "possessory interest" for property tax purposes. Generally, a possessory interest is created if the Permit entitles the Permittee to possession, occupancy, or use of City property for private gain or benefit.
2. Permittee shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City, state, and federal laws in any manner affecting operation under this Permit, including but not limited to the San Francisco Transportation Code, the California Vehicle Code, and local wage requirements, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
3. Permittee shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Permittee, or loss of or damage to property, arising directly or indirectly from the activity authorized by the Permit,

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including, but not limited to, Permittee's use of facilities or equipment provided by City or others, and claims brought by customers of Permittee, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Permit, and except where such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Permittee, its sub-permittees or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Permit.

#### 4. Insurance Requirements.

- a. Required Coverages. Without in any way limiting Permittee's liability pursuant to the Indemnification section of this Permit above, Permittee must maintain in force, during the full term of the Permit, insurance in the following amounts and coverages:
  - i. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
  - ii. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
  - iii. Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
  - iv. Professional liability insurance, applicable to Permittee's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.
  - v. Permittee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.
  - vi. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

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1. Name as Additional Insured the City and County of San Francisco and SFMTA, its Officers, Agents, and Employees.
    2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
  - b. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages.
  - c. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three years beyond the expiration of this Permit, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.
  - d. Should any required insurance lapse during the term of this Permit, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Permit, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Permit effective on the date of such lapse of insurance.
  - e. Before commencing any Services, Permittee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.
  - f. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents and subcontractors.
  - g. If Permittee will use any subcontractor(s) to provide Services, Permittee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Permittee as additional insureds.
5. Permittee may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA and subject to the following:
- a. If the proposed subcontractor will manage devices in Permittee's fleet, Permittee must disclose the number of devices that the subcontractor will manage and the scope(s) of work it will perform when seeking approval from the SFMTA, and if approved, update this information, as needed, to the SFMTA in writing during the permit term.
  - b. Permittee must provide proof that the proposed subcontractor is insured in compliance with Section 4(g) above.
  - c. Permittee must ensure that any and all approved subcontractors comply with all of Permittee's applicable obligations and commitments, including but not limited to plans from Permittee's application incorporated by reference herein, related to the work the subcontractor performs.
  - d. Permittee is responsible for, and must supervise its personnel and all subcontractors, including independent contractors, who perform obligations under the permit.

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- e. Permittee must incorporate information regarding staff or the work performed by any subcontractors, as applicable, into its required quarterly and/or monthly compliance reporting to the SFMTA.
  - f. Any agreement made in violation of this provision shall be null and void.
6. Unless otherwise specified in these terms and conditions or appendices, Permittee shall provide compliance reports every quarter beginning at permit issuance to the SFMTA documenting the Permittee's compliance with these permit Terms and Conditions in a format determined by the SFMTA. Permittee shall certify that the reports are accurate and complete under penalty of perjury. The SFMTA may post these reports online. See also Section 72.
7. Permittee agrees to maintain and make available to the SFMTA, during regular business hours, accurate books and accounting records relating to its Powered Scooter Share Program. Permittee will permit the City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all materials and other data related to all matters covered by this Permit. Permittee shall include the same audit and inspection requirements in all subcontracts.
8. (Reserved)

### Program Requirements

9. Powered Scooters shall only be available to customers on an hourly basis, or in smaller intervals, and at rates which vary by duration of usage or by duration of usage and distance but are clearly and understandably communicated to the customer prior to scooter use. Permittee's pricing structure included in its application, is incorporated by reference. Permittee shall update the SFMTA, in writing via email, each time there is a change to the pricing structure, for any device type, including devices in the Complementary Adaptive Plan, as applicable.
10. Permittee will implement a targeted community outreach plan that complies with the Community Engagement Guidelines and Requirements, Appendix 3, at its own cost. Permittee shall keep, and provide to the SFMTA on a monthly basis, a record of any public feedback received in a manner as determined by the SFMTA with a specified format to be transmitted to the Permittee via email prior to permit issuance. Permittee's Community Engagement Plan, submitted in its application, is incorporated by reference.
11. During the term of the permit, the Permittee shall offer to its customers not less than one in-person or remote (if required by the City's declaration of local emergency regarding the COVID-19 pandemic) safety training class every quarter beginning at permit issuance. The safety training class must address safe scooter riding rules and inform customers that riding on sidewalks is illegal and may result in account suspension or revocation for the duration of the permit. The safety training class shall also inform customers of the Mobility Device Parking Requirements and General Guidelines.
12. Permittee will employ an electronic payment system that is compliant with the Payment Card

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Industry Data Security Standards (PCI DSS). Each transaction shall include the scooter identification number corresponding to the make and model of the scooter registered with the SFMTA.

13. Permittee will comply with the City's Zero Waste Policy with regard to disposal of scooters and scooter parts, including hazardous waste such as batteries, and disclose the number of scooters and scooter parts ending up in the City's waste stream, as specified in the Sustainability Guidelines and Requirements, Appendix 6.
14. Permittee will conduct a Life-Cycle Analysis (LCA) as specified in the Sustainability Guidelines and Requirements, Appendix 6, for each scooter model in its initial fleet, including adaptive models, and submit it to the SFMTA within three months of permit issuance.
15. Permittee will comply with its submitted labor harmony plan and update the plan if there is any change in conditions. Permittee agrees to notify the SFMTA of any changes to its labor harmony plan submitted with its application, which is incorporated by reference. Permittee will utilize the City's First Source Hiring Program, and coordinate with other community-based organization hiring programs as appropriate, in order to encourage direct employment of qualified and economically disadvantaged San Franciscans through the City's numerous community workforce partners. Permittees will submit a quarterly report disclosing the number of employees, status (e.g., W-2, full-time/part-time) and compensation, along with the number and percent of direct hires, staffing agency hires, and independent contractor hires.
16. Permittee is responsible for implementing and submitting to the SFMTA a maintenance, cleaning, staffing, and repair plan for approval by the SFMTA and Public Works. To the extent Permittee will use independent contractors to execute any part of the plan, Permittee shall educate and train such independent contractors on how to do so.
17. Permittee agrees to provide the SFMTA with a user account to monitor and ensure Permittee's compliance with the Terms and Conditions, policies, procedures, and application commitments with regards to the Permittee's mobile application and device operation. Permittee will allow access for the entirety of the permit term, and shall provide sufficient rider credit on this account such that at least five 5-minute rides can be taken each month. The account must have the same functionality as the account of a member of the general rider public would have. If the SFMTA finds that the account provided under this section does not have the same functionality as a paying rider, permittee will be subject to all available remedies, including as applicable, administrative penalties and/or permit revocation.

### Equitable Service Requirements

18. Permittee will maintain a multilingual website with languages determined by the SFMTA, a call center, and a mobile application customer interface that is available 24 hours a day, seven days a week. Permittee will make outreach materials available in languages determined by the SFMTA.
19. Permittee shall offer a one-year low-income customer plan that waives any applicable scooter deposit and offers a minimum 50% discount off rental fees, or a plan that offers unlimited trips under 30 minutes, to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal. Permittee will advertise the low-income plan as part of its targeted marketing, and during the first-time sign-up process (including in-app checkouts). Permittee will target the goal of having one low-income plan member for every two scooters authorized under this Permit. CalFresh, PG&E Care and Muni Lifeline eligibility are acceptable income verification proxies for low-income memberships. Permittee shall also offer a cash payment option that is clearly advertised and easy to use. Permittee's plan, submitted in its application, is incorporated by reference.
20. Mobile apps and other customer interface technology must be fully accessible to persons with disabilities and accessible to screen readers and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973 and the most recent version of the Web Content Accessibility Guidelines (WCAG).
21. Permittee agrees to adhere to Mobility Justice Requirements, which includes, but is not limited to: participation in SFMTA identified training or certification programs; SFMTA facilitated emerging mobility public-outreach efforts; and, a Community Engagement development program to address disparities in the transportation systems, directly informed by stakeholder needs.

### Distribution of Scooters

22. Permittee agrees to limit the total number of their scooters parked or in use in San Francisco (Permitted Scooters) to the number listed in the permit letter. Permitted Scooters are defined as scooters, including Adaptive Scooters, being rented or left on public property, whether they are available for hire, or whether they are unavailable due to needing recharging or other maintenance. Permittees must maintain more than 50% of their permitted fleet size of Permitted Scooters for 25 out of any 30 consecutive rolling days for the duration of the permit. In accordance with the Distribution Guidelines and Requirements, Appendix 5, Permittee shall deploy no more than 40% of Permitted Scooters within the Downtown Core at any time to prevent an over-concentration of scooters and to encourage availability in communities outside downtown with fewer mobility options.
23. Distribution of scooters shall adhere to the Distribution Guidelines and Requirements, Appendix 5, which identify service areas, percent coverage requirement, and distribution requirements in specific neighborhoods, including those classified as Communities of Concern by the Metropolitan Transportation Commission, to meet equity goals. The SFMTA reserves the right to require permittees to serve one or more of the neighborhoods in the Expanded Service Area, as defined in the Distribution Guidelines and Requirements.
24. Permittee agrees to limit the service area of where scooters are distributed, or where they are allowed to park, at the discretion of the SFMTA.
25. Permittee shall incorporate a minimum of one Adaptive Scooter device type, to be approved by

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SFMTA, as Permitted Scooters in its fleet.

- a. For purposes of the Permit, "Adaptive Scooter" is defined as a Powered Scooter that is adapted to expand access to people with various physical disabilities by including two or more of the following features: 1) three wheels; 2) seat; 3) basket. Adaptive Scooters must fit within the standard footprint of a bike rack.
  - b. Adaptive Scooters shall make up at least 5% of the Permitted Scooters in its fleet. SFMTA may consider a cap on the number of Adaptive Scooters in the fleet at any time.
  - c. Adaptive Scooters shall be available through the Permittee's application in the same manner as standard scooters.
  - d. The cost to rent an Adaptive Scooter must be equal to or less than the same use of a Permittee's standard scooter, including low income rates as applicable.
  - e. Adaptive Scooters must meet all Device Requirements applicable to other Permitted Scooters as set forth in the permit.
  - f. As with standard scooters, Permittee shall be responsible for educating their employees and users of Adaptive Scooters regarding state and local laws governing the safe operation and parking of scooters in San Francisco.
26. Permittee shall also concurrently pilot a Complementary Adaptive Plan if submitted with the application featuring additional adaptive device types and/or service models, pending approval by SFMTA, that will not be counted as Permitted Scooters. Permittee's approved adaptive device type must meet all requirements applicable to standard scooters, except for Sections 38 and 40 if necessary, or as otherwise noted in the Permit. Permittee may submit updated plans during the permit term subject to SFMTA approval. SFMTA may determine a floor and/or cap by fleet percentage or total number of adaptive devices in the Permittee's Complementary Adaptive Plan at any point during the permit term. Permittees must track and report on Complementary Adaptive Plan metrics, to be approved by SFMTA, on a monthly basis and, upon request, be able to provide additional verification on the process utilized or actual data reported.
27. Permittee shall apply geofencing specifications provided by the SFMTA to prohibit parking/locking scooters in specified areas or addresses, or to direct users to specified designated parking area (e.g., at an event venue), within one week of notice, and provide proof such as screenshots of the app showing this geofencing to the SFMTA via email.
28. During deployment and rebalancing, employees and/or contractors of the Permittee shall obey the following Operating Guidelines:
- a. *Muni priority*: Muni buses shall be given priority at and approaching or departing transit stops;
  - b. *Yield to Muni*: Where Muni or other public transit buses are approaching a transit stop and when safe to do so, Permittee's employees or contractors shall allow such buses to pass so they may stop at transit stops;
  - c. *Red and blue zones*: Vehicles operated by Permittee shall not stop or stand in Muni



stop “red zones” or accessible parking “blue zones”;

- d. *Active loading; No staging or idling:* Permittee’s employees and contractors shall only stage vehicles at locations in accordance with applicable parking laws and regulations;
- e. *Pull in:* Permittee’s employees and contractors shall pull support and rebalancing vehicles all the way up to, and parallel with, the curb for scooter loading and unloading, and shall not load or unload scooters in a vehicle or bicycle lane, or in a manner that impedes travel in these lanes;
- f. *Comply with all applicable laws:* Permittee’s employees and contractors shall comply with all applicable state, and local laws, including the San Francisco Transportation Code, and the California Vehicle Code. If the SFMTA in its sole discretion determines that a Permittee’s scooter distribution or collection activities are being performed in an unsafe manner or in violation of applicable parking and traffic laws, this determination shall be grounds for summary suspension or permit revocation, as applicable.
- g. *Provide contact info of key staff to SFMTA.* Permittee shall provide the SFMTA with a contact name, email address and phone number for staff that are responsible for rebalancing scooters in the Monthly Report, and update whenever a change in staff takes place.

#### Responsiveness Requirements

- 29. Permittee shall provide a 24-hour customer service phone number for customers and members of the public to report safety concerns, complaints, or ask questions. An intake form must also be accessible online which allows the public to report improperly operated or parked scooters by providing time, date, location, direction of travel if applicable, and the scooter’s identification number if available.
- 30. (Reserved)
- 31. Customers using Powered Scooters in the Permittee’s fleet will be provided with a mechanism to notify the Permittee that there is a safety or maintenance issue with the scooter. This mechanism shall not be the Permittee’s sole method of identifying safety or maintenance issues.
- 32. Any Powered Scooter that is parked improperly is subject to citation. Additionally, any Powered Scooter that is improperly parked or left standing or unattended on any sidewalk, Street, or public right-of-way under the jurisdiction of the SFMTA or Public Works shall be re-parked in a correct manner or shall be removed by the Permittee within two hours upon notification by the City.
- 33. Any inoperable Powered Scooter, or any Powered Scooter that is not safe to operate, shall not be available for rent and shall be removed from the right-of-way within 24 hours after

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notice from the City or verified notice from a user, and shall be repaired before the scooter is returned to revenue service. If such scooter is parked improperly, it is also subject to the preceding provision.

34. Permittee shall relocate or rebalance scooters within two hours of a request by the City. Permittee shall stop placing scooters or allowing contractors to place scooters in front of any address provided by the SFMTA, within 48 hours of notice.
35. Each scooter must undergo a maintenance check at least every two months. Graffiti on any scooter must be removed within 24 hours and inappropriate or profane language must be removed within 4 hours of being reported by permittee's employee or contractor, the City, or a member of the public. The Permittee shall maintain adequate documentation demonstrating compliance with these requirements and provide the SFMTA with this documentation upon request.

### Device Requirements

36. One sample of any scooter to be used under this program are to be made available for inspection by the SFMTA to verify scooters adhere to the device specifications any time a new scooter version, including any Adaptive Scooter model, is introduced into the fleet. The SFMTA will return vehicles to the Permittee following inspection. The emblem of the Powered Scooter Share Operator and a unique identifier shall be prominently displayed on the Powered Scooter. **The unique identifier shall be at least 1 inch in size.** The name and current contact information for the Powered Scooter Share Operator shall be visibly displayed on all Powered Scooters. Permittee also must provide SFMTA with clear sample photographs of any scooter design to be used in the program, including variants on colors or emblems.
37. All Powered Scooters shall meet the requirements set forth in California Vehicle Code § 21223.
38. All Powered Scooters shall have an integrated locking mechanism which cannot be removed using simple tools and which securely holds the scooter upright when parked at a bike rack or other fixed object as specified in the Mobility Device Parking Requirements and General Guidelines, Appendix 1. A combination lock will not be considered an integrated locking mechanism.
39. All Powered Scooters shall have a sticker with language stating "No Sidewalk Riding" affixed in a visible location and shall be at least 1 inch in size.
40. All Powered Scooters shall be equipped with an on-board GPS device capable of providing real-time location data to the SFMTA in accordance with the specifications described in the Data Reporting Guidelines and Requirements, Appendix 4.

### Safe Riding and Parking of Scooters

41. Permittee shall be responsible for educating their employees and Powered Scooter Share users regarding state and local laws governing the safe operation and parking of all Permitted Scooters that are part of its fleet in San Francisco. This shall include providing notification about key laws governing operation on each scooter.
42. Powered Scooters shall be parked standing upright and outside the path of travel in a manner consistent with the Mobility Device Parking Requirements and General Guidelines. The

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Permittee shall instruct customers how to park a scooter properly and comply with their Plan for Safe Scooter Riding & Parking, submitted in their application, which is incorporated by reference.

43. The Permittee shall develop mechanisms to deter their users from sidewalk riding, which may include issuing warnings, graduated monetary penalties, and/or suspensions from use. Permittee's Plan for Safe Riding Scooter Riding & Parking submitted as part of the application shall be incorporated by reference.
44. Permittee must distribute SFMTA-developed Public Service Announcement video(s), which the SFMTA will provide, in-app to all users.
45. Permittee shall offer users the option to report safety issues, including involvement in a collision, in app at the end of every ride.
46. Permittee shall inform users during the new user onboarding process and all other safety trainings (electronic and/or in-person) that scooters are not permitted aboard Muni vehicles or on Muni platforms.

### Endowment and Fees

47. If the SFMTA, Public Works, or any other City agency, department, or commission, including the City Attorney's Office, incurs any costs for addressing or abating any violations of law, including repair or maintenance of public property, the Permittee, upon receiving written notice from the City regarding such costs, shall reimburse SFMTA for these costs within thirty days. Any payment made pursuant to this paragraph shall not substitute for any installment payment otherwise owed or to be paid to the SFMTA.
48. Any Powered Scooter that is parked at one location for greater than 7 consecutive days may be removed by City staff and taken to a City facility for storage at Permittee's expense.
49. Permittee shall pay the fee as set forth in Section 902(d) of the Transportation Code, Div. II, to SFMTA for each permitted device to cover the cost of procurement and installation of bicycle racks to insure an adequate supply of bicycle parking (Bike Rack Fee), except to the extent that Permittee paid such a fee for its permitted fleet pursuant to its permit under the 2022-2023 Powered Scooter Share Program. In the case where Permittee paid the Bike Rack Fee for its permitted devices under a prior permit, Permittee will only need to pay the fee for any devices added to its permitted fleet as authorized by the SFMTA.

### Data Sharing Requirements

50. Permittee shall comply with the SFMTA's Real-time data requirements for stationless emerging mobility services and maintain a continuous feed of the required data at all times for scooters made available to customers as required by the Data Reporting Guidelines and Requirements, Appendix 4. Data feeds must be established and tested prior to issuance of permit.
51. Permittee shall provide the SFMTA with a continuous real-time data feed for all Permitted Scooters in their fleet through a documented application program interface (API) and on-board GPS devices installed on all Powered Scooters to the following specifications in accordance with Data Reporting Guidelines and Requirements, Appendix 4:
  - a. Permittee shall provide the required data feed.

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- b. Permittee shall implement changes to the required data feed within 45 days of SFMTA providing written notice and an update to Appendix 4.
  - c. Permittee shall maintain the required feed of the specified data at all times while the Powered Scooter is providing service to customers within the City.
  - d. Permittee is directly responsible for providing the API key to the SFMTA and shall not refer the City to another subsidiary or parent company representative for API access.
  - e. If a Powered Scooter becomes unable to provide the required data for any reason, Permittee shall not operate that Powered Scooter until data transmission is restored.
52. The SFMTA is permitted to use Permittee's API and display aggregated data.
53. Permittee shall distribute at least one customer survey annually prepared by the SFMTA to a survey population specified by the Agency. Permittee agrees to provide the SFMTA with a copy of the survey invitation email for review and approval prior to distributing survey and a copy of the survey results.
54. Permittee shall track and report the following metrics monthly to the SFMTA as specified in the Data Reporting Guidelines and Requirements, Appendix 4.
55. Permittee will keep a record of reported collisions broken down by severity as specified by the SFMTA. These records shall be sent to the SFMTA immediately and on a monthly basis.
56. Permittee shall keep a record of maintenance activities, including but not limited to the scooter identification number and maintenance performed, as specified by the SFMTA. These records shall be sent to the SFMTA upon request.
57. Permittee agrees that the SFMTA may use a third-party researcher to evaluate the Powered Scooter Share Program. Data will be shared with the third-party researcher only for purposes of the evaluating or enforcing the requirements in this permit.

58. Permittee shall share personally identifiable information in Permittee's possession about a Powered Scooter Share user with the City where there is an injury alleged to be related to a Powered Scooter, or a claim or lawsuit against the City and the scooter user may have information about, or responsibility for, the claim.

### Privacy Policy

59. Permittee must provide a Privacy Policy that safeguards customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Permittee agrees to make its policies, procedures and practices regarding data security available to the SFMTA, upon request, and further agrees that the SFMTA reserves the right to hire a third party to perform a security audit mid-way through the permit term, or at any time SFMTA determines that an audit is warranted.
60. Permittee must provide customers the opportunity to explicitly assent to any privacy policy, terms of service, or user agreements. Separately, customers must have the ability to decline sharing any data not required to enable the Permittee to process and complete the transaction. In addition, Permittee must include in its privacy policy a provision that the customer agrees that the Permittee specifically may provide the location data of the scooter the customer uses with the City and County of San Francisco as required by its permit.
61. Permittee shall provide a Privacy Policy that complies with the California Online Privacy Protection Act (CalOPPA), the California Consumer Privacy Act (CCPA), and any other applicable data protection law or requirements including those that apply to minors, and further, expressly limits the collection, storage, or usage of any personally identifiable information to the extent absolutely required to successfully accomplish the provision of a Powered Scooter Share transportation service. For purposes of this permit, "personally identifiable information," "personal information," or "personal data" shall be defined under applicable state law. Without limitation to other permitting provisions requiring anonymized origin/destination and route data for solely public purposes set forth by the City and County of San Francisco, permittee may not make any personal data of program participants in San Francisco available to any third party advertiser or other private entity, including another entity that may be affiliated with or jointly owned by the entity that owns Permittee.
62. Permittee shall not claim any legal right in its Terms of Use, Privacy Policy, or elsewhere to institute retroactive changes to its Privacy Policy and shall provide an opportunity for the customer to explicitly assent prior to any changes to its data practices, including uses of data Permittee collected under a prior policy.
63. Permittee may not collect Personal Data related to, nor sort Personal Data nor individual data subjects 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 set forth by SFMTA. Permittee may not deny service to any user on the basis of their refusal to provide any such survey information. The SFMTA shall consult the Human Rights Commission if it receives any complaints based upon any potential violations of this provision.
64. Permittee must disclose any and all existing data sharing agreements and must notify SFMTA in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee

may 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.

### Permit Revocation and Summary Suspension

65. The SFMTA will monitor Permittees' compliance with the permit Terms and Conditions and reserves the right to revoke or partially revoke a permit if one or more of these Terms and Conditions are not met, or if the permittee is found to have misrepresented any aspect of their application. In the event that a permit is revoked, the SFMTA may take action as appropriate, including deciding not to re-allocate the number of scooters in that permit, issuing a permit to the applicant with the next highest score, redistributing fleet size to the other existing permittee(s), or re-opening the application process. In addition, if Permittee has violated any statute, ordinance or regulation which would be a basis for revocation, the SFMTA may, in its discretion, refuse to issue a permit in the subsequent permit application evaluation.
66. The SFMTA reserves the right to revoke or summarily suspend a Powered Scooter Share Program Permit at any time upon written notice of revocation or summary suspension sent to both the Permittee's mailing and email addresses included as contact information in the Permit. The SFMTA reserves the right to terminate any permit issued if the permittee violates any terms of the permit or is found to have misrepresented any aspect of their application.
67. If a notice of revocation is sent, the Permittee agrees to surrender such permit in accordance with the instructions in the notice. In the event that the SFMTA revokes a Powered Scooter Share Program Permit, Permittee shall remove the Powered Scooter from the City right-of-way within five business days from the date the notice of revocation was mailed and emailed by the SFMTA to the Permittee.
68. In circumstances that pose an imminent or ongoing risk to public health or safety, the SFMTA reserves the right to summarily suspend a Powered Scooter Share Program Permit effective on the date the notice of summary suspension is mailed and emailed to the Permittee. The SFMTA shall state the public health or safety reasons that require summary suspension in the notice. In such circumstances, the Permittee shall be required to immediately remove the Powered Scooter from the City rights-of-way.
69. If the SFMTA determines in its sole discretion that the Permittee's users' failure to comply with applicable laws governing the safe operation and parking of any Permitted Scooters in its fleet, including but not limited to, laws governing operation on sidewalks, and parking requirements, has created a threat to public health and safety, such determination shall be grounds for summary suspension or revocation at the discretion of the Director.
70. If the Permittee wishes to contest the revocation or summary suspension of a permit, the Permittee may request a hearing in accordance with the SFMTA's hearing procedures on revocation and summary suspension.
71. A permit may not be assigned, novated, or transferred without the prior written approval of the Director of Transportation. For purposes of this paragraph, "transfer" shall include the sale or other exchange of 50% or more of the ownership or control of a permittee to a third party. The Director's approval of any such transfer is subject to the Permittee demonstrating to the SFMTA's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of

## SFMTA Powered Scooter Share Program Permit

Permittee's obligations under this Permit and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into this permit with the SFMTA; and (iii) subject to the jurisdiction of the courts of the State of California. Permittee shall immediately notify SFMTA of any changes to Permittee's corporate structure or ownership. Failure to do so shall be cause for revocation of the permit and any purported transfer made in violation of this provision shall be null and void.

72. Permittee acknowledges that this Permit and all records related to its formation and Permittee's compliance with terms and conditions are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and disclosure unless exempt from disclosure under federal, state or local law.

### Compliance with Applicable Law

Permittee represents and certifies, under penalty of perjury, that the permittee, any Powered Scooter Share Operator, and all Powered Scooters, are in compliance with all California Vehicle Code requirements, Powered Scooter Share Permit requirements, and Powered Scooter Share Operator criteria set forth in the City's Transportation Code, and any other applicable local, state, or federal law.

### Payment of Fees

A permit fee must be paid by the permittee before any permit may be issued. Failure to pay any applicable annual/renewal fee shall result in termination of any existing permit. In addition, the Permittee shall provide sufficient evidence to demonstrate payment of any penalties assessed for violation(s) of any provision of the San Francisco Municipal Code or of terms of any existing or previously issued permits issued by the City, for which there has been a final determination of the violation. Failure to pay any such penalty on time may warrant additional penalties and/or revocation of any existing permit.

### Permit Jurisdiction

This permit is only valid for operations in the public right-of-way of the City and County of San Francisco under the jurisdiction of the SFMTA and Public Works.



## Appendix 1

### **Powered Scooter Share Program Permit: Mobility Device Parking Requirements and General Path of Travel Guidelines**

Version 07.01.23

#### **Introduction**

The following requirements and guidance are intended to ensure that SFMTA Permittees, Authorized Operators, and contractors (collectively Qualified Operators) meet their obligations under the law, and as applicable, their agreement, permit, Proof of Concept Authorization (POCA), or other authorization, and to ensure that parked Mobility Devices do not reduce the safety and accessibility of San Francisco sidewalks. For purposes of these guidelines, "Mobility Devices" include Powered Scooters that are part of a Powered Scooter Share Program, Stationless Shared Bicycles, and devices permitted under a Proof of Concept Authorization. Unless otherwise defined in these guidelines, all capitalized terms have the same definitions as in Article 900 and Article 1200 of Division II of the Transportation Code, as applicable.

State and local law impose limitations on the parking and placement of Mobility Devices in the public right-of-way in San Francisco. Section 7.2.110(b) makes it a violation for a Mobility Device, as defined in Section 1202 under Division II, that is part of a Shared Mobility Device Service to "park, leave standing, or leave unattended...on any sidewalk, Street, or public right-of-way under the jurisdiction of the Municipal Transportation Agency or other City department or agency without a permit, agreement, or other authorization issued by the appropriate City department or agency authorizing the Mobility Device to be parked, left standing, or left unattended at that location except as otherwise provided in Division II of this Code. Mobility Devices parked, left standing, or left unattended in violation of this Section 7.2.110 constitute a public nuisance subject to abatement and removal pursuant to Article 26 of the Public Works Code, Sections 1600 et seq."

San Francisco Public Works Code Section 723 prohibits obstructing the public right-of-way and provides that "(i)t shall be unlawful for any person, firm or corporation, without permission from the Department of Works, to pile, cap or otherwise obstruct or place obstructions upon, above, or below, any public right-of-way...." "Public right-of-way" in Section 723 includes sidewalks. Section 723 provides that any violation also constitutes a public nuisance subject to citation and abatement including impoundment as set forth in Chapter 80 of the San Francisco Administrative Code.

Parking Mobility Devices in a manner that impedes pedestrian traffic presents significant challenges for other sidewalk and street users, particularly for older adults or persons with disabilities, such as someone who is low vision or blind or someone who uses a mobility aid such as a wheelchair or cane.

Qualified Operators must use this guidance to instruct customers and staff on how to park a Mobility Device properly. Additionally, please note that sidewalk riding, even while parking a Mobility Device, is dangerous and prohibited. Any and all violations to these parking requirements may constitute violations of the terms and conditions of the applicable permit, agreement, or POCA and may subject the Qualified Operator to imposition of citations, administrative penalties, or other applicable remedies.





Repeated and pervasive violations by a Qualified Operator's users may subject the Qualified Operator to revocation of its permit or POCA, or other applicable remedies depending on the agreement or authorization.

### **Enforcement of Parking Requirements:**

1. Any Mobility Device belonging to a Qualified Operator that is parked improperly in violation of these parking requirements is subject to citation. Upon issuance of citation, the SFMTA will issue a removal notice to Qualified Operators that its Mobility Device is improperly parked on a sidewalk, Street, or public right-of-way under the jurisdiction of the SFMTA or Public Works, and that the Qualified Operator must remove the Mobility Device within two hours. (See, e.g., Transportation Code § 916(d)(4)). Any Mobility Device that is not removed by the Qualified Operator may be removed by City staff and taken to a City facility for storage at Qualified Operator's expense and may be subject to additional fines as applicable.
2. Notwithstanding 1. above, in certain circumstances, SFMTA will issue a warning notification without citation, provided that a device is not obstructing an accessible path of travel or the intended use of public space or amenity in regards to the following categories:
  - a. Left standing or unattended devices, including but not limited to, "free-locked" devices (i.e., locked only to itself and not to a rack or other infrastructure) not obstructing the accessible path of travel, nor any other location as defined by parking requirements (e.g., amenity, corner, curb ramp, passenger loading zone or bus stop);
  - b. Devices that have tipped over, provided that the device is not obstructing the accessible path of travel, nor any other location as defined by parking requirements (e.g., amenity, corner, curb ramp, passenger loading zone or bus stop); and
  - c. Overcrowding at a rack or corral (shared devices take over 50% of the capacity of the rack or corral), provided that there is no other violation (as defined in this document).

Upon warning notification issued by the SFMTA to remove any Mobility Device belonging to a Qualified Operator, the Qualified Operator shall remove the Mobility Device within two hours. Failure to remove or repark the device in accordance with the notice may result in the issuance of a citation. (See, e.g., Transportation Code § 916(d)(4)).

3. The SFMTA reserves the right to determine certain block faces or geographic areas where Mobility Device parking is prohibited and will notify an SFMTA Permittee or Authorized Operator in advance of the applicable parking restriction(s) in writing.
4. In areas adjacent to any of the following locations, Mobility Devices shall be parked to provide a minimum clearance of 6 feet (with a maximum required clearance of 15 feet, as specified in the table above):
  - Parklets
  - Entrances and exits
  - Crosswalks (marked and unmarked)
  - Sidewalk areas at crosswalks
  - Street corners
  - Pedestrian Throughway Zone
  - Transit stops, platforms and islands
  - Loading Zones (white and yellow curbs)
  - Accessible parking spaces (blue curb)
  - Driveways
5. Mobility Device parking may also be restricted in areas other than those under the jurisdiction of the SFMTA or Public Works subject to the determination and rules of the applicable jurisdiction.



## **Guideline Summary**

### **1. Do not block the accessible path of travel.**

- a. Only park on the area of the sidewalk closest to the curb or in specially designated areas, such as bike racks in line with and between fixed objects (trees, trash cans, bike racks, newspaper racks, etc.).
- b. When parked, devices should not obstruct any pedestrian space.
- c. Ensure the device does not protrude into the area where pedestrians walk or roll.
- d. Do not park near corners, on or in front of curb ramps, crosswalks, or anywhere two pedestrian paths of travel intersect.
- e. Do not park devices against building facades.

### **2. Lock the device to a rack when available. If no racks are available, sign and meter poles may be used.**

- a. If no poles are available, the device may be parked in the furniture zone.
- b. Ensure the device is parked upright.
- c. Using Lock-to prevents the device from being knocked over or moved into the accessible path of travel.
- d. When locking to a rack, the device must be within the footprint of the rack. See below for example.
- e. Be sure to leave room for other users.
- f. With the exception of corrals, do not park the device in the street or partially hanging into the street.

### **3. Do not block access to other amenities.**

- a. Do not park Mobility Devices in front of, on top of, or attached to sidewalk amenities and landscaping, such as seating areas, kiosks, ATMs, mailboxes, news racks, trash receptacles, benches or parklets.
- b. Do not park in front of doors, driveways, ramps, stairs, handrails, blocking access to vehicle or bike lanes, near door entry systems, or other access points.
- c. Do not lock devices to trees or on planted areas or features, such as tree wells or planting strips.
- d. Devices must not obstruct access to bus stops or areas where riders wait or get on/off the bus; loading zones marked by a yellow or white curb; or blue accessible parking spaces.
- e. Do not obstruct access to fire hydrants or other fire hose access points, emergency exits, or utility boxes.
- f. Do not park Mobility Devices in front of a permitted Shared Space

### **4. Do not park on narrow sidewalks.**

- a. Do not park on narrow sidewalks that are less than 9 feet wide (approximately three paces).

### **5. Do not ride on the sidewalk or on the Embarcadero Promenade**

- a. Sidewalk riding is prohibited.
- b. Do not ride on the Embarcadero Promenade, which is between Third Street at Oracle Ballpark and the entry of Pier 45 in Fisherman's Wharf.
- c. Ride in the street or in bike lanes.

**Detailed Guidelines**

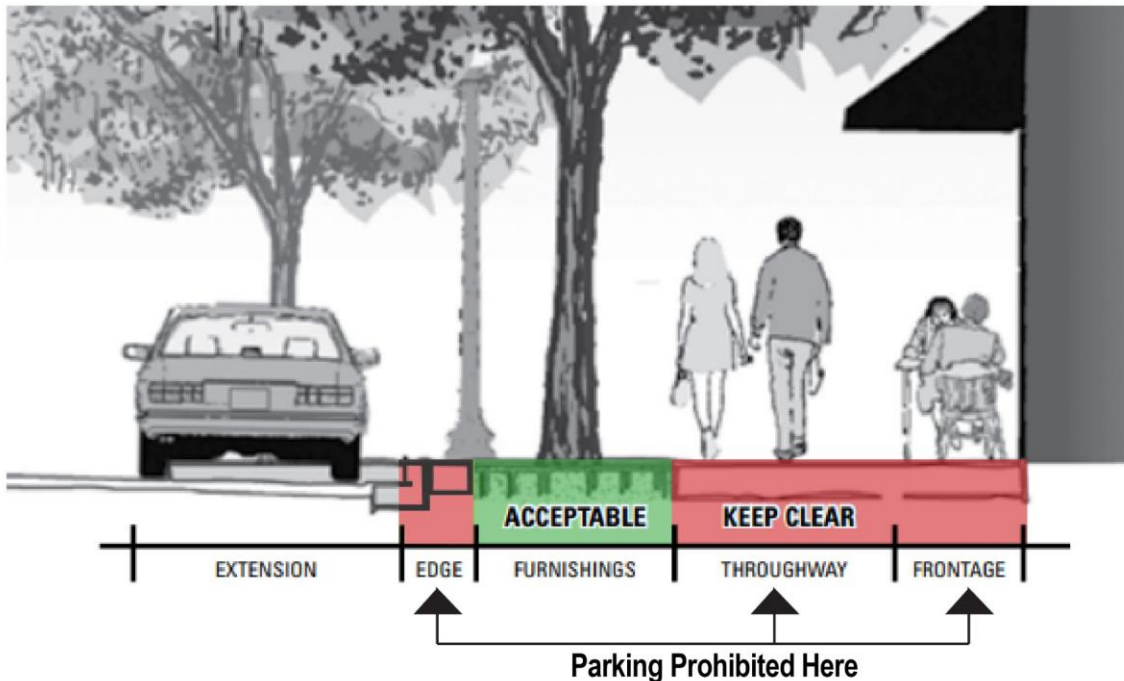
**1. Do not block the accessible path of travel.**

The accessible path of travel is the area of the sidewalk where pedestrians walk or roll, including curb ramps. Devices should be parked at a rack or in the furniture zone area of the sidewalk, which is the area closest to the curb and in the shadow of other street items such as planters, mailboxes or garbage cans. Devices should not obstruct any pedestrian space, which blocks access for sidewalk users and may create a tripping hazard.

Do not park near corners, on or in front of curb ramps, crosswalks, or anywhere two pedestrian paths of travel intersect. Devices left in these areas block access for sidewalk users and block ramps that seniors and people with disabilities use to enter or exit the street. Do not park devices against building facades; blind and low vision people use the frontage zone as a guide.

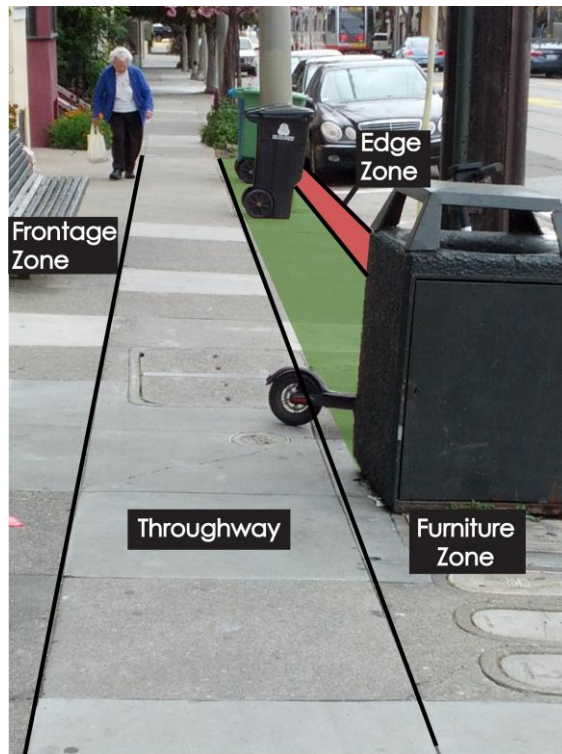
The illustrations below depict the areas where devices should and should not be left.

**Figure 1a. – Location of Furnishing Zone Relative to Other Sections of the Sidewalk and Roadway -**  
 Typical Edge Zone width is 2 feet from the curb.



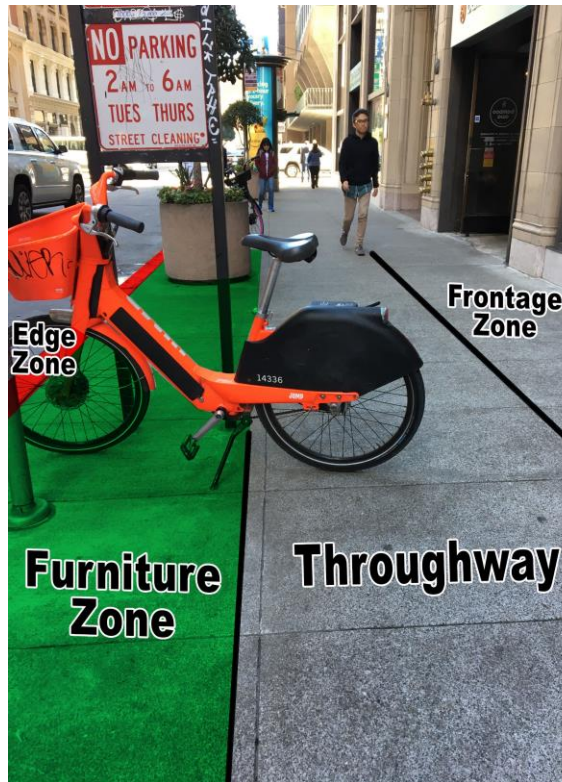
**Figure 1b. – Furnishing Zone Illustration –**

The area shaded in green illustrates the furniture zone where Mobility Devices are permitted to park. Note how the parked Mobility Device extends beyond the “shadow” of the trash can, and therefore extends outside of the furniture zone and would be considered incorrectly parked and subject to penalty.



**Figure 1c. – Additional Furnishing Zone illustration –**

This device also extends outside of the furnishing zone, impeding the throughway.





**Figure 1d. – Building Façade Illustration –**

Note how the parked Mobility Device is parked against the building façade, which impedes the path of travel, especially for blind or low-vision pedestrians. This Mobility Device also blocks the entrance to the building by requiring people entering or exiting the building to walk or roll around the device, causing an obstruction and potential tripping hazard.



**Figure 1e. - Properly Parked in the Furniture Zone** - Below are examples of devices properly parked in the furniture zone. Parking in the furniture zone keeps the accessible path of travel clear.





**2. Lock the device to a rack when available. If no racks are available, sign and meter poles may be used.**

**Best:** Locking the device to a rack or in a corral

**Better:** Locking the device to a sign or meter pole

**Acceptable:** Leave the device upright in the furniture zone

The device may be parked in the furniture zone, provided that it does not block the accessible path of travel. To avoid tripping hazards, ensure the device is parked upright. Devices that are knocked over create a tripping hazard. Using lock-to (integrated capability to be locked to a bike rack or corral) prevents the device from being knocked over or moved into the accessible path of travel. When locking to a rack, the device must be within the footprint of the rack. With the exception of corrals, do not park the device in the street or partially hanging into the street.

**Figure 2a. – Footprint of the Rack Illustration** – The devices shaded in green depict devices parked within the footprint of the rack. The device shaded in red depicts a device parked outside of the footprint, which is considered improper. By parking outside of the rack footprint, devices impede the path of travel.





**Figure 2b. - Properly Parked in the Furniture Zone** - The images below are examples of devices properly parked in the furniture zone. In areas where there are no racks available, devices may be locked to meters and sign poles help keep devices from being knocked over or moved into the accessible path of travel.



### 3. Do not block access to other amenities.

Do not park Mobility Devices in front of, on top of, or attached to sidewalk amenities and landscaping, such as seating areas, kiosks, ATMs, mailboxes, news racks, trash receptacles, benches and parklets. Devices left in these areas block others from access.

Do not lock devices to handrails. Seniors and people with disabilities may need to use the handrail.

Do not lock devices to trees or on planted areas or features, such as tree wells or planting strips, as this damages the plants. Devices must not obstruct access to bus stops or areas where riders wait or get on/off the bus; loading zones marked by a yellow or white curb; or blue accessible parking spaces. Devices left in these areas restrict access. Do not obstruct access to fire hydrants or other fire hose access points, emergency exits, or utility boxes. Do not park in front of doors, driveways, ramps, stairs, handrails, blocking access to vehicle or bike lanes, near door entry systems, or other access points.

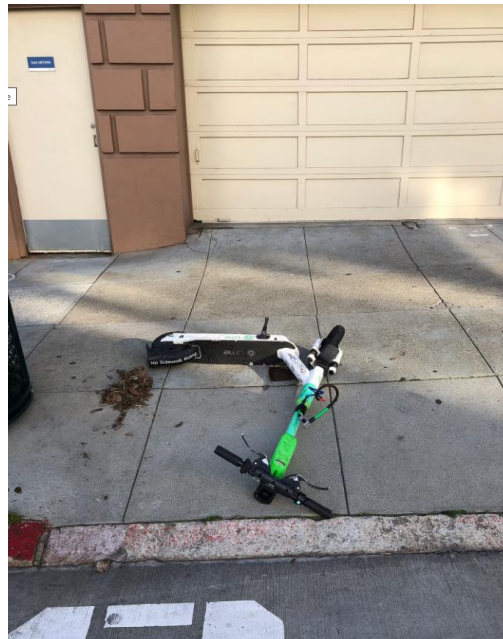
**Figure 3a. – Accessible Parking illustration** - Mobility Devices must be parked more than 15 feet from curb-side bus zones, transit shelters, transit access points (e.g. stairs, elevators, escalators), yellow commercial loading, white pedestrian loading and blue accessible parking spaces/zones, except where bike parking is provided. Mobility Devices must not be parked adjacent to any blue accessible parking space. Note that the pictured device is parked adjacent to a blue zone, which can impede loading and unloading.







**Figure 3b. - Examples of devices blocking access.** The first image in figure 3b. shows how an improperly parked device blocks access to curb ramps. Devices parked in this manner interfere with people’s ability to use the ramp, particularly for those with disabilities. The two images (bottom) show how devices left in doorways or driveways block access for people entering or exiting a building. Devices should allow people and vehicles to enter or exit doorways, driveways and curb ramps.

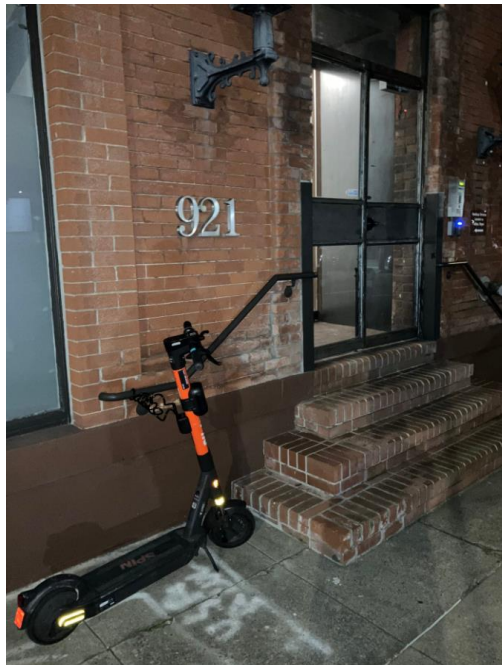
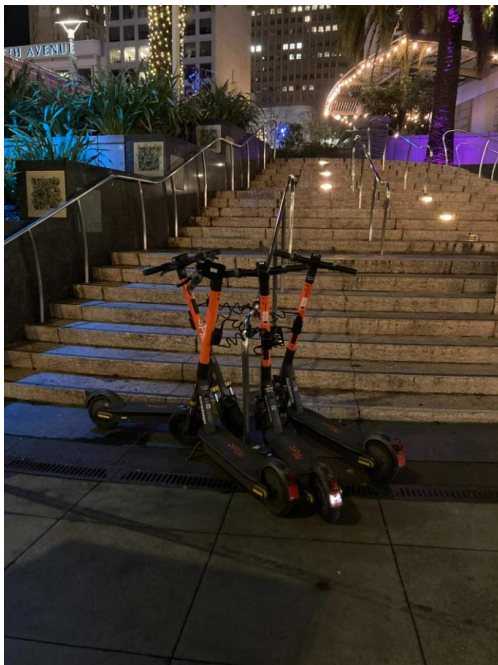




The images below show how a device parked in a bus zone interferes with passengers loading or unloading. Devices may also interfere with the deployment of bus accessibility ramps. Devices should not be parked in transit stops or any loading zones, as the devices left in these areas block access. Devices should not be locked to transit shelters, as they prevent people from sitting, may block access to a bus door and are a tripping hazard.



The images below show devices locked to a handrail, which prevents people from using the handrail. Seniors and people with disabilities may need the handrail to ascend or descend the stairs.





#### 4. Do not park on narrow sidewalks.

Do not park on narrow sidewalks that are less than 9 feet wide (approximately three paces). The path of travel on narrow sidewalks is restricted, and devices parked in these areas prevent seniors and people with disabilities from being able to pass.

**Figure 4a. – Narrow Sidewalks** - The images below show how the accessible path of travel is blocked when devices are parked on a narrow sidewalk under 9 feet in width even when the device is locked to a pole or sign. Wheelchair users and other sidewalk users are not able to pass through the narrow space.





## 5. Do not ride on the sidewalk or on the Embarcadero Promenade

Sidewalk riding is prohibited. Users who ride devices on sidewalks may be subject to citation by law enforcement.

Do not ride on the Embarcadero Promenade, which is between Third Street at Oracle Ballpark and the entry of Pier 45 in Fisherman's Wharf.

Only ride in the street or in bike lanes.

**Figure 5a. - Embarcadero Promenade** - Motorized devices including powered scooters and e-bikes are prohibited from riding on the Promenade. Users should only ride in the bike lane or in the street.





## Appendix 2

**Powered Scooter Share Program Permit:  
(Reserved)**



## Appendix 3

### Powered Scooter Share Program Permit: Community Engagement Guidelines and Requirements

Version 07.01.2023

#### OVERVIEW

This document provides guidance for the Community Engagement Plan to be submitted as part of the Permit Application to the SFMTA Powered Scooter Share Permit Program. These guidelines and requirements instruct applicants on how to meet public accountability requirements, conduct community outreach, and develop programs for engagement and partnership. Permittees shall be responsible for implementing their Community Engagement Plans as part of the application process and the duration of the permit.

#### PURPOSE

The SFMTA is committed to inclusive public outreach to ensure that the public is informed and involved in agency decisions that affect their communities. Objective 3.1 of the SFMTA's Strategic Plan describes this commitment to equity and engagement:

***Objective 3.1:*** Use agency programs and policies to advance San Francisco's commitment to equity.

*The SFMTA is committed to operating an equitable transportation system that contributes to the fair treatment, access, opportunity, and advancement of all people. The agency will continue to look for effective strategies to understand communities' priorities and ensure the full participation of groups that have experienced systemic oppression.*

To ensure Powered Scooter Share services meet this objective, applicants are required to submit Community Engagement Plans. Permittees shall implement the plans during the term of the permit. Plans should go beyond simple informational outreach, toward a coordinated multipronged system of meaningful participation with a variety of community groups to reach Powered Scooter Share users and non-users alike, and to identify and meet the needs of communities that have experienced historically disparate impacts from transportation systems.

Outreach efforts proposed under the Community Engagement Plan are intended to create shared platforms for permittees and community members to understand the benefits and challenges of Powered Scooter Share services, generate open dialogue on community priorities and the impacts of powered scooters, and source potential solutions to strengthen the program. Permittees shall address community needs and incorporate stakeholder feedback to the extent possible. Particular attention should be given to ensuring that low-income neighborhoods, communities of color, and historically marginalized areas are adequately served.

The Community Engagement Plan shall accomplish the following:

1. Provide the public with comprehensive, well-communicated information;



2. Ensure that community concerns are regularly heard and considered; and,
3. Incorporate community feedback and priorities to the maximum extent possible through partner-ready programs.

## **COMMUNITY ENGAGEMENT PLAN REQUIREMENTS**

Each applicant's community engagement plan shall include and describe the following elements:

1. **Mobility Justice Goals and Priorities**, fostering participatory planning, multi-sector collaborations, and community-scale decision-making. Provide documentation of previous equity and mobility justice expertise/capacity building, and commitments for further capacity building, such as racial equity trainings, and written commitment to participate responsively in designated stakeholder meetings and forums.  
Mobility Justice is an approach to transportation which seeks to solve problems related to how traditional efforts to provide mobility benefit some at the expense of others, furthering disparity in economic opportunity, physical safety, and community empowerment.
2. **Multilingual communications services**, including a website maintained in languages determined by the SFMTA, a call center, and a mobile application customer interface that is available 24 hours a day, seven days a week. Community outreach materials shall be made available in languages specified by the SFMTA.
3. **A communications strategy routinely updated for service changes**, related to pricing, service area, devices, membership programs, and operations. The strategy should provide the public with comprehensive, up-to-date information. Updates will appear on social media, and be logged in a searchable service change updates page on the operator website, along with a browsable record of all previous updates.
4. **Maintain an easily accessible public online forum for community feedback concerns and reporting complaints** in a searchable database format to be regularly monitored, considered, and addressed. Forums should encourage exchange between communities and operators, providing education about community needs as well as operator challenges towards finding solutions that prevent harmful service impacts and promote mobility justice goals. This tool should also have a convenient intake form for the public to report problems related to scooter riding and parking.
5. **Strategy to incorporate disability community input into services**, including but not limited to the general service model as well as development of Adaptive Scooter devices and their deployment. Strategy shall center feedback from and collaboration with people with a range of disabilities and demonstrate how input will be incorporated.
6. **Expand outreach beyond current users or target market** to gain insight into how scooter share impacts non-users, and their larger communities and neighborhoods. Strategy shall prioritize equitable outreach practices to center voices of those from low-income communities, communities of color, and other historically marginalized groups, both to promote ridership and to meet community-directed needs.



7. **An easily navigable online annotated record of community engagement efforts**, in the form of a searchable log of meetings and non-traditional outreach formats with agendas, discussion notes, and comments from community stakeholders, specifically about unmet needs, along with explanation of how the permittee responded. Non-traditional formats include in-person and virtual engagement efforts to reach general community members, beyond specific organizations, to meet denizens where they are in their daily routine and responsibilities. This record will be updated monthly.
8. **A community engagement staffing plan** with key staff specifically dedicated to community engagement, including relevant experience and proof of established relationships for outreach in these communities. Staffing plans should also indicate how consultant and/or non-profit partners will be used to supplement outreach efforts (if applicable). Any updates to these teams should be tracked in regular updates to the staffing plan.
9. **A culturally sensitive marketing plan** tailored to neighborhoods by developing culturally sensitive approaches. Specific attention to Communities of Concern and cultural districts should consider language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of these areas.
10. **Partner-ready programs** with established process, dedicated staff, and proper resources, that engage communities. These programming commitments should be solidified within the application, with signed and endorsed partnerships with local employment groups, non-profit housing developers, cultural and arts organizations, educational institutions, transportation advocacy non-profits, community benefit districts and merchants groups. Mobility justice programs could take shape in the following areas:
  - a. Local hiring to facilitate employment of San Francisco and other Bay Area residents for all levels within the permittee's company, with special attention to generate employment opportunities for formerly incarcerated people and immigrant communities, along with internship opportunities for youth and other people entering the work force, with detailed programming for recruitment, training, hiring, and retention.
  - b. Community-Based Organization access to promote low-income programs or discounted memberships, especially for service and/or non-profit organizations.
    - i. Affordable housing development-oriented service and membership programs tailored to residents' needs.
  - c. Scooter safety courses offered at least quarterly in multiple languages, and in neighborhoods as requested.
  - d. Culture and arts opportunities for devices and other related infrastructure (e.g. bike corrals) to showcase and celebrate neighborhood and community heritage on an application basis.
  - e. Local small business promotional opportunities, that celebrate long-time small business merchants to generate foot-traffic and commercial activity related to active living, transportation, health and recreation.





## **REQUIRED WEBSITE CONTENT**

The following is a summary of the required content, as detailed above, for your public-facing website, with the goal of providing transparency to community stakeholders regarding how operations and outreach efforts change and respond to expressed needs and feedback.

- Service Change Log (listing changes to pricing, service area, fleet size, etc)
- Searchable Community Feedback Forum
- Searchable Annotated Record of Community Engagement

## **RECOMMENDED ENGAGEMENT PROCESS**

While not required, the following guidelines outline a few best practices that can be applied to the above requirements, as well as a suggested outline for robust engagement processes.

- **Step 1. Prepare & Plan**  
Identify the outcomes, measures, and deliverables your efforts will strive to generate.
- **Step 2. Partner Up**  
Identify and establish working partnerships with Community-Based Organizations and neighborhood associations that serve affected communities and stakeholders.
- **Step 3. Reach Out**  
Contact business owners, residents, and other stakeholders. Go where the people are: reach out at pre-existing local meetings, community centers, and weekend events.
- **Step 4. Diversify Activities**  
Define and clearly communicate objectives and parameters. It's best to listen first, then conduct other activities such as workshops, focus groups, and collaborative meetings.
- **Step 5. Analyze & Act**  
Evaluate notes and materials gathered through outreach. Summarize, share back, and create a plan to implement actionable findings.

Additional best practices include, but are not limited to:

- Begin outreach processes with a series of public 'listening sessions' throughout San Francisco to solicit input that can be incorporated into the company's operations early in the permit period;
- Establish a 'Community Board' comprised of members of the public representing various neighborhoods and community groups, with meeting minutes and key takeaways to be shared with the SFMTA;
- Hold public outreach sessions outside of traditional work hours, or on weekends;
- Identify existing community meetings or events, and inquire about holding outreach sessions at those times and locations;
- Provide complimentary food, and/or childcare during meetings;
- Be clear about what you are seeking feedback on, and what is not subject to change; and
- Clearly communicate major takeaways and next steps: how will feedback be incorporated, and/or how will updates be communicated back to the community.



## **COMMUNITY ENGAGEMENT PLAN EVALUATION**

The SFMTA will continuously assess and evaluate a permittee’s engagement and compliance with their submitted community engagement plan for the duration of the permit.

Successful plans will develop a variety of outreach strategies to connect with a range of community groups, and work towards building healthy, collaborative working relationships with willing and engaged stakeholders. Business practices and service provision should directly address and respond to community concerns by incorporating public feedback into programs and operations when feasible.

## **PARTNERING ORGANIZATION EXAMPLES**

Examples of organizations with which to engage for feedback, and to consider for partnerships include, but are not limited to:

- BMAGIC
- Calle 24
- Chinatown Community Development Corporation
- Chinese for Affirmative Action
- Chinese Newcomers Association
- Chinese Progressive Association
- Daylaborer Association
- Senior and Disability Action
- Excelsior Action Group
- Excelsior Works
- Filipino-American Development Foundation
- Healthy Southeast
- Mission Asset Fund
- Mission Economic Development Association
- Mission Neighborhood Centers
- MoMAGIC
- Independent Living Resource Center
- PODER
- Safe Passage
- SF Rising
- SOMA Pilipinas
- SOMCAN
- Tenderloin Community Benefit District
- Tenderloin Neighborhood Development Corporation
- The Village Project
- United to Save the Mission
- Mayor’s Office on Disability



## Appendix 4

### Powered Scooter Share Program Permit: Data Reporting Guidelines and Requirements

Version 07.01.23

#### OVERVIEW

This document describes the SFMTA's data reporting guidelines and requirements, including reporting frequency and transmission mechanism for the Powered Scooter Share Permit program. These guidelines and requirements are consistent with San Francisco's [Guiding Principles for Emerging Mobility Services and Technologies](#) (Guiding Principles), which aim to ensure that new mobility services such as the Powered Scooter Share program support the City's commitment to improving quality of life and the environment by, among other things, reducing greenhouse gas (GHG) emissions, prioritizing affordable, low-impact mobility options, and improving accessibility throughout the City.

#### PURPOSE

The SFMTA is committed to providing safe, reliable, sustainable, and equitable transportation choices for the public, now and in the future. The SFMTA has established these data requirements to allow staff to analyze how the Powered Scooter Share program aligns with the Guiding Principles for Emerging Mobility, which are summarized as they pertain to the Powered Scooter Share program below:

Collecting and analyzing the required data enables the SFMTA to:

- Manage and evaluate the program;
- Manage the public right-of-way
- Enforce permittee's adherence to permit terms and conditions; and
- Engage in policy development and planning efforts consistent with the SFMTA's Guiding Principles and strategic goals.

The data that SFMTA collects is de-identified and anonymized. The SFMTA recognizes that some of this data may be considered sensitive and will aggregate data temporally and spatially when sharing this information outside of the agency. Note that reports may be posted online by the SFMTA consistent with this approach, subject to public disclosure laws. See Section 72 of the Permit Terms and Conditions.

#### REPORTING GUIDELINES: DATA TRANSMISSION MECHANISM AND FREQUENCY

Required data will be transmitted to the SFMTA at the specified frequency and via the following reporting mechanism:

1. A live data feed built to the Mobility Data Specification (MDS) via the SFMTA's Application Programming Interfaces (APIs);
2. Monthly through the Scooter Permittee Salesforce Portal for summary reports;
3. Immediately through the Scooter Permittee Salesforce Portal for urgent incidents including collisions and 311 complaint responses;



4. Upon request through the Scooter Permittee Salesforce Portal, or through another data transmission type as specified by the SFMTA, for as-needed information.

### 1. **Live Feed - Mobility Data Specification**

The SFMTA collects real-time data on scooter devices and trips through a live data feed known as the Mobility Data Specification (MDS). Permittees are required to provide SFMTA with accurate and authenticated data on its entire permitted fleet through documented Application Programming Interfaces (APIs) built to the Mobility Data Specification (MDS) version 1.2 available at:

<https://github.com/openmobilityfoundation/mobility-data-specification>

The specific MDS APIs, endpoints, and required/disallowed fields are described in SFMTA's MDS Policy API Requirements endpoint available at:

<https://github.com/openmobilityfoundation/agency-program-requirements/blob/main/requirement/SFMTA-1.2.0.json>

Data must be exposed for all devices operating within the City of San Francisco, and not just the permittee's service area. Permittees will retain data and keep it accessible via all required endpoints for at least two years after it is generated.

### **MDS Data**

#### *Service-related data*

The SFMTA will collect baseline operational data including the number of trips, trip lengths, trip costs, and trip locations to determine to what extent the scooter permit program is helping to achieve the City's climate and other goals. Scooter permittees are required to share this in line with the accountability and collaboration principles for emerging mobility to the SFMTA built to the MDS standard and transmitted via SFMTA's APIs.

- Trips: Daily number of trips, number of trips per device per day, average trip length, average trip cost, etc.
- Users: Number of unique users each month
- Revenue Hours: Daily revenue hours, total daily available hours, etc.
- Average number of weekday trips per month
- Number of trips by month
- Number of unique users by month
- Daily revenue hours (available & trip time)
- Average trip length
- Average trip cost
- Average utilization rate (trip time over revenue hours) (calculated by SFMTA)
- Number of trips by month
- Percent of monthly revenue hours comprised of adaptive scooters
- Average cost of adaptive trip vs. non-adaptive trip
- Average utilization rate (trip time over revenue hours)



### *Equitable Access-related data*

The City has designated specific neighborhoods where scooters must be consistently available (see Appendix 5). The City ensures this access by monitoring scooter deployment in these neighborhoods through data dashboards populated by data sent by scooter permittees through MDS. The City may also ask for additional low-income plan participation on an as needed basis.

- Distribution & Access
  - Distribution: Percent coverage, minimum threshold, number of days 40% fleet cap is not exceeded in Downtown Core
  - Usage: Number of trips per scooter per day in Key Neighborhoods
  - Evaluation Metrics:
    - Average daily percent coverage by month
    - Percent of days/month permittee complied with minimum threshold, and Downtown Core fleet cap
    - Trips/scooter/day in Key Neighborhoods vs. entire service area
- Low-Income Participation
  - Usage: Number of low-income memberships per month, number of trips on low-income plan per month
  - Evaluation Metrics:
    - Percentage of total active users enrolled in low-income plan
    - Percentage of eligible active users enrolled in low-income plan
    - Percentage of total trips taken on low-income plan

### *Disabled Access-related data*

Disability Access is a Guiding Principle and core value for the SFMTA. The Powered Scooter Share program is intended to serve a broad range of users and includes both an adaptive device requirement and a complementary adaptive device program to test adaptive device features that best meet the needs of the disability community. The Disability Access-related data helps the SFMTA understand the status of the adaptive programs.

- Adaptive Scooters
  - Availability: Number of available adaptive scooters, average cost of adaptive scooter trip, etc.
  - Usage: Daily number of adaptive trips, number of trips/device/day, etc.
  - Revenue Hours: Daily revenue hours of adaptive devices, etc.

## **MDS Service Level Standards**

SFMTA requires the following service level standards for MDS data:

- **Latency:** data will be available in the Provider API no more than one hour after events have occurred.
- **Availability:** the API endpoints will be available 99.5% of the time over the course of a year.
- **Response Time:** 85% of TCP API replies within 1.5 seconds, and 99.5% of TCP replies within 4 seconds of receiving a request over the course of a month.



## **MDS General Bikeshare Feed Specification**

As part of MDS, permittees shall provide a publicly accessible API that conforms to the General Bikeshare Feed Specification (GBFS) version 2.3, or newer, available at

<https://github.com/MobilityData/gbfs>

The GBFS API must contain the following endpoints and all fields required under the GBFS specification:

- gbfs.json
- system\_information.json
- free\_bike\_status.json
- vehicle\_types.json

Permittee must make the API available to the public on the open internet without requiring authentication.

Permittee shall inform SFMTA of the URL for the gbfs.json endpoint prior to deploying vehicles. Permittee must notify SFMTA at least 30 days prior to changing the URL of the gbfs.json endpoint.

Upon release of a new version of GBFS, permittees must update their API to the new version within 90 days.

Permittee shall register their system with the North American Bikeshare Association GBFS systems catalog at:

<https://github.com/MobilityData/gbfs#systems-catalog—systems-implementing-gbfs>

Data contained in the API shall be offered to the public and SFMTA under a non-revocable license that allows the API data to be used, modified and shared without restriction beyond attribution.

## **MDS Updates**

The SFMTA may update the MDS and API standards at any time during the permit term. Permittees shall comply with the new requirements within 90 calendar days of written notification by the SFMTA.

The SFMTA intends to upgrade to MDS version 2.0+ during the permit term.

## **2. Monthly Reports - Permittee Salesforce Portal**

The SFMTA requires permittees to submit monthly reports via the permittee Salesforce portal. The monthly reports shall include the data listed below and the SFMTA may choose to add or remove specific data requirements from these reports. The SFMTA will provide written notice of any changes to the monthly reporting requirements or reporting mechanism. Permittee shall certify, under penalty of perjury, that the monthly reports it submits are accurate and complete.



### *Safety-related data*

Safety-related data, such as sidewalk riding, improper riding citations and safety trainings must be reported on a monthly basis through the permittee Salesforce portal, including:

- Number of collisions per 100,000 scooter miles
  - Total number of collisions by severity (including those collisions reported to the SF Department of Public Health and the SF Police Department)
  - Safety Training Information: Date, location, company representatives, hosting organization, training type, description, etc.
  - Total number of safety trainings
  - Citation Information: Number of citations issued by SFMTA including improper riding and improper parking citations
- Sidewalk Riding
    - Number of trips with sidewalk violations
    - GPS location of specific violations submitted as a comma-separated file (CSV) with LatLong breadcrumbs from beginning of violation to end. LatLong breadcrumbs are GPS points that the device sends on a cadence of every few seconds that are strung together to show a scooter trip. The SFMTA intends to collect this data in the future via an updated version of MDS

### *Disabled Access-related data*

Maintaining an accessible path of travel on City sidewalks is critically important, particular for older adults and people with disabilities who may be most impacted by impediments that may be caused by improperly parked devices.

- Accessibility
  - Number of trips ending with devices properly parked
  - Percentage of trips ending with properly parked devices
  - Number of complaints and complaint type (e.g. improperly parked devices, improper riding, etc.)
  - Responsiveness: Median response time to resolve right-of-way or parking complaints
- Complementary Adaptive Scooter Plan
  - Number of available adaptive devices
  - Average cost of adaptive device trip
  - Daily number of adaptive trips
  - Number of adaptive trips/device/day
  - Rental Hours: Daily hours of adaptive devices
  - Number of adaptive device rentals per average weekday by month
  - Number of adaptive device rentals by month
  - Number of unique adaptive device users by month
  - Percent of monthly rental hours comprised of adaptive scooters
  - Average utilization rate of adaptive devices (rental time over revenue hours)
  - Number of unique adaptive device users by month



### *Sustainability-related data*

The sustainability-related data requirements allow the SFMTA to evaluate the extent to which the Powered Scooter Share program is helping the City achieve its climate goals. Reported monthly by permittee:

- Operational Activities
  - Vehicle Miles Traveled (VMT) for operational activities
    - Reported for both employees and independent contractors and including non-revenue VMT

### *Labor-related data*

The SFMTA required permittees to submit labor-related data to allow for analysis of compliance with requirement and adherence to permittee's labor plan as submitted in their application.

Reported monthly by permittee:

- Labor Best Practices
  - Fair Pay: Net hourly median earnings for field workers minus job-related expenses
  - Net value of mobility service operator benefits (by employee vs. independent contractor)
  - Net hourly median earnings minus job-related expenses

## **3. Immediate Disclosure - Permittee Salesforce Portal**

Two types of data require immediate disclosure by permittees in the Permittee Salesforce portal: Collisions and 311 complaints of improperly parked devices. The SFMTA requires immediate disclosure of collisions made known to the scooter permittees to be reported through the Permittee Salesforce Portal. This system immediately alerts relevant SFMTA staff.

The City has integrated the 311 system with the Permittee Salesforce Portal and permittees are required report on actions taken in response to complaints directly through the Salesforce Portal.

### ***Safety***

- Collision Log
  - Collision Information: Date, time, street location (GPS, reported address, or cross-streets), intersection (y/n)
  - Member Information: Date of birth, gender
  - Collision Severity: Third-party involvement (y/n), vehicle types involved, reported injury (y/n), severity of injury, helmet use (y/n), hospital visit (y/n)
    - Note: Severity classifications should align with definitions from the American National Standard [Manual on Classification of Motor Vehicle Traffic Crashes](#) to the extent possible.
  - Source: Reported by (member, observer, etc.), police case number, or other relevant information
- Response to Complaints Log
  - Ticket Info: Ticket ID, date, time, location, 311 case
  - Complaint Information: Type, nature of complaint, minutes until response, etc.
  - Source: Mobile app, website, call, email, etc.
  
  - Number of complaints about scooters in motion and improperly parked scooters that permittee addresses
  - Number of 311 and other complaints about safety requirements that permittee addressed





#### 4. Permittee Salesforce Portal – Upon Request

Scooter permittees will report the following data upon request by the SFMTA through the permittee Salesforce portal, or through a reporting mechanism specified by the SFMTA.

##### *Equitable Access-related data*

- Low-Income Participation
  - Cash Option: Number of trips facilitated through cash payment, average cost of trips facilitated through cash payment
  - Average utilization rate (trip time over total revenue hours) in Key Neighborhoods vs. total service area
  - Average cost of trips facilitated through cash payment

##### *Sustainability-related data*

- Operational Activities
  - Non-revenue vehicle types (electric, diesel van, etc.)
- Charging Location(s), Energy Source(s), & Use
  - Description of the location(s)/building(s) and specific room(s) where the scooter will be charged, including address
    - Source/provider of electricity used to recharge scooters, and the location(s) where charging occurs.
      - Pertains to charging activities conducted by both employees and contractors. Where electricity source of contractor is unknown, charging location may be reported instead.
    - Whether the room require(s)(d) any modifications to the electrical outlets or system
    - Number of scooters charged in this space at one time
    - Is the space sprinklered?
    - Does the space have smoke detection connected to a fire alarm system?
  - Fleet-wide average number of kilowatt hours per mile per scooter.
  - Fleet-wide average lifespan of powered scooters.
- Zero Waste Goals
  - Number of scooters in use on the first and last days of the month
  - Number of working scooters resold or donated during the month
  - Number of scooters lost or missing on the last day of the month
  - Number of non-working scooters in storage on the last day of the month
  - Number of non-working scooters disassembled for parts during the month
  - Number of non-working scooter parts that are sent to landfill during the month, broken down by part type.
    - Number of non-working scooter parts in storage but not yet sent to landfill during the month, broken down by part type.
    - Percentage of non-working scooter parts that are recycled during the month, broken down by part type.
  - The total weight of non-working scooters and scooter parts recycled off-site during the month
  - The total weight of non-working scooters and scooter parts sent to landfill during the month
  - The number, size and chemistry of scooter batteries disposed, location of disposal, and receipt(s)



- verifying disposal. Refer to the California Department of Toxic Substances Control's Universal Waste Fact Sheet for guidance on proper management of spent or unwanted scooter batteries.
  - The number, size, and chemistry of non-working batteries in storage, either on-site at operations facilities, or at offsite warehouse(s), not yet disposed.

#### *Accountability-related data*

- Maintenance Reporting
  - Maintenance ID, date, time, device ID, maintenance type
- Financial Responsibility
  - Number of citations and total amount of fines paid to the City within 15 days
  - Percentage of parking citations and other fees paid per month
- Local Hire: Number of total employees, number of employees with Bay Area residency 7+ years (by employee vs. independent contractor)
- Percentage of employees with Bay Area residency 7+ years
- Percentage of contractors with Bay Area residency 7+ years

#### *Collaboration*

The City will track community outreach conducted by permittees through the permittee Salesforce portal upon request:

- Outreach Database
  - Event Information: Date, location, company representatives, hosting organization, type, safety training (y/n), outreach description
  - Number of community outreach events

The SFMTA may request additional information from permittees in other forms (e.g., survey of users) as part of the terms and conditions of the permit program and will make any such requests in writing.



## Appendix 5

### **Powered Scooter Share Program Permit: Distribution Guidelines and Requirements**

Version 07.01.2023

#### **OVERVIEW**

This document provides requirements for the distribution of Powered Scooters in permittee's fleet under the Powered Scooter Share Program, and includes guidelines for service in specific neighborhoods. Permittees must structure operations in accordance with these guidelines to offer comprehensive service such that powered scooters may be a safe, equitable and reliable travel option in San Francisco.

#### **PURPOSE**

Major commute and land use patterns tend to create an imbalance in shared fleet distribution toward a central business district. The SFMTA recognizes that rebalancing scooters is crucial to successfully integrate them into San Francisco's broader transportation system and to avoid clutter that makes the pedestrian right of way inaccessible.

This imbalance can compound a lack of transportation options in historically underserved communities. Deliberate redistribution is required to support the Powered Scooter Share Program in achieving its equity goals, and to ensure this service is a convenient travel option throughout San Francisco.

The SFMTA's Distribution Requirements seek to accomplish the following:

1. Make powered scooter share a convenient travel option throughout the City to complement fixed transit service by serving as a last-mile solution;
2. Make powered scooter share a reliable transportation option for trips outside of regular commute times and patterns;
3. Make powered scooter share a viable transportation option in Key Neighborhoods that encompass Communities of Concern<sup>1</sup> that have been historically underserved by travel mode options; and,
4. Establish metric-based practices, which allow the SFMTA to dynamically regulate and actively manage operators in order to establish Powered Scooter Share as a reliable transportation option, while minimizing negative impacts such as cluttered and inaccessible sidewalks.

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<sup>1</sup> The Metropolitan Transportation Commission (MTC) defines Communities of Concern (CoCs) as census tracts that have a concentration of both minority and low-income residents, or that have a concentration of low-income residents and any three or more of the following six disadvantage factors: persons with limited English proficiency, zero-vehicle households, seniors aged 75 years and over, persons with one or more disability, single-parent families, and renters paying more than 50 percent of their household income on housing.



## **SERVICE AREAS**

This section describes the service area and distribution requirements, which are primarily intended to prevent an over-concentration of scooters in the Downtown Core, and to ensure service availability in Key Neighborhoods, which include Communities of Concern that are outside the downtown core.<sup>2</sup> Each category is subject to the two Distribution Metrics (Percent Coverage and Trips per Scooter per Day) detailed below and the corresponding minimum fleet allocation per community based on the applicable fleet size.

The Powered Scooter Share Service Area Map shows the geographic boundaries of these areas. The SFMTA's Mobility Data Specification (MDS) Geography API provides the exact definition of the zones and can be accessed at:

<https://data.sfgov.org/Transportation/SFMTA-Mobility-Data-Specification-Geography/yfsn-wn3u>

or

<https://services.sfmta.com/tams/mobility/geographies>

*Core Service Area* – Permittees must provide service to the Core Service Area upon permit issuance, as designated in the Service Area Map.

*Downtown Core* – No more than 40% of permitted scooters shall be deployed within the Downtown Core at any time to prevent an over-concentration of scooters and to encourage availability in communities outside downtown with fewer mobility options.

*Key Neighborhoods (includes Mission, Western Addition, Bayview-Hunter's Point, Visitacion Valley, SFSU, Ingleside, and Excelsior)* – Permittees must provide the minimum number of scooters to maintain at least 75% coverage over the community's area (sq. mile) for 75% of the time between 6am and 10pm in the Key Neighborhoods outside the Downtown Core as defined in the Service Area Map.

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<sup>2</sup> Communities of Concern within Key Neighborhoods include Mission, Western Addition, Bayview-Hunter's Point, Visitacion Valley, Portola, Outer Mission, Excelsior, and Oceanview. A map of Communities of Concern can be found [here](#).



## **Methodology of Counting Scooters**

This section describes the methodology for how SFMTA counts scooters and measures compliance with:

- Required Fleet Deployment Threshold
- Downtown cap
- Citywide cap
- Service Coverage

This section also describes how the SFMTA creates hourly snapshots, which support the Service Coverage requirement described in the Distribution Requirements section.

Pursuant to the Permit Terms and Conditions, each scooter is required to have a device capable of providing location data. Permittees must provide to the SFMTA a data sharing API compatible with MDS as required by the Data Reporting Guidelines and Requirements. Data must be provided for all devices in a permittee's permitted fleet operating within the City and County of San Francisco, and not just the permittee's service area. MDS tracks data on "Status Changes" of each device, including a record every time the state of a scooter has changed, including time, location, and status.

There are four types of possible statuses when a device is in the public right of way:

1. Available (just completed a ride, available for rent),
2. Reserved (e.g., reserved by a customer but not yet on a trip),
3. On Trip (customer riding scooter)
4. Non-operational (e.g., due to low battery or other maintenance reason scooter is unavailable to rent).

The SFMTA takes an hourly snapshot at the top of every hour (e.g., 8:00am, 9:00am, 10:00am) of the location and last known status of each device\_id reported. (See Data Reporting Guidelines and Requirements.) The SFMTA analyzes device status 15 days from each hourly snapshot.

If a device's last known status is "on trip," "reserved," or "available," the SFMTA counts it as a "Revenue Device." Revenue Devices are devices either available to customers or currently in use by a customer. The number of Revenue Devices at the 8:00am snapshot of each day will be considered in analyzing compliance with the Required Fleet Deployment Threshold set forth below since the goal of this threshold is to ensure that there are enough devices available to meet customer demand.

If a device's last known status is "on trip," "reserved," "available," or "non-operational," then the SFMTA will count it as an "On-Street Device," which is defined as a device deployed in San Francisco, regardless of whether or not it is in service. The number of "On-Street Devices" at the 8:00am snapshot of each day will be considered in analyzing compliance with the citywide and downtown maximum caps on devices as stated in these requirements and in the permit terms, since the goal of the maximum caps is to ensure that there are no more than a certain number of scooters on the street, regardless of whether they are available to the public. The SFMTA includes unavailable devices in this metric since a scooter that requires maintenance but is still on the street may present safety and/or accessibility issues.



If a device's last known status is older than 15 days from the hourly snapshot on a given day, then it will not be counted either as a Revenue Device or On-Street Device.

### **Required Fleet Deployment Threshold**

Permittees shall consistently maintain 50% or greater deployment of their total permitted fleet size, which is the "Required Fleet Deployment Threshold." As noted above, the number of Revenue Devices at the 8:00am snapshot of each day will be considered in analyzing compliance with this threshold. The goal of this is for operators to reliably deploy more than half their permitted fleet, and to ensure an adequate level of customer services for riders. Any operator who fails to meet this threshold for 25 days out of any 30 consecutive-day period may be found in violation of the permit terms and conditions.

### **Distribution Metrics**

Two key metrics will help to guide operational distribution:

#### **A. Service Coverage**

The Service Coverage requirement considers distribution across area and time so that scooters are distributed to provide most of the city (percent of area) with easy access (~5-min walk) to a scooter for most of the day (percent of time). The Service Coverage requirement utilizes the hourly snapshots described in the Methodology of Counting Scooters Section. For area, every scooter in an hourly snapshot with a last known status of "available" in a fleet will be given a 1/4-mile circle around them, which approximates a 5-minute walking distance, which is considered "Scooter Coverage." The sum Scooter Coverage for all available scooters in a fleet is the Fleet Coverage. The Fleet Coverage divided by the total Service Area is the Percent Area Coverage.

For time, the hourly snapshots are used. Operators will meet the requirement if Percent Area Coverage is greater than or equal to 75% coverage for 75% of the hourly snapshots in a day (i.e., 18 of the 24 hourly snapshots).

#### **B. Trips per Scooter per Day**

For system monitoring, the SFMTA will regularly measure trips/scooter/day in order to assess whether fleet size appropriately matches demand and usage. The SFMTA will divide each day's total number of trips by the total deployed fleet, which is intended to incentivize permittees to utilize their total cap and provide consistent service. This metric will be calculated for total operations, as well as for each Service Area subarea (i.e. Key Neighborhoods). The SFMTA will also monitor trips/scooter/day starting or ending in Key Neighborhoods and/or Communities of Concern and may develop targets for each community after program launch.



### **Fleet Expansion**

The SFMTA may expand a permittee's maximum permitted fleet size or if the permittee demonstrates consistent deployment of its existing fleet and meets equity-based metrics and standards, with the approval of the Director of Transportation.

A maximum of 500 scooters can be permitted per expansion request. Permittees may petition the SFMTA for a fleet expansion no more than once every two months. At times of a local emergency, declared by the Mayor of San Francisco, the SFMTA may request permittees to expand their fleets to serve as mutual aid for transit and to help meet travel demand. If the SFMTA grants a fleet expansion request, such permission is conditional based on the permittee's continued demonstrated compliance with SFMTA permit terms and conditions.

The SFMTA may consider the following metrics and standards, among others, when considering whether to grant fleet expansion:

#### *Fleet Deployment*

Permittees shall demonstrate consistent, reliable service

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<sup>5</sup> The SFMTA reserves the right to audit information submitted to meet fleet expansion criteria to ensure accuracy prior to granting a fleet size increase. Additionally, with respect to the complaints database criteria, the SFMTA may perform periodic audits or review the complaints to ensure continued compliance.



### Equitable Distribution

Permittees must demonstrate their efforts to meet all equitable distribution targets to be considered for fleet size expansion. This will include compliance with Service Coverage targets in Key Neighborhoods.

### Low-Income Plan Participation

Permittees should maintain a certain target for low-income plan participation as determined by the SFMTA. The current target is one low-income plan subscription per every two permitted scooters.

### Labor Harmony

The SFMTA will monitor commitments made in each permittee's submitted Labor Harmony plan. Permittees are required to report on compliance with commitments made in these plans and must provide an update of any changes to their plans. The SFMTA will review and confirm this information prior to granting a fleet size increase.

### Complaints Database

Each permittee must maintain a database containing all public complaints and comments related to poor user behavior (e.g. sidewalk riding) and track case status through complaint resolution. This database must be shared with the SFMTA in a format as determined by the Agency, and must provide documentation of enforcement for unsafe and/or illegal rider behavior, including evidence that the permittee is investigating and taking all complaints seriously, and following the penalty structure as defined in their permit application. Permittees must maintain and update this database, to the Agency's satisfaction, prior to the SFMTA granting a fleet size increase.

### Compliance Reports

Each permittee must provide compliance reports to the SFMTA as requested by the SFMTA during the permit term. The reports must document compliance with the permit Term and Conditions, to the Agency's satisfaction, with an emphasis on rider accountability requirements, prior to the SFMTA granting a fleet size increase. Rider accountability requirements are included in, but not limited to, the Safe Riding and Parking of Scooters section of the permit Terms & Conditions.

### Life-Cycle Analysis

Permittees must submit a completed lifecycle analysis, as specified in the Sustainability Guidelines and Requirements, prior to the SFMTA granting a fleet size increase.

### Response Time

The SFMTA will monitor compliance with response time requirements enumerated in #32 and #34 of the permit terms and conditions.





## **Other Guidance**

### *Inclement Weather and Air Quality Caveat*

Given the unknown safety implications of operating powered scooters in inclement conditions, the SFMTA allows for an 'Inclement Weather Caveat'. While permittees may still choose to deploy some or all their permitted fleet, they shall not be held to deployment and distribution standards on any day where rain accumulation reaches 1/10th of an inch over the course of 24 hours, as reported by the National Weather Service.

Additionally, to protect the health and safety of operations staff, permittees shall also not be held to deployment and distribution standards on any day where the observed Air Quality Index (AQI) in San Francisco exceeds 150 ("Unhealthy"), as reported by the Environmental Protection Agency on [www.airnow.gov](http://www.airnow.gov), OR on any day where the forecast in the preceding day indicated that AQI would exceed 150 (for example, a forecast produced on Monday showing Tuesday's AQI exceeding 150).

### *Transit Connectivity & Mutual Aid*

While not required, distributing scooters peripheral to transit lines and key transit stops, stations, and hubs may increase the likelihood of Powered Scooter Share services being used as a last-mile solution. Powered Scooter Share also stands to serve as a helpful solution in the event of majorly impacted transit service. The SFMTA may request Permittees to deploy along key transit routes that have seen service cuts or disruptions while the COVID-19 Emergency is in effect.



## Appendix 6

### Powered Scooter Share Program Permit: Sustainability Guidelines and Requirements

Version 07.01.2023

#### **OVERVIEW**

This document provides guidelines for complying with requirements and specifications of the Powered Scooter Share Permit Program which are related to SFMTA’s Sustainability and Climate Action Program. These requirements are consistent with the City’s Guiding Principles for Emerging Mobility Services and Technologies, which aim to ensure that emerging services, such as Powered Scooter Share, support the city’s commitment to improving the quality of life and the environment by reducing greenhouse gas (GHG) emissions and expanding access to zero- or low-emissions transportation options. The following guidelines instruct permittees on how to avoid or mitigate negative environmental externalities associated with Powered Scooter Share programs, and clarify best practices for monitoring and sharing relevant data with the SFMTA.

#### **PURPOSE**

The existing Powered Scooter Share Pilot Program has yielded notable public benefits as a useful component of San Francisco’s transportation system. Initial findings suggest that powered scooters may replace Transportation Network Company (TNC) trips and induce transit trips, and thereby serve as an effective and low-emission last-mile solution. However, non-revenue vehicle miles traveled (VMT)—i.e. mileage associated with operations activities such as recharging, rebalancing, and maintenance—have also been substantial, and the overall environmental impact of scooter share programs is still unknown.

The SFMTA is committed to improving the quality of life and the environment in San Francisco. Both the SFMTA’s Strategic Plan and the Transit First Policy describe this commitment to sustainable transportation:

#### SFMTA Strategic Plan Goals and Objectives

Goal 2 - Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

- Objective 2.2: Enhance and expand use of the city’s sustainable modes of transportation.

Goal 3 - Improve the quality of life and environment in San Francisco and the region.

- Objective 3.3: Guide emerging mobility services so they are consistent with sustainable transportation principles.



### Transit First Policy Principles

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
4. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

The Sustainability Guidelines and Requirements strive to accomplish the following:

1. Ensure permittees incorporate best practices in scooter design;
2. Ensure permittee operations maximize energy efficiency and utilize clean energy sources; and
3. Ensure permittee's compliance with the City's Zero Waste, and Producer Responsibility Policies.

### **SUSTAINABILITY GUIDANCE**

Permittees shall describe how the operator will adhere to the following in their Recharging, Maintenance, Cleaning, and Sustainability Plan:

1. Device Best Practices
  - a. Incorporate Swappable Battery Design
    - i. Swapping batteries on-site stands to increase the longevity of powered scooter devices, improve efficiency by reducing the need to remove scooters from the street for servicing, and decreases fire risks and other hazards from unsupervised contractor charging in private homes.
  - b. Battery Requirements
    - i. Proof of UL 2271 and 2272 battery certifications from manufacturer, and
    - ii. Test results from a qualified independent lab demonstrating each model scooter put into service meets or exceeds California Vehicle Code 21223.
2. Energy Usage and Efficiency
  - a. Use clean energy sources, such as the 100% greenhouse-gas-free energy offered through the City's CleanPowerSF program.
  - b. Incentivize or require devices to be recharged within San Francisco.
  - c. Research and invest in durable powered scooters to increase fleet's longevity and to minimize scooter production environmental footprint.



- d. Streamline recharging/redistributing activities to minimize Non-Revenue VMT to the extent possible, and consider employing non-auto modes (i.e. cargo bicycle) for non-revenue/operations activities.
3. Transit-Friendly Best Practices
    - a. Employ variable rates, gamification, or other incentives to prioritize short trips, maximize fleet availability, and discourage an overconcentration of scooters.
    - b. Offer and promote incentives to start or end trips along key transit lines or at transit hubs, and encourage connections to transit as a last-mile solution.
    - c. Establish a plan for modifying service to facilitate travel throughout the City in the event of a major issue that interrupts regular transit service.
  4. Zero-Waste and Producer Responsibility
    - a. Life-Cycle Analysis (LCA) Requirement
      - i. Demonstrate and verify environmental impacts associated with all stages of scooter model(s) life span, including any adaptive models. Can include social impacts as well, and share steps that will be taken to incorporate findings into the company's operations (i.e. prioritizing deployment of the less impactful model, or adjusting the model's design to reduce harmful impacts).
    - b. Take responsibility for scooters throughout their life cycle, including:
      1. Ensure scooter fleet is appropriately sized to maintain minimum number of active scooters without excessive consumption/waste;
      2. Proactively reduce the need for new scooters through repair, resale, or redistribution for reuse;
      3. Reuse scooter parts where possible;
      4. Properly manage hazardous components including batteries; and
      5. Recycle all components of non-working scooters to the maximum extent possible.
    - c. Designate a company contact person/employee to collect permittee's scooters that are lost, damaged, or abandoned on the street, or that end up in the solid waste stream.

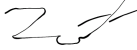
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Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Danny Yeung
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 South Van Ness, 3rd Floor
	San Francisco, CA 94103
	danny.yeung@sfmta.com
	IP Address: 75.10.236.3

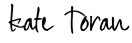
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6/30/2023 4:12:53 PM	danny.yeung@sfmta.com	

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Kate Toran Kate.Toran@sfmta.com SFMTA Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 75.10.236.27	Sent: 6/30/2023 4:28:40 PM Viewed: 6/30/2023 4:33:15 PM Signed: 6/30/2023 4:33:34 PM
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Danny Yeung danny.yeung@sfmta.com Acting Manager – Permits & Administration, TAMS SFMTA Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/30/2023 4:21:02 PM Resent: 6/30/2023 4:33:43 PM Viewed: 7/1/2023 2:06:41 AM
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<p>Erin McAuliff Erin.McAuliff@sfmta.com 5290 Transportation Planner IV Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 6/30/2023 4:33:37 PM</p>
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<p>Maddy Ruvolo maddy.ruvolo@sfmta.com SFMTA Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 6/30/2023 4:33:38 PM</p>
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