



CITY COUNCIL AGENDA REPORT



DEPARTMENT: City Manager's Office

MEETING DATE: February 20, 2018

PREPARED BY: Oliver Chi, City Manager
Brittany Mello, Senior Management Analyst

AGENDA LOCATION: AR-1

TITLE: Approval of GoMonrovia Mobility Plan and Expansion of the City's Transportation Options; Agreement with Lyft, Inc., for the Period Ending June 30, 2018, with Five (5) One-year Options to Extend; Amendment to the Agreement with PCAM, LLC dba Parking Company of American for the Period Ending June 30, 2020; Agreement with Neutron Holdings, Inc., DBA LimeBike, for the Period Ending June 30, 2018, with Five (5) One-Year Options to Extend; and Amendment to the Monrovia Municipal Code Adding Chapter 12.42 Relating to Permit and License Requirements for the Use of City Streets and Public and Private Property by Bikeshare Services; Introduction of Ordinance No. 2018-02

OBJECTIVE: To approve the City's GoMonrovia Mobility Plan, which includes (1) approval of an agreement with Lyft to provide all non-ADA related Monrovia Transit calls for service; (2) approval of an amendment to the City's existing agreement with Parking Company of America to operate Monrovia Transit to provide all ADA-related Monrovia Transit calls for service, and operate a joint Call Center for passengers seeking traditional dial-a-ride or Lyft ride services; (3) approval of an agreement with LimeBike to allow the company to operate bike share services within the City's limits; (4) introduction and first reading of Ordinance No. 2018-02 to regulate bike share companies operating in the City; and (5) approval of the use of funds to rollout and promote the program, as well as make related infrastructure enhancements, in an amount not to exceed \$50,000.

BACKGROUND: Since 1983, the City has provided on-demand transportation services for the community through our Monrovia Transit program. In addition to serving Monrovia residents, employees, and visitors, the City has agreements in place to serve the residents of both the City of Bradbury and those living in the neighboring Los Angeles County unincorporated areas just south of Monrovia, which include LA County islands located in Monrovia, Arcadia, Duarte, and El Monte.

The City's "dial-a-ride" model closely follows how most suburban communities operate their transit services, as solutions that work in denser, urban areas are not always feasible in sprawling communities. Additionally, municipalities are required to provide wheelchair-accessible transit services for those with disabilities, in compliance with the Americans with Disabilities Act (ADA) of 1990, which provides certain program limitations when looking to design reimagined transportation options.

Additionally, the City provides Monrovia Transit services using a contract operator, and the nine vehicles currently in the City's fleet, each of which are equipped with a wheelchair lift. In May 2017, the City Council approved a three-year agreement with Parking Companies of America (PCA) to provide this service through the period ending June 2020. Under this agreement, the annual cost for the provision of services averages out to a maximum amount of \$904,832.28 / year. Total costs can be lower than the maximum budgeted amount depending on overall ridership levels. The City funds this operation primarily through restricted transportation monies, as well as contract reimbursements. For passengers, the regular fare is \$1.00 / ride and the reduced fare is \$0.75 / ride for seniors and riders with disabilities. Monrovia Transit does not operate in the late evening or on major holidays, reducing people's ability to

AR-1

get around. On average, the City provides around 3,250 rides / month, of which around 255 are for riders with disabilities. Our overall costs per passenger per ride average out to \$19.70.

Against this backdrop, the City Council has raised a number of policy concerns related to transportation during the past year, including:

- Find better ways of connecting Old Town Monrovia with the Gold Line transit stop at Station Square
- Figure out how to provide residents with better options to get around town
- Develop options for connecting Monrovians to our high-tech jobs' base located on the east end of town, along with the Beckman Research Institute, Areum Apartments, and Huntington Oaks Shopping Center on the west end of town
- Provide legitimate responses to address increased traffic associated with changing demographics
- Determine how we provide more Monrovians with real public transit options when recreating, shopping, and traveling within town

These concerns, combined with high per capita costs and low ridership numbers, led staff to seek a more cost-effective, reliable way to provide convenient transit options with the potential to serve a greater proportion of our community with expanded appeal to all users.

ANALYSIS: Staff has spent the past several months developing an overall mobility plan – called GoMonrovia – to address identified issues related to our current transit model called. The GoMonrovia mobility plan will provide a faster, more efficient model of transit services for Monrovia and our surrounding service area, along with providing enhanced multi-modal transportation options for those who live, work, and play in Monrovia.

The GoMonrovia platform has been designed to include the following five components for the City Council's consideration, each of which will be outlined in turn:

1. Partnering with Lyft, a popular car share company, to provide all non-ADA related calls for service on Monrovia Transit, along with general Lyft calls within our service area, at a subsidized cost of \$0.50 / ride.
2. Amending our existing agreement with Parking Company of America (PCA) to re-tool the management and operation of the Monrovia Transit program to focus on providing all ADA-related calls for service, and operating a joint Call Center for rides using the City's dial-a-ride shuttle vans as well as Lyft-operated vehicles.
3. Partnering with LimeBike, a dockless bike share company that utilizes GPS-equipped bikes that can be unlocked, ridden, and parked on a first-come, first-served basis for \$1.00 / ride for the first 30 minutes.
4. Adopting permitting and licensing requirements to regulate bike share companies' use of City streets and public and private property for their operations.
5. Approving costs related to the successful implementation and promotion of the GoMonrovia program.

GoMonrovia Mobility Plan Components

1. Provision of Non-ADA Related Monrovia Transit Rides through Lyft

Lyft is one of the premier ride-sharing companies in the world. Lyft shares an ethos that it is important to partner with municipalities and transit agencies to improve access to transportation. One of their core

goals is to help fill in the first mile-last mile gaps in available transportation to help get folks where they need to go and improve connectivity.

Staff is proposing to enter into an agreement with Lyft to provide subsidized rides for passengers traveling within the Monrovia service area, and for all non-ADA related trips through Monrovia Transit, at a cost of \$0.50 per ride, after applying the discount code. Given the platform's current number of available drivers, Lyft believes their drivers will be able to respond and arrive to calls for service in our area within five minutes or less – a tremendous improvement from the current average 30-45 minute wait time with dial-a-ride.

The proposed GoMonrovia service area mirrors the current Monrovia Transit area, and incorporates the existing agreements with the City of Bradbury and Los Angeles County's neighboring unincorporated areas. A user catching a Lyft ride under this program will be able to travel as far west as the Arcadia mall, south to the unincorporated areas of El Monte, and east to the edge of Bradbury. They will also be able to stop at the Target on Huntington Drive to transfer to Duarte Transit for additional service east of the City.

Based on the outlined service area and Lyft's pricing model, which is calculated based on distance traveled, trip duration, and increased rates during times of peak demand, staff believes the average subsidy will cost the City \$5.00 - \$6.00 / trip. For comparative purposes, through the City's current Monrovia Transit Dial-a-Ride program, the average subsidy per ride is \$19.70. This means that the Lyft model offers a cost savings of approximately 70-75% on a per ride basis.

From a budgetary perspective, the City has already set-aside \$75,402.69 / month – or \$904,832.28 / year – for use towards dial-a-ride transportation services. Based on existing agreements, this funding amount has been established and approved through June 30, 2020. In working to develop this new GoMonrovia mobility model, staff has had extensive discussions with our current dial-a-ride operator, PCA, and we have reached an agreement to reduce our existing costs with PCA to an amount not to exceed \$420,000 / year (or \$35,000 / month).

Given that factor, our existing transportation budget will allow us to allocate our remaining annual transit budget of \$484,832.28 for use towards establishing the Lyft program. To that end, our current proposed contract with Lyft calls for a cap on City expenditures of no more than \$484,832.28 annually, which should allow for between 80,000 – 100,000 subsidized rides / year. For comparative purposes, through the City's current Monrovia Transit Dial-a-Ride operation, we provide around 39,000 rides per year.

Additionally, Lyft offers a Concierge Call Center tool, which allows for third-party booking not using a smart phone. Monrovia Transit users can call into the Call Center and receive pre-trip cost estimates and text message alerts regarding the driver's expected time of arrival and vehicle information. This tool allows access for those who do not have a smart phone and addresses the related equity concerns with this platform.

The proposed agreement with Lyft, which includes access to the Concierge software tool, is included for review as Attachment A.

2. Operation and Management of Monrovia Transit Services and Provision of ADA-Related Rides through Parking Company of America

As mentioned above, staff entered into an agreement with Parking Company of America (PCA) effective June 1, 2017, to manage and operate Monrovia Transit for the period ending June 30, 2020. Based on the current approved contract, the City has budgeted costs for transportation services during the life of the 37-month agreement for an amount not to exceed \$75,402.69 / month (or \$2,789,899.36 for the length of the agreement).

This model of providing transit services creates additional costs for the City, due to the fixed costs regardless of the level of ridership. PCA has proven to be a good partner and transit operator for the City, and following multiple discussions with their staff, PCA is amenable to partnering with the City on our new GoMonrovia transit model.

The proposed GoMonrovia Mobility Plan will continue utilizing PCA for all ADA-related calls for service through Monrovia Transit. Additionally, under the amended agreement, PCA will continue staffing the Call Center for Monrovia Transit, which will be combined with Lyft's Concierge call service software, for those passengers calling to request a non-ADA ride. For those calling to request an ADA-related ride for themselves or on behalf of another rider, Call Center staff will be able to schedule a traditional dial-a-ride trip on an available shuttle van.

Based on our discussions with PCA, we have developed a proposed updated Amendment to our existing contract that reduces our maximum costs payable to PCA to be set at no more than \$35,000 / month. By structuring the contract in this flexible manner, it will allow staff the opportunity to monitor both ADA and non-ADA ridership levels during the initial roll-out of the GoMonrovia program, and to make budgetary adjustments as necessary based on overall ridership demand.

The amended agreement with PCA is attached for the City Council's consideration (Attachment B).

3. Provision of Bike Share Services through LimeBike

LimeBike is a new bike-share company that launched in 2017 and is revolutionizing the way bike-sharing operates. They are currently operating in almost 40 cities and universities across the country with over 12,000 bikes in operation. Traditionally, bike share operators have relied on expensive docking stations that require significant infrastructure investments and take years to construct. After these expenses, the traditional model still leaves riders facing a transportation gap, as they must pick up and return the bikes at these limited docking locations.

LimeBike flips this model on its head by equipping their bikes with GPS locators, anti-theft devices, and built-in locking mechanisms, which allow for a dockless bike sharing model. Now, LimeBike riders can use their smart phones to locate a nearby bike, unlock it, take it for a ride, and then park it any location where it is safe to do so.

LimeBike costs \$1.00 for the first 30 minutes of a trip, and an additional \$0.50 every 30 minutes for extended trips. Additionally, users may purchase a monthly premium pass for \$29.95 for 100 rides.

Additionally, college students and school staff with an ".edu" email address (such as the students and faculty at Monrovia-based Mt. Sierra College) qualify for lower pricing, at just \$0.50 per 30 minute ride and a \$14.95 monthly pass.

It should be noted that a rider must be at least 18 years old to use LimeBike, but minors who are at least 13 years of age may use LimeBike under their parent or legal guardian's account. Under California state law, all minors must wear a helmet when riding a bicycle, while the use of a helmet is optional for adults.

Over the past few weeks, staff has been conducting outreach to local businesses and property owners in Monrovia to let them know about the GoMonrovia program, and see if they would be interested in having bikes placed on-site for their employees and guests. Overall, businesses have been receptive to the program, and staff is working with LimeBike to coordinate the bike deployment. Furthermore, staff has partnered with the local bike advocacy group, Move Monrovia, to host a community bike ride for the launch of the GoMonrovia program, and aims to provide bike safety education.

Throughout this partnership, LimeBike will work closely with staff and provide us monthly "hot spot" reports to see where bikes are being used the most, to assist in the City's planning efforts for future bike-related improvements.

The agreement with LimeBike is attached for the City Council's consideration (Attachment C).

4. An Ordinance to Regulate the Operation of Bike Share Companies

As a precaution against disorderly or unauthorized use or placement on City property, staff is also recommending the City adopt an ordinance to require certain permitting and licensing standards be met, mainly that a bike share company must obtain prior authorization before operating in the City or placing a bike rack or bike on City property.

To that end, staff is recommending that the City Council introduce and waive further reading of Ordinance 2018-02 (Attachment D), thereby instituting the new Bike Share Services regulations.

5. Rollout and Implementation Efforts

Over the past several weeks, staff has been working to develop an implementation and marketing plan for GoMonrovia. Pending the City Council's approval of the initiative, staff has carefully selected multiple locations throughout Old Town Monrovia and Station Square to position bike racks for the LimeBike program. While bike racks are not required, as the bikes have built-in locking mechanisms, staff believes that the availability of bike racks will encourage better parking etiquette and increased visibility.

Additionally, staff has been in discussions with the local design firm, Ready Artwork, to develop marketing materials that will be placed throughout Old Town and at Station Square to promote the GoMonrovia program. As the City's primary transit hub, staff is seeking to place banners and other distinctive marketing materials to raise awareness of the GoMonrovia program amongst residents, commuters, and visitors.

Staff is requesting that funds be allocated to assist in the rollout of the GoMonrovia program to install bike racks and make related infrastructure enhancements, post informational signage, and produce marketing materials in an amount not to exceed \$50,000 in AB 2766 funds, including:

- Park It Bike Rack Company (Batavia, IL) - \$15,000
- Park Warehouse, LLC (Boca Raton, FL) - \$2,000
- Ready Artwork (Monrovia, CA) - \$15,000
- Related infrastructure improvements - \$18,000

FISCAL IMPACT: Taken together, the recommended actions associated with the City's GoMonrovia Mobility Plan are projected to have the following fiscal impact:

- Currently, the City has budgeted an amount not to exceed \$2,789,899.36 for the 37-month period between June 1, 2017 – June 30, 2020. This equates to an average monthly maximum expenditure of \$75,402.69 / month, or \$904,832.28 / year.
 - The amended agreement with Parking Company of America for the reduced operation and management of Monrovia Transit dial-a-ride services, focusing primarily on the provision of ADA-related ride requests and operating the Call Center, will cost the City an amount not to exceed \$35,000 / month, or \$420,000 / year.
 - Based on our current approved budgetary expenditures, the updated PCA agreement will leave an annual amount of \$484,832.28 (or an average of \$40,402.69 / month) for use towards establishing the Lyft program.
 - It is estimated that the average subsidy per ride will cost the City approximately \$5.00 - \$6.00. Compared with the current average cost per ride of \$19.70, this represents a cost savings of approximately 70-75% on a per ride basis.
 - While the costs associated with operating the Lyft portion of our GoMonrovia program for the provision of non-ADA related Monrovia Transit ride requests will vary depending on ridership levels, distance traveled, time spent traveling, and usage during times of peak demand ("surge pricing"), the amount that has been set-aside should allow for around 80,000 – 100,000 individual rides per year. For comparison, the City's current Monrovia Transit Dial-a-Ride operation provides around 39,000 individual rides per year.
- There are no direct costs related to the agreement with LimeBike for the provision of bike share service within the City's limits.

- To help roll out and promote the overall GoMonrovia program, which includes advertising and outreach related to proper bike etiquette and bike parking habits, the City is seeking to install bike racks and make related infrastructure enhancements, while also posting informational signage and produce marketing materials. To fund these activities, staff is requesting an amount not to exceed \$50,000, which is available through the City's allocation of AB 2766 Subvention Funds.

ENVIRONMENTAL IMPACT: There is no environmental impact associated with approving the City's GoMonrovia Mobility Plan.

OPTIONS: The following options are presented for City Council consideration:

1. Approve the City's overall GoMonrovia Mobility Plan to amend the City's existing Monrovia Transit dial-a-ride services and provide expanded transportation options through the following actions:
 - a. Approve the agreement with Lyft, Inc. ("Lyft") for the provision of all non-ADA related Monrovia Transit ride requests with the initial term ending June 30, 2018, and the option of up to five additional one-year term extensions through June 30, 2023.
 - b. Amend the existing agreement with PCAM, LLC dba Parking Company of America ("PCA") for the management and operation of the Monrovia Transit program and provision of ADA-related ride requests through June 30, 2020.
 - c. Approve the agreement with Neutron Holdings, Inc. DBA Limebike ("LimeBike") for the provision of bike share services with the initial term ending June 30, 2018, and the option of up to five additional one-year term extensions through June 30, 2023.
 - d. Adopt the permit and license requirements for the use of City streets and public and private property by bike share services as set forth in the proposed Ordinance.
 - e. Allocate and appropriate \$50,000 from AB 2766 Subvention Funds for use towards making infrastructure enhancements related to the bike share and overall GoMonrovia program.
2. Do not approve the City's GoMonrovia Mobility Plan and provide staff with additional direction.

RECOMMENDATION: Staff recommends that the City Council select Option 1; approval of the GoMonrovia Mobility Plan.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to approve the City's overall GoMonrovia Mobility Plan to expand the City's existing transportation options by approving the agreements with Lyft and LimeBike; amending the agreement with Parking Company of America; and authorizing the City Manager to execute the necessary documents in a form approved by the City Attorney; introduce, waive further reading, and read by title only Ordinance No. 2018-02; and approve funds to rollout and promote the program in an amount not to exceed \$50,000.

GENERAL SERVICES AGREEMENT

This General Services Agreement (“**Agreement**”) dated February 20, 2018, and set to go into effect March 17, 2018 (“**Effective Date**”), by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“**Lyft**”) and City of Monrovia, a California municipal corporation, located at 415 South Ivy Avenue, Monrovia, CA 91016, (“**Partner**”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Lyft operates a ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows users the opportunity to request a ride from one location to another (each, a “**Ride**”). The transportation services (“**Driving Services**”) are provided by authorized drivers using their own vehicles (“**Drivers**”). Lyft provides enterprise transportation solutions through its Concierge Service, and Lyft Codes programs (collectively, “**Programs**”) to business partners to administer, track and manage its transportation spend for its authorized users (each, a “**User**”). Partner desires to participate in the Programs, and Lyft and Partner agree to launch the Programs in accordance with the terms of this Agreement and as specified in Exhibit A.

2. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “**Term**”). Except as expressly agreed to in Section 3 (and Exhibit A) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

3. **Fees and Payment.**

3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“**Fees**”). Fees due are payable in accordance with the payment schedule set forth in Exhibit A.

4. **Proprietary Rights.**

4.1 **License to Use Lyft Marks.** Lyft hereby grants to Partner a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, “Lyft Marks”) during the Term, solely in furtherance of Partner’s obligations in this Agreement. Partner’s use of any of the Lyft Marks shall be subject to Lyft’s prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Partner hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Partner shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Partner’s use of Lyft Marks must conform to Lyft’s usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

4.2 **License to Use Partner Marks.** Partner hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Partner (collectively, “Partner Marks”) during the Term, solely in furtherance of Lyft’s obligations in this Agreement. Lyft’s use of any of the Partner Marks shall be subject to Partner’s prior written approval in each instance. Partner warrants and represents that it has (or has obtained from all

appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Partner Marks shall remain the sole and exclusive property of Partner and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Partner Marks shall inure directly to the benefit of Partner. Lyft's use of Partner Marks must conform to Partner's usage guidelines and instructions as Partner may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Partner Marks be altered or changed in any way).

5. **Confidential Information.**

5.1 Either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the "**Confidential Information**"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

5.2 Requirements. Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party a minimum of ten (10) business days prior to the proposed disclosure, so that the Disclosing Party may assert any defenses to disclosure that may be available. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

6. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to

the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. **Representations and Warranties; Disclaimer.**

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. Additionally, both Parties acknowledge and agree that Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement shall not be subject to 49 C.F.R. §37.23.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE (“**LYFT MATERIALS**”). LYFT PROVIDES THE LYFT MATERIALS “AS IS” AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET PARTNER’S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, PARTNER’S SOLE REMEDY, AND LYFT’S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

8. **Ownership and Feedback.** Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Partner or any User in connection with this Agreement. Partner acknowledges and agree that any questions, comments, suggestions, ideas, feedback or other information about the Programs (“Feedback”) provided by Partner to Lyft are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Partner or any User

9. **Indemnification.**

9.1 Indemnification by Lyft. Notwithstanding the existence of the required insurance coverage, Lyft shall defend, indemnify, save and hold harmless Partner and its directors, officers, employees, subcontractors and agents from any and all actions, suits, proceedings, claims, demands, losses, damages, penalties, obligations, liabilities, costs and expenses, of any type or name whatsoever, including legal costs and

attorneys fees, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, state agency, or other organization or person, whether public or private, for injury to or death of any person or person, for damage to property, including property owned by Partner or any of its members, and for acts and omissions committed by Lyft, its officers, employees, contractors, subcontractors, and agents, arising out of or related to Lyft's performance under Agreement. Lyft agrees to pay all costs and expenses incurred by Partner, its members or officers, officials, agents, employees, subcontractors and agents in connection with any of said claims, damages, penalties, obligations or liabilities, including attorney's fees incurred in connection therewith, regardless of whether suit is actually filed. Lyft also agrees to defend, indemnify and hold harmless Partner and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 7; (iii) any allegation that Partner's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Lyft's violation of applicable law. The obligations of this Section 9.1 shall survive any termination or expiration of this Agreement.

10. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY PARTNER FOR CHARGES INCURRED BY USERS, NOR TO LYFT'S OBLIGATION TO INDEMNIFY AND DEFEND PARTNER AS SPECIFIED IN SECTION 9, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY.

11. **Insurance.**

11.1 Insurance Limits. During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with a combined single limit of not less than \$ 10,000,000 per occurrence.
- c. Comprehensive commercial vehicle liability insurance with a combined single limit of not less than \$10,000,000 per occurrence.

11.2 Insurance Requirements. All such insurance except Workers Compensation shall:

- a) Include coverage for all vehicles used in the performance of Agreement.
- b) Name Partner, and its directors, officers, employees, subcontractors and agents as additional named insureds (“Additional Insureds”).
- c) Contain standard cross-liability provision.

11.3 Additional Insurance Requirements. The following provisions shall also apply to all insurance:

- a) Such insurance shall be primary with respect to any insurance maintained by the Additional Insureds and not contributing with any other insurance maintained by the Additional Insureds, and shall waive rights of subrogation and contribution against the Additional Insureds.
- b) Certificates of insurance shall be submitted to Partner, and approved by Partner prior to commencement of any work under Agreement.
- c) The certificates of insurance are to reflect that the insurer will provide at least forty-five (45) days prior written notice to Partner of any cancellation or modification of coverage. Lyft agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. Lyft agrees to provide complete copies of policies to Partner upon request.
- d) Additional Insured will not be responsible for the payment of premiums or assessments.
- e) Lyft shall maintain such insurance from the timework first starts through the term of Agreement.

12. **Termination.**

12.1 Termination Events. This Agreement may be terminated by either party, by written notice to the other party, in the event of a material breach by the other party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching party. Termination by either party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party’s initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party’s property; or (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

12.2 Survival. Any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, 11 (for the period specified), 12.2 and 13 shall survive the expiration or termination of this Agreement.

13. **General.**

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflict of laws provisions.

13.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

13.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

13.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

13.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

13.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party; or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

13.7 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

13.8 Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LYFT, INC.

By: _____
Printed Name:
Title:

PARTNER

By: _____
Printed Name: Oliver Chi
Title: City Manager

ATTEST

By: _____
Printed Name: Alice D. Atkins, CMC
Title: City Clerk

APPROVED AS TO FORM

By: _____
Printed Name: Craig A. Steele
Title: City Attorney

EXHIBIT A

ACTIVITIES

1. Overview.

The activities described herein shall take place in the GoMonrovia Service Area, as set forth in the map attached hereto as **Attachment 1** (“**Program Map Area**”). The GoMonrovia program will provide subsidized rides for all eligible residents and visitors who apply the coupon codes using Lyft within the boundaries of the Program Map Area. Riders who have entered the coupon codes will pay Fifty Cents (\$0.50) per Lyft ride which has a starting and ending destination within the boundaries of the Program Map Area, with the remaining cost of the ride covered by the City, pursuant to the terms and conditions outlined in this Exhibit A. up to a maximum subsidy amount of Forty Dollars (\$40.00) per ride, and One Hundred and Twenty One (121) rides per passenger per month.

2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through June 30, 2018 (“**Initial Term**”). The Initial Term may be extended at the option of the Partner for up to five (5) additional one (1) year terms, with each extension term commencing on July 1st of the corresponding year, and ending on June 30th of the following year.

3. The Dashboard.

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the “**Dashboard**”). Within the Dashboard, Partner may view, add or remove Users, generate reports of User activity, and place certain restrictions on Users’ activity. As related to the Concierge Service, Partner may also use the Dashboard to request Rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner’s administrator (each, an “**Administrator**”) and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and will indemnify Lyft for all activity occurring under Partner’s Dashboard login credentials, except to the extent caused by Lyft’s breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner’s Dashboard or if Dashboard login credentials information is lost or stolen.

4. Concierge Service.

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a “**Request**”). Each Request will include all relevant Ride information, including but not limited to, the User’s first and last name, pick-up and drop-off

location, and telephone number (collectively, “**User Information**”). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by Users will be subject to Lyft’s cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service (“**Concierge Rides**”). All Concierge Rides are subject to prime time surcharges and Driver availability.

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User’s Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Partner agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims arising out of a breach of Partner’s representations and warranties.
- iii. **Call Center.** The Partner or its contractor will provide Call Center staffing for those Users who do not own or have access to a cellular phone using the Concierge Service to request a ride. Users who call into the Call Center and request a wheelchair-accessible vehicle will be scheduled to travel on the Partner’s or its contractor’s wheelchair-accessible vehicle fleet.
- iv. **Wheelchair-Accessible Vehicles.** The Partner’s fleet of wheelchair-accessible vehicles shall be added to and made available for booking on the Concierge Service and be available to Users who call into the Call Center and request a ride.

5. **Partner Codes:** Lyft will provide Partner with a coupon code (the “Partner Code”) for use with this Agreement, with the following restrictions:

- o **Credit Value:** Each Partner Code shall have a credit value of up to Forty Dollars (\$40.00) per ride per Partner Code redeemed.
- o **Valid Use:** Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain and active Lyft account, including agreeing to Lyft’s Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User’s Lyft App; (d) take a completed rides via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
- o **Code Expiration:** Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.

- o Payment: Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.
- o Other Code Restrictions:
 - **Program Map Area** – The Partner Codes will be for travel limited by a geofence as outlined and detailed in **Attachment 1**.
 - **Maximum Partner Codes** – During the Term of this Agreement, the parties agree that no more than forty-thousand (40,000) Partner Codes may be available for redemption, unless otherwise amended in writing and consent by the parties.
 - **Monthly Maximum Rides Per User** – During the Term of this Agreement, the parties agree that each Partner Code shall allow each User a maximum of One Hundred and Twenty One (121) rides per month, unless otherwise amended in writing and consent by the parties.
 - **Code Modification / Code Termination** – Partner may modify the terms or terminate the Partner Codes, at will, after giving written notice to Lyft, to take effect at a mutually agreed upon time and date. Partner shall not request modifications or termination of codes more than once every Thirty (30) calendar days.
 - **Timeblocking** – Partner codes will not be limited to time of day or day of the week.
- o Reporting: Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.
- o Budget: During the Initial Term, the Partner shall not be liable for a payment obligation of more than 141,409.42 associated with Partner Codes (“Initial Budget”), unless modified or amended in writing duly approved and executed by Partner. In each subsequent contract term, in no event shall Partner incur or be liable for a payment obligation of more than \$484,832.28 associated with Partner Codes (“Budget”), unless modified or amended in writing duly approved and executed by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.

6. **Additional Obligations.**

Lyft Obligations.

- o Marketing or Additional Services to be Provided by Lyft: Lyft shall coordinate with Partner to issue at least one press release annually regarding the overall GoMonrovia transportation partnership between Lyft and Partner. In addition, Lyft shall coordinate with Partner in developing ongoing transportation program marketing efforts annually to promote the GoMonrovia program program and other related / relevant mobility activities.

Partner Obligations.

- o Marketing or Additional Services to be Provided by Partner: Partner shall coordinate with Lyft to issue at least one press release annually regarding the overall GoMonrovia transportation partnership between Partner and Lyft. In addition, Partner shall coordinate with Lyft in developing ongoing transportation program marketing efforts annually to promote the GoMonrovia program and other related / relevant mobility activities.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any actual usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

Name:

Phone:

Email:

For Partner:

Name: Oliver Chi, City Manager

Phone: (626) 932-5585

Email: ochi@ci.monrovia.ca.us

Name: Lauren Vasquez, Deputy City Manager

Phone: (626) 932-5506

Email: lvasquez@ci.monrovia.ca.us

Name: Brittany Mello, Senior Management Analyst

Phone: (626) 932-5571

Email: bmello@ci.monrovia.ca.us

ATTACHMENT 1
[Program Map Area]

ATTACHMENT 2
[Monthly Data Reporting]

**AMENDMENT NO. 1 TO THE AGREEMENT DATED JUNE 1, 2017,
BETWEEN THE CITY OF MONROVIA AND PCAM, LLC, dba
PARKING COMPANIES OF AMERICA, FOR THE OPERATION OF
PUBLIC TRANSPORTATION SERVICES.**

This Amendment ("AMENDMENT NO. 1"), made and entered into this 20th day of February, 2018, by and between the CITY OF MONROVIA, hereinafter referred to as "CITY," and PCAM, LLC dba PARKING COMPANIES OF AMERICA, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY entered into that certain original agreement, dated June 1, 2017, ("AGREEMENT"), with CONTRACTOR for management, operation, and maintenance for the demand responsive community transit program, hereinafter referred to as "MONROVIA TRANSIT," and

WHEREAS, CITY desires the continued provision of such services by CONTRACTOR and it is in the public interest for CITY to continue to operate general public paratransit service referred to in the AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR mutually agree as follows:

SECTION 1. RATES AND COMPENSATION

Section X of the AGREEMENT is hereby stricken and replaced with the following:

A. Maximum Compensation. The maximum cumulative compensation to be paid to CONTRACTOR

A. Operation Costs. CONTRACTOR shall be paid an agreed upon monthly fee for services provided, the amount of which shall be formalized and agreed upon in writing by both CITY and CONTRACTOR, and which shall in no instance exceed \$35,000 per month, unless expressly approved by CITY. In calculating the monthly fee for service, CONTRACTOR shall be paid an amount equal to the number of actual Revenue Service Hours times the "Rate per Revenue Service Hour" minus any fare box revenues collected. The "Rate per Revenue Service Hour" for MONROVIA TRANSIT shall in no instance exceed \$85.69 / hour.

B. Maximum Compensation. The maximum cumulative compensation to be paid to CONTRACTOR for operation of MONROVIA TRANSIT rendered under AMENDMENT NO. 1 is based on a Rate per Revenue Service Hour that shall not exceed \$85.69 per hour. Furthermore, notwithstanding the funding formula as outlined herein, in no event shall the maximum cumulative compensation paid to the CONTRACTOR exceed **Nine-Hundred Sixty-Two Thousand Five Hundred Dollars (\$962,500)** for the 27-½ month period between March 15, 2018, through June 30, 2020.

SECTION 2. UPDATED OPERATIONAL STANDARDS

A. Call Center. CONTRACTOR shall continue to operate the Call Center for MONROVIA TRANSIT, and shall also provide dispatching services for the City's new GoMonrovia mobility program.

B. Compliance with California Minimum Wage Regulations. CONTRACTOR establish a compensation plan for CONTRACTOR'S employees that comply with California Minimum Wage regulations.

SECTION 3. ORIGINAL AGREEMENT

Except as modified or changed herein, all other terms and provisions of the AGREEMENT shall remain in full force and effect.

SECTION 4. PRECEDENCE

In the event of any material discrepancy between the express provisions of this AMENDMENT NO. 1 and the AGREEMENT, the provisions of AMENDMENT NO. 1 shall prevail.

SECTION 5. ENTIRE AGREEMENT

This AMENDMENT NO. 1 and the AGREEMENT and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This AMENDMENT NO. 1 supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AMENDMENT NO. 1 acknowledges that no representations by any party, which are not embodied herein, and no other agreement, statement or promise not contained in AMENDMENT NO. 1 shall be valid and binding. Any modification of AMENDMENT NO. 1 will be effective only if it is in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused AMENDMENT NO. 1 to be executed on the day and year first written above.

**CITY OF
MONROVIA**

**PCAM, LLC dba
Parking Company of America**

Oliver Chi, City Manager
City of Monrovia

Eric Chaves
President

ATTEST:

Alice D. Atkins, CMC, City Clerk
City of Monrovia

Pep Valdes
Executive Vice President

APPROVED AS TO FORM:

Craig A. Steele, City Attorney
City of Monrovia

Service Agreement - Bike Sharing Services

This agreement for Bike Sharing Services ("agreement" is made this 20th day of February, 2018, by and between the City of Monrovia (the "City") and Neutron Holdings, Inc. DBA Limebike ("LimeBike").

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike share services are a component to help the City achieve its transportation goals and the City desires to make bike share services available to residents and those who work in the City.
3. LimeBike proposes to operate a bike share program within the City.
4. LimeBike will abide by all city ordinances, permit requirements, and rules governing the use of public space to efficiently and effectively provide bike share services.
5. LimeBike shall use GPS, 3G, and self-locking technology in its bike fleet such that bikes may be locked and opened by users with an app and tracked to provide for operations and maintenance.

Agreement

1. Use of City Property. Subject to issuance of a permit for specific locations as required by the Monrovia Municipal Code, the City authorizes LimeBike to use the public way solely for the purposes set forth in Section 2 of this Agreement. This authorization is non-exclusive, is revocable, not a lease or an easement, and is not intended and shall not be construed to transfer any permanent or real property interest in City Property, or any right to exclude others.
2. Permitted Use. LimeBike and its customers may use the public way solely for parking of bicycles owned and maintained by LimeBike for use in the bike share program. LimeBike shall not place or attach any personal property, fixtures, or structures to City Property without first obtaining current permits from the City.
 - a. Use of the public way, and LimeBike's operations within the City, shall, at a minimum: a) not adversely affect City Property or the City's streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian or vehicular movement within the public way or along other property or rights-of-way owned or controlled by the City; d) not create conditions which are a threat to public safety and security, and e) comply with applicable laws.
 - b. Upon termination of this MOU by either party, LimeBike shall, at its sole cost and expense, remove its property from the public way within five (5) business days.

3. Bike parking. The City, at its own discretion, may support the bike sharing program with the installation of bike racks and/or painted bike parking spots, and recommended bike parking spots without racks or painting, in the City to assist with the orderly parking of bikes throughout the City. City's bike racks and/or marked parking spaces shall not be exclusive to LimeBike users.
4. Condition of City Property
 - a. City makes the public way available to LimeBike in a non-exclusive, "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by LimeBike or its customers, and assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future.
 - b. City shall have no liability for loss or damage to LimeBike's bikes or other property, or to any LimeBike user. LimeBike agrees that City is not responsible for providing security at any location where LimeBike's bikes are stored or located, and LimeBike hereby waives any claim against City in the event LimeBike's bikes or other property are lost or damaged.
5. Maintenance and Care of portion of City Property: LimeBike expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the LimeBike's use of City Property. Should the LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to pay City's costs in making such repairs, replacements or restorations.
6. Operations & Maintenance. LimeBike will cover all maintenance costs for the bike fleet and other equipment and will maintain the bike fleet and equipment to the minimum level of service and reporting outlined in Exhibit A.
7. Indemnification. To the full extent permitted by law, LimeBike shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees of counsel of City's choice, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:
 - a. Any occurrence upon, at or from City Property or occasioned wholly or in part by the entry, use or presence upon City Property by LimeBike or by anyone making use of City Property at the invitation or sufferance of LimeBike, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
 - b. Use of LimeBike's bikes by any individual, regardless of whether such use was with or without the permission of LimeBike including, without limitation, claims for bodily injuries or death by users of the bikes or third parties at any location.
8. Insurance. LimeBike shall procure and maintain for the duration of this agreement insurance against claims for which LimeBike has indemnified the City pursuant to Section 5 of this Agreement. LimeBike shall maintain General Liability limits no less

than Two Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, and not less than Four Million and no/100 Dollars (\$4,000,000.00) in the aggregate. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the LimeBike's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the LimeBike's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.

9. Compliance with Law. LimeBike at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for LimeBike's lawful use or occupancy of City Property or any portion thereof, LimeBike shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with LimeBike, at no additional cost to City, such that LimeBike can properly comply with this Section and be allowed to use City Property as specified in Section 3, above.
10. Required Reports. LimeBike shall provide written reports to the City concerning utilization of its bikes and bike route usage not less than quarterly, and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
11. No Joint Venture or Agency. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture, agency or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
12. Exclusive Operator. City designates LimeBike as the exclusive provider of bike share services within its city limits for the term of this pilot program. This designation is personal to LimeBike and may not be assigned or transferred to any party.
13. Term. This agreement shall commence on February 20, 2018, (the "Commencement Date") and shall continue through June 30, 2018 ("Initial Term"). The Initial Term may be extended at the option of the Partner for up to five (5) additional one (1) year terms, with each extension term commencing on July 1st of the corresponding year, and ending on June 30th of the following year, unless earlier terminated pursuant to Section 14, below.
14. Termination. This agreement may be terminated prior to the expiration date set forth in Section 13, above, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from City to the LimeBike terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to the LimeBike of such termination.

- b. An attempt to transfer or assign this agreement by LimeBike.
- c. Any material breach of this agreement by LimeBike which is not cured within fifteen (15) calendar days of LimeBike's receipt of written notice of such breach from the City, in which case City may terminate this agreement upon an additional seven (7) calendar days' notice to LimeBike.

LimeBike shall not terminate this agreement without first by giving at least 180 days' written notice of plans for termination to the City.

- 15. Integration and Amendment. This agreement represents the entire integrated amendment between the parties as to its subject, and no other outside agreement, amendment, promise or understanding between the parties is valid if not set forth herein. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
- 16. Permits. The City shall notify LimeBike of any local permits required, if any, of the company for its local operation.
- 17. Applicable Law and Venue. The laws of the State of California shall govern the interpretation and enforcement of this agreement.
- 18. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 19. Attorney's Fees. If either party is forced to bring legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.
- 20. Damages. In the event of a breach of this agreement by the City, LimeBike's sole remedy shall be the remedy of specific performance and the City shall not be liable to LimeBike for money damages including, without limitation, consequential damages, lost profits or punitive damages.

Executed the day and year first above written, by the parties as follows:

Neutron Holdings, dba LimeBike:

By: _____

Name: _____

Title: _____

City of Monrovia:

By: _____

Name: Oliver Chi

Title: City Manager

ATTEST:

By: _____

Name: Alice D. Atkins, CMC

Title: City Clerk

APPROVED AS TO FORM

By: _____

Name: Craig A. Steele

Title: City Attorney

Exhibit A

Description of LimeBike's Service Level Agreement

The following performance indicators shall be met and reported to help the City measure our success serving its citizens and improving the livability and mobility of Monrovia. LimeBike will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	LimeBike reservation system fully operational	Uptime reporting	99.5% uptime.	quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the City of Monrovia	monthly
Bicycles in service	Bikes in service	Daily uptime reports	Deploy and maintain a minimum of 200 bicycles in service in any calendar month. Bicycles will be phased into deployment over a 6 week period and can be increased based on usage and demand.	quarterly
Report-responsive	Response time to improper bike parking / other problems communicated to Customer Service	Time relative to report logs	<p>Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays.</p> <p>For any complaint outside of business hours, within two hours (2) of start of business hours</p>	quarterly

ORDINANCE NUMBER 2018-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONROVIA, CALIFORNIA, ADDING CHAPTER 12.42 TO THE
MONROVIA MUNICIPAL CODE RELATING TO PERMIT AND
LICENSE REQUIREMENTS FOR THE USE OF CITY STREETS
AND PUBLIC AND PRIVATE PROPERTY BY BIKESHARE
SERVICES**

**THE CITY COUNCIL OF THE CITY OF MONROVIA DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1. Chapter 12.42 (“Bikeshare Services”) is hereby added to the Monrovia Municipal Code to read as follows:

“Chapter 12.42 Bikeshare Services

Sections:

- 12.42.010 Bikeshare services permitted.
- 12.42.020 Permit required.
- 12.42.030 Placement, design and maintenance.
- 12.42.040 Removal of Bike Racks.
- 12.42.050 Display of certain matter prohibited.
- 12.42.060 Compliance by present owners.
- 12.42.070 Location on private property.

§ 12.42.010 Bikeshare Services Permitted

The renting, lending, or sharing of bicycles by and to members of the public from an unattended rack or other location (“Bikeshare”), placed upon or near a public sidewalk or right-of-way, or in another publicly accessible location, shall be permitted only in accordance with the regulations of this chapter.

§ 12.42.020 License and Permit Required

(A) No person shall operate a Bikeshare service or install or maintain a rack therefor without first obtaining a business license and permit from the business license officer and an approved agreement with the City authorizing the use of City property. The City may charge a fee to the Bikeshare service for the use of City property, established by resolution of the City Council.

(B) An application for a permit shall be filed with the business license officer on an application form which shall contain:

- (1) The name, address and telephone number of the person or entity who owns the Bikeshare business;
- (2) The signature of the owner or authorized officer of the business agreeing to all terms and conditions of the permit and agreement with the City;

(3) The location of each bike rack or other facility proposed to be placed and maintained in the City, subject to the approval of the City Engineer;

(4) A precise plan or drawing depicting the exact proposed location of each rack or other facility.

(5) The contact name and 24-hour contact information for the person or persons in charge of maintenance, retrieval and relocation of the bicycle fleet;

(6) Any certificates of liability insurance required by the City agreement or this Chapter.

(C) A permit application shall be accompanied by an inspection fee of \$5 for each bike rack installed by the permittee.

(D) Issuance of a permit shall be contingent upon payment of the applicable business license tax set forth in Title 5 of this code. Failure to pay such tax will result in the revocation of existing permits.

(F) The permittee shall maintain general commercial liability insurance covering personal injury and property damage arising out of the use, operation, ownership and maintenance of the Bikeshare service with limits of at least \$1 million per occurrence and \$2 million in the aggregate, with the city named as an additional insured. Evidence of such insurance shall be filed with the Business License Officer before issuance of a permit. The insurance shall provide that cancellation shall be effective only after 30 days written notice thereof delivered to the Business License Officer.

§ 12.42.030 PLACEMENT, DESIGN, AND MAINTENANCE

(A) Bikeshare racks, bikes and facilities shall be placed and maintained so they do not:

(1) Endanger the safety of persons or property;

(2) Interfere with any governmental or other permitted use of the sidewalk;

(3) Unreasonably interfere with pedestrians, including persons entering or leaving motor vehicles or businesses;

(4) Interfere with ingress or egress to private property;

(5) Interfere with the use of mail boxes or traffic signals;

(6) Inhibit any designated path of travel for persons with disabilities.

(B) Bikes shall not be parked and bike racks shall not be placed:

(1) Within three feet of any marked crosswalk;

(2) Within 15 feet of the curb return of any unmarked crosswalk;

(3) Within five feet of any fire hydrant, fire call box, police call box or other emergency facility;

(4) Within five feet of any driveway;

(5) Within five feet ahead of, or 25 feet to the rear of any sign marking a designated bus stop;

(6) Within six feet of any bus bench or bus shelter;

(7) At any location where the clear space for the passageway of pedestrians is reduced to less than six feet;

(8) So as to project onto or over any part of the roadway of any public street or alley open to vehicular traffic, or rest wholly or in part upon, along or over any portion of the roadway of any public street or alley open to vehicular traffic;

(9) Within three feet of any display window of any building abutting a sidewalk or parkway, or in such manner as to impede or interfere with the reasonable use of such window for display purposes.

(C) Any bike racks installed, used or maintained shall not exceed five feet in height, 30 inches in width or two feet in thickness. Mounting for bike racks shall be of a design and aesthetic approved by the City and bolted in place to the sidewalk. Equivalent designs shall be subject to the approval of the Development Review Committee.

(E) Each bike rack installed, used or maintained pursuant to this chapter shall be identified with the name, address, telephone number and permit of the owner in a manner so as to be clearly visible. No bike rack shall carry any advertising except the name of the Bikeshare service or a public service message from the City of Monrovia.

(F) Bike racks shall be maintained in good working order at all times, and in a clean and neat condition. No bike rack shall be placed or maintained on a sidewalk opposite another bike rack or news rack.

§ 12.42.040 Removal of Bike Racks

(A) Any bike rack or other Bikeshare facility installed, used or maintained in violation of the provisions of this chapter may be removed or stored in any convenient place by any officer of the city. Ten (10) calendar days prior to removal, written notice of the violation shall be given by attaching a notice of violation to the bike rack or facility and mailing such notice to the permittee. At any time within said 10-day period, an informal administrative hearing to challenge the existence of the alleged violation may be requested by the permittee or a representative of the permittee. The hearing shall be held before the Development Review Committee, whose decision in the matter shall be final and not subject to the appeal provisions set forth in Title 2 of this code. If the permittee fails to correct the violation during the 10-day period, or within five days following an adverse decision by the Development Review Committee, whichever is later, the bike rack or other structure shall be removed, held as evidence or disposed of as unclaimed property by the Police Department.

(B) The cost of removal and/or storage by the city of any bike rack or other facility subject to this chapter shall be chargeable as a civil debt to the owner thereof and may be collected by the city in the same manner as it collects any other civil debt or obligation.”

Section 2. If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part hereof. The City Council of the City of Monrovia hereby declares that it would have passed each section, subsection, subdivision, paragraphs, sentences, clauses or phrases be declared invalid.

Section 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published as required by law and transmit the adopted Ordinance to the appropriate franchisees.

INTRODUCED this 20th day of February, 2018.

PASSED, APPROVED, AND ADOPTED this 6th day of March, 2018.

Tom Adams, Mayor
City of Monrovia

ATTEST:

APPROVED AS TO FORM:

Alice D. Atkins, CMC, City Clerk
City of Monrovia

Craig A. Steele, City Attorney
City of Monrovia