Pedestrian Safety in the Era of Electric Mobility Devices

**Finding:** The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use. The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use.

**Recommendation:** The City should implement a new policy that includes specific provisions for electric scooters, such as clear signage, designated areas for use, and adherence to existing traffic laws. This policy should be developed and implemented by SFMTA no later than June 2020.

**Response:** Mayor [September 15, 2019] has been implemented.

**F2** Traffic Company enforcement efforts are currently limited to street vehicular traffic and do not include enforcement of moving violations occurring on sidewalks. Mayor [September 15, 2019] has been implemented.

**F3** Injury data collected to date by [Zuckerberg San Francisco General Hospital (ZSFH), SF Police Department (SFPD), and Pilot] permits to categorize types of injuries but not most causes such as damaged infrastructure (potholes or poorly marked lanes), education (inadequate safety and device training), or reckless use (speeding, distracted driving, and/or using sidewalks).

**F4** The SFMTA Traffic Company has already implemented “Focus on the Five” enforcement campaigns targeting motor vehicles. At this time, SFMTA has not modified the permits to incorporate these campaigns. The recommendation was implemented in October 2018. SFMTA conducted its finding analysis.

**F5** The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use.

**Recommendation:** The City should implement a new policy that includes specific provisions for electric scooters, such as clear signage, designated areas for use, and adherence to existing traffic laws. This policy should be developed and implemented by SFMTA no later than June 2020.

**Response:** Mayor [September 15, 2019] has been implemented.

**Date:** [July 17, 2019]

**2018-2019 CIVIL GRAND JURY FINDINGS, RECOMMENDATIONS, AND RESPONSES TO FINDINGS AND RECOMMENDATIONS**

---

**Finding:** Pedestrian Safety in the Era of Electric Mobility Devices

**Response:** The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use. The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use.

**Recommendation:** The City should implement a new policy that includes specific provisions for electric scooters, such as clear signage, designated areas for use, and adherence to existing traffic laws. This policy should be developed and implemented by SFMTA no later than June 2020.

**Response:** Mayor [September 15, 2019] has been implemented.

**Date:** [July 17, 2019]

**Finding:** Pedestrian Safety in the Era of Electric Mobility Devices

**Response:** The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use. The City has not updated its policies and procedures to accommodate the new era of electric mobility devices, including electric scooters. There is a need for clearer signage and safe areas for these devices to use.

**Recommendation:** The City should implement a new policy that includes specific provisions for electric scooters, such as clear signage, designated areas for use, and adherence to existing traffic laws. This policy should be developed and implemented by SFMTA no later than June 2020.

**Response:** Mayor [September 15, 2019] has been implemented.

**Date:** [July 17, 2019]
<table>
<thead>
<tr>
<th>Report Title (Publication Date)</th>
<th>F#</th>
<th>Finding</th>
<th>Respondent/Entity Assigned by CGI (Response Due Date)</th>
<th>Finding Response Text</th>
<th>Recommendation</th>
<th>Respondent/Entity Assigned by CGI (Response Due Date)</th>
<th>Finding Response Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pedestrian Safety in the Era of Electric Mobility Devices (July 17, 2019)</td>
<td>F5</td>
<td>Consent terms and conditions in the Skip and Scoot agreement expose a contractual gap that assigns initial responsibility for scooter inspection and maintenance to their independent contractors, Skip Rangers, and Scoot Rangers, to receive no specific training from Skip Scoot, however, hires and trains its personnel to provide the scooter inspection and maintenance services.</td>
<td>Mayor [September 19, 2019]</td>
<td>Disagree, partially. While it appears that the Skip Charger Agreement referenced in the report does not contain an express training requirement, that omission does not necessarily mean that the Skip Rangers lack the requisite training or experience to properly inspect its scooters. Moreover, SFMTA understands that the Skip Rangers are made up of 80% independent contractors and 20% Skip employees, and that Skip employees are trained.</td>
<td>RC</td>
<td>SFMTA, City Attorney, and TNC’s should review and, if necessary, modify the City-Permitee agreement, the TNC-User agreement, and any other related agreements to assure that responsibility for risk management is allocated to the party/parties best able to manage such risks. This review and potential modification of terms across all agreements should be initiated prior to the end of the existing Pilot. Any necessary restrictions should be incorporated and implemented in all agreements for the replacement program to follow at the conclusion of the Pilot.</td>
<td>Mayor [September 19, 2019]</td>
</tr>
</tbody>
</table>

**Finding:**
- SFMTA, City Attorney, and TNC’s should review and, if necessary, modify the City-Permitee agreement, the TNC-User agreement, and any other related agreements to assure that responsibility for risk management is allocated to the party/parties best able to manage such risks. This review and potential modification of terms across all agreements should be initiated prior to the end of the existing Pilot. Any necessary restrictions should be incorporated and implemented in all agreements for the replacement program to follow at the conclusion of the Pilot.

**Recommendation Response Text:**
- The City Attorney’s Office has reviewed, in consultation with SFMTA, the City permits, the agreements between the Powered Scooter Share Operators and their users, and the Skip Charger Agreement referenced in the report before the end of the existing Pilot Program. The City Attorney’s Office has specifically reviewed, in consultation with SFMTA, whether to modify the permit terms to fill any potential gap in responsibility between the Powered Scooter Share Operators and their independent contractors. At the end of July 2019, SFMTA issued a new permit application for the replacement permit program, and SFMTA anticipates issuing the next round of permits with a term to commence after the Pilot Program concludes in mid-October 2019. The permit application contains anticipated terms and conditions for the new program, and includes the following new clause in the permit terms to address any potential gap in responsibility between permittee and independent contractors for obligations under the permit: Permits may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA. Permitee is responsible for, and must supervise, its personnel and all subcontractors, including independent contractors, who perform obligations under the permit. Any agreement made in violation of this provision shall be null and void.

- Also, SFMTA added a provision requiring that permittees “educate and train” any independent contractors who perform any part of the permittee’s maintenance, cleaning, staffing, and repair plan.

- Recommendation #45 has not been implemented as to modifying the City permits to allocate risk between the Powered Scooter Share Operators and users to the party best able to manage such risks. The City Attorney’s Office has reviewed, in consultation with SFMTA, the City permits, the agreements between the Powered Scooter Share Operators and their independent contractors, the Skip Charger Agreement referenced in the report before the end of the existing Pilot Program. In consultation with the SFMTA, the City Attorney’s Office has reviewed the City permits, the agreements between the Powered Scooter Share Operators and their users, and the Skip Charger Agreement referenced in the report before the end of the existing Pilot Program. In consultation with the SFMTA, whether to modify the permit terms to fill any potential gap in responsibility between the Powered Scooter Share Operators and their independent contractors. At the end of July 2019, SFMTA issued a new permit application for the replacement permit program, and SFMTA informs us that it anticipates issuing the next round of permits with a term to commence after the Pilot Program concludes in mid-October 2019. The permit application contains anticipated terms and conditions for the new program, and includes the following new clause in the permit terms to address any potential gap in responsibility between permittee and its independent contractors for obligations under the permit: Permitee may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA. Permitee is responsible for, and must supervise, its personnel and all subcontractors, including independent contractors, who perform obligations under the permit. Any agreement made in violation of this provision shall be null and void.

"The Grand Jury Report refers to the Powered Scooter Share Operators as "Transportation Network Companies" or "TNCs." We do not use that term because, under State law, that term has a specific meaning and refers to "unencumbered transportation services... to connect passengers and drivers using a personal vehicle."" (Cal. Pub. Util. Code § 5431.)
Finding #6

Finding: Certain terms and conditions in the Skip Charger Agreement exposed a contractual gap that delegations initial responsibility for scooter inspection and maintenance to their independent contractors, Skip Rangers, who receive no specific training from the company. Scoot, however, hires and trains its personnel to provide the inspection and maintenance services. City Attorney has been assigned responsibility for ensuring that the Skip Rangers are made up of 80% Skip employees, and that Skip employees are trained. We do not know about the training or experience of the independent contractors and do not express an opinion about that.

Finding Response #6

Response: Initially agree and disagree. While it appears that the Skip Charger Agreement referenced in the report does not contain an express training requirement, that omission does not necessarily mean that the Skip Rangers lack the requisite training or experience to properly inspect its scooters. Moreover, the SFMTA informs us that the Skip Rangers are made up of 80% independent contractors, and 20% Skip employees, and that Skip employees are trained. We do not know about the training or experience of the independent contractors and do not express an opinion about that.
The SFMTA conducted its own concurrent, updated safety awareness campaign, coinciding with the launch of the Pilot in October 2018. The campaign outreach included graphics that demonstrated safe and unsafe behaviors while riding a scooter, and “Dos and Don’ts” ads placed on the exterior and interior of MUNI buses and light rail vehicles. SFMTA distributed campaign information to Scoot and Skip, who shared them with users and the public, and shared the digital version with the Board of Supervisors and community partners. Also, SFMTA Taxi Enforcement staff distributed campaign information to the public while in the field issuing scooter citations.

The recommendation was implemented in October 2018. SFMTA conducted its own concurrent, updated safety awareness campaign, coinciding with the launch of the Pilot. Some details on this campaign are as follows:

1. Graphics demonstrate safe and unsafe behaviors while riding a scooter.
2. Developed “Dos and Don’ts” interior and exterior ads on MUNI buses and light rail vehicles, which ran continuously for at least one month, beginning in October 2018.
3. Total impressions: 760,000 (metric measuring how many potential people saw the bus ad during the 4 week run).
4. Also developed printed collateral, printed 5,000 palm cards.
5. Distributed to Scoot and Skip, who then distributed them to users and the public.
6. SFMTA Taxi Enforcement staff also distributed them to the public while in the field issuing scooter citations.
7. Digital version distributed to Board of Supervisors and community partners (Lighthouse for the Blind, Independent Using Resource Center, Senior and Disability Action, DPW, Mayor’s Office on Disability).
8. The scooter education campaign also ran on Vision Zero SF social media (Facebook and Twitter) and reached an additional 1,500 people.
### Pedestrian Safety in the Era of Electric Mobility Devices (July 17, 2019)

#### F5
- **Finding**: The Pilot bars the City and permittees require them to indemnify the City against injury claims. However, Scoot and Skip Terms of Service put responsibility for injury, damage, and equipment inspection on the Users.
- **Response/Assignment**: Director, San Francisco Municipal Transportation Agency (September 15, 2019)
- **Response**: Disagree, partially.
- **Finding Response Text**: It is correct that the permittees in the City’s Powered Scooter Share Pilot Program, including Scoot and Skip, are required to indemnify the City. While Scoot and Skip in their Terms of Service pass down responsibility for liability to their individual users, Scoot and Skip are still each primarily responsible to the City through the indemnity for any claims against the City related to activity authorized under the respective operator’s permit with the City.

#### R5
- **Recommendation**: SFMTA, City Attorney, and TNCs should review and, if necessary, modify the City-Pilot Permittee agreement, the TNC让用户 agreement, and any other related agreements to assure that responsibility for risk management is allocated to the party/parties best able to manage such risks.
- **Response/Assignment**: Director, San Francisco Municipal Transportation Agency (September 15, 2019)
- **Response**: Has been implemented.
- **Finding Response Text**: The City Attorney’s Office has reviewed, in consultation with SFMTA, the City permits, the agreements between the Powered Scooter Share Operators and their users, and the Skip Charger Agreement referenced in the report before the end of the existing Pilot Program. The City Attorney’s Office has specifically reviewed, in consultation with SFMTA, whether to modify the permit terms to ill any potential gap in responsibility between the Powered Scooter Share Operators and their independent contractors. At the end of July 2019, SFMTA issued a new permit application for the replacement permit program, and SFMTA anticipates issuing the next round of permits with a term to commence after the Pilot Program concludes in mid-October 2019. The permit application contains anticipated terms and conditions for the new program, and includes the following new clause in the permit terms to address any potential gap in responsibility between permittee and its independent contractors for obligations under the permit. Permittee may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA. Permittee is responsible for, and must supervise, its personnel and all subcontractors, including independent contractors, who perform obligations under the permit. Any agreement made in violation of this provision shall be null and void. Also, SFMTA added a provision requiring that permittees “educate and train” any independent contractors who perform any part of the permittee’s maintenance, cleaning, staffing, and repair plan.

### Pedestrian Safety in the Era of Electric Mobility Devices (July 17, 2019)

#### F6
- **Finding**: Current terms and conditions in the Skip agreement expose a contractual gap that excuses initial responsibility for scooter inspection and maintenance to their independent contractors, Skip Rangers, who receive no specific training from Scoot. Scoot, however, hires and trains its employees to provide the inspection and maintenance services.
- **Response/Assignment**: Director, San Francisco Municipal Transportation Agency (September 15, 2019)
- **Response**: Disagree, partially.
- **Finding Response Text**: While it appears that the Skip Charger Agreement referenced in the report does not contain an express training requirement, that omission does not necessarily mean that the Skip Rangers lack the requisite training or experience to properly inspect its scooters. Moreover, SFMTA understands that the Skip Rangers are made up of 80% independent contractors and 20% Skip employees, and that Skip employees are trained.

#### R5
- **Recommendation**: SFMTA, City Attorney, and TNCs should review and, if necessary, modify the City-Pilot Permittee agreement, the TNC-User agreement, and any other related agreements to assure that responsibility for risk management is allocated to the party/parties best able to manage such risks. This review and potential modification of terms across all agreements should be initiated prior to the end of the existing Pilot. Any necessary revisions should be incorporated and implemented in all agreements for the replacement program to follow at the conclusion of the Pilot.
- **Response/Assignment**: Director, San Francisco Municipal Transportation Agency (September 15, 2019)
- **Response**: Has been implemented.
- **Finding Response Text**: The City Attorney’s Office has reviewed, in consultation with SFMTA, the City permits, the agreements between the Powered Scooter Share Operators and their users, and the Skip Charger Agreement referenced in the report before the end of the existing Pilot Program. The City Attorney’s Office has specifically reviewed, in consultation with SFMTA, whether to modify the permit terms to fill any potential gap in responsibility between the Powered Scooter Share Operators and their independent contractors. At the end of July 2019, SFMTA issued a new permit application for the replacement permit program, and SFMTA anticipates issuing the next round of permits with a term to commence after the Pilot Program concludes in mid-October 2019. The permit application contains anticipated terms and conditions for the new program, and includes the following new clause in the permit terms to address any potential gap in responsibility between permittee and its independent contractors for obligations under the permit: Permittee may subcontract or delegate portions of its obligations only upon prior written approval of SFMTA. Permittee is responsible for, and must supervise, its personnel and all subcontractors, including independent contractors, who perform obligations under the permit. Any agreement made in violation of this provision shall be null and void. Also, SFMTA added a provision requiring that permittees “educate and train” any independent contractors who perform any part of the permittee’s maintenance, cleaning, staffing, and repair plan.

### Pedestrian Safety in the Era of Electric Mobility Devices (July 17, 2019)

#### F4
- **Finding**: Injury data collected to date by Zuckerberg San Francisco General Hospital (ZSFG), SF Department of Public Health (SFDPH), and SF Police Department (SFPD), and Pilot permits necessitate categorize types of injuries but not root causes such as damaged infrastructure (pathways or poorly marked lanes), education (inadequate signage and device training), or reckless use (speeding, distracted driving, and/or using sidewalk).
- **Response/Assignment**: Director, Department of Public Health (September 15, 2019)
- **Response**: Disagree, partially.
- **Finding Response Text**: The City partially disagrees with the finding, as “root cause” data for powered scooter injuries is collected by SFDPH on the primary and associated collision factors, which include speeding and other behaviors of people using scooters or driving that are analyzed by SFMTA and SFDPH. SFDPH also collects data on distraction factors (distracted driving) and cell phone use, as determinable by the reporting officer. In addition, SFDPH’s Traumatic Collision Investigation Unit, DPV, and SFMTA have implemented a rapid response system within 72 hours of fatal collisions to discuss cause(s) of collision and related factors. We agree that information on damaged infrastructure or education of device user is not readily captured from available injury data sources to inform analyses.

#### R6
- **Recommendation**: ZSFG, SFDPH, and SFPD should collect and analyze injury data reporting to better support root cause analyses. SFMTA and the SFDPH should develop and oversee the revised data collection efforts and prepare a data acquisition plan for review by the above referenced organizations no later than June 30, 2020.
- **Response/Assignment**: Director, Department of Public Health (September 15, 2019)
- **Response**: Will be implemented.
- **Finding Response Text**: SFDPH, SFMTA, and SFPD will coordinate to develop a data acquisition plan to improve data collection on factors associated with injury not currently captured in injury data sources, including e-scooter user education and infrastructure factors, by June 30, 2020. The plan will include data sharing with SFDPH, as permissible, to inform safety efforts.
<table>
<thead>
<tr>
<th>Finding Response Text</th>
<th>Recommendation Response Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reports were prepared by the Pedestrian Safety and Advisory Committee for 2012, 2013, 2014, and 2018.</td>
<td>The Board of Supervisors should allow the Public Safety Advisory Committee to terminate on October 2, 2019 as designated in the San Francisco Municipal Code.</td>
</tr>
</tbody>
</table>

Pedestrian Safety in the Era of Electric Mobility Devices (July 17, 2019)