

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

Report Title [Publication Date]	F#	Finding (text may be duplicated due to spanning and multiple respondent effects)	Respondent Assigned by CGJ [Response Due Date]	Finding Response (Agree/ Disagree)	Finding Response Text	R# [for F#]	Recommendation (text may be duplicated due to spanning and multiple respondent effects)	Respondent Assigned by CGJ [Response Due Date]	Recommendation Response (Implementation)	Recommendation Response Text
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F1	The Pilot permittees advocate for safe behavior education for riders through community events and their web sites. However, SFMTA has not provided its own concurrent, updated safety awareness campaign.	Mayor [September 15, 2019]	Disagree, wholly	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.	R1	SFMTA in coordination with Vision Zero SF should design a public safety campaign regarding e-scooter use, laws, safety and helmet use. This campaign should include TNC participation and utilize various means of outreach including ads on MUNI trains, buses, shelters, social media, and TNC apps no later than June 30, 2020.	Mayor [September 15, 2019]	Has been implemented	The recommendation was implemented in October 2018. SFMTA conducted its own concurrent, updated safety awareness campaign, coinciding with the launch of the Pilot.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F2	The successful expansion of marked and protected bike lanes represents an opportunity to include signage indicating bike lanes are also for use by e-scooter riders. There is no signage currently indicating where e-scooters should ride, and insufficient signage to discourage riding on sidewalks.	Mayor [September 15, 2019]	Agree with the finding		R2	Signage, stencils, visual symbols illustrating e-scooters, and/or other messaging should be provided to remind mobility device riders that these lanes are available for them to use. Further, additional visual symbols should be added on sidewalks and High-Injury Networks to discourage sidewalk use by e-scooters. The visual design(s) should be developed and implemented by SFMTA no later than June 30, 2020.	Mayor [September 15, 2019]	Requires further analysis	While scooters are permitted to use bicycle lanes, the lanes themselves are legislated as "bicycle lanes." SFMTA adheres to the California Manual on Uniform Traffic Control Devices (CA MUTCD), which provides for uniform standards and specifications for all official traffic control devices in California and governs signs and striping for all public roads in the state. CA MUTCD Section 3D.01 C. defines lane-use markings for bicycle lanes as follows: 1. "Bicycle lane—the preferential lane-use marking for a bicycle lane shall consist of a bicycle symbol or the word marking BIKE LANE (see Chapter 9C and Figures 9C-1 and 9C-3 through 9C-6)." 2. No additional lane-use markings—including scooter markings—are permitted in bicycle lanes at this time, per the CA MUTCD. 3. The CA MUTCD does not currently have signs or stencils for scooters; therefore, the recommended signs and stencils would not be allowed on public roads in San Francisco. Additionally, given that the City has approximately 160 miles of bicycle lanes, adding stencils and signage to all bicycle lanes would be cost prohibitive. SFMTA will investigate the feasibility of adding visual symbols on sidewalks and High-Injury Networks to discourage sidewalk use by e-scooters.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F3	SF 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]	Disagree, partially	Traffic Company takes action if/when the officers witness a moving violation by a bicycle, pedestrian, or powered mobility device. However, the enforcement campaigns have focused on vehicular violations, as the vast majority of traffic fatalities are due to motor vehicle violations. Traffic Company's operation-based enforcement sends officers to high-injury corridors to focus on violations relating to speeding, violating pedestrian right-of-way in a crosswalk, running red lights, running stop signs, and failing to yield while turning.	R3	SFPD Traffic Company should implement one or more "Focus on Five" enforcement campaigns that target moving violations by motor vehicles as well as bicycles and powered mobility devices in all traffic lanes, with documented results no later than June 30, 2020.	Mayor [September 15, 2019]	Has been implemented	SFPD Traffic Company has already implemented "Focus on the Five" enforcement campaigns targeting motor vehicles. At the end of June 2019, the Traffic Company formed a team of four motorcycle units called the Vision Zero Enforcement Task Force. Since its inception, this specialized team has written over 400 citations, 99% of which were for Focus on the Five violations.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F4	Injury data collected to-date by Zuckerberg San Francisco General Hospital (ZSFG), SF Department of Public Health (SFPDH), SF Police Department (SFPD), and Pilot permittees categorize types of injuries but not root 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).	Mayor [September 15, 2019]	Disagree, partially	The City partially disagrees with the finding, as "root cause" data for powered scooter injuries is collected by SFPD 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 SFPDH. SFPD also collects data on inattention factors (distracted driving) and cell phone use, as determinable by the reporting officer. In addition, SFPD's Traffic Collision Investigative Unit, DPH, 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.	R4	ZSFG, SFPDH, SFPD, and TNCs should collectively improve injury data reporting to better support root cause analyses. SFMTA and the SFPDH 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.	Mayor [September 15, 2019]	Will be implemented	SFPDH, SFMTA, and ZSFG 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 SFPD, as permissible, to inform safety efforts.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F5	The Pilot terms between the City and permittees require them to indemnify the City from injury and damage claims. However, Scoot and Skip Terms of Service put responsibility for injury, damage, and equipment inspection on the User.	Mayor [September 15, 2019]	Disagree, partially	It is correct that the permittees in the City's Powered Scooter Share Pilot Program, including Skip and Scoot, 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	SFMTA, City Attorney, and TNCs should review and if necessary modify the City-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.	Mayor [September 15, 2019]	Has been implemented	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. Recommendation #5 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 Risk Manager recommended that it is not advisable for the City to insert itself into the risk allocation between the Powered Scooter Share Operators and their customers because the City could face unwarranted risk exposure for assessments that it does not have the authority to manage. Based on that recommendation, SFMTA did not modify the permits to allocate risk between the operators and users.

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Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F6	Current terms and conditions in the Skip agreement expose a contractual gap that delegates initial responsibility for scooter inspection and maintenance to their independent contractors, Skip Rangers, who receive no specific training from Skip. Scoot, however, hires and trains its employees to provide the inspection and maintenance services.	Mayor [September 15, 2019]	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.	RS	SFMTA, City Attorney, and TNCs should review and if necessary modify the City-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.	Mayor [September 15, 2019]	Has been implemented	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. Recommendation #5 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 Risk Manager recommended that it is not advisable for the City to insert itself into the risk allocation between the Powered Scooter Share Operators and their customers because the City could face unwarranted risk exposure for assessments that it does not have the authority to manage. Based on that recommendation, SFMTA did not modify the permits to allocate risk between the operators and users.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F5	The Pilot terms between the City and permittees require them to indemnify the City from injury and damage claims. However, Scoot and Skip Terms of Service put responsibility for injury, damage, and equipment inspection on the User.	City Attorney [September 15, 2019]		Partially agree and disagree. It is correct that the permittees in the City's Powered Scooter Share Pilot Program, including Skip and Scoot, 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.	RS	SFMTA, City Attorney, and TNCs should review and if necessary modify the City-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.	City Attorney [September 15, 2019]		Recommendation #5 has been implemented in part. In consultation with the SFMTA, the City Attorney's Office has reviewed the City permits, the agreements between the Powered Scooter Share Operators <sup>1</sup> 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, the City Attorney's Office has specifically reviewed whether to modify the permit terms to fill any potential gap in responsibility as 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 the 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: <i>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.</i>  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 #5 has not been implemented as to modifying the City permits to allocate risk as between the Powered Scooter Share Operators and users to the party best able to manage such risks. The City Risk Manager recommended that it is not advisable for the City to insert itself into the risk allocation as between the Powered Scooter Share Operators and their customers because the City could face unwarranted risk exposure for assessments for which it does not have the authority to manage. Based on that recommendation, the SFMTA did not modify the permits to allocate risk between the operators and users.  <sup>1</sup> 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 "prearranged transportation services ... to connect passengers and drivers using a personal vehicle." (Cal. Pub. Util. Code § 5431.)

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Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F3	SF Traffic Company enforcement efforts are currently limited to street vehicular traffic and do not include enforcement of moving violations occurring on sidewalks.	Chief, San Francisco Police Department [September 15, 2019]	Disagree, partially	Traffic Company takes action if/when the officers witness a moving violation by a bicycle, pedestrian, or powered mobility device. However, the enforcement campaigns have focused on vehicular violations, as the vast majority of traffic fatalities are due to motor vehicle violations. Traffic Company's operation-based enforcement sends officers to high-injury corridors to focus on violations relating to speeding, violating pedestrian right-of-way in a crosswalk, running red lights, running stop signs, and failing to yield while turning.	R3	SFPD Traffic Company should implement one or more "Focus on Five" enforcement campaigns that target moving violations by motor vehicles as well as bicycles and powered mobility devices in all traffic lanes, with documented results no later than June 30, 2020.	Chief, San Francisco Police Department [September 15, 2019]	Has been implemented	SFPD Traffic Company has already implemented "Focus on the Five" enforcement campaigns targeting motor vehicles. At the end of June 2019, the Traffic Company formed a team of four motorcycle units called the Vision Zero Enforcement Task Force. Since its inception, this specialized team has written over 400 citations, 99% of which were for Focus on the Five violations.
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Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F2	The successful expansion of marked and protected bike lanes represents an opportunity to include signage indicating bike lanes are also for use by e-scooter riders. There is no signage currently indicating where e-scooters should ride, and insufficient signage to discourage riding on sidewalks.	Director, San Francisco Municipal Transportation Agency [September 15, 2019]	Agree with the finding		R2	Signage, stencils, visual symbols illustrating e-scooters, and/or other messaging should be provided to remind mobility device riders that these lanes are available for them to use. Further, additional visual symbols should be added on sidewalks and High-Injury Networks to discourage sidewalk use by e-scooters. The visual design(s) should be developed and implemented by SFMTA no later than June 30, 2020.	Director, San Francisco Municipal Transportation Agency [September 15, 2019]	Requires further analysis	While scooters are permitted to use bicycle lanes, the lanes themselves are legislated as "bicycle lanes." SFMTA adheres to the California Manual on Uniform Traffic Control Devices (CA MUTCD), which provides for uniform standards and specifications for all official traffic control devices in California and governs signs and striping for all public roads in the state. CA MUTCD Section 3D.01 C. defines lane-use markings for bicycle lanes as follows: 1. "Bicycle lane—the preferential lane-use marking for a bicycle lane shall consist of a bicycle symbol or the word marking BIKE LANE (see Chapter 9C and Figures 9C-1 and 9C-3 through 9C-6)." 2. No additional lane-use markings—including scooter markings—are permitted in bicycle lanes at this time, per the CA MUTCD. 3. The CA MUTCD does not currently have signs or stencils for scooters; therefore, the recommended signs and stencils would not be allowed on public roads in San Francisco. Additionally, given that the City has approximately 160 miles of bicycle lanes, adding stencils and signage to all bicycle lanes would be cost prohibitive. SFMTA will investigate the feasibility of adding visual symbols on sidewalks and High-Injury Networks to discourage sidewalk use by e-scooters.
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Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F5	The Pilot terms between the City and permittees require them to indemnify the City from injury and damage claims. However, Scoot and Skip Terms of Service put responsibility for injury, damage, and equipment inspection on the User.	Director, San Francisco Municipal Transportation Agency [September 15, 2019]	Disagree, partially	It is correct that the permittees in the City's Powered Scooter Share Pilot Program, including Skip and Scoot, 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	SFMTA, City Attorney, and TNCs should review and if necessary modify the City-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.	Director, San Francisco Municipal Transportation Agency [September 15, 2019]	Has been implemented	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. Recommendation #5 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 Risk Manager recommended that it is not advisable for the City to insert itself into the risk allocation between the Powered Scooter Share Operators and their customers because the City could face unwarranted risk exposure for assessments that it does not have the authority to manage. Based on that recommendation, SFMTA did not modify the permits to allocate risk between the operators and users.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F6	Current terms and conditions in the Skip agreement expose a contractual gap that delegates initial responsibility for scooter inspection and maintenance to their independent contractors, Skip Rangers, who receive no specific training from Skip. Scoot, however, hires and trains its employees to provide the inspection and maintenance services.	Director, San Francisco Municipal Transportation Agency [September 15, 2019]	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.	R5	SFMTA, City Attorney, and TNCs should review and if necessary modify the City-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.	Director, San Francisco Municipal Transportation Agency [September 15, 2019]	Has been implemented	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. Recommendation #5 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 Risk Manager recommended that it is not advisable for the City to insert itself into the risk allocation between the Powered Scooter Share Operators and their customers because the City could face unwarranted risk exposure for assessments that it does not have the authority to manage. Based on that recommendation, SFMTA did not modify the permits to allocate risk between the operators and users.
Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F4	Injury data collected to-date by Zuckerberg San Francisco General Hospital (ZSFG), SF Department of Public Health (SFDPH), SF Police Department (SFPD), and Pilot permittees categorize types of injuries but not root 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).	Director, Department of Public Health [September 15, 2019]	Disagree, partially	The City partially disagrees with the finding, as "root cause" data for powered scooter injuries is collected by SFPD 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. SFPD also collects data on inattention factors (distracted driving) and cell phone use, as determinable by the reporting officer. In addition, SFPD's Traffic Collision Investigative Unit, DPH, 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.	R4	ZSFG, SFDPH, SFPD, and TNCs should collectively improve 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.	Director, Department of Public Health [September 15, 2019]	Will be implemented	SFDPH, SFMTA, and ZSFG 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 SFPD, as permissible, to inform safety efforts.

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Pedestrian Safety in the Era of Electric Mobility Devices [July 17, 2019]	F7	A key obligation of the Pedestrian Safety Advisory Committee (PSAC) is to prepare and submit annual reports to the Board of Supervisors (BOS). These reports are to include pedestrian injury and fatality statistics and root cause analysis, to recommend changes in policies, funding and enforcement. PSAC has not prepared or submitted an annual report since 2011.	Board of Supervisors [October 15, 2019]	Disagree, partially	Annual reports were prepared by the Pedestrian Safety and Advisory Committee for 2012, 2013, 2014, and 2018.	R6	The Board of Supervisors should allow the Public Safety Advisory Committee to terminate on October 1, 2019 as designated in the San Francisco Municipal Code.	Board of Supervisors [October 15, 2019]	Will not be implemented because it is not warranted or reasonable	In light of the Pedestrian Safety Advisory Committee's progress over the last year in addressing quorum issues, the ongoing declared state of emergency for pedestrian safety, and that the Pedestrian Safety Advisory Committee is the sole advisory body reporting to the Board on this crucial issue, the Board of Supervisors intends to extend the sunset date for the committee for an additional year, during which time the committee is advised to review and recommend changes in its structure to improve its efficacy going forward. The Board of Supervisors urges the Mayor to cause the implementation of the accepted findings and recommendations through his/her department heads and through the development of the annual budget.