

STAFF REPORT

DATE: July 18, 2023

TO: City Council

FROM: Dianna Jensen, Director PWET / City Engineer
Ryan Chapman, Assistant Director PWET / Traffic Engineer
Jennifer Donofrio, Senior Transportation Planner

SUBJECT: UC Davis and City of Davis Shared Micromobility Services Memorandum of Understanding and Service Agreement between Spin, UC Davis and the City the Davis

Recommendation

1. Approve the Resolution (Attachment 2) authorizing the City Manager and City Attorney to finalize and execute a Service Agreement with Tier Mobility (Spin) and the University of California Regents in substantial conformance with the business terms described in this staff report and the attached agreements; and
2. Approve the Resolution (Attachment 3) authorizing the City Manager and City Attorney to finalize and execute a Memorandum of Understanding (MOU) with the University of California, Davis for a community-wide shared micromobility program in substantial conformance with the business terms described in this staff report and the attached agreements.

Fiscal Impact

Under the proposed MOU, Spin is establishing an annual Operational Support fund of \$10,000, with \$5,000 earmarked for Staff at the City and UC Davis respectively. The agencies can charge time against this fund to for responding to issues. Spin will also provide \$0.20 a trip to the City and UC Davis. Spin is projecting that the total revenue to the public agencies under the agreement would be \$40,000 a year to be split equally between the City and UC Davis.

Council Goal(s)

Partnering with UC Davis on a shared micromobility program is in line with Goal 5, enhancing a vibrant downtown and thriving neighborhoods and objective 2, "Improve downtown for motor vehicles, bicycle, and pedestrian travel." This goal includes examining potential strategies to enhance the mobility of Davis residents, such as micro-transit; modifications of bus routes; and/or the establishment of private businesses or community cooperatives for rental of electric or human-powered bicycles.

The establishment of a micromobility program through the recommended actions also supports the Climate Action and Adaptation Plan (CAAP) specifically:

- TR 3: “First/last mile” transportation. Which includes entering into an agreement with a micromobility vendor for a pilot program.
- TR 4: Electric micromobility vehicles. Which while focused on the private purchase of micromobility devices also includes education and encouragement objectives that are incorporated into the attached services agreement.

Commission Input

The City of Davis and UC Davis drafted a shared micromobility RFP, which was brought to the Bicycling, Transportation, and Street Safety Commission (BTSSC) on December 8, 2022. The BTSSC unanimously supported a recommendation “...that the City deploy bikes and scooters” when the system returns to the Davis service area.

On June 8, 2023 Staff provided a verbal update to the BTSSC about how the City was working on an agreement for micromobility services with a vendor and an agreement with UC Davis. Staff also shared that the goal was to have a shared micromobility devices operating in Davis this summer and next steps, including coming to City Council this evening with both the agreement with the shared micromobility vendor and the agreement with UC Davis. Commissioners were looking forward to the devices being available and were positive about these steps.

On July 13th, staff presented the proposed agreement to the BTSSC and they were supportive of the proposal and appreciated that efforts were taken to address many of the concerns the community had with past micromobility programs.

Background and Analysis

In December 2022, Staff brought an informational item to City Council about UC Davis and the City partnering on a Request for Proposals (RFP) for a community-wide shared micromobility vendor this RFP was a collaborative effort between the City and UCD to find a vendor that would be able to work within both the City and University. On December 12, 2022, UC Davis launched the RFP and five vendors responded. Each vendor was scored by the following evaluation areas, qualifications, sustainability, solutions, value added, and financial proposal. In addition, the two vendors who received the highest scores during the RFP evaluation were invited to Davis to provide a presentation to both UCD and City Staff and show off their devices for test rides.

The selection committee that was formed included both City and University staff that helped prepare the RFP and evaluate both the written the proposals and presentations with both agencies having equal weight when scoring the proposals. After the committee completed its review of written proposals and presentations, Spin was selected. Spin stood out from the other vendors for the following reasons:

- **Pricing.** Overall, Spin was the most affordable vendor at a base cost of \$1 to unlock any device and \$0.32 a minute. In addition, Spin will offer a quarterly pass for \$60 to UC Davis students, which includes 500 minutes of service every quarter. In addition, Yolo Commute members will receive a month pass for \$20 that includes 167 minutes of service each month. Yolo Commute

- members in Davis include, the City of Davis, UC Davis staff and faculty, Ken's-Bike-Ski-Board, the Yolo Solano Air District, and Unitrans. Low income residents (with income 200% above the Federal Poverty Line or lower) will be charged \$0.50 to unlock a device and \$0.10 a minute. All pricing will remain the same for the first three years of the contract.
- **Experience operating in Cities and at Universities.** Spin is currently operating in San Diego and UC San Diego.
 - **Parking Technology.** Since JUMP left Davis in early 2020, parking technology has changed significantly in the shared micromobility industry. Now, micromobility service providers have technology for regulating parking, riding on the sidewalk, slow zones and no ride zones. When compared to the other vendor staff evaluated during the test rides, Spin's slow zones and no ride zones worked better than the other operators trialed. If devices are ridden or parked in areas where they are not permitted, the device will send a message to the rider that they need to stop and relocate. Spin also has the ability to slow down devices and shut off the motor as the person continues to operate the device in a no ride area. Spin requires a photo of the device parked at the end of the trip. They propose to use artificial intelligence to verify if the device is parked correctly and in compliance with the City municipal code.
 - **Adaptive devices.** During test rides, Spin's adaptive devices outperformed the other vendors. Spin provides three adaptive devices for use by customers. Spin is providing a motorized 3-wheel electric scooter with seat and rear basket, a 2-wheeled e-scooter with a seat, and an attachment for a customer's wheelchair that will add an electric assist function. All of these devices are available for free rental and delivered free of charge within 30 minutes.
 - **Messaging.** Spin is able to add messaging and interactive check-ins with the rider using their app, as the City desires. Messaging can include safety information and quizzes, age verification checks, and cognitive tests to check for riding while impaired.
 - **Redistribution of Device.** One of the objectives of the shared micromobility program is to alleviate crowding at Unitrans bus stops, especially at the stops closest to the campus. Unlike other vendors, Spin stated they will provide at these locations during peak commute times to help with this issue and have staff on hand during these times to move device to these locations if it is necessary.

Services Agreement Proposal

- **Agreement Term.** The City is proposing entering into a 3-year agreement with Spin with three optional 1-year extensions.
- **Fleet.** Starting in August, Spin plans to grow their fleet in Davis to have 600 devices (400 e-bikes and 200 scooters) ready to ride the week of September 18th. They intend to adjust the fleet size in accordance with demand.
- **Age.** All users must be 18 and over. This policy is intended to protect the best financial interests of Spin's customers and their organization since the minimum legal age of consent in most contracts (including user agreements) is 18 years or

older. Staff understands the strong interest in allowing for people 16 and over to use these devices, however, all of the responding vendors had a minimum age of 18 years old.

- **Investments.** Spin is providing UC Davis with a 3-year, \$120,000 commitment to support research between Spin and UC Davis. Spin and the UC Davis Institute of Transportation Studies will be studying the campus as a living lab with high density and high ridership. Spin is providing scholarships for transportation and sustainability research for three years (\$9,000). Spin will also invest \$65,000 each year in back-to-school free ride credits. Spin is committed to hiring five UC Davis students to serve on the operations team. Spin will contribute \$0.20 per trip to the City and UC Davis to help cover administrative costs of the program. In addition, Spin will also provide \$10,000 in a fund for Staff of both agencies to charge time to when assisting with complaints.
- **Safety Training.** Spin has budgeted \$47,000 per year for safety events that are wither in the City or on the University campus to promote safe riding, handout free helmets and promo codes. Staff is already working with Spin on a plan for launch and events to attend in the summer and fall.
- **Response Time.** Spin will respond to complaints within 90 minutes. This time frame is standard for the industry. In an effort to avoid devices being parked for days in neighborhoods, Spin has agreed that no devices shall stay in the same location for more than 24 hours. Staff is working to integrate Spin requests into the City's My Davis phone application to allow Davis residents to report issues to Spin.
- **Complaints.** Spin has agreed to forward any citations to the end user on behalf of the City or University. The purpose of this is to penalize bad actors for parking devices illegally.

City of Davis and UC Davis Memorandum of Agreement

In addition to an agreement between the operator, City and UC Davis, the City and UC Davis are proposing an MOU to establish shared governance and define duties, rights and responsibilities (see Attachment 5), with the following principles:

Equal Partners. UC Davis and the City are equal partners in this MOU.

Revenue Share. The City and UC Davis will split revenue equally.

Events and Education. The Parties will collaborate to establish an annual calendar of training, promotions and community events open to all Davis community members.

Jurisdiction. Each Party agrees to maintain all operations controls, including but not limited to speed controls, parking zones, and lock-to requirements, within its jurisdictional boundaries.

Exiting the Agreement. Either Party may exit the Agreement without impact to the other party's participation in the Agreement with 90 days' notice to the other Party.

Comparison of JUMP to Spin

The table below compares the City’s previous bike share system operated by JUMP to the proposed new system. JUMP operated in Davis from May 2018 to February 2020. Staff included this comparison to highlight both the similarities and differences with the new vendor Spin.

	JUMP	Spin
Operation timeframe	May 2018 to February 2020	Proposed to begin in August 2023
Fleet type	e-bike only	e-bikes, e-scooters and adaptive devices
Fleet size	120 e-bikes	600 devices: 400 e-bikes and 200 e-scooters
Bike racks	Installed 3 specialized JUMP bike racks.	Will not install bike racks, instead they will use existing bike racks
Price	<p>\$1.50 to unlock and \$0.20 a minute</p> <p>Student plan. \$30 for the first year, and \$5 per month after the first year. Includes 60 minutes a day</p> <p>Non-student plan \$30 a month. Includes 60 minutes a day</p> <p>Low income plan. \$5 for the first year and \$5 a month after the first year for 60 minutes of riding per day</p>	<p>\$1.00 to unlock and \$0.32 a minute</p> <p>Student plan. \$60 a quarter, includes 500 minutes</p> <p>Yolo Commute members. \$20 per month, includes 167 minutes</p> <p>Low income plan. \$0.50 to unlock and \$0.10 a minute</p>

	JUMP	Spin
Speed	15 mph	15 mph for all devices, plus the ability to establish slow and no ride zones.
Device parking technology	Devices had no parking technology. Only locks attached to devices.	Users will need to take a photo of parked device to end trip. Spin uses artificial intelligence to check if device is parked correctly
Riding on sidewalks and no ride zones	In phone application messages to remind users to not ride on the sidewalk	Devices will talk and beep at riders riding in no ride areas. Spin can slow down and stop devices in no ride zones.
Report Complaints	All reporting was done in the JUMP phone application, by emailing JUMP or calling JUMP	All devices will have information posted on them to report issues. Community members will be able to report issues using the MyDavis tool.
Messaging to Davis community	All in-application messaging needed to be approved by the national company and messaging could not be specific to Davis.	Vendor is able to message users in Davis as needed.
Devices staying in one location for more than 24 hours	Devices were left in neighborhoods for days and weeks.	All Spin devices will be moved after 24-hours in one location.
Age	All users must be 18 and older	All users must be 18 and older

Considerations

In May, during contract negotiations Staff learned that TIER Mobility, which owns Spin Mobility, is in late-stages acquisition talks with another provider to sell Spin. This move comes amid a wave of consolidations among shared micromobility devices vendors because it is difficult to secure additional funding for expansion and these businesses are expensive to operate. Staff has no information about the status of this acquisition, however, the agreement would remain the same if a new owner acquired the company.

Next Steps

Once the agreements between the City and UC Davis and the City, UC Davis and Spin are finalized, then Staff will focus on the plan to launch devices in preparation for the start of the UC Davis fall quarter on September 27, 2023.

Attachments:

1. December 6, 2022 UC Davis and City of Davis Micromobility Services Partnership Request for Proposals
2. Resolution Authorizing the City Manager and City Attorney to finalize and execute a Service Agreement with UC Davis and Spin
3. Resolution Authorizing the City Manager and the City Attorney to finalize and execute a Memorandum of Understanding with UC Davis with respect to micromobility services
4. Draft City of Davis/ UC Davis/ Spin Vendor Service Agreement and Attachment A- Statement of Work
5. Draft City of Davis/UC Davis Memorandum of Understanding

STAFF REPORT

DATE: December 6, 2022

TO: City Council

FROM: Dianna Jensen, Acting Director PWET / City Engineer
Ryan Chapman, Assistant Director PWET / Traffic Engineer
Jennifer Donofrio, Senior Transportation Planner

SUBJECT: UC Davis and City of Davis Micromobility Services Partnership Request for Proposals

Recommendation

This is an informational item to provide an update to City Council about shared micromobility (bike and scooter share) project. UC Davis and the City of Davis are partnering together on a Request for Proposals (RFP), to select a shared micromobility vendor for our community.

Fiscal Impact

Partnering with UC Davis on an RFP for shared micromobility will have no fiscal impacts. Any vendor selected to operate within the City under the terms of the Micromobility Ordinance will be required to pay for all of the direct and indirect costs to the City via their permit fee and a cash security deposit.

Council Goal(s)

Partnering with UC Davis on an RFP for a shared micromobility operator is in line with Goal 5, enhancing a vibrant downtown and thriving neighborhoods and objective 2, Improve downtown for motor vehicles, bicycle, and pedestrian travel. This goal includes examining potential strategies to enhance the mobility of Davis residents, such as micro-transit; modifications of bus routes; and/or the establishment of private businesses or community cooperatives for rental of electric or human-powered bicycles.

Commission Input

In late February 2020 JUMP ceased operations in the region due to COVID and subsequently sold their business to Lime. In December 2020, Lime returned to Sacramento and West Sacramento, but not Davis. Lime required inclusion of electric scooters, which were prohibited by the Davis Municipal Code. In addition, Lime wanted to wait for UC Davis students to return to campus. Understanding the important role micromobility plays in our community, the City of Davis and UC Davis drafted a micromobility RFP, which was shared with the Bicycling, Transportation, and Street Safety Commission (BTSSC) on November 4, 2021. Staff had a productive discussion regarding the agreement framework leading to this staff report. The BTSSC unanimously supported a recommendation "...that the City deploy bikes and scooters" when the system returns to the Davis service area. The framework shared with the BTSSC in November 2021 was used to help draft the new micromobility RFP. Staff will

bring the updated RFP to the Bicycling, Transportation, and Street Safety Commission (BTSSC) on December 8, 2022 as an informational item.

Background and Analysis

On July 19, 2022, Staff introduced amendments to the Davis Municipal Code, to change the bicycle-share businesses and regulations ordinance to allow for a one-year shared micromobility pilot project. City Council approved these changes and the second reading of the ordinance occurred on August 30, 2022 and thirty days after the second reading, the plan was to launch a shared micromobility pilot project in Davis. The micromobility ordinance is in effect until July 31, 2024. For more information about the history of bike share in Davis, please see the July 19, 2022 Micromobility Staff Report, as attachment 1.

Originally, Staff had planned to a launch bike and scooter share system in Davis by moving forward with an agreement with Lime, a shared micromobility operator, as part of the SACOG bike share agreement. However, after the City Council meeting in July, UC Davis requested that the City partner with them on a new competitive process to solicit a shared micromobility vendor. The last competitive vendor selection for micromobility occurred in 2017 and was managed by SACOG. Since 2017, there have been many changes with shared micromobility as well as changes with the UC Davis vendor selection process. In order to participate fully in the vendor selection process and ensure that UC Davis's policies are followed, UC Davis wanted to serve as the lead agency on this micromobility RFP process and agreement.

Over the past few months City and UC Davis Staff have drafted a Request for Proposals (RFP) for shared micromobility. Together we have developed questions to ask vendors to ensure that the vendor meets the needs of both the City and UC Davis. The questionnaire focuses on the supplier qualifications and background, sustainability, quality of the fleet, value added, and financial offers.

In addition to the vendor receiving approvals from UC Davis to operate on campus, the selected vendor will also need to comply with the City of Davis Bicycle Share Business Ordinance which states that the City Manager has the discretion to approve the bike share business permit.

Next Steps

Staff will be sharing the RFP with the Bicycling, Transportation, and Street Safety Commission on December 8, 2022. On December 12, 2022, UC Davis plans to begin to solicit vendors on their procurement website. In January, the City and UC Davis plan to evaluate operators with the hopes of having an operator working in Davis and UC Davis by the spring. Prior to embarking on an agreement staff will present the recommended proposal to the BTSSC and City Council in early 2023.

Attachments

1. July 19, 2022 Micromobility City Council Staff Report
2. Draft Micromobility Services Partnership Questionnaire
3. Draft Micromobility Services Partnership Request for Proposals

STAFF REPORT

DATE: July 19, 2022

TO: City Council

FROM: Dianna Jensen, Acting Director PWET / City Engineer
Ryan Chapman, Assistant Director PWET / Traffic Engineer
Jennifer Donofrio, Bicycle and Pedestrian Coordinator

SUBJECT: City of Davis Municipal Code Amendment Temporarily Amending Chapter 6 Bicycles; and allowing a Bicycle-and Scooter Share One Year Pilot Project with Lime in partnership with the Sacramento Area Council of Governments (SACOG)

Recommendation

1. Introduce and conduct first reading of an Ordinance Temporarily Amending Article 6.05 of the Davis Municipal Code and Temporarily Suspending Article 22.18 to provide for a one-year pilot program for a Bike and Scooter Share Program (Attachment 1).
2. Direct Staff to return to Bicycling, Transportation, and Street Safety Commission (BTSSC) and City Council near the completion of the Pilot Program and provide a project evaluation and assessment for potential longer term ordinance changes.

Fiscal Impact

Adoption of this ordinance will have no fiscal impact. Any vendor operating within the City under the terms included in this ordinance will be required to pay for all of the direct and indirect costs to the City via their permit fee and a cash security deposit.

Council Goal(s)

Amending the ordinance to allow a bike and scooter share program is in line with Goal 5, enhancing a vibrant downtown and thriving neighborhoods and objective 2, Improve downtown for motor vehicles, bicycle, and pedestrian travel. This goal includes examining potential strategies to enhance the mobility of Davis residents, such as micro-transit; modifications of bus routes; and/or the establishment of private businesses or community cooperatives for rental of electric or human-powered bicycles.

Commission Input

This topic was brought to the Bicycling, Transportation, and Street Safety Commission (BTSSC) on November 4, 2021. Staff had a productive discussion regarding the agreement framework leading to this staff report. The BTSSC unanimously supported a recommendation "...that the City deploy bikes and scooters" when the system returns to the Davis service area.

Background and Analysis

Today, Staff is introducing proposed amendments to the Davis Municipal Code, which are listed below. These changes to the bicycle-share businesses and regulations ordinance will allow for a one-year shared micromobility pilot project with Lime, a micromobility operator. The one-year pilot agreement, will allow the City to pilot on-street bicycle parking and scooter share. Lime will be the exclusive micromobility operator in Davis during the one-year pilot project. After the pilot project is completed, then vendor exclusivity will be reevaluated.

Staff is proposing that the ordinance terminate on December 31, 2023. This 15-month term will allow Lime to operate in Davis for a year and then allow staff to evaluate the project, identify community concerns, and bring potential permanent ordinance changes back to the BTSSC and City Council before the ordinance expires. If the program does not work out to the satisfaction of the City, the ordinance will expire by its own terms on December 31, 2023 and the municipal code will revert to the language in place prior to this Council action.

List of Changes to the Davis Municipal Code:

- a. Amending references to bicycle share to include scooters by referring to all shared devices as shared micromobility devices.
- b. Amend section 6.05.100 Insurance Requirements by increasing the aggregate insurance amount to no less than five million dollars.
- c. Amend Article 6.05.110, Bicycle Parking Spaces Required and allow the City Manager to waive this article.
- d. Amend Article 6.05.120 Retrieval of Bicycle-Share Bicycles, which states that the bicycle-share business shall, within two hours of notice from the City, retrieve their bicycle-shared bicycles and instead require 90 minutes to retrieve the devices.
- e. Amend section 6.05.150 Impoundment, to authorize City Staff to impound on sight bicycle-share bicycles that obstruct sidewalks or present a public safety concern.
- f. Amend Section 6.05.170(b)(2) Bicycle-Share Bicycles, which requires customers to properly secure bicycle-share bicycles to racks, and not leave a bicycle-share bicycle unattended and lying on its side on any portion of a sidewalk, street or highway so as to obstruct pedestrian or vehicular travel. A new sentence is proposed that states, shared micromobility devices parked outside of downtown are permitted to park on the street perpendicular to the curb, like a motorcycle.
- g. Suspend Article 22.18 Motorized Scooters and Scooter-share Programs, prohibiting motorized scooter share programs in the City.

Below is information about the agreement process, the project history, the City and UC Davis supports micromobility, benefits of micromobility, challenges with scooters and their justification, and next steps.

Bike Share Agreement Process

In 2015, Sacramento Area Council of Governments (SACOG) became the lead agency for the regional bike share program with partner cities including, the City of Davis, Sacramento, and West Sacramento. Serving as the lead agency, SACOG manages the bike share agreement and approves any amendments between the regional bike share operator (Lime) and partner cities. Each partner city has representation on the SACOG Regional Bike Share Policy Steering Committee (PSC), which reviews all amendments to the regional bike share agreement and makes recommendations to the SACOG Board. Members of the PSC include Mayor Lucas Frerichs, two councilmembers from the City of Sacramento, the Mayor of West Sacramento, the Director of the Sacramento Air District, and SACOG Attorney Kirk Trost.

In May 2022, the SACOG Regional Bicycle Share Policy Steering Committee, chaired by Mayor Lucas Frerichs, reviewed, approved, and recommended the SACOG Board to approve, an amendment to the SACOG regional bike share agreement for a one-year bicycle and scooter share pilot project in Davis. This agreement is specific to Davis, as Lime already operates in West Sacramento and Sacramento. The biggest differences between the SACOG and Lime agreement with West Sacramento and the City of Sacramento are, City of Davis staff wanted a higher ratio of bicycles compared to scooters, more affordable monthly passes, shorter response time for resolving parking and ADA issues (90 minutes instead of 2 hours) and market exclusivity, which enables Lime to offer improvements to pricing, fleet mix and response times. On June 16, 2022, the SACOG Board approved this amendment.

Today, Staff is recommending that City Council amend sections of the Davis Municipal Code to allow scooter share and allow shared devices to park on the street. If approved by City Council, then Lime and SACOG would like to launch bike and scooter share in Davis by September 30, 2022. As part of the approval process, Lime has submitted a Bicycle-Share Business Permit application to the City. The City of Davis Bicycle Share Business Ordinance states that the City Manager has discretion to approve the bike share business permit. If City Council approves the changes to the Davis Municipal Code, then Staff will recommend to the City Manager that the permit be approved. During the pilot the City can terminate the agreement at any time.

History of Bike and Scooter Share in Davis

2017

- SACOG entered into a regional bike share agreement with JUMP to operate bike share in Davis, Sacramento and West Sacramento.

2018

- In preparation for bike share launching in Davis, on April 3, 2018, the City Council adopted an ordinance to establish permitting and regulations for bicycle share businesses.
- On May 17, 2018 bike share launched in Davis and UC Davis with approximately 150-180 electric assist bicycles.

- Over the year, citizen complaints to City Staff increased, primarily centering on JUMP user parking practices. While the existing ordinance requires users to park bicycle-share bikes to any publicly accessible bike rack, compliance was low, especially outside downtown where far fewer bicycle racks are available. Instead, bicycle-share users park bikes on sidewalks, pathways, on the street, in private yards and on front porches.
- Over Labor Day weekend, without City permission, scooter companies left devices in Davis without seeking permits or a business license. These companies were contacted and they immediately removed their scooters.
- On October 30, 2018 City Council adopted an urgency ordinance prohibiting motorized scooter share programs in the City for the immediate preservation of the public peace, health, and safety

2019

- In early 2019, Staff invited Bird, Lime and Spin to Davis for City of Davis Staff, Council and Commissioners to test ride the scooters.
- In July 2019, Staff surveyed Davis residents to determine their satisfaction with JUMP and get feedback on bike share parking solutions. 1,200 people completed the survey and 72 percent stated they liked having JUMP in town. 77 percent shared that bicycle-share parking is a concern. Sixty percent of survey respondents recommended piloting bike share bikes to park perpendicular to the curb anywhere vehicular parking is permitted (except downtown).
- On October 8, 2019, Staff brought the survey results and a proposal for a bike share pilot project to City Council. At the City Council meeting JUMP Staff shared they did not support the staff's pilot project to allow bikes to park on the street. Councilmembers directed staff to work out the details of the pilot project with JUMP.

2020

- Late February 2020 JUMP ceased operations in the region due to the COVID pandemic.
- In May 2020, Lime, another micromobility operator in the country, acquired all of JUMP's interests.
- Throughout 2020, seven scooter operators approached the City and UC Davis interested in establishing either electric scooter-share or a mix of bicycle-share and electric scooter-share to the Davis market. None expressed interest in a bicycle-share-only system without public subsidy.
- In December 2020, SACOG and Lime executed an amendment to the original SACOG bike share agreement, facilitating bicycle-share's return to the regional market and, in Lime's case, adding electric scooter-share into Lime's fleet (for reference, Cities of Sacramento and West Sacramento allowed independent scooter-share operators into their service area separate from the Lime SLA). Lime chose not to return to the Davis service area at that time, for several reasons, (1) they wanted to wait for UC Davis students to return to Davis, (2) the cost to operate bicycle share is very expensive, (3) they wanted the City and UC Davis to subsidize a bicycle-only fleet or allow a mixed scooter and bicycle fleet,

and (4) there was very limited staff support for scooters at the City of Davis and UC Davis.

- Between spring and fall 2020, City and UC Davis staff collaborated on a framework of priorities should bicycle-share / micromobility return to Davis. The intent was to establish clear priorities to potential vendors either in negotiations with Lime or in an open Request for Proposals (RFP).

2021

- In September 2021, Lime provided the City with a bicycle and scooter share proposal. Staff compared the proposal to the framework and Lime has subsequently agreed to the vast majority of items in the City/UC Davis framework.
- In November, the BTSSC reviewed the framework and unanimously supported a recommendation "...that the City deploy bikes and scooters" when the system returns to the Davis service area.
- Lime has agreed to allow bicycles and scooters to park on the street, anywhere vehicular parking is permitted except for the downtown.

2022

- On May 27, 2022 the SACOG Bike Share Policy Steering Committee approved the Davis Shared Mobility amendment and recommended this item to the SACOG Board.
- On June 16, 2022 the SACOG Board approved the Davis Shared Mobility amendment.
- On June 23, 2022 UC Davis Transportation Services sent the City of Davis a letter of support for the growth of sustainable transportation choices including shared electric scooters (see Attachment 3)
- July 13, 2022 Lime submitted Bicycle Share Business Permit application to City.

The City and UC Davis Supports Shared Micromobility

In addition, the City Council goal for the establishment of private businesses or community cooperatives for rental of electric or human-powered bicycles, the City General Plan Transportation Element and Climate Action and Adaptation Plan also support shared micromobility.

City General Plan Transportation Element

The City supports micromobility because it aligns with the City's General Plan Transportation Element Goals of:

- A range of viable Travel Choices.
- Environmental and economic Sustainability in the transportation system.
- A safe and convenient Complete Street network that serves everyone.
- Bicycling as a healthy, affordable, efficient, and low-impact mode of transportation.

Climate Action and Adaptation Plan

The City has identified Micromobility in several actions in their draft Climate Action and Adaptation Plan, to be finalized by the end of 2022:

Action B.3. 'First/last mile' transportation

Address 'first mile / last mile' and short-trip transportation needs with specific provisions for low-income or vulnerable populations; include specific action recommendations, such as developing a shared electric micromobility program and charging plan, considering a pedi-cab service program, providing additional resources for the Safe Routes to School program, or other actions.

Action B.4. Electric micromobility vehicles

Develop financing/incentives for purchasing, using, and maintaining electric micromobility vehicles for personal use (such as bicycles, scooters, trailers), and include specific provisions for low-income and vulnerable populations.

Action B.9. Transportation Demand Management (TDM) program

Address recommendations for developing, funding, and staffing a coordinated Transportation Demand Management (TDM) program designed for 'all people, all trips' that encourages and/or requires employers to implement TDM strategies, such as remote work opportunities, community education and outreach, micromobility, vanpool, rideshare, subsidized transit, employee parking cash-out; and encourages participation from residents and employees.

UC Davis

The UC Davis Transportation Services provided the City with a letter of support for shared micromobility (see Attachment 3).

The Benefits of Micromobility

Research from the North American Bikeshare and Scootershare Association (NABSA) (See NABSA 2020 Shared Micromobility State of the Industry Report, Attachment 4), highlights the benefits of micromobility including:

- Shared micromobility benefits communities by adding new transportation options that help people get to where they need to go. NABSA states that 36 percent of shared mobility trips replace a car trip.
- North Americans gain almost 12.2 million hours of additional physical activity through shared micromobility replacing motorized trips.
- In 2020 shared micromobility offset 29 million pounds of CO₂ emissions.
- Micromobility reduced parking needs and reduced traffic or time driving.
- A study found that e-scooter programs increased unplanned spending at quick service restaurants and food and beverage stores.

Micromobility Challenges- the Justification for Scooters

The shared micromobility industry is changing rapidly. Dockless electric-assist bicycle-share-only systems of the past such as JUMP were largely venture-backed and are

considered economically unsustainable at the scale under consideration in Davis without one or more of the following:

1. Substantial private sector sponsorship
2. Public subsidy
3. Inclusion of more profitable electric scooter-share

For reference, the JUMP system was not able to secure a large private sector sponsorship in the Sacramento region and, locally, the City and UC Davis are not presently supportive of providing a continuing subsidy for a bicycle-share-only system. The remaining option is to consider introducing electric scooter-share into the fleet. Electric scooter-share economics are profitable for operators because of their lower capital, operations, maintenance, and rebalancing costs due to their smaller size. The profitability of electric scooters allows for cross-subsidization of electric-assist bicycle-share.

Key Features of Agreement between SACOG and Lime for Davis

The key features of the agreement between SACOG and Lime as will apply to the Davis program are outlined below. Additional information can be found in Attachment 5, Davis Micromobility Terms and Agreement.

- One-year pilot with Lime as exclusive provider
- City can terminate at any point
- Pilot will include 500 bikes and 300 scooters, all regularly serviced by Lime.
- Fee to use. Low income program (Lime Access) as well
- Lime will address improperly parked devices within 90 minutes
- Lime will not charge the City. Lime will cover and City staff time spent managing violations and pay for repair of public property damaged by Lime/users.
- Lime will meet data sharing requirements set forth by SACOG.
- Lime will abide by several requirements intended to enhance safety.

Next Steps

If this ordinance is introduced today, then Staff will be returning to City Council on August 30, 2022 for the second reading of the ordinance. Thirty days after the second reading, then Lime will launch their shared micromobility pilot project. In winter 2023, Staff plans to return to BTSSC and City Council with an evaluation of the pilot project and permanent changes to the Davis Municipal Code. Prior to launch, considerable education and outreach regarding the system operations and instructions to users will be pursued.

Attachments

1. Ordinance
2. Redline showing proposed changes to Chapter 6.05
3. UC Davis letter of support
4. NABSA 2020 State of the Industry Report
5. Davis Micromobility Terms and Conditions

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAVIS TEMPORARILY AMENDING ARTICLE 6.05 OF THE DAVIS MUNICIPAL CODE AND TEMPORARILY SUSPENDING ARTICLE 22.18 UNTIL DECEMBER 31, 2023 TO PROVIDE FOR A PILOT PROGRAM FOR A BIKE AND SCOOTER SHARE PROGRAM IN THE CITY

THE CITY COUNCIL OF THE CITY OF DAVIS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Article 6.05 of Chapter 6 is hereby amended for the duration of this Ordinance to read as follows:

“ARTICLE 6.05 BICYCLE- AND SCOOTER-SHARING BUSINESSES AND REGULATIONS

6.05.010 Definitions.

As used in this chapter, the following terms shall have the following meanings:

Bicycle parking space means any space in the public right-of-way in which a shared micromobility device may be parked in compliance with this chapter.

Bicycle rack or **rack** means a stationary fixture, including charging stations, intended to be used for securely attaching a shared micromobility device to prevent movement or theft.

City manager means the city manager or designee.

Customer means any person using a bicycle- or scooter share device.

Director of community development means the city’s director of community development department or designee.

Director of public works means the city’s director of public works or designee.

Shared micromobility device means a bicycle, electric bicycle, or scooter that is made available to the public by a shared mobility service provider for shared use and transportation in exchange for financial compensation via a digital application or other electronic or digital platform.

Shared micromobility device fleet means all shared micromobility devices operated by a specific shared micromobility device provider.

Shared micromobility operator means a person or entity that offers, makes available, or provides a shared mobility device in exchange for financial compensation or membership via a digital application or other electronic or digital platform.

6.05.020 Shared micromobility device business permit required.

(a) No person shall operate a shared micromobility device business unless the person holds a valid shared micromobility device business permit issued pursuant to this article, and enters into an agreement regarding the same, which shall constitute part of the permit.

(b) Shared micromobility device business permits are the property of the city and are not transferable.

(c) City in its sole discretion may determine how many permit(s) to issue.

6.05.030 Application for a shared micromobility device business permit.

An application for a shared micromobility device business permit or its renewal shall be filed with the department of public works on a form prescribed by the director of public works, approved by the city manager, and shall include, at minimum:

(a) The applicant's true name, address, and telephone number; and the true and fictitious name, address, and telephone number of the shared micromobility device operator;

(b) Written evidence that the applicant is an owner or legal representative of the bicycle-share business;

(c) The name, address, and telephone number of a local point of contact;

(d) A copy of a valid business license issued by the city;

(e) Proof of compliance with the insurance requirements set forth in this article;

(f) A nonrefundable shared micromobility device business permit application fee; and

(g) Such other material as the city manager or director of public works may require to carry out the purposes of this chapter.

6.05.040 Term of shared micromobility device business permits.

Shared micromobility device business permits are valid for one year, unless suspended or revoked sooner. Shared micromobility device business permits may be renewed pursuant to Section 6.05.070.

6.05.050 Application, renewal, and fleet expansion fees.

- (a) The following fees are hereby established and imposed:
 - (1) Shared micromobility device business permit application fee;
 - (2) Shared micromobility device business permit renewal application fee;
 - (3) Shared micromobility device business fleet expansion fee.
- (b) The amounts of the fees described in subsection (a) shall be established by resolution of the city council.

6.05.060 Shared micromobility device fleet expansion.

- (a) No shared micromobility device operator shall expand its shared micromobility device fleet beyond the permitted amount specified in the shared micromobility device business permit, until such expansion has been approved by the director of public works pursuant to this article.
- (b) An application to expand a shared micromobility device fleet shall be filed with the department of public works on a form prescribed by the director of public works.
- (c) Every application for expansion of a shared micromobility device fleet shall be accompanied by a nonrefundable fleet expansion fee.
- (d) Notwithstanding any provision to the contrary in this chapter, the city reserves the right to limit the number of shared micromobility devices to be operated by the shared micromobility device operator, based on the projected impact to city streets, sidewalks, paths, driveways, doorways, and other avenues of vehicular and pedestrian traffic.

6.05.070 Shared micromobility device business permit renewal.

A shared micromobility device business permit is renewable upon the filing and approval of a renewal application and payment of the nonrefundable permit renewal fee. The renewal application shall be on a form prescribed by the city manager.

6.05.080 Issuance of a shared micromobility device business permit.

Except as provided in Section 6.05.130, a shared micromobility device business permit may be issued or renewed if there are no grounds for denial in accordance with Section [6.05.090](#), and after the director of public works has:

- (a) Physically inspected the applicant's shared micromobility devices to ensure compliance with this chapter and applicable state laws; provided, however, that the director of public works may accept proof of compliance with this chapter and the applicable state requirements for operating a shared micromobility device in lieu of conducting an inspection; and
- (b) Received a determination from the director of community development that the proposed shared micromobility device business location and storage location, if within the city, complies with applicable zoning regulations and other applicable laws; and
- (c) Confirmed the shared micromobility device operator's compliance with the bicycle parking space requirement, pursuant to Section [6.05.110](#).

6.05.090 Grounds for denying a shared micromobility device business permit.

The director of public works may deny an application for a shared micromobility device business permit or its renewal on the following grounds:

- (a) The application is incomplete.
- (b) The applicant is in violation of any provision of this article.
- (c) The applicant is delinquent on any payment of money to the city, including any fees, fines, penalties, or taxes.
- (d) The applicant has had its shared micromobility device business permit revoked within three years of the date the application was submitted.
- (e) The applicant's operation of a shared micromobility device would be a threat to the public health, safety or welfare.

6.05.100 Insurance requirements.

- (a) A shared micromobility device operator shall maintain at all times in full force and effect at its sole expense, the following minimum insurance:
 - (1) General liability for bodily injury, including death, of one or more persons, property damage, and personal injury. Coverage shall include all customers, and shall be at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars per occurrence and not less than five million dollars aggregate for all occurrences during the policy period.

(2) Automobile liability insurance providing protection against claims of bodily injury, including death, of one or more persons, personal injury, and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO CA 00 01 (any auto), with limits of not less than one million dollars per accident.

(b) The city, its officials, and employees shall be covered by policy terms or endorsement as additional insureds regarding general liability and automobile liability arising out of activities performed by or on behalf of the shared micromobility device operator.

(c) The shared micromobility device operator's insurance coverage shall be primary insurance as it pertains to the city, its officials, and employees.

(d) The city must be provided with thirty days' prior written notice of cancellation or material change in the policy language or terms by both the shared micromobility device operator and the insurer.

(e) The shared micromobility device operator shall furnish the city with certificates and endorsements evidencing the insurance required, which must be maintained during the term of a shared micromobility device business permit. The city may suspend, modify, or revoke a shared micromobility device operator's vehicle permit if current certificates of insurance and required endorsements have not been provided.

(f) Notwithstanding the above, the city may, in its sole discretion, determine that different or greater insurance requirements are necessary for the public health and safety.

6.05.110 Bicycle parking spaces required.

(a) No person shall operate a shared micromobility device business unless and until they have provided and maintain at least one and one-half bicycle parking spaces in the city for every shared micromobility device bicycle to be operated by the shared micromobility device operator, as approved by the city. The bicycle parking spaces shall be provided on bicycle racks that satisfy the city's bicycle parking standards, to the satisfaction of the director of public works. Notwithstanding the above, the City Manager may waive the parking requirements in this paragraph.

(b) In approving a shared micromobility device operator's proposed bicycle parking spaces, the director of public works shall consider, and may condition approval, on the following:

(1) The proposed size, materials, and location of the bicycle racks, consistent with all applicable zoning requirements and city regulations;

- (2) The placement of the racks so as not to obstruct the public's use of the sidewalk and/or street;
- (3) Any other conditions as may be necessary for protection of the public safety and welfare.

(c) The installation of shared micromobility device parking spaces and bicycle racks in the city are subject to encroachment permit requirements, as set forth in Section [35.01.040](#) of this code, which may be issued in accordance with the requirements set forth in this section.

6.05.120 Retrieval of shared micromobility devices.

A shared micromobility device operator, or authorized agent, shall, within 90 minutes of notice from the city, retrieve their shared micromobility devices that are in any of the following conditions:

- (a) Shared micromobility device that are inoperable or not safe to operate, and parked in the public right-of-way;
- (b) Within downtown, a shared micromobility device that is not locked to a bicycle rack in an upright position, or that otherwise violates city bicycle parking and use regulations;
- (c) Shared micromobility devices with a battery or motor determined by the city to be unsafe for public use.

6.05.130 Grounds for suspending, revoking, or modifying a permit.

The director of public works may suspend, revoke, or modify any shared micromobility device business permit issued pursuant to this chapter on any of the following grounds:

- (a) That the permitted shared micromobility device business is being operated in a manner that constitutes a nuisance, or is injurious to the public, health, safety, or welfare;
- (b) The operation of the shared micromobility device violates any condition of the permit or city approved application and plans, including any conditions or requirements imposed in an encroachment permit obtained for providing device parking spaces;
- (c) The shared micromobility device operator fails to pay any fines, penalties, fees or damages lawfully assessed upon it;
- (d) The shared micromobility device operator violates any provision of this chapter or any other applicable law;

(e) The shared micromobility device operator fails to collect its shared micromobility devices from the city within thirty calendar days of receiving written notice from the city of impoundment pursuant to Section 6.03.150 of this code; or

(f) Circumstances that would have been grounds for denial of the permit application.

6.05.140 Right of appeal from denial, suspension, modification, or revocation of a shared micromobility device business permit.

Any applicant or permittee aggrieved by a decision of the director of public works in denying, suspending, modifying or revoking a permit, or imposing conditions on the issuance of a permit or permit renewal, may appeal the decision to the city manager in accordance with the following procedures:

(a) Appeal to city manager or designee.

(1) Any applicant or permittee who desires to appeal a decision of the director of public works may appeal the decision by submitting a written appeal to the city manager within ten calendar days from the date of service of the notice of denial, suspension, modification, revocation, or conditioned approval or renewal. The written appeal shall contain:

(A) A brief statement in ordinary and concise language of the specific decision or condition protested, together with any material facts claimed to support the contentions of the appellant;

(B) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;

(C) The signatures of all parties named as appellants and their official mailing addresses; and

(D) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(2) Upon receipt of a timely filed appeal, the city manager may hire or appoint a hearing officer or may serve as the hearing officer.

(3) Upon receipt of any appeal filed pursuant to this section, the hearing officer shall calendar it for hearing within fifteen calendar days.

(4) Written notice of the time and place of the hearing shall be given at least seven calendar days prior to the date of the hearing to each named appellant either by causing a copy of such notice to be delivered to the appellant personally or by

mailing a copy thereof, postage prepaid, addressed to the appellant at the address(es) shown on the appeal.

(5) Failure of any person to timely file an appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and decision, or any portion thereof.

(6) Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.

(7) In the case of a suspension, modification, or revocation of a permit or permit renewal, the permittee may continue to conduct bicycle-share business operations during the pendency of any appeal.

(b) **Hearings—Generally.**

(1) At the time set for hearing, the hearing officer shall proceed to hear the testimony of the director of public works, the appellant, and other competent persons, including members of the public, respecting those matters or issues specifically raised by the appellant in the notice of appeal.

(2) The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.

(3) The hearing officer may, upon request of the appellant or upon request of the city, grant continuances from time to time for good cause shown, or upon his or her own motion.

(4) In any proceedings under this chapter, the hearing officer has the power to administer oaths and affirmations and to certify to official acts.

(c) **Conduct of hearing.**

(1) Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(2) Oral evidence shall be taken only upon oath or affirmation.

(3) Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

(4) The hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(5) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.

(6) Each party shall have these rights, among others:

(A) To call and examine witnesses on any matter relevant to the issues of the hearing;

(B) To introduce documentary and physical evidence;

(C) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

(D) To impeach any witness regardless of which party first called the witness to testify;

(E) To rebut the evidence presented against the party; and

(F) To represent him, her, or itself or to be represented by anyone of his, her, or its choice who is lawfully permitted to do so.

(7) In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this state or that may appear in any of the official records of the city or any of its departments.

(d) **Form and contents of decision—Finality of decision.**

(1) If it is shown, by a preponderance of the evidence, that one or more bases exist to deny, suspend, modify, or revoke the permit, the hearing officer shall affirm the director of public works' decision to deny, suspend, modify, revoke or condition the permit. Following the hearing and after reviewing the testimony and evidence presented at the hearing, the city manager shall issue a decision, or if the city manager appointed a hearing officer, the hearing officer shall issue a recommendation to the city manager, regarding the propriety of the police chief's determination. The decision or recommendation shall be in writing and shall contain findings of fact and a determination of the issues presented. The city manager shall accept, amend and accept, or reject a hearing officer's recommendation.

(2) The city manager's determination of the appeal shall be final.

(3) The final decision shall inform the appellant that the decision is a final decision and that the time for judicial review is governed by California [Code of Civil Procedure](#) Section 1094.6. Copies of the decision shall be delivered to the appellant personally or sent by certified mail to the address shown on the appeal within ten business days following the conclusion of the hearing.

(4) The decision shall be final when signed by the city manager and served as provided in this section.

6.05.150 Impoundment.

(a) The city may impound shared micromobility devices that are not retrieved by the shared micromobility device operator pursuant to Section [6.05.120](#) or as provided for in the Vehicle Code. The city may impound devices immediately if the device is obstructing the sidewalk or presents a public safety concern.

(b) If the city incurs any costs for impounding shared micromobility devices pursuant to this section, the shared micromobility device operator shall reimburse the city for the costs of impoundment within thirty calendar days from the date of written notice of the impoundment from the city.

(c) In addition to the remedies provided in this section, the shared micromobility device business permit may be revoked or suspended for failure to collect the impounded shared micromobility device after thirty calendar days from the city's written notice of impoundment.

6.05.160 Violations.

(a) In addition to any other remedy allowed by law, any person who violates a provision of this chapter may be subject to criminal sanctions, civil actions, and administrative penalties pursuant to Article [1.02](#).

(b) Violations of this chapter are hereby declared to be a public nuisance.

(c) All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.

6.05.170 Shared micromobility devices.

(a) Shared micromobility devices that are electric bicycles and scooters as defined in California Vehicle Code shall be equipped with software or other mechanisms to prevent the motor from providing assistance when the device's speed exceeds fifteen miles per hour.

(b) Shared micromobility device operators shall additionally ensure that customers are informed of the following:

(1) Customers shall use bicycle and scooter share devices in accordance with all applicable city ordinances, regulations, and state law applicable to bicycles and electric bicycles.

(2) Within the downtown, customers shall properly secure shared micromobility device bicycles to racks, and shall not leave a shared micromobility device bicycle unattended and lying on its side on any portion of a sidewalk, street or highway so as to obstruct pedestrian or vehicular travel. Shared micromobility devices parked outside of downtown are permitted to park on the street perpendicular to the curb, like a motorcycle.

(3) Customers under age eighteen are required by California law to wear a bicycle helmet.”

SECTION 2. Article 22.18 of Chapter 22 (Motorized Vehicles and Traffic) is suspended and shall be of no further effect for the duration of this Ordinance.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same or a summary thereof to be published as required by law.

SECTION 4. This Ordinance shall take effect and be in full force and effect thirty (30) days from and after the date of its final passage and adoption, and shall, unless earlier terminated, remain in effect until January 1, 2024, at which point it shall hereby be repealed and replaced with provisions of the Code as they existed prior to the effective date of this Ordinance, unless this Ordinance is extended by affirmative action of the City Council.

SECTION 5. This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. These exemptions include the minor alteration of existing public facilities involving negligible or no expansion of existing or former use, and the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

INTRODUCED on the ____ day of _____, 2022, and **PASSED AND ADOPTED** by the City Council of the City of Davis on this _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lucas Frerichs, Mayor of the City of Davis

ATTEST:

Zoe S. Mirabile, CMC,
City Clerk of the City of Davis

ARTICLE 6.05 BICYCLE- AND SCOOTER-SHARING BUSINESSES AND REGULATIONS

6.05.010 Definitions.

As used in this chapter, the following terms shall have the following meanings:

Bicycle parking space means any space in the public right-of-way in which a shared micromobility device may be parked in compliance with this chapter.

Bicycle rack or **rack** means a stationary fixture, including charging stations, intended to be used for securely attaching a shared micromobility device to prevent movement or theft.

City manager means the city manager or designee.

Customer means any person using a bicycle- or scooter share device.

Director of community development means the city's director of community development department or designee.

Director of public works means the city's director of public works or designee.

Shared micromobility device means a bicycle, electric bicycle, or scooter that is made available to the public by a shared mobility service provider for shared use and transportation in exchange for financial compensation via a digital application or other electronic or digital platform.

Shared micromobility device fleet means all shared micromobility devices operated by a specific shared micromobility device provider.

Shared micromobility operator means a person or entity that offers, makes available, or provides a shared mobility device in exchange for financial compensation or membership via a digital application or other electronic or digital platform.

6.05.020 Shared micromobility device business permit required.

(a) No person shall operate a shared micromobility device business unless the person holds a valid shared micromobility device business permit issued pursuant to this article, and enters into an agreement regarding the same, which shall constitute part of the permit.

(b) Shared micromobility device business permits are the property of the city and are not transferable.

(c) City in its sole discretion may determine how many permit(s) to issue.

6.05.030 Application for a shared micromobility device business permit.

An application for a shared micromobility device business permit or its renewal shall be filed with the department of public works on a form prescribed by the director of public works, approved by the city manager, and shall include, at minimum:

- (a) The applicant's true name, address, and telephone number; and the true and fictitious name, address, and telephone number of the shared micromobility device operator;
- (b) Written evidence that the applicant is an owner or legal representative of the bicycle-share business;
- (c) The name, address, and telephone number of a local point of contact;
- (d) A copy of a valid business license issued by the city;
- (e) Proof of compliance with the insurance requirements set forth in this article;
- (f) A nonrefundable shared micromobility device business permit application fee; and
- (g) Such other material as the city manager or director of public works may require to carry out the purposes of this chapter.

6.05.040 Term of shared micromobility device business permits.

Shared micromobility device business permits are valid for one year, unless suspended or revoked sooner. Shared micromobility device business permits may be renewed pursuant to Section 6.05.070.

6.05.050 Application, renewal, and fleet expansion fees.

- (a) The following fees are hereby established and imposed:
 - (1) Shared micromobility device business permit application fee;
 - (2) Shared micromobility device business permit renewal application fee;
 - (3) Shared micromobility device business fleet expansion fee.
- (b) The amounts of the fees described in subsection (a) shall be established by resolution of the city council.

6.05.060 Shared micromobility device fleet expansion.

(a) No shared micromobility device operator shall expand its shared micromobility device fleet beyond the permitted amount specified in the shared micromobility device business permit, until such expansion has been approved by the director of public works pursuant to this article.

(b) An application to expand a shared micromobility device fleet shall be filed with the department of public works on a form prescribed by the director of public works.

(c) Every application for expansion of a shared micromobility device fleet shall be accompanied by a nonrefundable fleet expansion fee.

(d) Notwithstanding any provision to the contrary in this chapter, the city reserves the right to limit the number of shared micromobility devices to be operated by the shared micromobility device operator, based on the projected impact to city streets, sidewalks, paths, driveways, doorways, and other avenues of vehicular and pedestrian traffic.

6.05.070 Shared micromobility device business permit renewal.

A shared micromobility device business permit is renewable upon the filing and approval of a renewal application and payment of the nonrefundable permit renewal fee. The renewal application shall be on a form prescribed by the city manager.

6.05.080 Issuance of a shared micromobility device business permit.

Except as provided in Section 6.05.130, a shared micromobility device business permit may be issued or renewed if there are no grounds for denial in accordance with Section [6.05.090](#), and after the director of public works has:

(a) Physically inspected the applicant's shared micromobility devices to ensure compliance with this chapter and applicable state laws; provided, however, that the director of public works may accept proof of compliance with this chapter and the applicable state requirements for operating a shared micromobility device in lieu of conducting an inspection; and

(b) Received a determination from the director of community development that the proposed shared micromobility device business location and storage location, if within the city, complies with applicable zoning regulations and other applicable laws; and

(c) Confirmed the shared micromobility device operator's compliance with the bicycle parking space requirement, pursuant to Section [6.05.110](#).

6.05.090 Grounds for denying a shared micromobility device business permit.

The director of public works may deny an application for a shared micromobility device business permit or its renewal on the following grounds:

- (a) The application is incomplete.
- (b) The applicant is in violation of any provision of this article.
- (c) The applicant is delinquent on any payment of money to the city, including any fees, fines, penalties, or taxes.
- (d) The applicant has had its shared micromobility device business permit revoked within three years of the date the application was submitted.
- (e) The applicant's operation of a shared micromobility device would be a threat to the public health, safety or welfare.

6.05.100 Insurance requirements.

(a) A shared micromobility device operator shall maintain at all times in full force and effect at its sole expense, the following minimum insurance:

(1) General liability for bodily injury, including death, of one or more persons, property damage, and personal injury. Coverage shall include all customers, and shall be at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars per occurrence and not less than five million dollars aggregate for all occurrences during the policy period.

(2) Automobile liability insurance providing protection against claims of bodily injury, including death, of one or more persons, personal injury, and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO CA 00 01 (any auto), with limits of not less than one million dollars per accident.

(b) The city, its officials, and employees shall be covered by policy terms or endorsement as additional insureds regarding general liability and automobile liability arising out of activities performed by or on behalf of the shared micromobility device operator.

(c) The shared micromobility device operator's insurance coverage shall be primary insurance as it pertains to the city, its officials, and employees.

(d) The city must be provided with thirty days' prior written notice of cancellation or material change in the policy language or terms by both the shared micromobility device operator and the insurer.

(e) The shared micromobility device operator shall furnish the city with certificates and endorsements evidencing the insurance required, which must be maintained during the term of a shared micromobility device business permit. The city may suspend, modify, or

revoke a shared micromobility device operator's vehicle permit if current certificates of insurance and required endorsements have not been provided.

(f) Notwithstanding the above, the city may, in its sole discretion, determine that different or greater insurance requirements are necessary for the public health and safety.

6.05.110 Bicycle parking spaces required.

(a) No person shall operate a shared micromobility device business unless and until they have provided and maintain at least one and one-half bicycle parking spaces in the city for every shared micromobility device bicycle to be operated by the shared micromobility device operator, as approved by the city. The bicycle parking spaces shall be provided on bicycle racks that satisfy the city's bicycle parking standards, to the satisfaction of the director of public works. Notwithstanding the above, the City Manager may waive the parking requirements in this paragraph.

(b) In approving a shared micromobility device operator's proposed bicycle parking spaces, the director of public works shall consider, and may condition approval, on the following:

(1) The proposed size, materials, and location of the bicycle racks, consistent with all applicable zoning requirements and city regulations;

(2) The placement of the racks so as not to obstruct the public's use of the sidewalk and/or street;

(3) Any other conditions as may be necessary for protection of the public safety and welfare.

(c) The installation of shared micromobility device parking spaces and bicycle racks in the city are subject to encroachment permit requirements, as set forth in Section [35.01.040](#) of this code, which may be issued in accordance with the requirements set forth in this section.

6.05.120 Retrieval of shared micromobility devices.

A shared micromobility device operator, or authorized agent, shall, within 90 minutes of notice from the city, retrieve their shared micromobility devices that are in any of the following conditions:

(a) Shared micromobility device that are inoperable or not safe to operate, and parked in the public right-of-way;

- (b) Within downtown, a shared micromobility device that is not locked to a bicycle rack in an upright position, or that otherwise violates city bicycle parking and use regulations;
- (c) Shared micromobility devices with a battery or motor determined by the city to be unsafe for public use.

6.05.130 Grounds for suspending, revoking, or modifying a permit.

The director of public works may suspend, revoke, or modify any shared micromobility device business permit issued pursuant to this chapter on any of the following grounds:

- (a) That the permitted shared micromobility device business is being operated in a manner that constitutes a nuisance, or is injurious to the public, health, safety, or welfare;
- (b) The operation of the shared micromobility device violates any condition of the permit or city approved application and plans, including any conditions or requirements imposed in an encroachment permit obtained for providing device parking spaces;
- (c) The shared micromobility device operator fails to pay any fines, penalties, fees or damages lawfully assessed upon it;
- (d) The shared micromobility device operator violates any provision of this chapter or any other applicable law;
- (e) The shared micromobility device operator fails to collect its shared micromobility devices from the city within thirty calendar days of receiving written notice from the city of impoundment pursuant to Section 6.03.150 of this code; or
- (f) Circumstances that would have been grounds for denial of the permit application.

6.05.140 Right of appeal from denial, suspension, modification, or revocation of a shared micromobility device business permit.

Any applicant or permittee aggrieved by a decision of the director of public works in denying, suspending, modifying or revoking a permit, or imposing conditions on the issuance of a permit or permit renewal, may appeal the decision to the city manager in accordance with the following procedures:

(a) Appeal to city manager or designee.

- (1) Any applicant or permittee who desires to appeal a decision of the director of public works may appeal the decision by submitting a written appeal to the city manager within ten calendar days from the date of service of the notice of denial,

suspension, modification, revocation, or conditioned approval or renewal. The written appeal shall contain:

- (A) A brief statement in ordinary and concise language of the specific decision or condition protested, together with any material facts claimed to support the contentions of the appellant;
- (B) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;
- (C) The signatures of all parties named as appellants and their official mailing addresses; and
- (D) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(2) Upon receipt of a timely filed appeal, the city manager may hire or appoint a hearing officer or may serve as the hearing officer.

(3) Upon receipt of any appeal filed pursuant to this section, the hearing officer shall calendar it for hearing within fifteen calendar days.

(4) Written notice of the time and place of the hearing shall be given at least seven calendar days prior to the date of the hearing to each named appellant either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address(es) shown on the appeal.

(5) Failure of any person to timely file an appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and decision, or any portion thereof.

(6) Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.

(7) In the case of a suspension, modification, or revocation of a permit or permit renewal, the permittee may continue to conduct bicycle-share business operations during the pendency of any appeal.

(b) **Hearings—Generally.**

(1) At the time set for hearing, the hearing officer shall proceed to hear the testimony of the director of public works, the appellant, and other competent persons, including members of the public, respecting those matters or issues specifically raised by the appellant in the notice of appeal.

(2) The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.

(3) The hearing officer may, upon request of the appellant or upon request of the city, grant continuances from time to time for good cause shown, or upon his or her own motion.

(4) In any proceedings under this chapter, the hearing officer has the power to administer oaths and affirmations and to certify to official acts.

(c) **Conduct of hearing.**

(1) Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(2) Oral evidence shall be taken only upon oath or affirmation.

(3) Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

(4) The hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(5) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.

(6) Each party shall have these rights, among others:

(A) To call and examine witnesses on any matter relevant to the issues of the hearing;

(B) To introduce documentary and physical evidence;

(C) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

(D) To impeach any witness regardless of which party first called the witness to testify;

(E) To rebut the evidence presented against the party; and

(F) To represent him, her, or itself or to be represented by anyone of his, her, or its choice who is lawfully permitted to do so.

(7) In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this state or that may appear in any of the official records of the city or any of its departments.

(d) **Form and contents of decision—Finality of decision.**

(1) If it is shown, by a preponderance of the evidence, that one or more bases exist to deny, suspend, modify, or revoke the permit, the hearing officer shall affirm the director of public works' decision to deny, suspend, modify, revoke or condition the permit. Following the hearing and after reviewing the testimony and evidence presented at the hearing, the city manager shall issue a decision, or if the city manager appointed a hearing officer, the hearing officer shall issue a recommendation to the city manager, regarding the propriety of the police chief's determination. The decision or recommendation shall be in writing and shall contain findings of fact and a determination of the issues presented. The city manager shall accept, amend and accept, or reject a hearing officer's recommendation.

(2) The city manager's determination of the appeal shall be final.

(3) The final decision shall inform the appellant that the decision is a final decision and that the time for judicial review is governed by California [Code of Civil Procedure](#) Section 1094.6. Copies of the decision shall be delivered to the appellant personally or sent by certified mail to the address shown on the appeal within ten business days following the conclusion of the hearing.

(4) The decision shall be final when signed by the city manager and served as provided in this section.

6.05.150 Impoundment.

(a) The city may impound shared micromobility devices that are not retrieved by the shared micromobility device operator pursuant to [Section 6.05.120](#) or as provided for in the Vehicle Code. The city may impound devices immediately if the device is obstructing the sidewalk or presents a public safety concern.

(b) If the city incurs any costs for impounding shared micromobility devices pursuant to this section, the shared micromobility device operator shall reimburse the city for the costs of impoundment within thirty calendar days from the date of written notice of the impoundment from the city.

(c) In addition to the remedies provided in this section, the shared micromobility device business permit may be revoked or suspended for failure to collect the impounded

shared micromobility device after thirty calendar days from the city's written notice of impoundment.

6.05.160 Violations.

- (a) In addition to any other remedy allowed by law, any person who violates a provision of this chapter may be subject to criminal sanctions, civil actions, and administrative penalties pursuant to Article [1.02](#).
- (b) Violations of this chapter are hereby declared to be a public nuisance.
- (c) All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.

6.05.170 Shared micromobility devices.

- (a) Shared micromobility devices that are electric bicycles and scooters as defined in California Vehicle Code shall be equipped with software or other mechanisms to prevent the motor from providing assistance when the device's speed exceeds fifteen miles per hour.
- (b) Shared micromobility device operators shall additionally ensure that customers are informed of the following:
 - (1) Customers shall use bicycle and scooter share devices in accordance with all applicable city ordinances, regulations, and state law applicable to bicycles and electric bicycles.
 - (2) Within the downtown, customers shall properly secure shared micromobility device bicycles to racks, and shall not leave a shared micromobility device bicycle unattended and lying on its side on any portion of a sidewalk, street or highway so as to obstruct pedestrian or vehicular travel. Shared micromobility devices parked outside of downtown are permitted to park on the street perpendicular to the curb, like a motorcycle.
 - (3) Customers under age eighteen are required by California law to wear a bicycle helmet.

June 23, 2022

Robert Clarke
Public Works Director - City of Davis
1717 Fifth Street
Davis, CA 95616

Dear Robert,

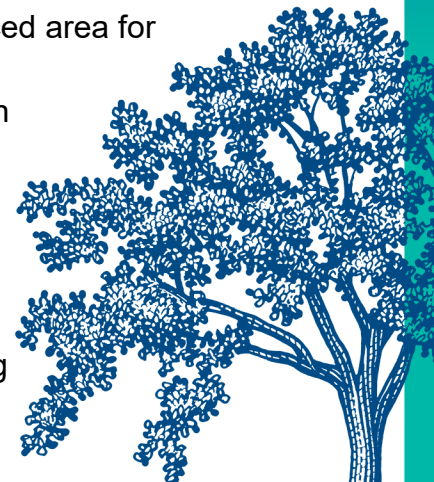
UC Davis Transportation Services supports the growth of sustainable transportation options to enhance the choices our campus and local communities have so we can realize a more sustainable future that is less dependent upon vehicles. Dockless electric scooters, as a new and emerging technology, have evolved over the past few years. With recent advancements in this industry and the way in which these technologies can be structured and regulated, we believe that a shared bike and scooter program has great prospect and can safely be piloted, and feasibly implemented, on our campus and in the greater Davis community.

Several years ago we outlined our concerns about dockless scooters share vendors. While these comments were initially written to support the City's prohibition of dockless scooter share vendors, the industry has made significant improvement that allow us to take our initial comments for banning scooters and transform those comments into prerequisites for us to embrace a scooter program. We believe such requirements would preserve the pedestrian realm for people while providing our collective communities more transportation choices. We believe that now is the prudent time for campus to support for the City to repeal the current ban and explore, in partnership, the possibility of a dockless bike and scooter shared program, enhance the choices for our shared communities, and promote a more sustainable future.

We believe that a shared electric scooter system would require the following:

- A hard speed limit of 15 mph for campus and perhaps a geofenced area for speeds more than 15 mph.
- A tested and approved torque curve to best manage acceleration on a densely populated, multi-modal campus.
- 10-inch and or wider wheels to safely handle some of the rougher, lesser-maintained roads and paths in the area; alternatively, the scooter could feature a suspension system.
- A lock-to or latch-to system that would integrate with standard campus bike parking apparatus and prevent scooters from falling over within designated bike parking areas or blocking or partially obstructing pedestrian paths of travel.

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- A convenient method for community members who do not participate in the bike/scooter share program to report bad bike or scooter parking through a platform other than the system's mobile application
- The inclusion of tangible consequences for the person(s) who poorly park bike or scooter; and/or a structured penalty system for the operator / vendor to ensure compliance parking requirement, including possible assessment of fees, right to impound bike or scooter, termination of site-access-agreements or the contract entirely.
- Absent explicit permission from the University, electric bikes and scooters from the dockless bike / scooter share program will not be permitted to charge batteries using campus electricity.
- Absent explicit permission from the University, the operator staff will access the campus facilities only as directed by the University during approved times and locations, and only in approved and permitted vehicles.
- Conduct a vendor risk assessment to assess cyber security measures for any vendor conducting business on campus, prior to issuance of site license.

We believe that these requirements, should they be followed, will allow a bike and scooter system to be a complement to our bicycle friendly environment, and bring forward valuable mobility options for our community, and importantly bolster the possibilities for people to embrace greater multi-mobility, by providing suitable first-and-last-mile transportation to other transportation modes like bus or train.

We look forward to more discussions about the opportunities ahead of us. Please do not hesitate to reach out with any questions, concerns, or insights.

Sincerely,

Lucas A. Griffith, PhD
 Director of Campus Planning
 Campus Planning & Environmental Stewardship

Cc:
 Mabel Salon
 Chief Government and Community Relations



N A B S A

NORTH AMERICAN BIKESHARE & SCOOTERSHARE ASSOCIATION

2020

2ND ANNUAL

Shared Micromobility

State of the
Industry Report



07-19-22 City Council Meeting
12-06-22 City Council Meeting
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NABSA is pleased to present our second annual **Shared Micromobility State of the Industry Report**. Due to the COVID-19 pandemic, 2020 was a challenging year for all sectors of transportation and shared micromobility was no exception. That said, the industry showed tremendous response and resilience. This report quantifies the impact of COVID-19 on shared micromobility and demonstrates the industry's response and resilience during this time to provide essential mobility services. The report also compares trends from 2019 and presents new research that shows the impact of the industry in North America.

To inform this report, we have collected data across a wide variety of topics, including ridership metrics, user profiles, employment, equity, and community benefits. Our data sources include surveys sent to shared micromobility operators and public agencies across North America, supplemented by research reports on shared micromobility, census data, and other data that is tracked by NABSA.

This 2020 State of the Industry report shows a snapshot in time, providing a comparison for tracking trends with previous years and marking successes and challenges as the industry continues to evolve. See page 17 for detailed notes on methodology.

The Report includes:



Why Shared Micromobility? pg 5

- Industry Impact
- Economic Benefits of Shared Micromobility
- Who Uses Shared Micromobility
- Transportation Equity

Shared Micromobility pg 1 in North America

COVID-19: Response and Resilience pg 2

Shared Micromobility by the Numbers pg 10

- Comparison of Trip Trends
- Comparison of Vehicle Trends
- System Statistics by City Size
- Operating Characteristics
- Shared Micromobility as Public Transportation
- How NABSA Supports the Industry

Methodology pg 17

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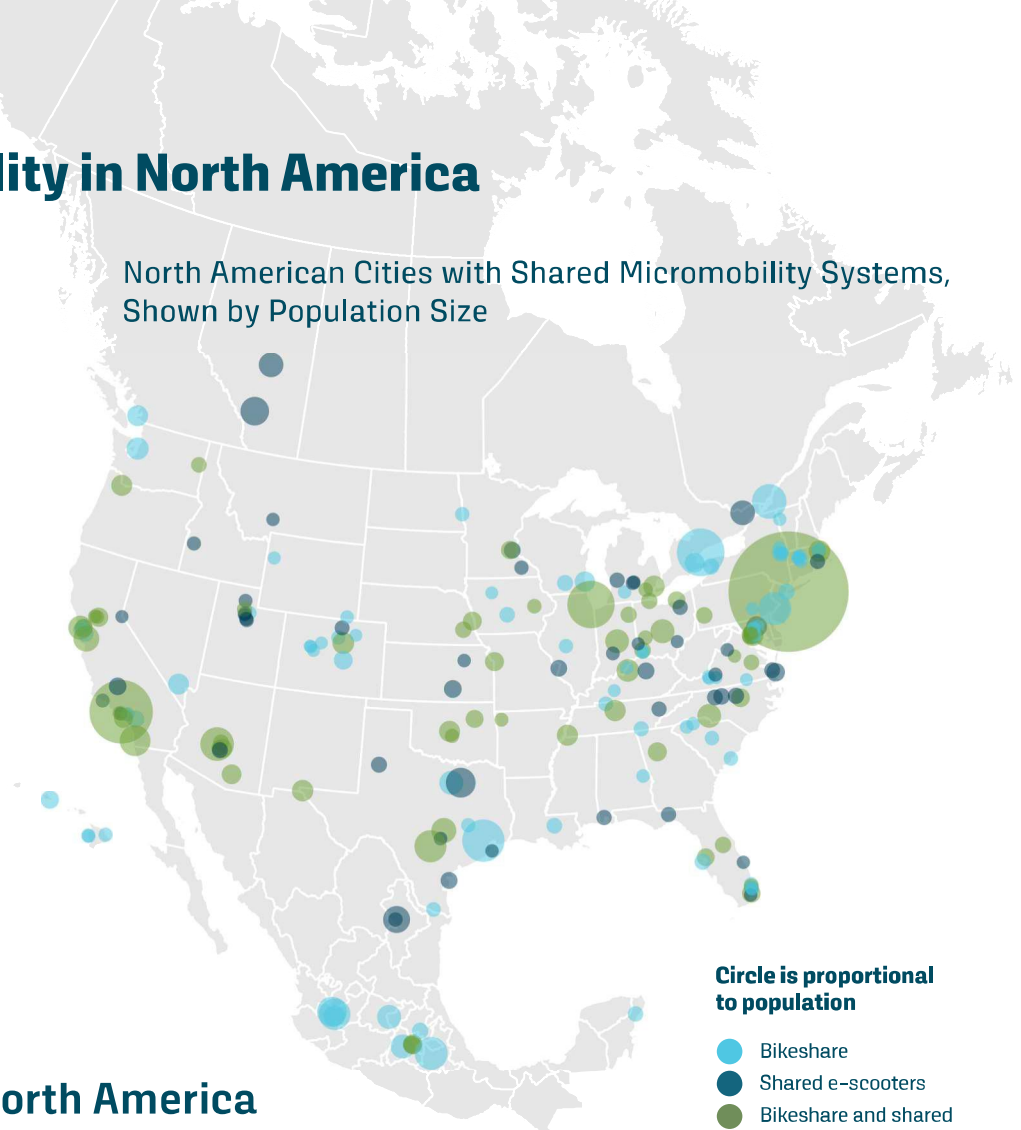
Shared Micromobility in North America

In 2020, at least 224 cities* had at least one bikeshare or e-scooter system and 72 had both. This is 22% fewer than in 2019 and includes:

- 203 cities in the United States
- 14 cities in Mexico
- 7 cities in Canada

All 129 e-scooter systems are dockless and electric, while the 167 city bikeshare systems have a mix of docked, dockless, and hybrid systems, with some cities having multiple systems of different types; 44% of cities with bikeshare systems have fleets that include e-bikes.

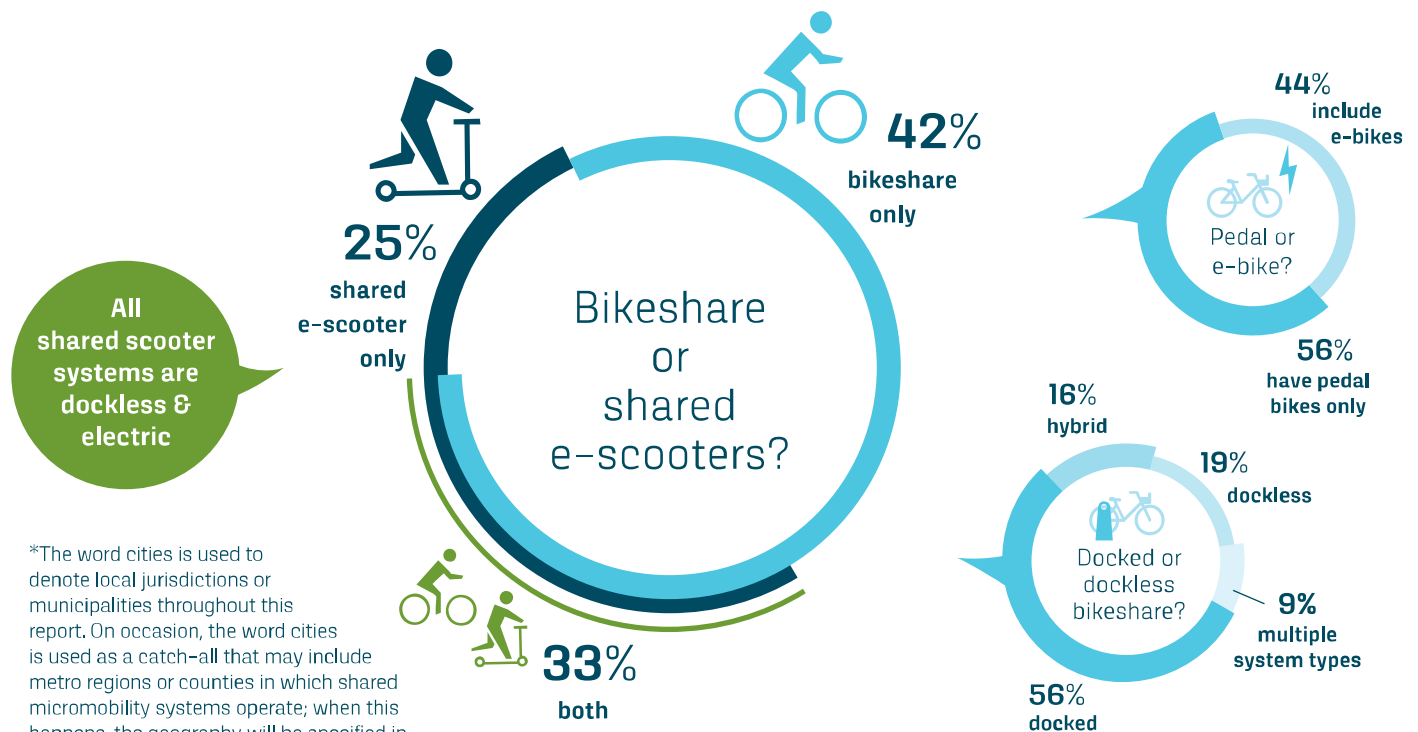
North American Cities with Shared Micromobility Systems, Shown by Population Size



Circle is proportional to population

- Bikeshare
- Shared e-scooters
- Bikeshare and shared e-scooters

At least 224 cities in North America have a shared scooter or bikeshare system



*The word cities is used to denote local jurisdictions or municipalities throughout this report. On occasion, the word cities is used as a catch-all that may include metro regions or counties in which shared micromobility systems operate; when this happens, the geography will be specified in the report.

COVID-19 Pandemic Response and Resilience

2020 was a tough year for everyone, but the shared micromobility industry proved its resilience and played an important part in keeping North America moving by providing programs and service where it was most needed.

Of operators responding to NABSA's survey:



65% provided programs for essential workers such as discounted or free rides



55% worked with transit agencies to fill gaps left by transit service reductions



30% explored daily or monthly rental services



25% integrated local restaurants and businesses into apps or other programs



15% provided or partnered with delivery services

Of agencies responding to NABSA's survey:

2/3 implemented "slow streets" or repurposed street space for active transportation

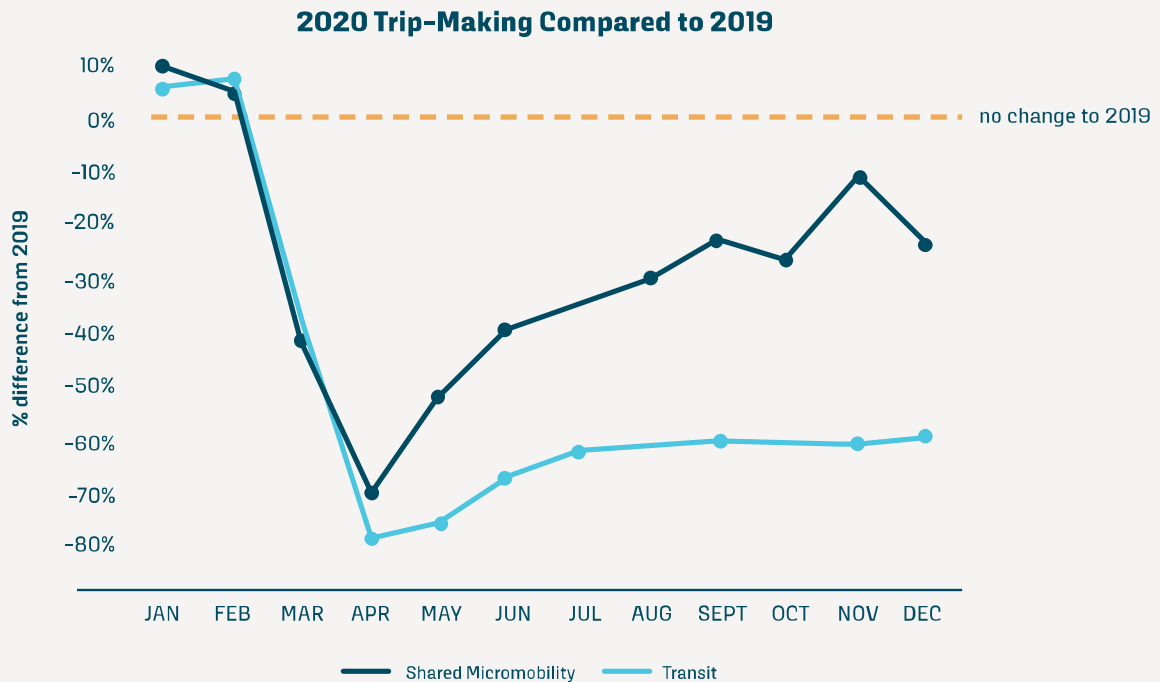


1/3 reduced or waived user fees

*The word operator refers to a company or organization responsible for day-to-day operations of one or more shared micromobility programs. The word agency refers to a public agency responsible for oversight of one or more shared micromobility programs in their jurisdiction.

Trends During COVID-19

Shared micromobility ridership decreased early in the pandemic but rebounded quicker than other shared modes. By the end of the year, 2020 ridership was **within 20% of the previous year's levels.**



Despite a decrease in ridership in 2020, other trends emerged that introduced new people to shared micromobility:

- Approximately **1/2** of agencies and operators reported an increase in first-time riders
- Almost **60%** noted an increase in casual or recreational trip purposes
- Approximately **20%** reported increased trip-making in "equity zones"*



There were changes in the way that people used shared micromobility:

- Approximately **2/3** reported a reduction in weekday trip-making
- Over **60%** reported changes to the times of day that trips were made
- Almost **50%** reported an increase in weekend trip-making
- Over **20%** saw increased trips to destinations near essential services



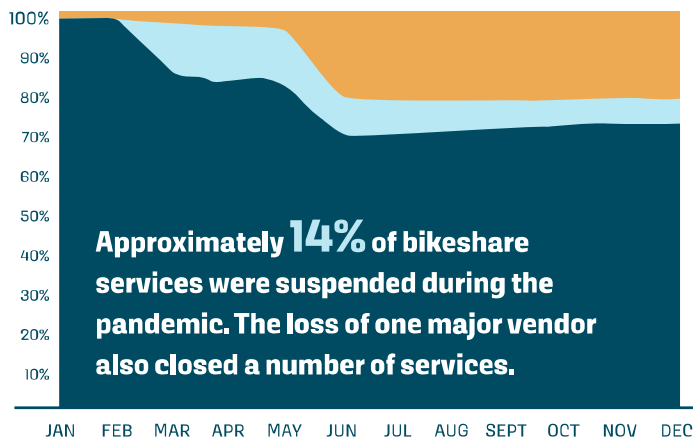
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*Proportions of low income and other communities that have been historically underserved by transportation. Shared micromobility can play a key role in improving transportation access for these communities.

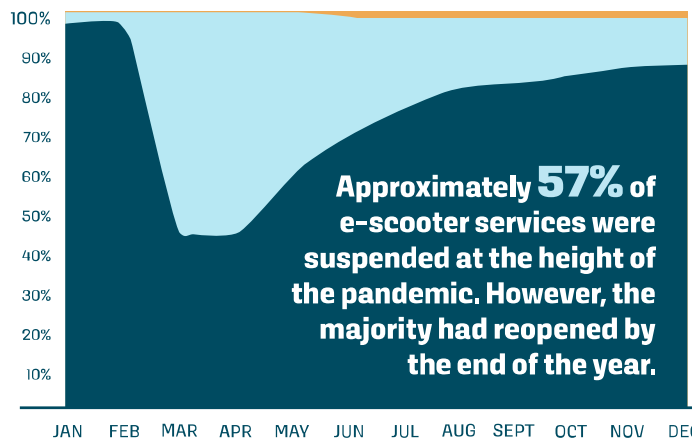
Impact and Rebound During the COVID-19 Pandemic

During the height of the pandemic, some systems and regulators made the decision to suspend service due to health concerns. The charts below show data collected by the USDOT's Bureau of Transportation Statistics and shows that of those systems suspended, 75% had been reopened by the end of the year.

Bikeshare Service Changes during 2020



E-Scooter Service Changes during 2020



■ Open ■ Suspended ■ Permanently Closed

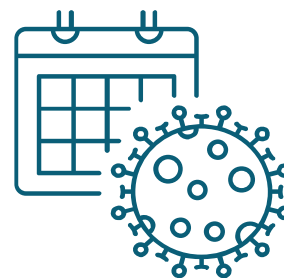
75% of suspended systems had been reopened by the end of the year.

Systems were able to reopen because of the efforts of agencies and operators. Some of these measures included:

- Agencies requiring operators to submit COVID-19 protocols to the city
- Operators introducing PPE and other measures for employee protection



- Operators increasing cleaning and sanitation of bikes, scooters, and stations
- Agencies and operators issuing communications describing the safety precautions being implemented





Why Shared Micromobility?

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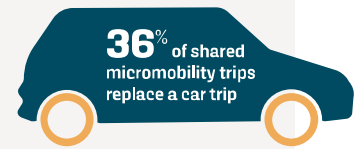
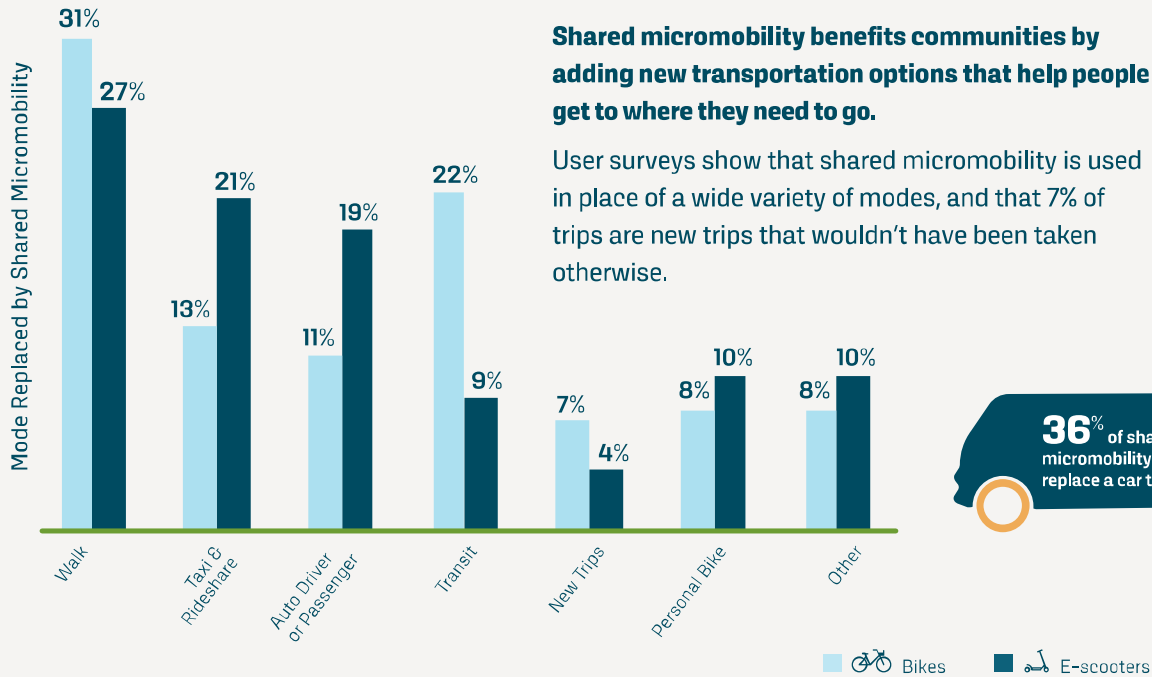
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Industry Impact

Transportation Options

Shared micromobility benefits communities by adding new transportation options that help people get to where they need to go.

User surveys show that shared micromobility is used in place of a wide variety of modes, and that 7% of trips are new trips that wouldn't have been taken otherwise.



Physical Activity & Exercise



North Americans gained almost **12.2 million hours** of additional physical activity through shared micromobility, by creating new trips and replacing motorized trips:

- 6.5 million hours on pedal bikes**
- 1.8 million hours on e-bikes**
- 3.9 million hours on e-scooters**

Reduced Greenhouse Gas Emissions



Riding shared micromobility produces considerably fewer greenhouse gas emissions.

Compared to auto trips, shared micromobility trips reduce GHG emissions by:

- 100% on pedal bikes**
- 97% on e-bikes**
- 98% on e-scooters**





In 2020, shared micromobility trips offset approximately **29 million pounds of CO₂ emissions** by replacing auto trips.

These reduction factors do not take into account operations, externalities, or lifecycle costs for shared micromobility or for driving, as data for these calculations was unavailable.

Economic Benefits of Shared Micromobility

NABSA compiled the results of user surveys conducted in cities with shared micromobility to understand why people ride, and what users see as the main benefits. This is supported by research showing the economic benefits of shared micromobility and NABSA's estimate of the number of people employed in the industry.

Why People Ride:

-  **Faster and easier travel**
-  **Fun**
-  **Save money**
-  **Increase travel options/flexibility**

Benefits to the Community:

-  **Environmental benefits**
-  **Personal health / exercise benefits**
-  **Reduced need for parking**
-  **Reduce traffic or time driving**

Studies conducted across 9 cities found that

44% more jobs were accessible within 45 minutes

or less when pairing shared micromobility with walking and transit.

A recent study conducted by Emory University found that e-scooter programs increased unplanned spending at quick service restaurants and food and beverage stores.



The study found:

\$921 per scooter

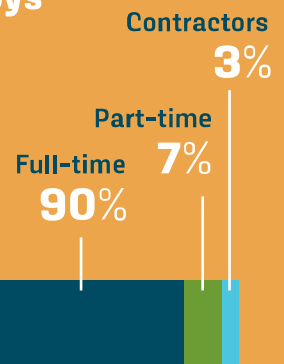


of additional spending during the 6-month study period, and a 0.6% increase in total sales.

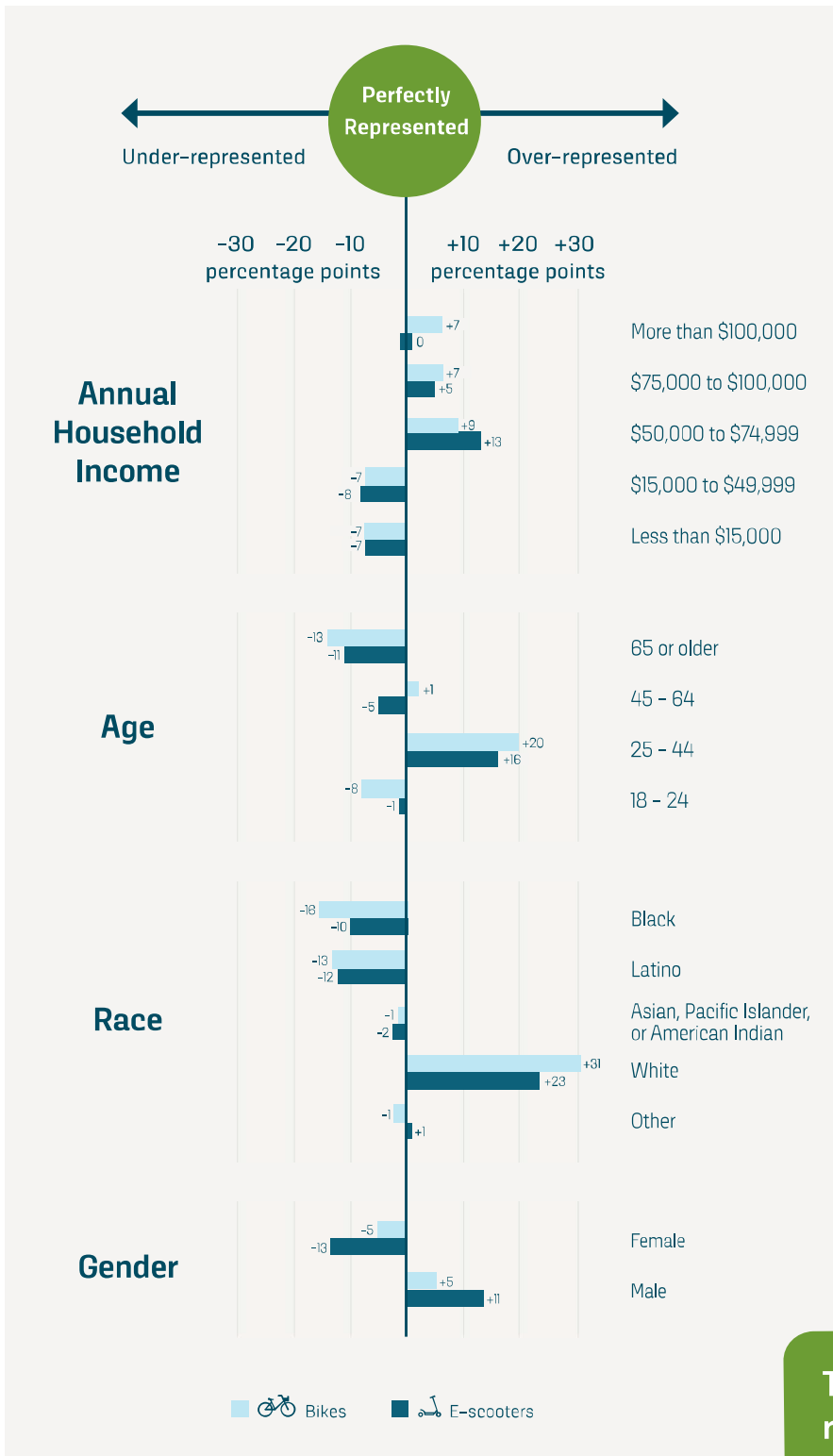
It is estimated that shared micromobility employs at least:

5,000 people

This represents about **1 job for every 30 vehicles**



Who Uses Shared Micromobility



The chart shows the average number of percentage points by which shared micromobility users over- or under-represent local demographics. For example, if women represent 50% of the population of a particular city, but they represent only 40% of that city's shared micromobility users, then women are under-represented by 10 percentage points.

Compared to last year's findings, the biggest changes came in income, race, and gender representation:

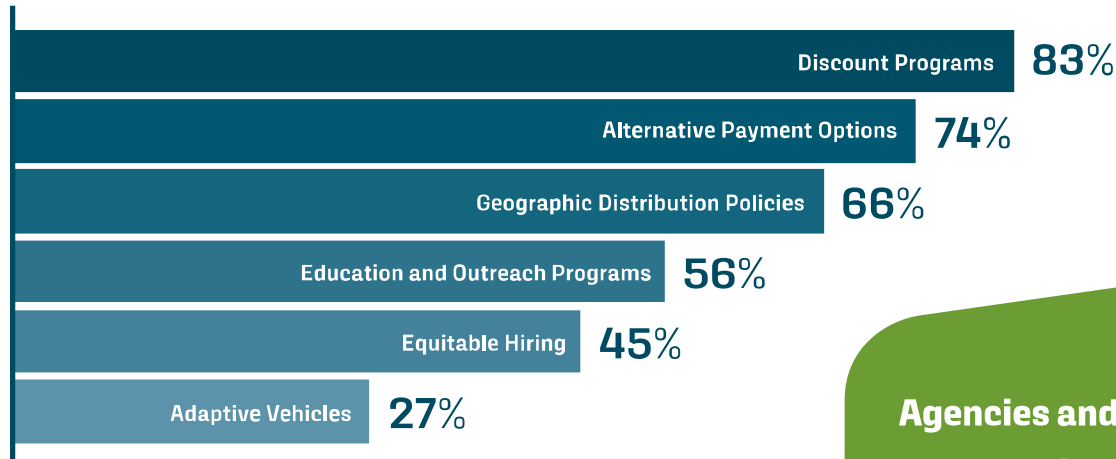
- **Income:** the highest and lowest income brackets were more under-represented in 2019; low-to-middle income earners got closer to representation this year; and middle-to-high income groups dramatically increased representation.
- **Age:** there were minimal changes from last year.
- **Race:** the biggest changes came from e-scooters with increased representation of Black and Hispanic or Latino populations among users. White users are still over-represented.
- **Gender:** There was a shift in bikeshare usage with female participation being closer to representative.

There was better representation of low income, Black, Hispanic or Latino, and female users compared to 2019.

*People under 18 years old were omitted from the analysis, as were nonbinary and other genders not counted in the Census since data was unavailable.

Transportation Equity

Shared micromobility systems offer a range of equity programs. Below is the percentage of bikeshare and shared e-scooter programs in North America that have:



Agencies and operators responded to questions outlined in NABSA's Workforce Diversity Toolkit:

- 71%** stated that diversity is part of every hiring conversation.
- 69%** reported that women and people of color are represented at all levels of their organization.
- 57%** reported that staff is representative of the populations being served.
- 55%** reported that their staff have completed cultural competency or diversity training.

\$149

Annual average price for discounted vs non-discounted membership programs across 23 cities

\$40

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Agencies and operators supported racial justice demonstrations in 2020 by...

- Continuing to make service available during the demonstrations
- Donating and fundraising for racial justice non-profits
- Offering discounts for solidarity and protest rides
- Creating organizational change to better represent diversity, equity, and inclusion
- Recognizing Juneteenth as an observed holiday





Shared Micromobility By the Numbers

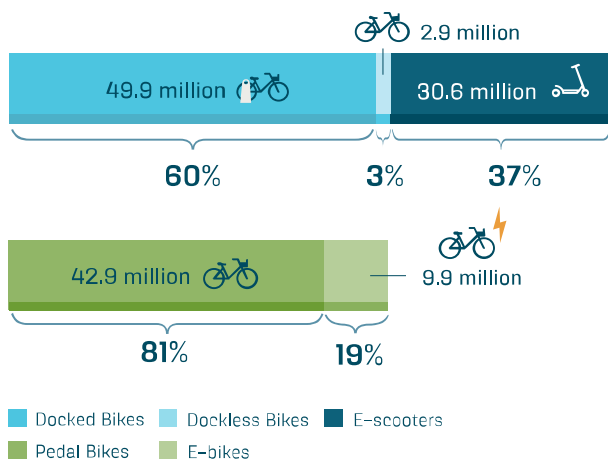
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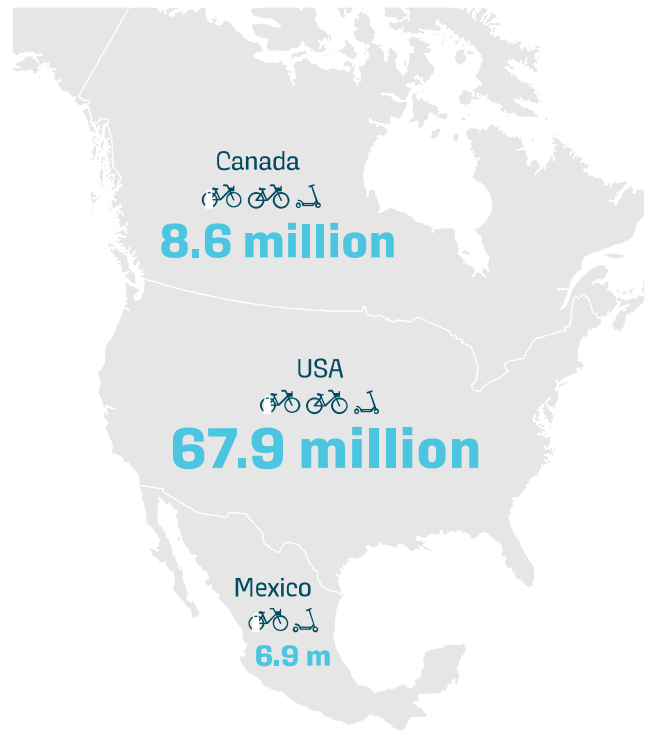
Comparison of Trip Trends

North Americans took an estimated 83.4 million trips on shared micromobility vehicles in 2020. This is just over half of the total trips taken during 2019. E-scooters accounted for just over a third of all trips. Pedal bikes and e-bikes formed almost two-thirds of all trips and the number of e-bike trips increased from 7 million to almost 10 million trips despite all other trip trends reducing during the COVID-19 pandemic.

83.4 Million Trips Across North America in 2020



Country-by-Country Shared Micromobility Trip Breakdown



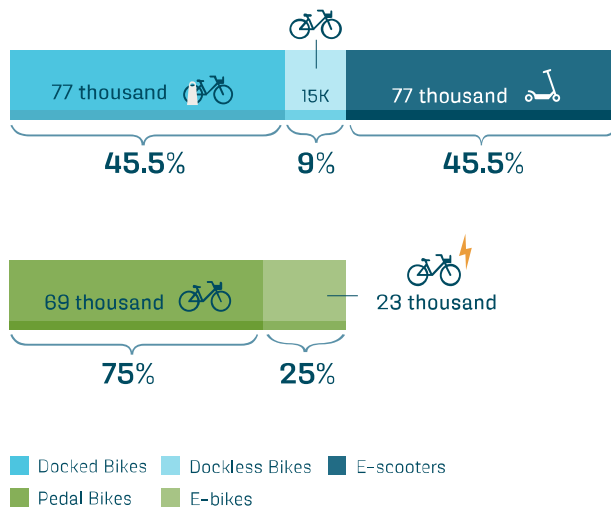
The reduction in trips from the COVID-19 pandemic resulted in lower utilization compared to 2019. The average shared micromobility vehicle was used for approximately 1.6 trips per vehicle per service day. The average trip length stayed at 1.3 miles and was shorter in duration than last year, lasting for 17 minutes. Bikes had higher utilization than e-scooters and longer durations than in 2019. These numbers are based on aggregate data, individual cities will have variations based on local conditions.



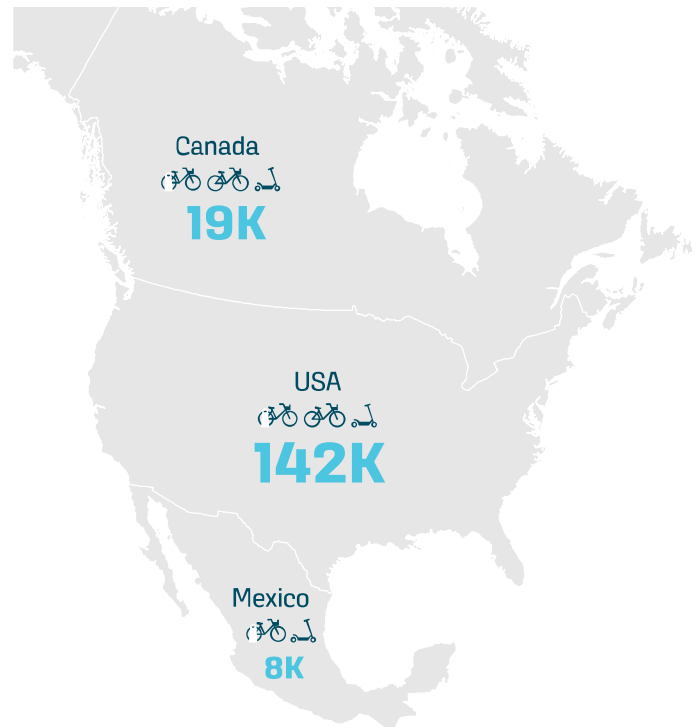
Comparison of Vehicle Trends

North Americans had access to an estimated 169 thousand shared micromobility vehicles in 2020. This was approximately 87% of the number of vehicles available in 2019. The number of bikes actually increased during 2020 and in particular the number of e-bikes increased from 12 thousand in 2019 to 23 thousand in 2020. The number of e-scooters available reduced by 31% in 2020.

169 Thousand Vehicles Deployed Across North America on an average day in 2020



Country-by-Country Shared Micromobility Vehicle Breakdown



E-Bike Trends

The use and acceptance of e-bikes is increasing in the shared micromobility industry.

The percentage of bikeshare systems deploying e-bikes increased from **28%** in 2019 to **44%** in 2020.

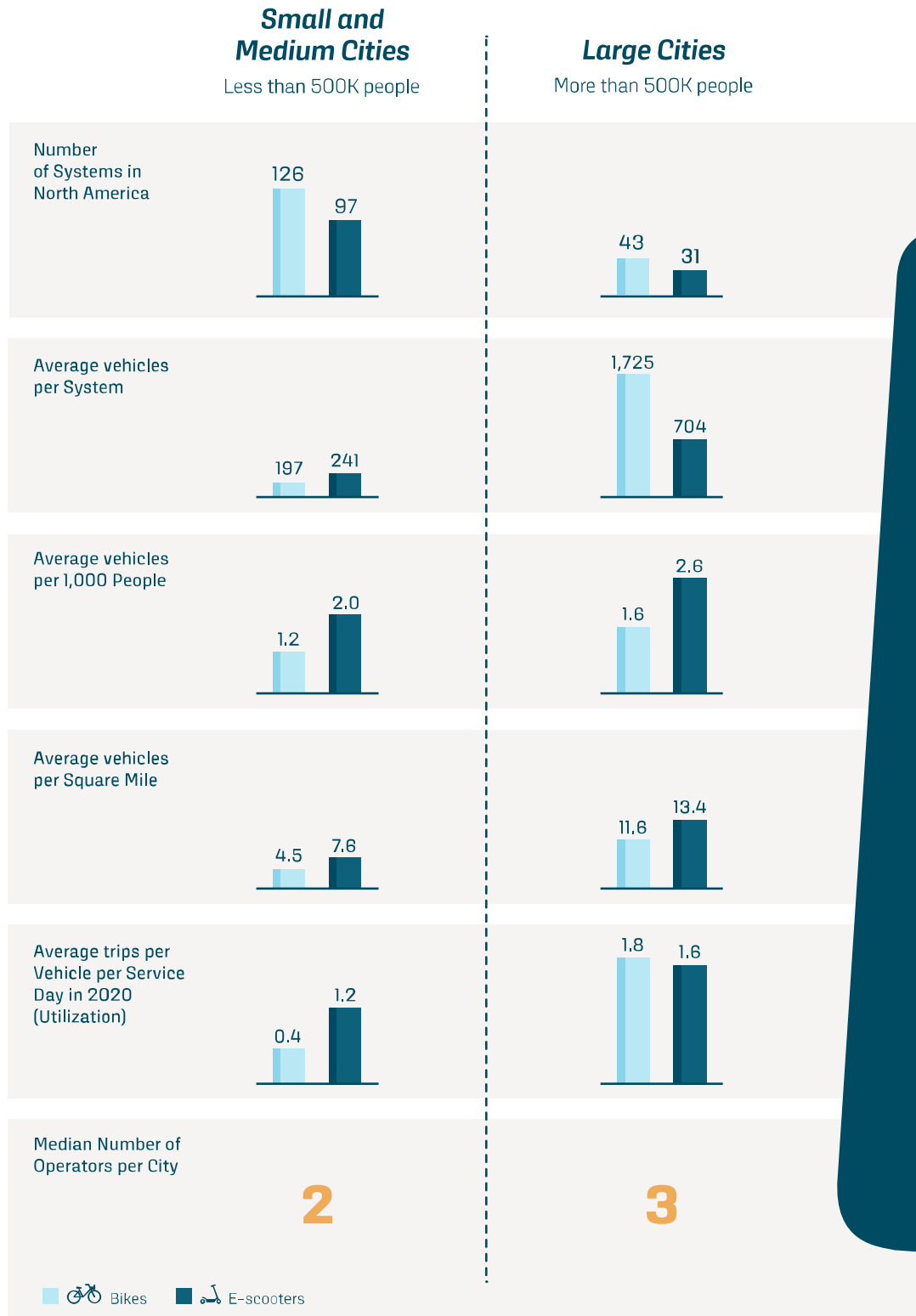


Trips made by e-bike increased from **7 million** in 2019 to **almost 10 million** in 2020.

E-bikes are ridden further with an average trip distance of **2.0 miles** compared with **1.2 miles** for pedal bikes.

System Statistics by City Size

Shared micromobility systems have different operating characteristics in cities of different sizes. The number of systems, average vehicle counts, system densities, utilization, and the median number of operators for small and medium and large-sized cities are shown below.



Larger cities tend to have more vehicles per system and more per capita.

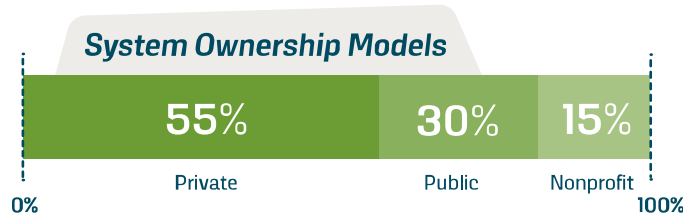
Vehicle densities were higher in larger cities.

Utilization was higher in larger cities.

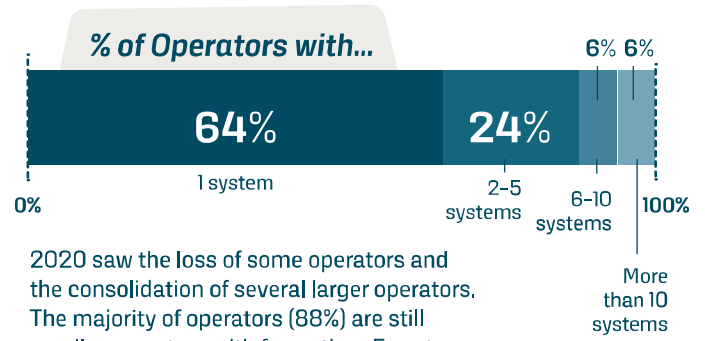
Larger cities tended to have more shared micromobility operators than small and medium cities.

Operating Characteristics

The way that shared micromobility operates continues to evolve. This page shows a 2020 snapshot of system ownership, the range of sizes of operators, and a summary and breakdown of operating costs and revenues.



2020 saw a slight decrease in private systems and a reduction in the number of nonprofit systems, some of which transitioned to public ownership.



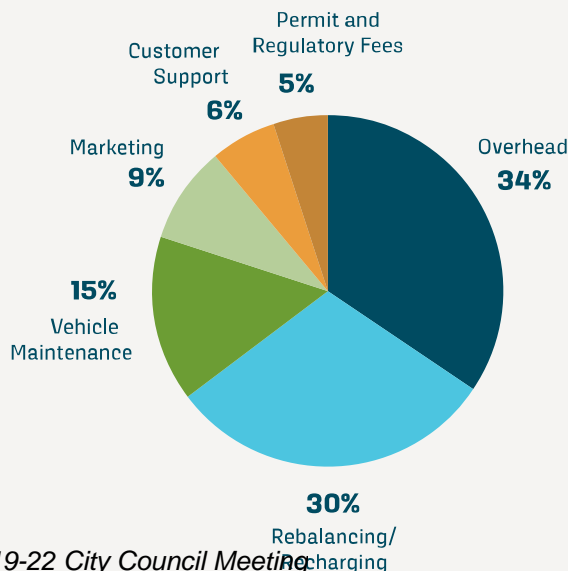
2020 saw the loss of some operators and the consolidation of several larger operators. The majority of operators (88%) are still smaller operators with fewer than 5 systems.

Private Operators identified their Top 3 program costs as...

- 1 Rebalancing and recharging
- 2 Vehicle maintenance and repair
- 3 Overhead costs (e.g. insurance, fees, etc.)

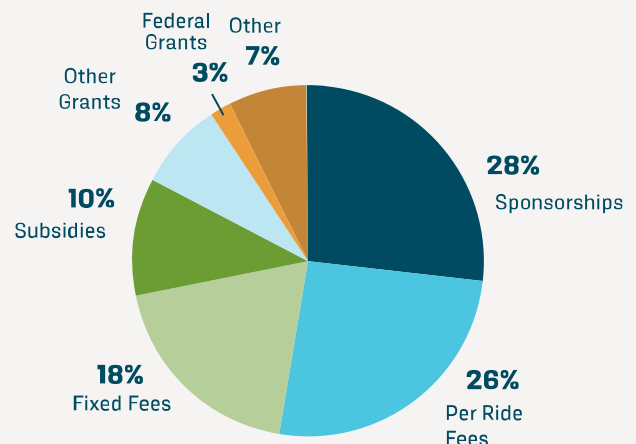
Operating Costs

for Agency- and Nonprofit-Owned Systems



Revenues

for Agency- and Nonprofit-Owned Systems



07-19-22 City Council Meeting
 12-06-22 City Council Meeting
 07-18-23 City Council Meeting

Shared Micromobility as Public Transportation

Shared micromobility is part of the public transportation ecosystem. As a flexible transportation option with comparatively low overhead and operations costs, shared micromobility can complement higher-volume fixed-route transit services by offering mobility services for many trips at a lower per-traveler cost. Below is a summary of shared micromobility's effectiveness as a public transportation option and how it complements other public transportation modes.

50% of riders reported that they use shared micromobility to connect to transit

AND

16% of all shared micromobility trips were for the purpose of connecting to transit

71% of all docked bikeshare stations are within one block of another public transportation mode.



Does your agency require GBFS feeds from operators?

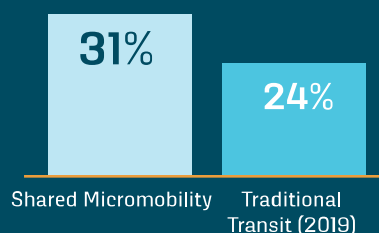


YES **69%**
NO **31%**

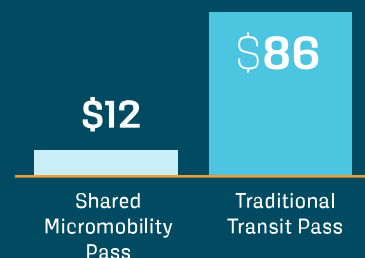
Most cities require the General Bikeshare Feed Specification (GBFS) for use in navigation and trip planning apps.

Farebox Recovery

Bikeshare Only

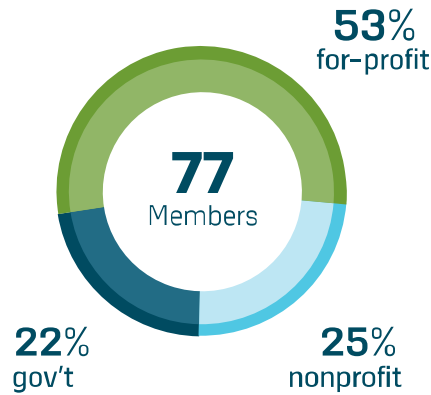


Monthly Cost to Users



How NABSA Supports the Industry

The North American Bikeshare and Scootershare Association (NABSA) connects the shared micromobility industry to support, promote and enhance shared alternatives to traditional transportation across North America. NABSA is a nonprofit organization dedicated to providing resources, education, and advocacy for the shared micromobility industry, and to creating spaces for the industry's public, private, and nonprofit sectors to convene and empower each other. In 2020, NABSA had 77 members from 6 countries.



Six Countries in 2020

- Canada
- Mexico
- United States
- France
- Norway
- United Kingdom

NABSA Highlights for 2020



394

NABSA Annual Conference attendees



993

Webinar registrants



141

Bills tracked affecting the industry



325

Knowledge Share and Member Center users



1,740

Website sessions per month by 1,118 unique users



1,290

Newsletter recipients

Methodology

Survey Tools

Primary data for this report was collected through two surveys: an Operator Survey and an Agency Survey. The Surveys were distributed to all known shared micromobility operators and agencies and included questions about the attributes of shared micromobility systems operating within those agency jurisdictions and operator markets.

Page 1 – Shared Micromobility in North America

Population data sources for the map include:

- The US American Community Survey 5-Year Estimates, 2015–2019
- The 2016 Canadian Census
- Mexico's Encuesta Intercensal 2015 (Intercensal Survey 2015)

System data was derived from an internal database of all known shared micromobility systems in North America that is maintained and updated by NABSA.

Page 2 – COVID-19 Pandemic Response & Resilience

The response of operators and agencies to the COVID-19 pandemic were calculated from data collected from the Agency and Operator Surveys.

Page 3 – Trends During COVID-19 Pandemic

Trip-making comparisons were made using monthly ridership data for 2019 and 2020 for the following shared micromobility systems: Austin Dockless Pilot, Bay Wheels (San Francisco Bay Area), Bike Chattanooga (Chattanooga), Bike Town (Portland, OR), Bixi (Montreal), Blue Bikes (Boston Metro Area), Capital Bikeshare (Washington D.C. Metro Area), CitiBike (Jersey City and New York City), CoGo (Columbus, OH), Divvy (Chicago), EcoBici (Mexico City), Indego (Philadelphia), Metro Bike Share (Los Angeles), Nice Ride (Minneapolis), Norfolk E-Scooter Pilot (Norfolk, VA), Seattle Dockless Bikeshare Pilot, ValleyBike (Pioneer Valley, MA). Data sources included the U.S. Department of Transportation's Bureau of Statistics and publicly available ridership data.

Monthly transit ridership data was obtained from the Federal Transit Agency's National Transit Database.

All other statistics were calculated from responses to the Agency and Operator Surveys.

Page 4 – Impact and Rebound During the COVID-19 Pandemic

Service disruption data was obtained from the US Department of Transportation's Bureau of Statistics. All other statistics were calculated from responses to the Agency and Operator Surveys.

Page 6 – Industry Impacts Mode Replacement

Mode-replacement statistics were calculated as averages of published survey data collected in 17 systems or cities between 2018 and 2020: Alexandria, Arlington, Atlanta, Bloomington, Calgary, Chicago, Denver, Hoboken, Milwaukee, Norfolk, Oakland, Portland, San Antonio, San Francisco, Seattle, Tucson, and Vancouver, BC. "Other" modes include other shared micromobility, personal e-scooters, and non-identified "other" options. The automobile trip replacement percentage (36%) and the percentage of trips that would not have otherwise been made (7%) are calculated as the average of all studies combined.

Physical Activity

Reported physical activity statistics were calculated from shared micromobility trips replacing taxi, rideshare, auto driver or auto passenger, transit, and new trips and applying the average trip duration calculated from responses to the Operator and Agency Surveys.

Research citations for the benefits of light physical activity include: *Association of Light Physical Activity Measured by Accelerometry and Incidence of Coronary Heart Disease and Cardiovascular Disease in Older Women* (LaCroix et al 2019), and *Dose-Response Associations Between Accelerometry Measured Physical Activity and Sedentary Time and All Cause Mortality: Systematic Review and Harmonised Meta-Analysis* (Ekelund et al 2019).

E-bike riders use about 76 percent of the energy expenditure of pedal-bike riders. Riding an e-bike provides moderate metabolic activity on flat segments (metabolic equivalent of task [MET] of 3) and vigorous activity on uphill (MET of 6). This is based on the research in *Comparing Physical Activity of Pedal-Assist Electric Bikes with Walking and Conventional Bicycles* (Langford et al 2017).

E-scooters provide light physical activity (MET of 2.5). This is based on the research in *Evaluating the Physical Activity Impacts of Riding Electric Kick Scooters* (poster session presented at the 2019 Conference on Health and Active Transportation, Washington D.C; Wen et al 2019).

Greenhouse Gas Emissions

Reduction in total Greenhouse Gas (GHG) emissions was calculated based on taxi, rideshare, and auto driver/passenger trip replacement; an estimate of total trips taken on shared micromobility modes; and average trip distance calculated from responses to the Operator and Agency Surveys. Reduction factors do not take into account externalities, operations, or lifecycle costs for shared micromobility or for driving.

GHG emission factors for e-bikes and e-scooters were calculated based on energy factors from the following sources: *Electric Two-Wheelers in China: Analysis of Environmental, Safety, and Mobility Impacts* (Cherry 2007) and *The Environmental Impacts of Shared Dockless Electric Scooters* (Hollingsworth et al 2019); and average US Grid emission factors were obtained from the *US EPA eGrid2018 Database* (EPA, 2020). The automobile emission factor was taken from the *US EPA Memorandum on GHG Emissions from a Typical Passenger Vehicle* (EPA, 2018).

Page 7 – Economic Benefit of Shared Micromobility

Why People Ride & Community Benefits

These use cases were derived from published survey data of shared micromobility users. Not all response options are presented. This report lists the four most frequent answers for each of the two categories.

Jobs Access

These statistics were reported directly from the following research (assumes a 45-minute travel time):

- Micromobility Coalition's job access studies: <https://micromobilitycoalition.org/reports/>
- *E-Scooter Scenarios: Evaluating the Potential Mobility Benefits of Shared Dockless Scooter in Chicago* (Smith and Schwieterman 2018).

Research that further supports these statistics can be found in *High Impact Prioritization of Bikeshare Program Investment to Improve Disadvantaged Communities' Access to Jobs and Essential Services* (Quian & Niemeier 2019).

Increased Spending

These statistics were reported directly from the following research: Kim, Kyeongbin and McCarthy, Daniel, *Wheels to Meals: Measuring the Economic Impact of Micromobility on the Local Economy*. Emory University (March 10, 2021).

Shared Micromobility Job Estimates

Employment statistics were calculated from responses to the Agency and Operator Surveys. However, the sample was limited in size and coverage. Industry employment was estimated from the aggregate number of vehicles and applying average employment rates observed in the sample.

Page 8 – Who Uses Shared Micromobility

These statistics were calculated based on a comparison of the demographics of shared micromobility users (as reported by a selection of cities conducting their own user surveys) and the equivalent demographic data for those cities from the 2019 American Community Survey (ACS). User survey data from 2016 to 2020 collected in the following cities was used in this analysis: Honolulu, Ithaca, Philadelphia, Salt Lake City, San Antonio, Seattle, Vancouver BC, and Washington D.C. (bikeshare) and Alexandria, Arlington, Chicago, Denver, Oakland, Ottawa, Portland, OR, San Antonio, San Francisco, and Tucson (e-scooters). Not all cities reported in all categories. Over-/under-representation for each demographic (by vehicle type) is an average of the over-/under-representation for each city. People under 18 years old were omitted from the analysis, as were nonbinary and other genders not counted in the Census since data was unavailable.

Page 9 – Transportation Equity

The distribution and median number of equity programs were calculated from responses to the Agency and Operator Surveys. Equity program categories are adapted from *Evaluating Efforts to Improve the Equity of Bikeshare Systems* (McNeil, MacArthur, Dill, and Broach, 2019).

Annual costs were calculated as averages based on publicly available data for the full and discounted prices of annual, monthly, or weekly passes or subscription costs for shared micromobility systems in the following cities: Atlanta, Austin, Boston, Chicago, Cincinnati, Cleveland, Detroit, Fort Worth, Honolulu, Indianapolis, Los Angeles, Milwaukee, Minneapolis, New York City, Philadelphia, Portland, San Francisco, Toledo, Vancouver, BC, various Bird systems, and Washington D.C.

All other statistics were calculated from responses to the Agency and Operator Surveys.

Page 11 – Comparison of Trip Trends

Trip data was obtained from responses to the Agency and Operator Surveys and supplemented by online data. Some data for smaller systems was unavailable and supplemented by online data.

Reported overall utilization rates were calculated from aggregate industry-level data. Duration and distance statistics were calculated from trip-weighted Operator Survey responses. It is noted that docked bikeshare and bikeshare not fitted with GPS uses only point-to-point data and may result in data showing shorter trip lengths.

Page 12 – Comparison of Vehicle Trends

Vehicle data was obtained from responses to the Agency and Operator Surveys and supplemented by online data. However, some vehicle data for smaller systems was unavailable. Missing data was estimated based on that system's number of trips and the calculated utilization rate and average number of service days for the technology type as estimated from the Agency Survey responses. Systems reported as smart bike systems were classified into either docked or dockless systems based on their technology type and operating characteristics.

The e-bike and pedal bike system statistics were calculated from NABSA's shared micromobility system database and utilization comparisons were calculated from system average utilization rates.

Page 13 – System Statistics by City Size

The number of systems was derived from NABSA's shared micromobility system database. All other statistics were calculated as averages of system data collected from the Agency and Operator Surveys; city population and size were drawn from the 2018 American Community Survey 5-Year Estimates and from the U.S. Census Bureau, respectively.

Page 14 – Operating Characteristics

Ownership model statistics were calculated from responses to the Operator and Agency Surveys. The reported number of systems per operator is based on completed Operator Surveys. Operating cost and revenue percentages were calculated from responses to the Operator and Agency Surveys.

Page 15 – Shared Micromobility as Public Transportation

Usage and connection to transit statistics were calculated from responses to the Operator and Agency Surveys.

Proximity to transit statistics were obtained from the U.S. Department of Transportation's Bureau of Statistics. Reported agency data requirements were calculated from Agency Survey responses.

Bikeshare farebox recovery was calculated as an average of data from the Agency and Operator Surveys, and transit farebox recovery data was obtained from the Federal Transit Administration's National Transit Database for the same set of cities that responded to the farebox recovery Survey question.

Monthly user cost was calculated as an average of publicly available data on the cost of monthly passes for shared micromobility and transit systems in the following cities: Atlanta, Austin, Boston, Chicago, Cincinnati, Cleveland, Detroit, Fort Worth, Honolulu, Indianapolis, Los Angeles, Milwaukee, Minneapolis, New York City, Philadelphia, Portland, OR, San Francisco, Toledo, and Washington D.C. These cities were chosen as a sample of different geographies and system types. New York, Philadelphia, Portland, Vancouver (bikes); Baton Rouge and Fort Collins (e-bikes); and Portland, San Francisco, and Baton Rouge (e-scooters). These cities were chosen as a sample of different geographies and system types.

Page 16 – How NABSA Supports the Industry

These statistics were drawn from data recorded by NABSA.

Acknowledgments

The North American Bikeshare and Scootershare Association (NABSA) connects the biggest minds in shared micromobility to support, promote, and enhance shared alternatives to traditional transportation across North America. NABSA is the industry's membership organization with representation from system owners, operators, host cities, equipment manufacturers and technology providers.

North American Bikeshare and Scootershare Association (NABSA) (2021):
2nd Annual Shared Micromobility State of the Industry Report.
<https://doi.org/10.7922/G2XD0ZZZ>



Supported by: **ClimateWorks**



For more information, contact hello@nabsa.net

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Davis Shared Micromobility Draft Terms and Conditions

Below are the draft terms and conditions for a contract amendment between SACOG and Lime for bike share and scooter share in the City of Davis (City). These are draft terms and conditions are subject to approval by the SACOG Board of Directors and the City. This is a one-year pilot that will be terminable at any point if the City is unsatisfied with Lime’s performance or has concerns about the rollout of the program.

Goals:

1. Provide a path to launching a one-year pilot (with options to extend) for bike share and scooter share (“shared micromobility”) in the near term to test ridership levels and inform a longer-term shared micromobility system for the City.
2. Use the information gathered during this one-year pilot to inform the financials and service level agreements that create a sustainable shared micromobility system for the City.

1. Number of bikes and scooters

Lime will operate a fleet of 500 active bikes and 300 scooters in the City. The bikes and scooters will be the newest generation of Lime devices available.

2. Rider pricing

Lime will offer the following pricing options:

- Standard pricing of \$1 to unlock and 0.32 per minute
- Lime Access (low-income program): no annual fee, free 30-minute rides up to 5 times a day, .15/minute thereafter
- \$5.99 monthly unlock pass (the waves the \$1 unlock fee for each trip; riders would only pay the \$0.32 per minute for the rest of the month)
- \$9.99 daily pass (unlimited rides up to 90 minutes per ride) \$14.99 Unlock pass + 100 minutes (.14/min)
- \$49.99 Unlock pass + 400 minutes (.12/min)

3. Parking

- Lime will resolve any complaints about improperly parked devices within 90 minutes.
- Lime will use lock-to technology for all devices, geofencing for no parking/riding zones, and automatic parking detection features to encourage responsible behavior and good parking practices
- Lime will provide in-app notifications to riders reminding them where they need to park the devices.
- Lime will work with the City to incorporate any available bike rack data in app to help riders know where they should park.
- Lime will work with the City to identify areas to allow on-street parking (should the City want to authorize on-street parking) to encourage riders outside of the downtown area to park on-street where bike racks are not available.
- When a user improperly parks a device, Lime will first give a warning to the rider that the next offense will result in a fee. Lime will charge users a fee (amount to be agreed upon by the City and Lime) after the second time a rider has improperly parked a device.

- If the City issues a parking citation for an improperly parked devices, Lime will pass this fee along to the last rider.

4. Exclusivity

Lime will be the exclusive micromobility provider for the one-year pilot program, with an option for the City to extend or terminate the agreement.

5. Innovation

Lime will bring opportunities for piloting new device types, payment integration, trip planning and other innovative transportation solutions to SACOG and the City.

6. Safety & Outreach

Lime will offer at least one educational course per month to riders through online courses such as Cycling Savvy or in-person events (pending public health orders). Lime will provide in-app reminders to riders about how to safely ride and park devices. Lime will partner with local nonprofit, private, and public agencies to attend and host events where Lime will promote the low-income program (Lime Access).

Lime will work with the City to identify areas where it may be appropriate to implement low-speed zones and/or sidewalk detection technologies to mitigate pedestrian safety issues.

7. Cost

Lime will not charge the City or UC Davis any subsidies for this service.

8. Permit Fees & Deposits

Lime will deposit \$15,000 to cover City staff time, if necessary, managing violations and any costs incurred for the repair or maintenance of public property damaged by Lime or its users. City Staff will log time and damages and provide Lime with a statement of funding used by City. If the deposit funds are expended, Lime will pay another deposit to the City. Lime will not pay any ongoing trip or device fees (beyond an annual application fee of \$2,500), so long as all terms and service level agreements are met.

9. Surveys

Lime will work with the City to develop and send out a survey to users in the third quarter of the pilot to collect information about demographics of riders, trip purposes (commute, school, recreation, etc.) and feedback on the service.

10. Service Level Agreements – Equity Plan, Redistribution Plan, parking, rack maintenance

- Meet all service level agreements outlined in the existing Program Agreement between Lime and SACOG including but not limited to, inspecting bikes once every six weeks or 200 miles for maintenance issues, inspecting bicycle racks once every two weeks for maintenance, acknowledging receipt of customer service report within one hour and resolving complaints within 24 hours.
- Lime will implement a fleet of swappable-battery devices, thus vehicles that have not been moved may still be properly parked, fully operational, and ready for public use. Upon notice that any device has been in the same location for more than 48 hours, Lime will assess the device's functionality, availability for use, and parking position and report back to the City.

- Implement the regional Bike Share Equity Plan including free Lime Access pricing, redistribution of bikes to equity zones, and outreach/education activities to promote the Lime Access program and assist users with signing up for the program.
- Implement the Redistribution/Rebalancing Plan that focuses on rebalancing the bike fleet each morning and evening in zones where people are likely to use the devices for regular commute or errand trips.
- Lime will prominently display contact information on vehicles for general public and riders to reach Lime regarding any customer service issues.
- Lime will track the number of parking and general complaints on a monthly basis and report them SACOG and partners to aid in evaluation of the pilot

11. Data Sharing

Lime shall meet all data sharing requirements as outlined in the existing Bike Share Program Agreement between Lime and SACOG. These requirements include providing micromobility device location and usage information which shall at a minimum include, number of devices, total number of trips, trip duration, trip distance, trip start (by block segment), trip end (by block segment), number of trips per block segment, and device type (“ Usage Data”) to SACOG, its member jurisdictions, and/or a third party data processing vendor identified by SACOG (a “Data Vendor”) via an Application Programming Interface (API) that meets the Specification of the Open Mobility Foundation Mobility Data Specification (MDS) as published online at <https://github.com/openmobilityfoundation/mobility-data-specification> (“MDS Data”).

12. Term of agreement

This will be a one-year pilot to test ridership demand and Lime’s ability to address community concerns around parking and safety. After one year, if all parties agree, the time of performance could be extended. The City retains the right to terminate this agreement at any time for any reason.

SHARED MICROMOBILITY SERVICES

(CalUSource 002970-NOV2022)

RFP Questionnaire Draft

Supplier Qualification & Background (10%)

1. Please provide a brief overview of your company including founding, current markets served, ownership profile and latest prospectus.
2. Please provide your Dun & Bradstreet number.
3. Where you are currently operating and permitted by both a City and University to provide service. Can you provide examples of how you provide service to both a City and University with different requirements and regulations regarding parking and device speeds?
4. Have you been told to leave a market by a City or University where you did not have a formal contract or permit in the past 18 months?
 - a. If Yes – please explain

Sustainability (15%)

5. Does your organization have a published sustainability policy?
 - a. If Yes – please provide
6. Does your organization hold any 3rd party sustainability certification, ratings, etc.? (I.e. Ecovadis, ISO, etc.)
 - a. If Yes – please provide
7. What practices are in place to reduce Greenhouse gas emissions related to charging and redeployment of devices?
8. What happens to your fleet (bikes, scooters, etc.) at end-of-service for a unit?
9. How does your organization monitor worker and human rights within your supply chain?
10. How does your organization support the communities where you are active?
11. What percentage of your employees are W2 vs 1099 contract employees?

Quality of the Solution/Fleet (35%)

12. What is your suggested fleet size upon launch?
13. How would your team support Go-Live from training, to promotion, to advanced user support?
14. Please describe typical Geofencing functionality within your fleet including speed governance, parking enforcement and boundary limitations. How accurate is your geofencing with regards to sidewalks, device parking areas, and ADA ramps? What can we expect from your organization in the future with regards to innovations in technology?
15. Please describe your deployment/redeployment approach and how you'd maintain inventory for peak usage. The City and University want to integrate shared mobility into our transit stops and provide devices during peak periods, how would you accommodate this demand and need across the City and University each day?
16. How do you gauge expansion and how rapidly can you deploy or reduce inventory to Davis? How nimble is your organization to remove or add devices for events (graduations and rallies)?
17. Where is your base of operations for storing and maintaining devices supporting Davis shared micromobility? What is the distance from your operation to Davis?
18. What is your standard cleaning, maintenance and charging protocol?
19. Do you provide devices currently for people with limited mobility? If your company does not currently provide these devices, The City of Davis and UC Davis encourage operators to partner with another shared mobility operator to provide devices to serve a wider range of individuals. For example, providing shared tricycles, seated scooters, and other adaptive devices.

20. How do you intend to serve users who are less than 18-years of age? The City of Davis would like to provide shared bicycles to community members 16 and up, which could include non-electric devices as part of the device mix. What are the weight requirements for your devices?
21. How would you integrate 'lock to' technology to existing Davis rack/parking infrastructure? Would you allow for your devices to park on the street like motorcycles in residential neighborhoods, where device parking is limited or far from front doors?
22. Do you have a proposed proprietary rack system? Are you proposing to install any signs or infrastructure? If so, would you need access to electricity?
23. How does someone contact your organizations to complain? How will you help reduce/ eliminate the calls and emails that City and UC Davis staff receive about device issues? What is your standard response time to complaints from users? From Non-Users? What is your response time for complaints about devices blocking ADA ramps? What protocols do you have in place to reduce these complaints? Will you have operations staff in Davis 24/7?
24. Who would be our regional market manager responsible for any complaints, non-compliance issues, and overall contract delivery?
25. In the event that there is a cost incurred by the municipality or institution where you operate, how do you compensate the end-user for those costs? If you do pass through fines from the city and university, do you fine the user for their first offense?
26. Do you provide MDS and GBFS data in real-time data through a shared micromobility data portal? Please provide data samples typically provided for Local Agency Access. How do you ensure that your data is accurate?
27. Please describe your products safety systems, including: lighting, braking systems, reflective surfaces, etc. The City of Davis encourages operators to have devices where lights are for being seen and seeing in front of and to the sides of the device. Devices with lights where lumens are over 400 and not obstructed when carrying items on the device are recommended.

Value Added Services and Offerings (15%)

28. How would you support safety training and promote safety in the Davis community?
29. What is your hiring plan if you were to be the successful bidder? How would you engage locally to fulfill hiring needs? Would you establish paid internships to support the partnership? Please describe your desire to hire locally and within the UC Davis campus community.
30. What promotional and marketing-based opportunities are you planning on campus and in the City? How do you plan to incorporate the Davis and UC Davis brand into marketing efforts? Will there be a key contact for marketing activation?
31. Do you have a pricing plan or program for low-income community members? What is the price, requirements, and how do members sign-up?
32. Parties are interested in revenue sharing model to promote the goals of the partnership – what are some areas you're interested in funding? (check boxes – scholarships, research, ride credits and reduced costs for users, etc.)
 - a. Please provide any support that your company can provide in the realm of scholarships for students and provide details on the importance of these scholarships to UCD students
 - b. Please outline your areas of research interest
 - c. What are the proposed benefits of this partnership specifically for the Davis community, UC Davis students, faculty and staff? How will ride credits be structured to support these groups?
33. Please provide 1-2 examples of official preferred sponsorships/partnerships. How do you measure return on investment?

Financial Offer Worksheet (25%)

1. Standard Rate by Device
2. Student Rate
3. Monthly Subscription
4. Visitor Pass
5. Corporate Rate (cost for businesses and organizations to offer free rides to employees)
6. Partnership Investment
 - a. Deposit fee for City and University Staff to charge to when working on operator issues or complaints.
The vendor will refresh funds as needed.
 - b. Scholarships
 - c. Research (Institute of Transportation Studies)- survey members once a year
 - d. Ride Credits and reduced costs for all users
 - e. Promotional/Activation
 - f. Student Internships and Employment Opportunities
7. Revenue Share
 - a. Standard rebate
 - b. Advertising & alternative revenue opportunities

Request for Proposal

Shared Micromobility Services

**University of California, Davis
&
City of Davis**

(CalUSource Event Number: 002970-NOV2022)

Date Issued: December 12th, 2022 @ 10AM

Responses Due: January 20th, 2023 @ 3PM PST

It is the Supplier's responsibility to read the entire document, any addenda, and to comply with all requirements listed within CalUSource Event Number 002970-NOV2022. Any addenda to this Request for Proposal will be directed to all participating Suppliers. It is the Supplier's responsibility to watch their email for any addenda, notices, or changes to the RFP or process.

Issued by:

University of California, Davis
C.J. Caudle – Strategic Sourcing
Supply Chain Management
260 Cousteau Place, Suite 150 Davis, CA 95616

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I. Purpose of the RFP

The University of California, Davis (University), in conjunction with municipal partner City of Davis (City), seeks to establish regional shared micromobility services for residents, students, staff, faculty and visitors in our community.

Through a shared governance structure the University and City will work with the awarded supplier to establish, manage and expand micromobility services consisting of bike, scooter and similar shared options to meet existing and emerging transportation needs.

The anticipated outcome of this RFP is to award an exclusive contract to a singular partner. Partner will receive the requisite operating permit(s) via the City, work with the parties to promote safe platform utilization and support research, planning and career opportunities.

II. Background

City of Davis

Known as an environmentally aware and socially innovative city, Davis boasts more than 50 miles of bicycle paths and more bicycles per capita than any other city in the nation. The Davis community combines the right blend of safe neighborhoods, convenient retail and service establishments, and cultural amenities for a variety of tastes and plentiful recreational activities. There are 69 playground areas, 25 athletic fields and 399 acres of active park land maintained by the City.

Davis is noted for its desirable quality of life, its small-town atmosphere, and an emphasis on parks and open spaces. Davis' parks contain picnic facilities, ball fields, and swimming pools. The Davis Farmers Market is held year-round on Wednesdays and Saturdays in Central Park. It is a unique shopping experience. In addition to fresh fruits and vegetables sold by local farmers, often organic, attendees can find gourmet foods, live entertainment, specialty products, and arts and crafts. Davis is also known for its innovation in all aspects of community life as a leader in fostering and implementing non-traditional approaches to traditional problems.

University of California, Davis

Since opening in 1908, UC Davis has become the most academically comprehensive and sustainable university on the West Coast. UC Davis is one of the top public research universities in the United States and UC Davis Health is one of the top academic health centers in the nation.

UC Davis is a powerful economic engine for California generating \$8.1 billion in statewide economic activity while supporting 75,000 jobs annually. In addition to direct spending, UC Davis generates an estimated \$3.1 billion and 23,000 jobs through a ripple effect. UC Davis is the second-largest individual employer in the Sacramento region, behind only the state of California.

III. Minimum Requirements

1. Supplier must demonstrate the operational and financial capability to support a micromobility network.
2. Supplier must adhere to all requirements outlined within the Statement-of-Work. Supplier will note any areas of nonacceptance within their proposal.

3. Bidder must demonstrate a record of providing similar products and services to a similar sized market/institution for at least 5 years.
4. No late proposals will be accepted. Any proposal received after the specified deadline for submission shall result in automatic disqualification.
5. Collusion among bidders is not allowed. If there is proof of collusion among bidders, all proposals involved in the collusive action will be rejected.
6. Bidders must have the ability to obtain the necessary insurance, as required under the University and City Terms & Conditions
7. Bidders must operate within the guidelines of all Federal, State and Municipal laws, statutes, and codes, including but not limited to equal opportunity laws.

IV. Terms, Timeline, and Point of Contact

The initial term of any contract awarded pursuant to this RFP will be for a period of three (3) years, with an effective contract start date on or around April 1st, 2023. Upon mutually agreed upon terms and pricing, parties may extend or renew the contract up to three (3) additional 1-year periods.

In addition to this document, the following exhibits posted under Guidelines & Attachments in CalUSource contain the requirements, terms and conditions for this RFP.

Guidelines

- [UC Term and Conditions 12.14.21](#)
- [UC Required Supplier Information](#)
- [Supplier Bidding Guide for CalUSource](#)
- [UC Sustainable Practices Policy](#)

Attachments

- Exhibit A – University Operational Boundaries
- Exhibit B – City of Davis Operational Boundaries

Schedule of Events

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule. A Supplier may be disqualified for failing to adhere to the dates and times for performance specified below (all times Pacific Time). The schedule is subject to change(s), which will be posted on the CalUSource Website.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Issued to Supplier Base	December 12 th , 2022	10:00AM
Pre-Bid Conference (In-Person Presentation & Bid Walk)	January 10 th , 2023	10:00AM
Discussion Board Closed for Q&A	January 13 th , 2023	5:00pm
RFP Closes – All Supplier Responses Due	January 20th, 2023	3:00pm
University Evaluation Period Concludes	February 3 rd , 2023	4:00pm
Contract Executed & Services Implemented	April 2023	N/A

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the Supplier's responsibility to read the entire document and any addendums, and to comply with all requirements listed herein.

Single Point of Contact

All questions and requests for clarification concerning this RFP should be entered into the CalUSource Discussion Board by the questions deadline indicated in the Schedule of Events.

The University RFP Administrator is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only office authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP.

The University RFP Administrator is:

C.J. Caudle – Strategic Sourcing
Supply Chain Management
cjcaudle@ucdavis.edu
530.752.0811

V. Evaluation Criteria

Evaluation and Award: Best Value Methodology

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each Proposal's Price Score will be added to that Proposal's Quality Point Score to get that Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Supplier submitting the Best Value Proposal is responsible. The apparent RFP winner(s) will be the responsible Supplier submitting the Best Value Proposal.

Proposals will be evaluated on the following criteria:

Supplier Qualifications & Background	10%
Sustainability	15%
Quality of Solution	35%
Value Add Services & Offerings	15%
Financial Proposal	25%

Right to Cancel/Modify

The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted.

Right to Make No Award

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

Contract Form

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the Supplier's Proposal as accepted by the University.

VI. Additional Terms

Insurance

Supplier shall furnish Certificate of Insurance in accordance with Article 9 of the University of California Terms & Conditions of Purchase

If selected for award, the awardee shall deliver the PDF version of the Certificate of Insurance to UC's, or participating agency, buyer by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – [Supplier name].

VII. Statement of Work

The City and University are seeking to establish, manage and expand shared micromobility services that support the community. The following Statement-of-Work and associated documentation intend to lay the groundwork for how and where micromobility will operate in Davis.

Supplier should demonstrate a capability and commitment to geolocation and geofencing to structure access, speed and rider safety.

Minimum requirements are as follows:

A. Fleet

- i. **Device Standards**: Provide a shared micromobility fleet with state of the art, reliable and easy-to-use technology, comfort, safety features, accessibility, and wide user weight range. A tested and approved torque curve to best manage acceleration on a densely populated, multi-modal campus.
- ii. **Device Ratio**: Minimum Bicycle-to-Scooter ratio of 2.5:1
- iii. **Proprietary Equipment**: Proprietary peripheral equipment (parking racks, docking stations, chargers, etc.) is strongly discouraged. However, designated parking areas and/or racks using City/University standard racks will be considered on a case-by-case basis at high-demand locations. Vendors should demonstrate preparedness to work with City/Campus standards and/or approval processes (which may not be expeditable). Vendor responsible for removing if agreement not extended or withdraws from service area.
- iv. **Functionality**: The inclusion of devices that accommodate bags and backpacks (required for bicycles)
- v. **Expansion**: Fleet size may increase or decrease based upon a Demand based cap model: Vendor(s) may introduce an additional 20% of fleet if 2 rides per vehicle per day (r/v/d) on average is achieved in the previous 2 weeks of operations. If < 1 r/v/d on average occurs within the previous 4 weeks of

operation remove 10% of fleet. (Launch phase, and off-peak/UC Davis breaks excepted). Expansion privileges subject to "Good Partner" status based on ratio of number of complaints and number of devices available. Complaint ratio 10% or less- Good standing and allowed to have more scooters and bikes in fleet. Complaint type, vendor response time, et.

- vi. **Inspection/Maintenance:** Demonstrate inspection, maintenance, and cleaning program
- vii. **Launch:** Supplier will work with University and City to achieve a phased rollout with initial launch slated for Spring 2023 with a full operational launch occurring in late summer 2023.

B. Operational Requirements

- i. **Speed Management:** Max speed limit on campus and core Davis for devices is 15 mph. Outside of core area, bicycles can travel up to 20 mph. (2): Ability to develop geofenced “Dismount Zones” and “Slow Zones” for all devices at specific areas both on and off-street with a speed limit of 8-10mph in “Slow Zones” for both bikes and e-scooters.
- ii. **Boundary:** Vendor shall propose service/operational boundaries in their proposal.
- iii. **High Demand Areas:** Provide micromobility devices in high demand areas within Davis and UC Davis with an emphasis on first mile / last mile connectivity and integration with other sustainable transportation modes. Provide strategy for offering coverage throughout the city and/or within operational boundaries. City: Davis Train Station, Unitrans and Yolo Bus stops. UC Davis: Student housing , Silo, MU, etc.)
- iv. **Parking Compliance Program:** Vendors shall include in proposal, a strategy for verifying and reporting user parking compliance. This could include but is not limited to end of trip photos, incentives/rewards for good parking behaviors, periodic reporting to local agency partners of overall parking compliance program, device displays with graphic or video about parking options on device startup and trip end.
- v. **Parking Citations:** Must be passed through to user.
- vi. **Locking:** Lock-to capability for both scooters and bikes.
- vii. **Shared Parking Infrastructure:** (1) Assume all bike parking is shared and not exclusive to operators. Exclusive parking areas may be appropriate at high demand areas (e.g. mobility hubs). Details to be negotiated. (2) At least 25% of a bicycle rack or bicycle parking area must be available to non-share devices at all times. Vendor to explain compliance in proposal.
- viii. **Local Agency Access:** Provide comprehensive data to City and UC Davis in real-time and through regular reports. Vendor(s) must provide data on a monthly basis including the total number of rides the previous month, the total number of vehicles in service for the previous month, the average number of rides per vehicle per day, anonymized aggregated data taken by the permit holder's vehicles in the form of heat maps showing routes, trends, origins, and destinations, anonymized trip data taken by the permit holder's vehicles that includes the origin and destination, trip duration, distance and date and time of trip, and shall provide such other reports at the city's request. Vendor(s) must be equipped to share data through General Bike Share Feed (GBFS) specification Application Program Interface (API) and Mobility Data Specification (MDS) API. Real-time access to end trip photo. Vendor shall develop or provide access to a dashboard or portal where data can be easily accessed. Additional negotiations may be necessary.

- ix. **Complaint Response Time:** Vendors shall commit to a complaint response time of 90 minutes, maximum. Vendors are encouraged to commit to faster response times.
- x. **Non-User Complaints:** (1) Provide mechanism for non-user to report issue. (2) Vendors are strongly encouraged to provide on-device notification capability of incorrectly parked device. Mechanism should be inclusive of various ages and abilities (e.g. button, visible phone number on device, etc.)
- xi. **Dormancy:** No device shall stay in the same location for more than 24 hours.
- xii. **Abandonment:** City/UC Davis can possess abandoned bikes outside response window and send to auction.
- xiii. **Local Cost Reimbursement:** Vendor will reimburse costs incurred while impounding and storing devices that are improperly parked and which haven't been removed by vendor within previously agreed upon deadline.
- xiv. **Sustainability:** Utilize best practice solutions for recharging e-bikes and e-scooters, as well as rebalancing devices that yield the lowest, practical Greenhouse Gas footprint.
- xv. **Operations Hub:** Vendor to provide facility location in proposal.
- xvi. **Survey:** Require participation in and contributions to an annual community & micromobility member survey.

C. Partnership & Support

- i. **Promotional Events:** Vendor is required to attend/ host local events each year.
- ii. **Staff Safety Education:** Staff attending events and providing bike and scooter education must take the City/ UC Davis bike education training course.
- iii. **Safety:** Vendor is required to promote and give discounts/ incentives to users who take the City or UC Davis bike education class.
- iv. **Test Rides:** Vendor will provide test rides of bikes and scooters at event and discuss the rules of the road.
- v. **Workforce:** Vendor will work with local employer agencies to hire, train, and employ local residents (e.g. students, disadvantaged, local employment skills development).
- vi. **Access:** Vendor will develop and implement marketing plan/strategy to increase accessibility and use of devices by underserved communities including people with disabilities, older adults, and traditionally underserved populations (BIPOC, Linguistically Diverse, LGBTQIA+, unhoused). Provide access to shared micromobility for people of all income levels though appropriate pricing programs, placement, and options for utilizing the system without a phone and without a credit card.
- vii. **Membership:** Provide complimentary membership and/or discounts to City and UC Davis employees for work-related trips.
- viii. **Operational Funding Model:** Supplier will provide on-going funding to offset cost of University & City in administering program including, but not limited to, parking enforcement, impoundment, recovery, etc.

- ix. **Revenue share plan:** City and University believe a successful micromobility system should share revenue to help fund alternative transportation and supporting infrastructure. Vendor shall submit a revenue-sharing plan based on performance metrics and phasing/expansion.

VIII. Supplier Response Checklist

- ✓ Review & Accept all Terms & Conditions. Supplier shall attach any redlines or objections to their proposal.
- ✓ Respond back to all questionnaires (Background, Sustainability, Fleet, Value Add)
- ✓ Complete the Financial Offer Worksheet

RESOLUTION NO. 23-XXX, SERIES 2023

**RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE
AND EXECUTE A SERVICES AGREEMENT BETWEEN THE CITY OF DAVIS,
THE UNIVERSITY OF CALIFORNIA, DAVIS, AND SPIN MICROMOBILITY,
FOR SHARED MICROMOBILITY SERVICES**

WHEREAS, the City of Davis (the “City”) and the University of California, Davis (“UC Davis”) are partnering on a shared micromobility program to bring shared ebikes, electric scooters, and electric adaptive devices to the community; and

WHEREAS, in February 2020 JUMP ceased operations as the City and UC Davis bike share provider and understanding the important role micromobility plays in our community the City and UC Davis began developing a plan to find a new operator for our community; and

WHEREAS, in December 2022, the City and UC Davis launched a competitive request for proposals (RFP) process and five vendors responded; and

WHEREAS, each vendor was scored by the following evaluation areas: qualifications, sustainability, solutions, value added, and financial proposal. In addition, the vendors who received the highest scores during the RFP evaluation were invited to Davis to provide a presentation to City and UC Davis staff who inspected their devices and conducted test rides; and

WHEREAS, Spin Micromobility was selected to perform the services set forth in the Agreement to provide shared micromobility services; and

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Davis does hereby authorize the City Manager to negotiate, finalize, and execute the Service Agreement with Spin Micromobility and UC Davis for shared micromobility services; and

BE IT FURTHER RESOLVED that the final business terms of the Service Agreement shall be in substantial conformance with the terms included in Spin’s proposal, the draft Service Agreement, and discussed in the staff report associated with this item.

PASSED AND ADOPTED by the City Council of the City of Davis on this 18th day of July, 2023 by the following vote:

AYES:

NOES:

Will Arnold
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

RESOLUTION NO. 23-XXX, SERIES 2023

**RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE
AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DAVIS AND UNIVERSITY OF CALIFORNIA, DAVIS,
TO PROVIDE SHARED MICROMOBILITY SERVICES**

WHEREAS, the City of Davis (the "City") and the University of California, Davis ("UC Davis") are partnering on a shared micromobility program to bring shared ebikes, electric scooters, and electric adaptive devices to the community; and

WHEREAS, in February 2020 JUMP ceased operations as the City and UC Davis bike share provider and understanding the important role micromobility plays in our community the City and UC Davis began developing a plan to find a new operator for our community; and

WHEREAS, in December 2022, the City and UC Davis launched a competitive request for proposals (RFP) process and five vendors responded; and

WHEREAS, the City and UC Davis intend to enter into a Service Agreement, attached hereto as Exhibit A and is incorporated herein by reference) for shared micromobility services with Spin Micromobility (the "Operator") and the Operator proposes to provide shared micromobility services in the Davis community for an initial term spanning July 18, 2023 to June 30, 2026; and

WHEREAS, pursuant to the Shared Micromobility Agreement, the Operator will provide shared micromobility devices in the City and UC Davis; and

WHEREAS, the City and UC Davis agree and acknowledge that the services provided by the Operator benefit the community by encouraging people to bicycle and scoot to school, shopping, and work instead of driving motor vehicles; and

WHEREAS, the City and UC Davis desire to negotiate and execute a Memorandum of Understanding that will establish the fiscal responsibilities, rights, terms, and roles of each Party; and

WHEREAS, the City and UC Davis both benefit from the shared micromobility services provided by the Operator.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby authorize the City Manager to negotiate, finalize, and execute a Memorandum of Understanding with University of California, Davis subject to approval by the City Attorney; and

BE IT FURTHER RESOLVED that the final business terms of the Memorandum of Understanding shall be in substantial conformance with the terms included in the draft MOU and discussed in the staff report associated with this Resolution.

PASSED AND ADOPTED by the City Council of the City of Davis on this 18th day of July, 2023 by the following vote:

AYES:

NOES:

Will Arnold
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk



The Agreement to furnish and provide shared micromobility services (including, but not limited to electric bikes, scooters, accessible devices and related operational support) described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“University”) on behalf of the University of California, Davis, The City of Davis (“City”) and the SPIN Micromobility (“Operator”). This Agreement is pursuant to competitive solicitation CalUSource Event #002970-NOV2022 ‘Shared Micromobility Services with UCD & City of Davis’ and is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

University and City agree to allow Operator to provide shared micromobility services as prescribed in Attachment A – Statement of Work. Operator agrees to abide by all conditions and restrictions set forth herein. The Agreement will be governed by all documents referenced in the Incorporated Documents section herein, at the rates set forth herein.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from August 1st, 2023 through July 31st, 2026 (Initial Term) and is subject to earlier termination as provided below. The Agreement may be renewed for three (3) successive 1-year periods (each, a Renewal Term), by providing Operator with at least 90 calendar days’ written notice before the end of the Initial Term or any Renewal Term.

b) University and City retain the right to exit the agreement for convenience by providing Operator 90 calendar days’ notice, however, such right shall not be effective for the first 12 month period of the Term.

Each jurisdiction retains the right to exit the Agreement without impact to the other’s continued participation in the Agreement.

c) Upon termination, all rights and/or permissions granted hereunder by the University and City shall be immediately revoked.

d) At the time of termination and/or expiration of the Agreement, Operator will remove all devices from University and City jurisdictional boundaries within 1-week.

3. Costs, Ridership Fees and Revenue

a) No Cost to the University or City. There will be no costs or fees to the University or City under this Agreement. Operator is solely responsible for all costs and fees associated with providing shared micromobility services, including, but not limited to, all capital, operational costs, costs of devices, maintenance, rebalancing, marketing and rider safety training. Ridership fees are the responsibility of the users who register with, and utilize, Operator’s services.

b) Ridership Fees. Operator will provide services at the pricing outlined in *Section 9. Pricing & Subscription Plans of Attachment A – Statement of Work*.

c) Refunds. In the event of the Agreement terminating or expiring, or Operators services cease for any reason, any prepaid fees, memberships, subscriptions, etc. will be refunded to Users on a pro rata basis.

d) Revenue. Operator will provide funding and revenue back to the University and City consistent with the commitments laid out in *Appendix A – Partnership Support Schedule* in accordance with Section 11. Operating & Partnership Funding of *Attachment A – Statement of Work*.



4. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To University, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Radhika Prabhu
Phone	530.754.6805
Email	rprabhu@ucdavis.edu
Address	1441 Research Park Drive
	Davis, CA 95618

To University, regarding contract issues not addressed above:

Name	C.J. Caudle
Phone	530.752.0811
Email	cjcaudle@ucdavis.edu
Address	1441 Research Park Dr. Suite 170
	Davis, CA 95618

To City, regarding contract issues not addressed above:

Name	Ryan Chapman
Phone	530.747.5846
Email	rchapman@cityofdavis.org
Address	1717 Fifth Street
	Davis, CA 95616

To Supplier:

Name	John Lankford
Phone	773.240.7956
Email	John.lankford@spin.pm
Address	450 Mission St. Suite 400
	San Francisco, CA 94105

5. Intellectual Property, Copyright and Patents

/X/ The Goods and/or Services do not involve Work Made for Hire

6. Patient Protection and Affordable Care Act (PPACA)

/X/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

7. Prevailing Wages



/X/ Supplier is not required to pay prevailing wages when providing the Services.

8. Fair Wage/Fair Work

/___/ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

9. Insurance

In addition to the University’s standard insurance requirements detailed in Article 9 of the University Terms & Conditions of Purchase, Operator, at its sole cost and expense, will insure its activities in relation to this Agreement and obtain, keep in force, and maintain the following insurance with minimum limits set below.

- a. General Liability \$2,000,000 per occurrence, \$5,000,000 aggregate
- b. Automobile Liability Insurance \$2,000,000 combined single limit
- c. Coverage compliant with California Assembly Bill 371

The University and City will be listed as additionally insured and certificates of insurance shall be emailed annually to the contact listed in Section 4. Failure to provide necessary insurance documentation will result in immediate suspension of Operator’s services.

10. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

11. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 12/14/2021 are hereby amended as follows:

Article 8 – Indemnity & Liability

To the fullest extent permitted by law, Operator will defend, indemnify, and hold harmless University and City, its officers, employees, and agents, from and against all third party losses, expenses (including without limitation, reasonable attorneys’ fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Operator, its officers, employers, agents, sub-suppliers, or anyone directly or indirectly employed by Operator, or any person or persons under Operator’s direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Operator, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Operator, or any person or persons under Operator’s direction and control. Operator shall be relieved of its indemnification obligation to the extent such losses, expenses, damages and/or liabilities are solely attributable to University’s or City negligence or willful misconduct. University and City agree to provide Operator with prompt notice of any such claim or action and to permit Operator to defend any claim or action, and that parties will cooperate fully in such defense. University & City retain the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not be unreasonably withheld.



12. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. SPIN Service Agreement #A73662
- b. Attachment A – Statement of Work
- c. UC Terms and Conditions of Purchase Rev. 12/14/2021
- d. UC Appendix – Data Security
- e. Exhibit A – City of Davis Jurisdictional Boundaries
- f. Exhibit B – University of California, Davis Jurisdictional Boundaries
- g. Appendix A – Partnership Support Schedule
- h. Operator’s Response to CalUSource Event #002970-NOV2022

13. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

City of Davis

SPIN

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)



UNIVERSITY
OF
CALIFORNIA

Non-Purchase Agreement # A73662

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

(Signature)

(Printed Name, Title)

(Date)



ATTACHMENT A TO PURCHASING AGREEMENT #A73662
STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Agreement #A73662 dated June 30th, 2023 between UC and Supplier ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

Pursuant to CalUSource Event#002970-NOV2022 'Shared Micromobility Services with UCD & City of Davis' ("RFP") authored by the University of California ("University") and the City of Davis ("City") this SOW outlines the operational and financial responsibilities of SPIN ("Operator") and captures commitments made within Operators response to the RFP.

Operator will implement and operate shared micromobility fleet, consisting of bicycles and scooters ("Devices") under both University and City jurisdictions.

2. Term of SOW

This SOW will begin on July 1st, 2023 ("Effective Date") and continue through June 30th, 2026. This SOW will automatically renew with any extension to the agreement and may not be amended unless agreed to by all parties in writing.

3. UC Obligations

University shall provide a site license for Operator's campus activities to include access, parking infrastructure and bike paths. License will be live and active so long as the agreement is active and will be revoked upon Agreement expiration or University's withdraw from the Agreement.

4. City Obligations

City shall provide all necessary permits to Operator for activities conducted within City jurisdiction including access, parking infrastructure and bike paths. Permit will run in parallel to the Agreement and may be revoked upon Agreement expiration or City's withdraw from the Agreement.

5. Place(s) of Performance

University & City retain operational oversight of their respective jurisdictions. Operator will coordinate all reporting, geofencing and operational controls with the respective jurisdiction.

For sake of clarity, jurisdictional boundaries are defined in:

- Exhibit A – City of Davis Jurisdictional Boundaries
- Exhibit B – University of California, Davis Jurisdictional Boundaries

Operator must obtain owner permission to operate on private roads, HOA properties, and non-public spaces. Permission must be in writing and shareable with the University & City.



6. Key Personnel

Operator’s Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	John Lankford
Phone	773.240.7956
Email	John.lankford@spin.pm
Address	450 Mission St. Suite 400
	San Francisco, CA 94105

Operator’s Management Team is:

Name	Shayne Maupin – Operations Manager
Phone	
Email	Shane.maupin@spin.pm
Address	
Name	Derek Stehlin – Government Partnerships, West
Phone	978.270.8162
Email	Derek.stehlin@spin.pm
Address	

City’s Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Ryan Chapman – Assistant Director
Phone	530.747.5846
Email	rchapman@cityofdavis.org
Address	1717 Fifth Street
	Davis, CA 95616

University’s Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Ramon Zavala – Transportation Demand Manager
Phone	530.752.6453
Email	Rgzavala@ucdavis.edu
Address	



7. Reporting Requirements

Operator will provide comprehensive data to City and University in real-time and through regular reports. Operator must provide data on a monthly basis including the total number of rides the previous month, the total number of vehicles in service for the previous month, the average number of rides per vehicle per day, anonymized aggregated data taken by the Operator’s vehicles in the form of heat maps showing routes, trends, origins, and destinations, anonymized trip data taken by the Operator’s devices that includes the origin and destination, trip duration, distance and date and time of trip, and shall provide such other reports at the city's request.

Operator must share data through General Bike Share Feed (GBFS) specification Application Program Interface (API) and Mobility Data Specification (MDS) API. Real-time access to end trip photo. Vendor shall develop or provide access to a dashboard or portal where data can be easily accessed.

Operator agrees to provide other reports as reasonably requested by University and City during the Term of the Agreement and any extension(s) to the Term.

8. Service Level Agreement

High Demand Areas: Provide micromobility devices in high demand areas within City and University with an emphasis on first mile / last mile connectivity and integration with other sustainable transportation modes including, Davis Train Station, Unitrans, Yolo Bus stops, Student housing , Silo, MU, etc.)

Parking Compliance Program: Operator will enforce parking compliance through in-app confirmation of parking upon ride termination.

My Davis APP: Operator will integrate dispatch services into existing City of Davis App for quicker response times and easier access by City residents.

Parking Citations: Operator will forward parking citations to end-users on behalf of City & University.

Locking: Operator shall have lock-to capabilities on all devices deployed under this agreement.

Complaint Response Time: Operator commits to a complaint response time of 90 minutes, maximum.

Dormancy: No device shall stay in the same location for more than 24 hours.

Abandonment: City/UC Davis can possess abandoned devices outside response window and send to auction.

Local Cost Reimbursement: Vendor will reimburse costs incurred while impounding and storing devices that are improperly parked and which haven’t been removed by vendor within previously agreed upon deadline.

Survey: Require participation in and contributions to an annual community & micromobility member survey.

9. Pricing & Subscription Plans

Pricing is outlined in the table below. Operator’s rate shall be fixed for the initial 3-year term. Parties will negotiate any future increases upon extension of the Agreement.

<u>Pricing Option/Pass Type</u>	<u>Cost to End-User</u>	<u>Detail</u>
Standard Pricing	\$1 Unlock Fee + \$.32 cents/minute	Price to general public and non-subscription users.



Spin Access Pricing (low-income reduced rates)	\$.50 to unlock + \$.10 cents per minute.	For all students & low-income residents (200% of FPL).
University & Yolo Commute Pass	\$60 per quarter (\$20 per month)	No unlock fees & up to 500 minutes of trip time for the duration of the pass for eligible users.
Unlock Pass	\$3 per month (30 days) + \$.32/minute	No unlock fees for pass holders
Preferred Parking Zones	\$.50 credit applied to user's account for parking in preferred area	Further reduces cost per trip
Spin Access Zones	30% discount on all trips starting in the prioritized areas	\$65,000 per year in discounts to users.

10. Program Requirements

Device Standards: Provide a shared micromobility fleet with state of the art, reliable and easy-to-use technology, comfort, safety features, accessibility, and wide user weight range. A tested and approved torque curve to best manage acceleration on a densely populated, multi-modal campus.

Key Performance Indicators: University and City will track reported issues to determine Operators adherence to industry best practices and ability to meet 'Good Partner' status in an on-going basis. For sake of clarity – Operator will be benchmarked against the following criteria:

Minor Issues	Moderate Issues	Major Issues
Dirty Devices	Broken lighting	Data Breach
Flat Tires	Low Brake Power	Major Brake Failure
Broken Lenses	Bent or Loose Stems	Bald Tires
Missing slip pad or loose pieces	Bent Handlebars	Cracked Frames
Excessive Dents/Scratches	Unauthorized Devices	Locking Brakes
Loose Kickstand	Blocking wheelchair ramps, access zones or crosswalks	Loose Wheels
Tipped or Downed Vehicles	Missing or illegible QR Square or Identification number	Bent Wheels
Devices blocking right of way	Abandonment of Devices	Non-Functioning Accelerator
Devices with dead batteries	Missing Battery/Dead Device	Loose Brake Handles
Failure to respond to issues in 90 minutes	Parking violations	Exposed Wires/Circuitry
Missing safety & contact information		Loose/Broken Handlebars
Missing 'No Riding on Sidewalk' Decal		Failure to respond to safety complaint/violations

Device Ratio: Minimum Bicycle-to-Scooter ratio of 2:1. Device ratio may be reviewed quarterly with any changes agreed upon by all parties.

Safety Systems: Devices must include lighting, braking systems, reflective surfaces to allow users to see and be seen from all sides of the device. Device with lights where lumens are over 400 are recommended. Lighting must not be obstructed when carrying items on the device including bags, backpacks, etc.

Accessible Devices: Operator will develop and implement marketing plan/strategy to increase accessibility and use of devices by underserved communities including people with disabilities.

Provide access to shared micromobility for people of all income levels though appropriate pricing programs, placement, and options for utilizing the system without a phone and without a credit card.

Expansion: Fleet size may increase or decrease based upon a Demand based cap model: Operator may introduce an additional 20% of fleet if 2 rides per vehicle per day (r/v/d) on average is achieved in the previous 2 weeks of operations. If < 1 r/v/d on average occurs within the previous 4 weeks of operation remove 10% of fleet. (Launch phase, and off-peak/UC Davis breaks excepted).

Expansion privileges subject to "Good Partner" status based on ratio of number of complaints and number of devices available.



Complaint ratio 10% or less- Good standing and allowed to have more scooters and bikes in fleet. Complaint type, vendor response time, et.

Seasonality: Operator will work with University & City to schedule fleet expansion and contraction due to seasonal shifts in campus population including student move-in/move out, winter break, special events and summer break. Operator is expected to decrease fleet size in a timely manner to avoid excessive dormancy.

Inspection/Maintenance: Operator will maintain fleet on a routine and ongoing basis with devices free from material, safety and cosmetic defects.

Every device shall be inspected for safety at least once in a rolling 30-day window, with a recorded inspection history. Devices reported by the public as unusable are remotely disabled and marked for safety inspection.

All repairs are done by certified mechanics employed by Operator. Safety inspections are performed by the ground operations team, who are trained by certified mechanics.

Ground operations staff shall inspect all components of the devices, including, but not limited to, the following:

- Handlebars
- Front and rear brakes
- Brake levers
- Grips
- Pedals and cranks
- Chains (including oil level)
- Chain guard
- Light
- Reflectors
- Dynamo hub
- Tires
- Bell
- Gear hub
- Gear shifts
- Lock
- Solar panels
- Basket
- Seat and seat post
- Wheel - including spokes, hub, axle
- Fender

Tune ups may be performed on the spot by the ground operations team during safety inspections. Repairs are performed at the warehouse by certified mechanics. All devices are inspected against the above checklist, at a minimum, for:

- Safety and reliability operation
- Cleanliness
- Damage
- Secureness

University & City reserves the right to inspect any device at any time and, in its sole discretion, require Operator to service, repair and/or remove any such device from service.

Ground Operations: Operator’s ground operations staff shall help ensure the safety, accessibility, and responsible placement of devices. The ground operations staff shall perform two primary functions:

Roving

- Inspect and tune-up e-bicycles/e-scooters.
- Visually survey the streets and reposition obstructing e-bicycles and e-scooters.

Rebalancing

- Licensed drivers operating a truck or van.



- Retrieve devices that have been marked for repair.
- Visually survey the streets and remove obstructing devices.

At no time will the operator’s vehicle(s) obstruct traffic or remain idle on bicycle lanes, pathways, pedestrian right of ways or fire lanes. Operator must park in a legal manner within designated parking stalls or loading zones.

Campus Access: Operator will minimize driving on core campus during peak operating hours. Operator is responsible for obtaining, at its own cost, all necessary parking permits or paying for parking. For more information, visit <https://taps.ucdavis.edu/parking>

Deployment: Operator will rebalance and deploy devices to meet peak demand between the hours of 8:00AM and 6:00PM on weekdays without inclement weather.

Speed Management: Max speed limit for all devices is 15 mph.

Operator will work with City & University to develop geofenced “Dismount Zones” and “Slow Zones” for all devices at specific areas both on and off-street with a speed limit of 8-10mph in “Slow Zones” for both bikes and e-scooters.

Operator’s devices will be compliant with all applicable California statutes including CVC21235, CBC3132.5 and CVC21201. All bikes utilized through the course of the Agreement will be Class 1 Electric Bikes.

Boundary: Operator will limit device operations to the jurisdictional boundaries established in Exhibits A and B.

Non-User Complaints: Operator will provide mechanism for non-user to report issue. Operator will provide on-device notification capability of incorrectly parked device. Mechanism should be inclusive of various ages and abilities (e.g. button, visible phone number on device, etc.)

Operations Hub: Operator will establish a local hub to provide routine maintenance, charging, and device storage. It is preferred that the Operations Hub be located in the City to reduce vehicle miles driven and provide for more immediate response to City and University users.

Additionally, Operator shall notify the Authority Having Jurisdiction (AHJ) over fire prevention in the location of the Operations Hub and provide details of their charging operations. Operator must comply with Fire Prevention requirements of the AHJ.

Battery Transportation: Operator will transport all batteries in fire-safe containers when on a roadway. Vehicles must contain visible exterior marking of a reasonable size representing the business name (DBA) of the vendor.

11. Operating & Partnership Funding

Operator will provide revenue back to the University and City through partnership investments that support operational, safety, educational and research goals. Funding is due 30-days upon receipt of invoice.

Operator will provide a breakdown of funding on an annual basis and provide a check mailed to:

Cashier and Payment Solutions Office
University of California, Davis
Attention: Preferred Partnership Program (UP3)
PO Box 989062
West Sacramento, CA 95798-906

Funding schedules are outlined in Appendix A – Partnership Support Schedule.

Promotional Events: Operator will partner with University and City in planning outreach and activations that drive adoption and growth of the Micromobility program.

Staff Safety Education: Staff attending events and providing bike and scooter education must take the City/University bike education training course.

Safety: Vendor is required to promote and give discounts/ incentives to users who take the City or UC Davis bike education class.

Test Rides: Operator will provide test rides of bikes and scooters at events and discuss the rules of the road.

Ambassador Program: Operator will work with City and University officials to hire program Ambassadors to support promotions and operations of the program.

Operational Funding Model: Supplier will provide on-going funding to offset cost of University & City in administering program including, but not limited to, parking enforcement, impoundment, recovery, etc.

Revenue share plan: Operator agrees to share \$.20 per trip in revenue to advance sustainable transportation at the University and in the City. Amounts outlined in Appendix A are projections based upon user adoption.

Scholarships: Funding to offset tuition and cost-of-living expenses for students and graduate faculty at the University.



Research: Funding for specific studies, or areas of study, that promote understanding and impact of shared mobility platforms.

Ride Credits & Low Income Access: Supplier provided credits/discounts/promo codes available for low income riders and families.

12. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

13. No Mandatory Use

Nothing in this Statement of Work will be construed to prevent the University or City from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties' duly authorized representatives.

City of Davis

SPIN

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

(Signature)

(Printed Name, Title)

(Date)

JUNE 23rd, 2023

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the **University of California, Davis (University)** and **City of Davis (City)**. Pursuant to CalUSource Event #002970-NOV2022 the University and City, through their combined efforts, have identified a **Shared Micromobility Operator (Operator)** to provide shared bike & scooter services throughout Davis. University and City may each be referred to herein as a “Party” or together as the “Parties.”

The Parties seek to establish shared governance of the Operator’s services and define University and City duties, rights, and responsibilities to manage the **pending contract (Agreement)** with the Operator.

Intending to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Background

- a. University & City partnered on RFP to identify Operator with solicitation & evaluation completed April 2023.
- b. The Agreement is projected to begin on August 1st, 2023 with devices publicly available on or around August 14th, 2023. Agreement includes a three (3) year initial term, with three (3) optional 1-year extensions.
- c. University & City will be signatories to the Agreement and will be reasonably cooperate in managing all services required for implementation of the Agreement.

II. Term, Termination, Modification

- a. The term of this MOU will begin on the date last executed by the Parties below, and will continue for the duration of the Agreement, unless otherwise terminated as set forth herein. In the event either Party terminates their participation in the Agreement, this MOU will automatically terminate.
- b. Upon termination or expiration of this MOU, University will remit any final payments to City due hereunder that accrued prior to termination within ninety (90) days.
- c. This MOU may be modified at any time upon mutual written agreement, signed by an authorized representative of the Parties.

III. Rights

- a. University and City reserve the right to exit the Agreement without impact to the other Party’s participation in the Agreement. Should University or City seek to exit Agreement, in addition to any notice required under the Agreement, the exiting Party will provide 90-days notice to other Party.

- b. City reserves the right to issue Operating Permits within its jurisdiction.
- c. University reserves right to issue Operating Site License for operations falling under University jurisdiction.
- d. Parties maintain all operational controls, including, but not limited to speed controls, parking zones, lock-to requirements, etc. within their jurisdiction. For clarity, jurisdiction shall be defined as the boundaries captured in *Exhibit A – City of Davis Jurisdictional Boundaries & Exhibit B – University of California, Davis Jurisdictional Boundaries*.

IV. Responsibilities

- a. City will take all necessary steps to receive timely approval of Operator and the Agreement from City Council. University will provide all support required to receive approval.
- b. University will collect all revenue generated from the Agreement and distribute funds back to the City consistent with the cadence outlined in the Agreement. University will submit payment to the City within 30-days of receipt from Operator.
 - i. Annual Operational Support funds will be split equally between parties.
 - ii. Revenue Share funds will be split equally among parties. For informational purposes only, Operator projections, based upon \$.20/ride, estimate that there will be \$40,000 in annual revenue.
 - iii. University and City acknowledge Operator’s desire to support research & scholarship at University. The Parties acknowledge Operator desires to provide the following additional funds to University only in the amounts of:
 - i. \$120,000 over the initial term to support collaborative research on campus
 - ii. \$33,000 over the initial term to support scholarships
 The Parties acknowledge such amounts may differ in the final Agreement.
 - iv. Parties will work with Operator to establish annual calendar of all training, promotions and community events where funding is being requested.
 - v. Any future in-application advertising must first be approved by Parties, with any resulting revenue shared equally.
 - vi. Any future revenue generated through the implementation of Hubs/Operator-furnished parking infrastructure will belong to the Party with jurisdiction of the location.
- c. Documenting amendments and modifications associated with the Agreement will be the responsibility of the University. All amendments and modifications must be mutually agreed upon by the University and City.
- d. Either Party seeking to authorize any additional operator of micro-mobility services other than the Operator will provide the other 60-day notice prior to implementing any service agreements. In the event a Party authorizes the operation of any additional micro-mobility services outside of the Agreement, such Party’s entitlement to operating funds and revenue share under this MOU will be reduced by fifty percent (50%), for each new operator so authorized.
- e. Unless otherwise agreed in writing (including as may be set forth in the Agreement) each Party will bear their own costs and expenses in the implementation of this MOU and the Agreement.

V. Operations

- a. Parties will work with Operator to establish device allocation that maximizes utilization.
- b. Parties will ensure Operator is in full compliance of AB371.
- c. Parties will be responsible for responding to and rectifying complaints in their respective jurisdictions.

The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of the Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, students, or employees.

Waiver by either Party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this MOU. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance at a later time.

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

This MOU shall be administered and interpreted under California law as if written by both Parties. Any litigation arising from this MOU shall be brought in the Superior Court of Yolo County.

If either Party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing Party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

City of Davis

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)