

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.