

2023 Shared Electric Kick Scooter Program Pilot: Regulatory Framework

November 2022

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1.0 Framework for Shared Electric Kick Scooter Program

The City of Saskatoon (**The City**) is planning a two-year **Pilot** for the regulation of **Shared Electric Kick Scooters**, beginning in April of 2023, and ending in October of 2024. Two **Electric Kick Scooter** vendors will be chosen through a Request for Proposal procurement process for the duration of the **Pilot**. Permission to use **City** transportation infrastructure will be granted through an **Agreement**. **The City** will provide the framework for the **Shared Electric Kick Scooter** Program, the **Pilot** will be fully funded and operated by the **Agreement** holders.

Operation of **Shared Electric Kick Scooters** is permitted by the Province of Saskatchewan through *The Limited Speed Motor Vehicles Regulations* which enables a municipality to enact a bylaw governing operation within the boundaries of that municipality. A bylaw enacted in compliance with the *Regulations* is required before operation of **Shared Electric Kick Scooters** is permitted within municipal boundaries.

2.0 Components of Framework for Shared Electric Kick Scooter Program

This framework for the **Shared Electric Kick Scooter** Program is divided into the following components:

- Pilot;**
- Definitions;**
- Shared Electric Kick Scooter Application Process;**
- Shared Electric Kick Scooter Program Requirements;**
- Appendices:**
 - A. Potential Service Area**
 - B. Parking Reference Material**

The **Applicant** must review, understand, and agree to each of these components as they all relate to the operation of the **Shared Electric Kick Scooter** Program. The **Appendices** attached to the framework form part of this framework document and contain obligations of the **Agreement** holder.

3.0 Pilot

On November 21st, 2022, Council resolved to implement a two-year **Shared Electric Kick Scooter** Program **Pilot**, allowing up to 500 shared **Electric Kick Scooters**.

The operation period for the **Pilot** is planned from April 15, 2023 until October 31, 2024, with the **Electric Kick Scooters** being removed from November 1 to April 14 each year. Through working with relevant stakeholders, a **Pilot** Assessment Plan will be developed. The results of this assessment will help determine if the **Shared Electric Kick Scooter** Program will continue after the **Pilot**.

The City may at any time in its sole discretion, adjust any of the current requirements and conditions contained within this framework or add new requirements or conditions based on feedback from the citizens of Saskatoon, safety concerns, changing needs and priorities, and to accommodate advancements in technology.

4.0 Definitions

In the framework defined terms are bolded and capitalized and have the following meanings:

“Applicant” means a person or corporation that submits a Proposal during the Request for Proposal procurement process for the **Shared Electric Kick Scooter** Program.

“Agreement” means the **NAME OF AGREEMENT**.

“Application” means the Proposal submitted during the Request for Proposal procurement process for the **Shared Electric Kick Scooter** Program.

“Bylaw” means the bylaws passed by Council of the City of Saskatoon, as may be amended or repealed and replaced from time to time.

“Customer” means a person or corporation that rents an **Electric Kick Scooter** from an **Agreement** holder for any amount of time.

“Electric Kick Scooter” means an electric kick scooter as defined in *The Limited Speed Motor Vehicles Regulations*.

“Furniture Zone” means the area for all street furniture, street lights, recycling and waste receptacles, bicycle racks, and acts as a buffer between the street and the pedestrian sidewalk. (See Appendix B, Figure B-1)

“Geo-fencing” or **“Geo-fence”** means a virtual geographic boundary, defined by the Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables the **Agreement** holder to cause certain actions when an **Electric Kick Scooter** in its fleet enters or leaves an area, including regulating speed or issuing notifications.

“In-App” means the **Agreement** holders piece of software for a **Customers** phone that will have to be downloaded in order to connect to the **Agreement** holders **Shared Electric Kick Scooter** system.

“Indemnified Parties” means **The City** and **The City’s** elected officials, officers, agents, employees, and volunteers.

“Legislation” any status or proclamation or any delegated or subordinate legislation including regulations and bylaws, in force in the Province of Saskatchewan, as may be amended or repealed and replaced from time to time.

“Operating Season” means **Electric Kick Scooter** operations conducted from April 15 to October 31 of a calendar year, as may be amended from time to time.

“Maximum Fleet Size” means the total number of **Electric Kick Scooters** an **Agreement** holder is permitted to have in operation, excluding any **Electric Kick Scooters** out of operation for maintenance.

“Pilot” means the **Shared Electric Kick Scooter** Program operating from April 15, 2023 to October 31, 2024.

“Rebalancing” means the redistribution of **Electric Kick Scooters** to respond to **Customer** needs within the **Service Area** and to address locations that have too many or too few parked.

“Service Area” means the geographic area that an **Agreement** holder designates where they will allow a **Customer** to start or end a **Trip**.

“Shared Electric Kick Scooters” means a system of **Electric Kick Scooters**, placed in the public right-of-way in a defined **Service Area**, that are made available for **Customers** to rent in short time increments.

“The City” or **“City”** means the municipal corporation of the City of Saskatoon or the area contained within the City boundaries as the context required.

“Trip” means the action of a **Customer** renting an **Electric Kick Scooter** by unlocking (**“Trip start”**), travelling during that period (**“Trip time”**) and ending the rental in its final parking location (**“Trip end”**).

“Winter Season” means November 1 through to April 16, of each year the **Pilot** is permitted to operate.

5.0 Shared Electric Kick Scooter Application Process

5.1 General Information

Each **Applicant** interested in being permitted to operate in **The City** may submit an **Application** in accordance with the process and timing of our Request for Proposal procurement process.

The total **Maximum Fleet Size** is 500 **Electric Kick Scooters**. Initially, each **Agreement** holder will be offered a **Maximum Fleet Size** of 250 **Electric Kick Scooters**. If an **Agreement** holder chooses to have a lower value, the remaining **Electric Kick Scooters** will be offered to the other **Agreement** holder. The **Agreement** holder must deploy their minimum fleet size on the selected launch date or at a date and time approved by **The City**.

The City may, at any time, adjust the fleet size for any **Agreement** holder during the **Pilot**, at **The City’s** sole discretion.

5.2 General Application Requirements

The cost of re-application is \$500 per submission. Re-applications may be made to increase the size of an **Agreement** holders approved fleet by any amount up to the **Maximum Fleet Size**. The Re-Application Fee is due when submitting a request to increase the fleet size. The **Agreement** holder must be in good standing under the **Agreement** requirements in order to be eligible for a re-application for an increase in fleet size.

An **Applicant** must read, understand, and agree to all information and requirements contained within this framework.

An **Applicant** is not guaranteed to enter into an **Agreement**. **The City** intends to, through a Request for Proposal procurement process, enter into two **Agreements** for the duration of the **Pilot Operating Seasons**.

5.3 Fee Schedule

A summary table of the fees is provided below.

Fee Type	Fee Amount	Fee Information
Re-Application Fee	\$500 per re-application	<ul style="list-style-type: none">• Re-applications are for requests to increase fleet sizes.• Can only request increase to a total (both Agreement holders) Maximum Fleet Size of 500 Electric Kick Scooters.
Shared Electric Kick Scooter Program Fee	\$4,000 per season	<ul style="list-style-type: none">• Due before the Agreement is finalized.
Engagement & Communications Fee	\$18,000 per season	<ul style="list-style-type: none">• Due before the Agreement is finalized.
Security Deposit	\$10,000 per Agreement holder	<ul style="list-style-type: none">• Due before the Agreement is finalized.

There is no initial application fee. All **Agreement** holders will be charged a security deposit of \$10,000 per **Agreement** holder. **The City** will require a security deposit top-up to the maximum of \$10,000, if any **Agreement** holder drops below \$5,000 at any time during their **Agreement**. **Agreement** holder must provide the top-up to their security deposit within ten (10) business days notice from **The City**.

Costs incurred by **The City** for property repair or for removing and storing **Electric Kick Scooters** will be charged against this security deposit. This will also be used to recover costs if an **Agreement** holder fails to remove their **Electric Kick Scooters** from all public right-of-way, parks and **City** property when their **Agreement** expires or is terminated.

Costs to relocate **Electric Kick Scooters** will be charged based on **The City** crew's hourly rate plus 15% overhead.

Costs to impound an **Electric Kick Scooter** will be \$25 for the administrative fee and \$10 per day for daily storage fee.

Agreement holders who cease operations and choose not to continue in the **Pilot** may request in writing that any remaining security deposit be refunded.

If there are multiple **Agreement** holders in an **Operating Season**, the Shared Electric Kick Scooter Program Fee and Engagement & Communications Fee will be charge proportionately to reflect the **Agreement** holders **Maximum Fleet Size**.

Example Fee Calculation

Agreement holder A's **Application** for the **Shared Electric Kick Scooter** Program is awarded the project for a fleet size of 300 **Electric Kick Scooters**. **Agreement** fees would be as follows:

- Shared Electric Kick Scooter Program Fee of \$4,000
- Engagement & Communications Fee of \$18,000
- Security Deposit of \$10,000

Agreement holder A would be required to pay \$32,000 before the **Agreement** was finalized.

In the case of multiple **Agreement** holders, the Shared Electric Kick Scooter Program Fee and Engagement & Communications Fee will be charged as follows:

- **Agreement** holder Y and Z have been awarded the **Shared Electric Kick Scooter** Program. **Agreement** holder Y has a **Maximum Fleet Size** of 300 and **Agreement** holder Z has a **Maximum Fleet Size** of 200.
- Shared Electric Kick Scooter Program Fee –
 - **Agreement** holder Y = $(300/500) \times \$4,000 = \underline{\$2,400}$
 - **Agreement** holder Z = $(200/500) \times \$4,000 = \underline{\$1,600}$
- Engagement & Communications Fee –
 - **Agreement** holder Y = $(300/500) \times \$18,000 = \underline{\$10,800}$
 - **Agreement** holder Z = $(200/500) \times \$18,000 = \underline{\$7,200}$

Agreement holder Y would be required to pay \$13,200 and **Agreement** holder Z would be required to pay \$8,800.

5.4 General Requirements

Agreement holder must ensure compliance with all applicable **Legislation** and must ensure they inform **Customers** of all applicable **Legislation** relevant to operating in the **Pilot**. Nothing in this framework, including the **Agreement** relieves an **Agreement** holder from conducting their own due diligence and reviewing all applicable legislation. **The City** encourages the **Agreement** holder to seek legal advice before commencing **Shared Electric Kick Scooter** Program operations.

Agreement holder must acknowledge and clearly communicate to their **Customers**, that **Electric Kick Scooters** are permitted to be operated only in areas approved in **The City's Bylaws**.

Agreement holder must acknowledge and clearly communicate to their **Customers**, that **Electric Kick Scooters** are subject to the Criminal Code of Canada (offences relating to conveyances) as per 2018. C.21 (Bill C-46) **Customers** operating **Electric Kick Scooters** while the **Customers** ability to operate it, is impaired to any degree by alcohol or a drug or a combination of alcohol and a drug, is a punishable offence to the full extent of Canadian law.

The **Agreement** holder **Electric Kick Scooters** maximum assisted speed on flat level ground must be governed to 24 kilometers per hour (km/hr) or less.

Agreement holder must not rent their **Electric Kick Scooters** to any **Customers** who are under the age of 16 years old.

Agreement holder must not display third party advertising, sponsorships, or sponsored content on **Electric Kick Scooters** without obtaining the prior written approval from **The City**.

Agreement holder must agree to indemnify the **Indemnified Parties** for any loss or action arising out of the **Pilot**.

Agreement holder must prove and continuously maintain insurance, as outlined in the Request for Proposal procurement document, throughout the entire term of the **Pilot**.

Agreement holder must provide two (2) free membership accounts to **The City** to assist in the review of the compliance of all requirements set out in the framework for **Shared Electric Kick Scooter Program**.

Agreement holder must review and be compliant with *The Freedom of Information and Protection of Privacy Act, SS 1990-91, c F-22.01*, which governs private-sector organizations, throughout the entire length of the **Pilot**.

Agreement holder must require all **Customers**, as a term of condition of using any **Electric Kick Scooter** supplied in the **Pilot**, to agree that they understand and will follow all **Legislation**, including **City Bylaws**, and agree and acknowledge that a failure to abide by any of these legal requirements can lead to rental service being discontinued and future service being refused by the **Agreement** holder.

Agreement holder must hold **The City** harmless for any damage that may occur to its **Electric Kick Scooters**, including but not limited to, damage from matters of routine maintenance on the streets, pathways, sidewalks, and boulevard spaces.

Any changes to the **Pilot** will be communicated via email to the address provided for the single point of contact (see section 6.12).

a) Technological Capabilities

Agreement holder is required to deliver the following features:

- a. Intoxicated riding test before an **Electric Kick Scooter** is enabled to take a **Trip** in the evening. **Customers** cannot enable an **Electric Kick Scooter** to take a **Trip** in the late evening without first reviewing the dangers of intoxicated riding and completing a cognitive test;

- b. Restrict the speed on the first **Trip** for a new account to 15 km/hr;
- c. Work with **The City** to explore a small noise constantly emitted through the **Electric Kick Scooter** when ridden to alert pedestrians and the visually impaired;
- d. A quiz within the first three **Trips** and again every three months to ensure **Customers** know the rules for using **Shared Electric Kick Scooters**;
- e. Deliver a helmet selfie feature that provides a discount or incentive associated with wearing a helmet during a **Trip**. Image recognition technology should confirm that the **Customer** is wearing a helmet and issue a financial incentive within an hour of the **Trip** end;
- f. Group riding is disabled, allowing each account to unlock a maximum of one (1) **Electric Kick Scooter** at a time;
- g. Incentivize parking in a designated parking area;
- h. The ability to identify **Customers** who have misparked an **Electric Kick Scooter** (for example, by requiring users to take a photo of the parked **Electric Kick Scooter** at the end of a **Trip**) and provide a warning message. The **Agreement** holder must remove riders from the **In-App** who mispark **Electric Kick Scooters** for a second time;
- i. In advance of a new account enabling a **Trip** on an **Electric Kick Scooter**, an ID verification is required to verify the rider's age;
- j. To help reduce sidewalk riding, employ sidewalk riding detection. This feature utilizes vibration sensors, cameras and/or location information to enable **Electric Kick Scooters** to detect when they are ridden on the sidewalk. Sidewalk riding detection needs to:
 - Apply to all the sidewalks within **Service Area**;
 - Have a 75% confidence interval as to whether a user is riding on a sidewalk at any point in the **Trip**;
 - Be able to assess a warning or fine at the end of the **Trip** based on this information, issue a real-time auditory warning and/or safely bring the **Electric Kick Scooter** to a stop.

5.5 Compliance and Rights of Removal

Agreement holder must respond in a satisfactory manner to pedestrian obstructions and safety concerns as soon as possible but no later than one (1) hour from when they become aware of an issue. A satisfactory response includes remedying the concern in a reasonable manner and timeframe.

The City will monitor citizen feedback, review on-going **Agreement** holder data requirements, and perform field audits as necessary to ensure the **Agreement** holder remains in compliance of all **Agreement** conditions and **Pilot** requirements.

The City may remove or re-park any **Electric Kick Scooter** parked in violation of the **Agreement** or other **Bylaws** at any time, where the location is deemed to be a safety concern for other citizens or traffic.

If the **Agreement** holder fails to comply with any conditions of the **Agreement**, **The City** may, in its sole discretion, modify the **Agreement** conditions including reducing fleet size, adding additional **Agreement** conditions, or **The City** may revoke the **Agreement**. If the **Agreement** is revoked for failure to comply with the conditions of the **Agreement** or for any other reason, the **Agreement** holder must remove its

entire fleet from all **City** streets, parks, and pathways within 14 days of notice, unless otherwise directed by **The City**.

Importantly, in the case of an emergency or immediate threat to public safety, **The City** may take any action it deems necessary to remove the emergency or threat immediately and without notice.

Where **The City** has removed the **Electric Kick Scooters** for any reason, **The City** will deduct from the **Agreement** holder security deposit for any fees, resources, and staff time related to the removal.

If the **Agreement** holder is no longer willing or able to provide **Shared Electric Kick Scooters** to **The City**, the **Agreement** holder is required to provide written notice, at least 14 days before ceasing operations.

5.6 Electric Kick Scooter Specifications

Agreement holder must ensure all **Electric Kick Scooters** that are made available for the **Pilot**, meet the following conditions:

1. Any requirements set forth by the Saskatchewan government;
2. **Agreement** holder must display easily visible contact information including a toll-free phone number on each **Electric Kick Scooter** so that **Customers** or other members of the public can report issues or make relocation requests; and
3. All **Electric Kick Scooters** used in the **Pilot** must be owned and maintained by the **Agreement** holders.

All **Electric Kick Scooters** used in the **Pilot** must have the following features:

1. Kickstand;
2. Bell or sound-making device;
3. Lights on the front and back that turn on automatically and stay on while in operation;
4. Governor that limits the speed of the **Electric Kick Scooter** to 24 km/hr and can further reduce speeds to 15 km/hr in zones specified by the City Manager;
5. Each **Electric Kick Scooter** must be easily identifiable to which company owns it and have a unique identifier number that is clearly displayed and highly visible to the **Customer** on the **Electric Kick Scooter**. Unique identifier must also be present in braille;
6. Active location tracking component capable of providing real-time location data of the **Electric Kick Scooter**, even when it is not in use;
7. Internal electric lock that can operate wirelessly by mobile phone application to lock the **Electric Kick Scooter** wheels when not in use;
8. **Electric Kick Scooters** must have a battery level indicator at least shown in the **Agreement** holders **In-App** software, if not on the **Electric Kick Scooter** itself;
9. A helmet that meets applicable safety standards in Saskatchewan, affixed to the device; and
10. **Electric Kick Scooters** must have promotional stickers with “No sidewalk riding” and “Helmets mandatory” messaging, prominently displayed.

5.7 Riding and Parking Requirements

Agreement holder is responsible for informing and educating **Customers** on how to ride and park an **Electric Kick Scooter** properly within their **Service Area** and educate them on all requirements outlined in this framework.

Agreement holder must clearly communicate to their **Customers**, that **Electric Kick Scooters** are permitted to be operated/ridden only on areas approved in **The City's Bylaws**. In the absence of an approved area that **Customers** must dismount and walk the **Electric Kick Scooter**.

The **Agreement** does not authorize the parking and riding of **Electric Kick Scooters** on property other than **City** owned property. It is expected that the **Agreement** holder will seek and maintain agreements with third parties in order to access their property, such as university campuses, malls and on all other private or non-**City** property.

Agreement holder must educate **Customers** to not ride or operate **Electric Kick Scooters** in locations within or on:

- a. Areas not approved in **The City's Bylaws**;
- b. Civic Square;
- c. Saskatoon Transit vehicles, bus mall, bus zones;
- d. Skate parks;
- e. Spray parks;
- f. City parkades;
- g. Buildings; and
- h. Any other zone the City Manager designates.

Agreement holder must educate the **Customer** that **Electric Kick Scooters** shall not carry more than one person at a time.

a) No-Riding, No-Parking, and Slow Down Zones

Electric Kick Scooters are not permitted to be used on/in streets with posted speed limits greater than 50 km/hr, Civic Square, the bus mall (23rd Street from 3rd Avenue to 2nd Avenue), and other areas as indicated in Appendix A.

Electric Kick Scooters must slow down to 15 km/hr when operating on the Meewasin Trail, as indicated in Appendix A.

Agreement holder must **Geo-fence** these areas **In-App** and ensure **Customers** are informed on how to operate in these areas.

Other no-riding and no-parking zones may be designated by **The City** from time to time and the **Agreement** holder must **Geo-fence** designated no-riding and no-parking zones, or other locations at the request of **The City**. **Agreement** holder will be responsible for marking these areas appropriately on their **In-App** software within 7 days notice, and ensure **Customers** are informed on how to operate in these areas. No-riding and no-parking zones could be in place for long or short term periods.

Agreement holder must use **Geo-fence** technology and have **In-app** ability to communicate by text or **In-App** alert, and decelerate and ultimately stop their **Electric Kick Scooters** alerting the **Customers** that the **Electric Kick Scooter** is being ridden or parked in a specific non-permitted area.

b) General Parking (See Appendix B)

Electric Kick Scooters belonging to the **Agreement** holder may be parked on **City** Multi-Use Trail, in **City** Parks and adjacent pathways, subject to all Federal, Provincial and **City** Legislation and any further parking requirements set out below.

All parked **Electric Kick Scooters** must remain in an upright position with both wheels in contact with the ground.

Any **Electric Kick Scooter** that is parked in one location for more than two (2) consecutive days without moving, must be removed from that location by the **Agreement** holder. If the **Electric Kick Scooter** remains in one location after two (2) days, it may be removed by **The City** without prior notice to the **Agreement** holder, and taken to a **City** storage area at full expense to the **Agreement** holder. Please refer to section 5.3 for charge back.

Agreement holder must have **Electric Kick Scooters** that have an internal electric lock and does not require the **Electric Kick Scooters** to be locked to a stationary item.

The following definitions are required for the interpretation of parking requirements for multi-use trail and streets. They are as follows:

1. Pedestrian Zone means the area intended for pedestrian movement and requires at least a 2-metre space between the Frontage Zone and **Furniture Zone** to be clear of all obstacles, and parked **Electric Kick Scooters** at all times;
2. Furniture Zone means the area of the multi-use trail used for all street furniture, street lights, recycling and waste receptacles, bicycle racks, and acts as a buffer between the street and the Pedestrian Zone. The surface of this zone may be concrete, asphalt, gravel or grass covered;
3. Frontage Zone means the area for outdoor seating and display, as well as signage. This zone can either be public or private property, but this **Pilot** does not allow for **Electric Kick Scooters** to be parked in this zone;
4. Parking Zone is the area of the street for parking of vehicles; and
5. Driving Zone is the area of the street for vehicles operations and movements.

c) Multi-Use Trail Parking (See Appendix B)

Agreement holders must ensure that **Electric Kick Scooters** are parked in a **Furniture Zone** and must not be parked in a way that obstruct or interferes in the Pedestrian Zone at any time.

Agreement holders must ensure that in the absence of a **Furniture Zone**, **Electric Kick Scooters** must not be parked in a way that impedes pedestrians moving through the Pedestrian Zone and the Frontage Zone to access any buildings. **Electric Kick Scooters** must be parked to provide at least 2.0 metres of

Pedestrian Zone unobstructed for pedestrian movements. **Electric Kick Scooters** must not be parked where these minimum distance requirements cannot be met.

d) Street Parking (See Appendix B)

Parking **Electric Kick Scooters** on the street in the Parking Zone will be allowed in residential areas, wherever a vehicle may be legally parked. On streets where a Residential Parking Permit is required for vehicles, **Electric Kick Scooters** may only be parked in the Parking Zone within 10 metres of an intersection. However, **Electric Kick Scooters** may not be parked on a street within a pay parking or time restricted stall, unless it is a designated parking area for **Electric Kick Scooters**.

Electric Kick Scooters must not be parked in a way that impedes vehicular traffic from moving on the street or accessing driveways and must not be parked in the Driving Zone at any time.

Electric Kick Scooters must not be parked in locations within or on:

1. Bus terminals and bus zones, except in designated parking areas;
2. Loading zones;
3. Accessible parking zones;
4. Wheelchair ramps, bicycle ramps or curb ramps;
5. Bridges;
6. Center median islands;
7. Fire hydrants;
8. Within 1.5 metres of an access to a garage or driveway;
9. Street furniture that requires pedestrian access (benches, pay parking stations, bus shelters, pedestrian push buttons);
10. Within shrub beds or within 0.5 metres of trees; or
11. Any area which may cause a hazard to pedestrians or vehicle operators as designated by the City Manager.

e) Park Pathway Parking (See Appendix B)

Electric Kick Scooters must not be parked on a pathway or within 1.0 metre of either side of a pathway, as shown in Appendix B, Figure B-2.

Electric Kick Scooters must be parked in a way that leaves at least 2.0 metres of unobstructed space for pedestrian movements.

Electric Kick Scooters must not be parked within shrub beds or parked within 0.5 metres of a tree.

As outlined in *Bylaw 7767, The Recreation Facilities and Parks Usage Bylaw*, usage of park space is only allowed if it does not cause permanent damage to the park or extra expense for **The City**. This includes the practices used by the **Agreement** holder for collection and **Rebalancing** of **Electric Kick Scooters**. Infractions may result in fines of up to \$5,000 for an **Agreement** holder.

f) Designated Parking Areas

The City anticipates needing designated parking areas for the **Electric Kick Scooters** in high pedestrian traffic locations such as Business Improvement Districts (BID) or in other public spaces. The purpose of these parking areas is to provide an orderly and intuitive location to place **Electric Kick Scooters**.

Designated parking areas must not be within the Pedestrian Zone or Driving Zone.

Upon receiving necessary approvals, designated parking areas may be on private property.

Designated parking areas can be marked **In-App** only but must be both marked **In-App** and physically marked for BID and other high use areas.

The City will not be providing designated parking areas. It is up to the **Applicant** to propose designated parking areas within their proposal and to obtain appropriate approvals subsequently. The type, location, and timelines for the installation of these areas will be determined and finalized through the Request for Proposal procurement process.

The **Agreement** holder will be responsible for the installation and maintenance of these designated parking areas. The **Agreement** holder will also be responsible for marking these areas appropriately on the **In-App** software. **The City** may cap the number of **Electric Kick Scooters** allowed to be staged within each designated parking area.

g) Temporary Parking Restrictions

The City may impose temporary **Electric Kick Scooter** parking restrictions due to construction, parades, festivals, public gatherings, or other situations affecting the normal operations of the right-of-way.

Where **The City** has done so, an **Agreement** holder will be responsible for marking these areas appropriately on their **In-App** software within 7 days of notice and ensure **Customers** are informed on how to operate in these areas.

h) Temporary Fleet Removal

Upon direction of **The City** due to a major weather event, emergency event, or other situations requiring immediate action, the **Agreement** holder must collect and secure all, or a portion of, the **Agreement** holder's **Electric Kick Scooters** to a location outside of the public right-of-way or to a location that does not otherwise impede **The City's** access and response to the situation for the duration of the event.

The City may update, add, and/or change any parking requirements in response to issues that come to light during the operation of the **Pilot**. Any changes will be circulated to the **Agreement** holders.

5.8 Operations and Maintenance

Agreement holder must operate 7 days a week during the **Operating Season**. **Agreement** holder must cease operations during the **Winter Season**.

Agreement holder must have staffed operations located within **The City** for the purpose of **Electric Kick Scooter** maintenance, **Rebalancing**, collection, and retrieval.

Agreement holder must have a 24-hour **Customer** service phone number and email that is monitored 24 hours a day, 7 days a week during the **Operating Season**, so the public can report safety concerns, complaints, or ask questions.

Agreement holders are required to remedy any **Electric Kick Scooter** parked in violation of the **Agreement** or other **City Bylaws** and must be re-parked in a correct manner or removed by the **Agreement** holder within one (1) hour of receiving a “improper parking” notice.

Agreement holder must remove any inoperable **Electric Kick Scooter** or any **Electric Kick Scooter** that is not safe to operate as soon as possible. Once notified of an issue, the **Agreement** holder must remotely lock down the **Electric Kick Scooter** as soon as possible, to ensure it cannot be used and remove within 48 hours failing which **The City** will remove and charge back as per section 5.3.

Agreement holder must provide **The City** with a direct contact for staff that are capable of **Rebalancing Electric Kick Scooters**.

Agreement holder must rebalance any **Electric Kick Scooter** within one (1) hour of receiving notice. If notice is brought to the attention of the **Agreement** holder between the hours of 10:00 pm – 6:00 am, **Electric Kick Scooters** must be rebalanced no later than 8:00 am on the same morning they were notified, unless the notice is an imminent safety concern, which must be dealt with immediately.

Agreement holder must acknowledge that allowing **Electric Kick Scooter** to be parked outside increases exposure to snow, water, and gravel that may be deposited on the spaces adjacent to or on streets, sidewalks, and pathways during **City** street maintenance activities. These materials can contain hydrocarbons and salt residues, which may result in premature wear of **Electric Kick Scooters** components. **The City** is not responsible for any such wear to **Electric Kick Scooters** or their components, or for the cost of any additional maintenance, repair or replacement that may be required.

Agreement holder must take steps to inspect, repair, and maintain all **Electric Kick Scooters** so as to ensure public safety.

5.9 Customer Experience, Education, and Encouragement

Agreement holders are responsible for informing its **Customers** on how to use its services, how to ride and park its **Electric Kick Scooters** legally and in compliance with any requirements set out in this framework and applicable **Legislation**.

Agreement holder must host an education campaign for helmet use, including safety promotion events and helmet giveaways.

Agreement holder must create an **In-App** educational video for first time riders to promote desired rider behaviours.

Agreement holder must provide a discount rate program plan to **The City**. The plan must detail how the **Agreement** holder could provide services that are affordable, accessible, and equally distributed for low-income residents of Saskatoon.

Agreement holder must forward periodic updates to **Customers** of any information is required to be provided under this framework by **The City**.

Agreement holder must provide targeted community outreach at their own cost to inform the citizens of Saskatoon about the **Shared Electric Kick Scooter Pilot**, their **Electric Kick Scooters**, systems, and policies. Target community outreach includes:

1. Participation or attendance at public meetings and events;
2. Participation or attendance at community-led events or gatherings;
3. Meeting with Business Improvement Districts (BIDs), community associations, business owners, and other groups in the **Service Area**;
4. Hosting community events within the **Service Area**; and
5. Social media targeted advertising and promotion.

Agreement holder must deliver in-person **Customer** training events during their **Operating Season**. These free events help provide a safe environment for new **Customers** to take their first ride with instructions about how to ride, receive a free helmet, receive a helmet fit check, learn to signal, and get comfortable riding on a **Shared Electric Kick Scooter**.

5.10 Data Sharing and Reporting

Agreement holder must comply with the following data sharing requirements:

1. **Agreement** holder must supply an **Electric Kick Scooter** inventory list to **The City** complete with each unique identifier number and serial numbers before making any **Electric Kick Scooter** available for rent;
2. **The City** requires access to historical **Trip** data and fleet status change, which must be stored by the **Agreement** holder and made accessible to **The City** at any time during the **Agreement**, and for at least six months after the **Pilot** ends;
3. To ensure that **Electric Kick Scooter** locations are known, even when not in use, all **Electric Kick Scooters** must have a location tracking component that is affixed to itself. This excludes phone-based location services information (i.e. Bluetooth technology);
4. The **Agreement** holder must collect and make data available for improper parking occurrences reported and the responses to each of them. This will include improper parking reported by **The City**, general public, **Customers**, and the **Agreement** holders;
5. The **Agreement** holder must generate a data record that describes each improper parking report, the location of the **Electric Kick Scooter** if possible, the time it was reported, the time it was responded to and the action that was taken;
6. The **Agreement** holder must collect and make data available for all known incidents in which their **Electric Kick Scooter** was involved in a collision, accident, injury, or property damage and make this data available upon request;
7. The **Agreement** holder must generate a publicly available real-time endpoint in compliance with the General Bikeshare Feed Specification (GBFS) (<https://github.com/NABSA/gbfs>) so that map and transportation based apps can easily

incorporate this data into their platforms. The data must be available under an open data license without the use of an authentication key. This data must expose **Electric Kick Scooters** available for use and must be consistent with the most current adopted version of GBFS. The **Agreement** holder must list this endpoint in the systems.csv file in the GBFS repository located at <https://github.com/NABSA/gbfs>, must inform **The City** of the location of the feed on the internet and any changes that are made to the type of information being published.

8. The **Agreement** holder must meet all the conditions for data, sharing and reporting for the **Pilot** at all times during the **Agreement**; and
9. Failure to comply with these conditions could result in the revocation of the **Agreement**.

5.11 Survey

Agreement holder must conduct an opt-in **Customer** survey. If the **Agreement** holder is operational in both **Operating Seasons**, they must conduct a survey in each calendar year. A set list of 5-10 survey questions to be asked of the **Customers** will be provided by **The City** for each survey. The **Agreement** holder must include these questions and may include other questions, subject for approval of **The City**. Gender will be reported by male, female, and other. Age will be reported in these age groups: 17 and under, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

Survey results, showing the response and feedback must be shared with **The City** in a .pdf, .xls, or .csv format. Survey results must be provided to **The City** no later than 30 days after the survey periods have ended.

5.12 Data Privacy

Agreement holder must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

Agreement holder must provide a privacy policy that safeguards **Customers'** personal, financial, and travel information and usage including, but not limited to, **Trip** origin and destination data. **Agreement** holders agree to make its policies, procedures and practices regarding data security available to **The City**, upon request, and further agrees that **The City** reserves the right to hire a third party to perform a security audit at any time through the **Agreement** term, or at any time **The City** determines that an audit is warranted.

Agreement holder must provide **Customers** with the opportunity to explicitly assent to any terms of service, or user agreements. Separately, **Customers** must have the ability to decline to share any data not required to enable the **Agreement** holder to process and complete the transaction. The **Customers** options with regard to these requirements must be clearly stated and easily accessed by the **Customer**.

Agreement holder must not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its Privacy Policy and must provide an opportunity for the **Customer** to explicitly assent prior to any changes to its data.

5.13 Fleet Size and Service Area

The City reserves the right to adjust the fleet size under the **Agreement** to ensure satisfactory service level and may direct **Agreement** holder to provide services in areas that **The City** may deem necessary to maintain equitable access of micromobility services offered by the **Agreement** holder.

The **Agreement** holder may request **The City** consider increasing the fleet size, and **The City** reserves the right to either approve or decline the request at its own discretion. Increase in fleet size may be considered if the **Agreement** holder addresses parking and accessibility concerns caused by **Electric Kick Scooters** and provides one or more of the following: provide service in unserved areas, fostering more equitable access and better transportation connectivity for Saskatonians; and provide investment in the local economy by locating jobs or research and development services in Saskatoon.

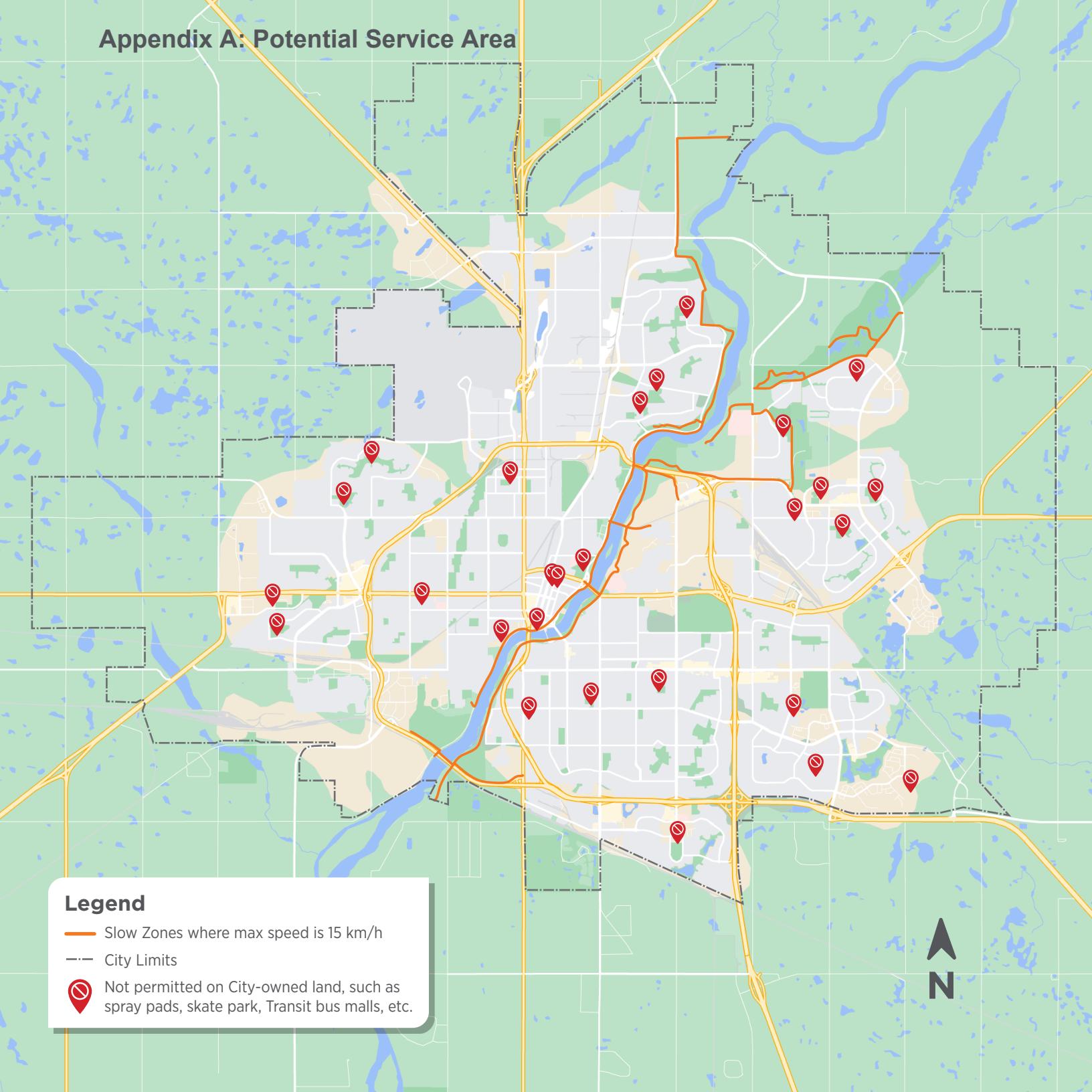
5.14 New Facility Construction or Upgrade

The City may request from time to time that the **Agreement** holder provide parking/changing facility at certain designated areas in **The City** for smooth operation of the **Pilot**. The **Agreement** holder will not unreasonably refuse such request from **The City**.

5.15 Single Point of Contact

Agreement holder must provide a single point of contact (SPOC) within their organization for the purpose of all communications and notices under the **Agreement**. Any change to the SPOC must be communicated to **The City** as soon as possible and no later than five (5) business days of a change occurring. The SPOC will handle all requests and inquiries from **The City**.

Appendix A: Potential Service Area



Appendix B: Parking Reference Material - Figure B-1

