City of Milwaukee

Department of Public Works

Dockless Scooter Rental Services Agreement

Terms and Conditions v.1

Effective XXX, X, 2024

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Purpose

Background

The City of Milwaukee conducted three dockless scooter pilot studies in 2019, 2021, and 2022 – 2023, through its Department of Public Works. Based on the findings and results of these pilot studies, the City desires to enter into an Agreement whereby a private contractor will provide the City with dockless scooter rental operations.

Goals

1. **Provide equitable transportation services**

   Dockless scooters can be deployed where the need is highest, providing transportation services where other options may be unavailable. Additionally, dockless scooters that accommodate people of varying abilities have the potential to improve access to dockless scooters for a wider customer base.

2. **Increase transportation options**

   Dockless scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts. Dockless Scooters may also provide links to public transit, assisting with connectivity and solving the first-mile/last-mile problem.

3. **Minimize impacts on access to the public right of way**

   Dockless scooter operators must show a commitment to keeping pedestrian ways, streets, and other public rights of way unobstructed by dockless scooters for other street users. Most importantly, dockless scooters must be parked and maintained in a manner that provides a clear path for people walking and maintains access to businesses, residential units, and other buildings.

1. Introduction

1.1 Parties

This Agreement is agreed by and between the City of Milwaukee ("City"), a municipal corporation of the State of Wisconsin, and [INSERT] ("Contractor"), collectively, "the Parties."

1.2 Documents

The following, attached documents constitute this Agreement.

1. These Terms and Conditions.
2. Appendix A.
3. [Insert others, where relevant]

4. [Contractor's user agreement, privacy policies, etc.]

If there is any inconsistency between these Terms and Conditions and any attachments, the Terms and Conditions shall prevail.

1.3 Agreement

The above documents record the Parties' entire agreement in relation to Contractor's use of the Public Right of Way in Milwaukee. No representation or purported agreement between the Parties in this matter shall be valid unless it is found within these documents. This Agreement is subject to change only by written agreement of the parties. THIS AGREEMENT INCLUDES CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY.

2. Definitions

For the purposes of this Agreement, the following definitions shall apply.

"**Available scooter**" means, per Mobility Data Specification, a scooter in the public right of way that is available for rental via Contractor's app.

"**Customer**" or **"User"** means a person who is using Contractor's services provided under this Agreement.

"**Deploy**" means to make available to users in a public place.

"**Dockless**" means the system of self-service scooters made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.

"**Fleet**" means equipment owned or leased by Contractor which is intended for use as part of City's dockless scooter system.

"Geofence" means to set a virtual geographic boundary within which trips and/or parking are prohibited, or dockless scooter speeds are set at a specific speed – or the boundary itself.

"**Holidays**" means New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving and the day after, and Christmas and the day before.

"**Scooter**" means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. See Wis. Stat. § 340.01(15ps).

"Seated dockless scooter" means a scooter with a seat for the user.

"**Service area**" means the entire City of Milwaukee.

"**Service zone**" means a geographic area of the city, the boundaries of which are described herein.

"**Unsafe**" means any dockless equipment that could cause harm or injury to a user or anyone else within the public right-of-way despite being operated in a reasonable manner.

"**Unused dockless equipment**" means any dockless scooter parked in one location for more than 72 consecutive hours without being rented by a user.

3. Term and Termination

3.1 Initial Term

This Agreement shall commence at the date of the last required signature and continue for a period of two years.

Deployment of dockless scooters shall commence 24 hours after Contractor provides the initial payment due, and the name, phone number, and email address of Contractor's locally based operations manager. Contractor shall inform the Commissioner of Public Works within 24 hours of any change in the operations manager.

3.2 Renewal

This Agreement may be renewed for additional periods of one year each upon mutual agreement of the parties.

3.3 Termination

A. The City of Milwaukee may, in its sole discretion, terminate this Agreement immediately upon: (i) termination or suspension of Contractor's business; (ii) insolvency or filing of a voluntary or involuntary petition in bankruptcy; (iii) appointment of a receiver, assignee or other liquidating officer for all or substantially all of Contractor's assets; or, (iv) any assignment of any portion of Contractor's assets for benefit of creditors.

B. If Contractor fails to fulfill in a timely and proper manner any of its obligations or violates any of the provisions of this Agreement, the City shall have the right to terminate this Agreement. The City shall notify Contractor of its intent to terminate by giving Contractor written notice at least five (5) business days before the effective date of the termination and identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement, and the City shall retain its remedies under law.

C. The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice to Contractor.

D. This Agreement shall terminate if City Code Section 101-53 is revised by eliminating Section 101-53-3.

E. If Contractor is terminated early by the City as provided in this section, Contractor will remain liable for any payments which it owes to the City as of the date of termination.

F. Contractor shall cease to offer equipment for rent in the City of Milwaukee immediately upon the effective date of termination. Contractor shall have 24 hours from the effective date of termination to physically remove equipment from the City streets.

G. If Contractor fails to retrieve any of its equipment within 24 hours of receipt, the City will remove said equipment at Contractor's expense.

3.4 Assignability

Contractor shall not assign or transfer any interest in this Agreement in any manner without the written consent of the Commissioner of Public Works, provided, however, that any claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Commissioner of Public Works.

4. Insurance Requirements

4.1 General Requirements

A. A certificate of insurance acceptable to the City must be provided prior to final execution of this Agreement. Any certificate of insurance provided to the City shall accurately state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Contractor shall send the City a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by the City. Immediately upon any material change to Contractor's insurance coverage, Contractor shall send the City an updated Certificate of Insurance and/or Policy.

B. All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by the City.

C. Insurance companies must be acceptable to the City and should have a current A.M. Best rating of A-VIII or better.

D. All policies shall be written on an occurrence form.

E. If subcontractors are used, each must meet all requirements in Sections 4.1 and 4.2 of the Terms and Conditions.

F. Contractor must provide the City either a copy of its Commercial General Liability and Auto Liability insurance policies, including all endorsements, or policy language and endorsements showing the Commercial General Liability and Auto Liability insurance policies meet the requirements of the Terms and Conditions.

4.2 Minimum Insurance Requirements

A. Workers' Compensation and Employer's Liability

1. Workers' Compensation – Statutory Limits

2. Employer's Liability

Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit

Bodily Injury by Disease	$100,000 each employee

3. Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

4. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers.

B. Commercial General Liability*

Commercial General Liability	$7,000,000 each occurrence
General Aggregate	$7,000,000 aggregate
Personal & Advertising Injury Limit	$7,000,000 each
Occurrence Products – Completed	
Operations Aggregate	$7,000,000 aggregate
* Note that the limits specified above may be met through a combination of primary coverage and an umbrella policy that follows the form of the underlying Commercial General Liability policy.	

1. Coverage must be equivalent to ISO form CG0001 or better.

2. The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

3. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

4. The policy shall include independent contractors (owners/contractors protective) and contractual liability.

5. Coverage will apply on a primary and non-contributory basis. The City of Milwaukee suggests the following wording:

> *"If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance."*

6. Coverage shall apply to the risks associated with or arising out of the services provided under this Agreement.

C. Auto Liability

Combined Single Limit	$1,000,000 each accident

1. If Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1) or Any Owned Auto (Symbol 2). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
2. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers.
3. The City of Milwaukee shall be added as an additional insured.
4. Coverage shall include contractual liability for risks assumed in this Agreement.
5. Coverage shall apply to the risks associated with or arising out of the services provided under this Agreement.

5. Indemnification

Notwithstanding any references to the contrary in the application documents, Contractor assumes full liability for all of its acts in the performance of the Agreement. Further, Contractor will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City arising out of or related to this Agreement, or which may result from the negligence or willful misconduct of Contractor, or the agents, employees, workmen, customers, or users of Contractor, except to the extent arising out of or resulting from the City's negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or willful misconduct of Contractor or Contractor's agents, employees, workmen, customers, or users participating in this Agreement, or utilizing Contractor's equipment, Contractor assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorneys' fees, or other expenses resulting there from.

The City may tender the defense of any claim or action at law or in equity to Contractor or Contractor's insurer, and upon such tender it shall be the duty of Contractor or Contractor's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees. Contractor shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided that Contractor may not, without the City's written consent, settle any lawsuit on behalf of the City that either (1) requires the City to admit liability, or (2) exceeds the limits of Contractor's insurance policies. City shall cooperate in all reasonable respects with Contractor and its attorneys in the defense or settlement of such lawsuit; provided, that City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

6. Public Records

Contractor understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Contractor must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this Agreement.

7. Privacy

Contractor shall provide a copy of its user agreements and privacy policies with their application. Contractor must provide notice to the City regarding any changes to its terms of service, user agreements, or privacy policies throughout the duration of this Agreement. Any portion of Contractor's user agreement or terms of service which is inconsistent with the provisions of this Agreement, the Milwaukee Code of Ordinances, Wisconsin State Law, or applicable federal law is invalid. Changes to Contractor's user agreement or terms of service inconsistent with the provisions of this Agreement, the Milwaukee Code of Ordinances, Wisconsin State Law, or applicable federal law may be grounds for termination.

8. Fees

8.1 Initial Payment

Contractor shall submit an initial lump sum payment of $600.

8.2 Annual Per Device Fee

A. Contractor shall pay a fee of $100 per dockless scooter prior to deploying dockless scooters in 2024, but no later than [date].

B. Contractor shall pay a fee of $100 per dockless scooter by December 15, 2024, for any dockless scooters to be deployed between January 1 and March 15, 2025, and by March 15, 2024 for all dockless scooters to be deployed in 2025.

C. Any dockless scooter fleet increase as described in Section 9.2.F of the Terms and Conditions is subject to the above fees.

8.3 Per Trip Fee

Contractor shall pay a fee of $0.25 per dockless scooter trip, billed on a monthly basis.

8.4 Relocation Fee

Contractor shall pay a $25 non-refundable Relocation fee, billed on a monthly basis, for each dockless scooter requiring relocation by the City of Milwaukee.

8.5 Redemption Fee

Contractor shall pay a $50 non-refundable Redemption fee, billed on a monthly basis, for each dockless scooter requiring impoundment by the City of Milwaukee or any other public agency operating within the City of Milwaukee as described in Section 9.7.C of the Terms and Conditions.

8.6 Late Fees

A total past due fee amount of over $1,000 payable to the City of Milwaukee shall be grounds for termination of this Agreement for breach.

8.7 Appeals

A. Contractor may appeal fees by sending written correspondence to the Department of Public Works within ten (10) business days of receiving notice of a fee. The Department shall respond in writing within twenty (20) business days of receipt of appeal.

B. Appeals may be sent to the following address:

CITY OF MILWAUKEE

Attention: Mike Amsden

DPW-Infrastructure Services Division

841 North Broadway, Room 501

Milwaukee, WI 53202

8.8 Payment

A. Payment may be sent to the following address:

CITY OF MILWAUKEE

ATTN: Chuck Schumacher

Department of Public Works

841 North Broadway, Room 620

Milwaukee, WI 53202

9. Operating Regulations

9.1. Minimum Equipment Requirements

A. Safety

1. Each dockless scooter shall meet all relevant legal requirements, including those described in Sections 347.489(1)-(3) of the Wisconsin Statutes.

2. Each dockless scooter shall be equipped with front and rear brakes.

3. Each dockless scooter shall be equipped with a user-activated warning bell.

4. The maximum motor-assist speed for dockless scooters shall be 15 MPH.

5. Contractor shall have visible language on the stem of each dockless scooter or on a tag attached to the dockless scooter's handles and on Contractor's website and smartphone application which notifies the user that:

a. Helmet use is encouraged while riding a scooter;

b. Sidewalk riding is prohibited;

c. Riding and parking on the Riverwalk is prohibited;

d. Users are required to follow all rules of the road; and

e. Scooters must be parked responsibly.

B. Technology

1. Contractor shall equip each dockless scooter with an on-board GPS device capable of providing real-time location data to Contractor and the Commissioner of Public Works, and shall maintain a continuous feed of the required data at all times for dockless scooters made available to customers.

2. Contractor shall maintain functionality for remote control of individual and fleetwide dockless scooter operations including, but not limited to:

a. Preventing the beginning or ending of a rental trip outside service area boundaries;

b. Slowing and stopping the device once rental trip exits service area boundaries;

c. Slowing and stopping the device in designated no ride zones within the service area;

d. Reducing device speed in designated zones;

e. Preventing the ending of trips in no parking zones or other geofenced areas;

f. Requiring the ending of trips in designated parking zones or other geofenced areas; and

g. Disabling the entire fleet when reasonably requested by the Commissioner of Public Works.

3. Each dockless scooter must be equipped with wheel-lock technology to prevent unauthorized use.

4. Dockless scooters shall not be equipped with an audible alarm which sounds continuously when activated.

C. Dockless Scooter Identification

1. Each dockless scooter must be assigned a unique identifying number.

2. Each dockless scooter must be clearly and visibly labeled with Contractor's name, a toll-free phone number for 24-hour customer support, and the dockless scooter's unique identification number. Lettering shall be printed in no smaller than 48 pt. font (or 0.667 inch). Contact information shall be located no lower than 6 inches below device handlebars.

9.2. Service Zones and Allowable Fleet Size

A. The City shall be divided into seven (7) geographic service zones as shown in Appendix A. A KML/KMZ file of geographic service zones is available on City of Milwaukee's Department of Public Works website (milwaukee.gov/DocklessScooters). Alternate file versions may be requested electronically from FIRST NAME LAST NAME: XXX@milwaukee.gov.

B. The Commissioner of Public Works shall establish the minimum and maximum number of dockless scooters that may be deployed.

C. Fleet Size. Contractor may deploy up to 1000 dockless scooters.

1. Contractor shall deploy a minimum fleet of 500 available dockless scooters during the calendar months of May, June, July, August, and September.
2. Contractor shall deploy a minimum fleet size of 250 available dockless scooters during the calendar months of April and October.
3. A minimum of 5% of Contractor's fleet shall consist of seated dockless scooters.

D. Deployment. Contractor shall deploy its fleet of scooters as follows:

1. **Zones 1 and 2**: maximum daily average of 22% of scooter fleet
2. **Zones 3 – 5**: minimum daily average of 10% of scooter fleet
3. **Zone 6**: minimum daily average of 5% of scooter fleet

E. Fleet Expansion.

1. Contractor may apply for fleet increases no more often than every 30 days.
2. Contractor may qualify for a fleet increase of up to 200 scooters if three (3) of the following four (4) criteria are met:
    i. A citywide average daily utilization of at least 3.0 trips-per-device over the preceding 30 days.
    ii. Are compliant with at least 90% of daily minimum deployment measurements in Zones 3-6 in the preceding 30 days (108/120) and at least 90% of daily maximum deployment measurements in Zones 1 and 2 in the preceding 30 days (54/60).
    iii. Have not exceeded their allowed fleet cap by more than 5% in the preceding 30 days.
    iv. Have remedied at least 80% of parking complaints on time in the preceding 30 days.
3. Contractor may receive an increase of up to 250 total devices if they meet the above criteria and also have an active low-income discount program that currently has a number of Milwaukee residents actively enrolled equal to at least 20% of their current allowed fleet size.
    i. Example: 1,000 scooters allowed = 200 residents enrolled

F. The Commissioner of Public Works reserves the right to cap the number of dockless scooters deployed by Contractor at any time.

G. These requirements are subject to change. Contractor will be notified via certified and electronic mail of changes to distribution requirements. Contractor will have 48 hours from the time of receipt of the notice to comply with the revised distribution requirements. The current Service

Zone distribution requirements will also be posted on the City of Milwaukee's Department of Public Works website (milwaukee.gov/DocklessScooters).

9.3. Dockless Scooter Availability

A. Contractor may choose to make its dockless scooters available 24 hours per day.

B. Contractor may choose to make its dockless scooters available year-round, within the term of this Agreement.

9.4. Severe Weather Operations.

A. Contractor must submit a plan detailing its response to severe weather, including, but not limited to the following situations:

1. Snow

2. Extreme cold

3. Extreme heat

4. Heavy rainfall

5. Extreme wind

B. Contractor must ensure that deployed scooters do not impede City of Milwaukee or resident snow removal and ice control operations.

C. Contractor may remove equipment without prior authorization in the case of severe weather. Contractor must inform the Department of Public Works by electronic correspondence within two hours of the decision to remove equipment.

D. If severe weather conditions exist, Contractor shall be exempt from the fleet requirements listed in Section 9.2.C of this Agreement.

9.5. User Fees

A. User fees must be clearly and understandably communicated to the user prior to dockless scooter use.

B. Users shall only be charged for their actual use of the dockless scooters, without a deposit or sign-up fee.

9.6. Dockless Scooter Riding Regulations

A. Sidewalk riding.

1. Dockless scooters shall not be operated upon any public sidewalk, including the Riverwalk, or any pedestrian path in the public parks pursuant to Section 102-7 of the Milwaukee Code of Ordinances.

2. Contractor shall include the following information in an in-app notification at the start of every trip:

a. Sidewalk riding is prohibited.

b. Riding on the Riverwalk is prohibited.

B. Contractor shall geo-fence no ride zones or slow speed zones in areas specified by the Commissioner of Public Works.

9.7. Dockless Scooter Parking

A. General

1. Contractor shall provide instructions for properly parking dockless scooters to users in easily understandable formats through its app, website, and other media types.

2. Contractor shall take all necessary steps to ensure that:

a. Scooters are parked upright and with a minimum of four (4) feet of unobstructed passage in the public right of way;

b. Scooters are not parked in a way that blocks access to:

1. Parklets

2. Loading zones

3. Accessible parking spaces

4. Curb ramps

5. Entryways

6. Driveways

7. Street furniture requiring pedestrian access

8. Bus stops, including shelters, passenger waiting areas, and rear passenger unloading areas

9. Streetcar stops, platforms, and passenger waiting areas

10. Parking meters.

3. Scooters may be parked in streets in unmetered parking spaces.

4. Contractor must use geo-fencing to prohibit parking in areas specified by the Commissioner of Public Works.

B. Parking Corrals

1. Contractor shall work with the Commissioner of Public Works to identify priority areas for painted parking corrals.

2. Contractor shall require users to utilize parking corrals in areas specified by the Commissioner of Public Works.

C. Improper Parking

1. Upon notification by the Commissioner of Public Works or a designee, or through Contractor's app, electronic mail, or customer service lines, of any dockless scooter that

is improperly parked, Contractor shall relocate the dockless scooter in accordance with the following requirements:

a. Within 2 hours of notice between 6 a.m. and 10 p.m.

b. By 8 a.m. for notices received between 10 p.m. and 6 a.m.

2. The City may relocate improperly parked dockless scooters which are not remedied in accordance with this provision and Contractor shall pay the fee(s) set forth in Section 8.4 of the Terms and Conditions.

3. Department of Public Works staff that observe an improperly parked dockless scooter may immediately remedy the situation. The responsible operator shall pay the fee(s) set forth in Section 8.4 of the Terms and Conditions.

D. Unused dockless scooters shall be relocated by Contractor.

9.8. Submerged Scooters

Contractor acknowledges that Section 118 of the City of Milwaukee Code of Ordinances delineates the City's waterways. Contractor also acknowledges that submerged scooters may discharge a hazardous substance as defined in Section 236-41 of the Code. If one of Contractor's scooters is in the City's waters as defined in Section 118 of the Code, Contractor shall commence immediate removal as required in Section 236-41-3 of the Code. If Contractor fails to comply with the removal requirements, the City may cause removal and require reimbursement for actual expenses incurred.

9.9. Equipment Maintenance

A. Each dockless scooter must be inspected at least once per month.

B. During dockless scooter inspection, Contractor shall, at a minimum, conduct the following checks, and repair or replace all necessary elements:

1. Check tires (front and rear) for damage or wear and correct pressure (if applicable)

2. Check brake function (front and rear)

3. Check handlebar grips for wear

4. Check brake levers for tightness and damage

5. Check that braking capabilities meet necessary safety standards

6. Check bell for tightness and correct function

7. Check kickstand for correct function

8. Brief test ride to ensure overall correct function of device

9. Check function of onboard computer, GPS, communication equipment, batter, and other components

10. Check that all necessary identification and contact information is present and legible

11. Clean device and sanitize common points of contact

C. An operator shall retrieve, or replace the battery of, any scooter that is non-functional due to a depleted battery, hardware malfunction, software malfunction or other damage within 48 hours of knowledge of the location of such scooter, whether reported within Contractor's software or by other means. An operator shall use technology to make such scooters inaccessible to users, such scooters shall not be visible for rent in Contractor's online application and such scooters shall be registered as "non_operational" within MDS and "is_disabled" within GBFS. If Contractor has deployed scooters with swappable batteries, an operator may swap the depleted battery with a new or charged battery without retrieving the scooter within 48 hours of knowledge of the location of such scooter. However, for the avoidance of doubt, any scooter reported as non-functional by a member of the public shall be remedied within no more than 2 hours after Contractor is notified of such issue. A scooter rendered "non_operational" shall either be returned to proper working order and made "available" within 2 hours of knowledge of the location of such a scooter or removed from the public right-of-way. Scooters reported as "removed" or "elsewhere" within MDS reporting may not be located within the public right-of-way.

D. The City may impound dockless scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision. Contractor shall reimburse the City for costs of doing so per Section 8.5 of the Terms and Conditions.

9.10. Community Outreach

A. Contractor shall implement any community outreach plans at their own cost.

B. Contractor shall provide a multi-lingual website, a call center, and a mobile application customer interface that is available 24 hours a day, 7 days a week.

C. Contractor shall conduct at least one safety event per month during the calendar months of April, May, June, July, August, September, and October.

D. The following qualify as outreach events:

1. Formal participation in an event hosted by a community organization, such as "tabling" and direct engagement, performing scooter demonstrations, or providing scooters for a free group ride at another organization's event.
2. Hosting and publicizing a stand-alone event or free group scooter ride.
3. Pop-up engagement in which staff engage passersby, providing written literature or promotional items, information on low-income access, the opportunity to test ride a device and information on proper rules of safe operation in Milwaukee.
4. Other creative approaches to supporting existing community efforts.
5. The Commissioner of Public Works may, in their sole discretion, decline to count any reported event that does not adhere to the standards outlined in this Rule towards the total event requirement. If Contractor is unsure that a planned event qualifies as an educational and outreach event under this Rule, Contractor may seek a pre-approval for the event, provided at least 7 days' notice is issued to the Commissioner of Public Works.

9.11. Data Sharing

A. Contractor shall comply with applicable federal, state, and local data privacy laws to protect the privacy of any personal information they receive.

B. Mobility Data Specification (MDS).

1. Contractor shall fully comply with MDS and provide the City of Milwaukee, and City of Milwaukee contractors, with full access to MDS feeds.

2. Contractor shall adhere to the latest specification, available at: https://github.com/openmobilityfoundation/mobility-data-specification

3. Contractor shall differentiate seated and non-seated scooters within their MDS feeds.

C. General Bikeshare Feed Specification (GBFS).

1. Contractor shall fully comply with GBFS and provide the City of Milwaukee, and City of Milwaukee contractors, with full access to GBFS feeds.

2. Contractor shall adhere to the latest specification, available at: https://github.com/NABSA/gbfs

D. Contractor shall provide the City of Milwaukee with at least 30 days' notice by electronic mail of any changes to either MDS or GBFS API endpoint.

E. The City of Milwaukee may require Contractor to distribute surveys to its users.

F. Contractor shall anonymize all data shared with the City of Milwaukee or any authorized third-party contractor of the City of Milwaukee.

9.12 Reporting

A. Contractor shall attend a minimum of one coordination meeting per month with Department of Public Works staff.

B. Contractor shall submit the data reporting spreadsheet in Attachment B by the 10th business day of each calendar month in which Contractor has deployed dockless scooters.

C. Contractor shall submit other reports as reasonably requested by the Commissioner of Public Works.

10. Enforcement

A. For breach of certain contractual requirements, Contractor shall be subject to liquidated damages (colloquially: "fines"), as expressed in the following table:

	Days in Violation 0-7	Days in Violation 8-14	Days in Violation 15-31
Minimum citywide fleet (less than 95%)	$0 /day	$50 /day	$100 /day
Max citywide fleet deployment (more than 105%)	$0 /day	$100 /day	$200 /day
5% of deployed fleet are seated devices	$0 /day	$25 /day	$50 /day

Min. zone deployment share (per zone*)	$0 /day	$20 /day	$40 /day
Max zone deployment share (per zone*)	$0 /day	$50 /day	$100 /day
More than 40 unused vehicles citywide	$0 /day	$25 /day /vehicle	$50 /day /vehicle

B. Fines will be billed to Contractor on a monthly basis.

C. If City does not assess a fine for any particular violation, it does not constitute a waiver or approval of that violation.

Signatures

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed for and on their respective behalf as of the dates hereinafter set forth. THIS AGREEMENT INCLUDES CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY.

CITY OF MILWAUKEE, a municipal corporation:

By: _____

Title: Commissioner of Public Works

Date: _____

CONTRACTOR, [INSERT]:

By: _____

Title: _____

Date: _____

PLEASE NOTE: CORPORATIONS MUST COMPLETE THE FOLLOWING:

(Someone other than the individual who executed this Agreement must certify the following):

I, (Print name) _____, certify that I am the (Print title) _____ _____ of the Contractor named herein; that (Print signatory of Contract) _____, who executed this Agreement on behalf of the Contractor was then (Official capacity of signatory) _____ of said corporation, and in said capacity, duly signed said Agreement for and on behalf of said corporation, being authorized so to do under its bylaws or is authorized so to do by action of its constituted board, all of which is within the scope of its corporate powers.

By: _____

Dated at (Location) _____ this ___ day of _____, 20____.