

CITY COMMISSION AGENDA MEMO
July 26, 2021

FROM: Jared Wasinger, Assistant to the City Manager

MEETING: August 3, 2021

SUBJECT: Renew Agreement with LINK, Inc., to Access Public Rights-Of-Way for Micromobility Services

PRESENTER: Jared Wasinger, Assistant to the City Manager

BACKGROUND

On [October 1, 2019](#), the City Commission approved the 2019 Standard Traffic Ordinance (STO) mirroring state law, which allows e-scooters to be ridden on public streets, as well as the adherence to the same traffic regulations as bicycles set forth by state and local laws, with the exception that it is unlawful to ride e-scooters on any interstate, federal or state highway within the city (which include Tuttle Creek Boulevard, Fort Riley Boulevard, Seth Child Road, and East Poyntz Avenue).

On [October 1, 2019](#), the City Commission also approved Ordinance No. 7449 related to uses not addressed in the STO, such as micromobility devices (i.e. e-bikes and e-scooters) on City property and the regulation of micromobility network companies (MNC) upon City property.

On [October 1, 2019](#), the City Commission also authorized City Administration work toward a selection process for a Micromobility Network Company (MNC) to provide e-scooter services to the community. Due to the complexities of conducting a joint Request for Proposals (RFP) with Kansas State University, the City Commission provided feedback during a briefing session in November 2019 to have K-State move forward with the formal RFP process and allow a member of City Staff, the City Commission, and Riley County Police Department (RCPD) to serve as ex-officio members on the selection committee to provide input and feedback from a City perspective in the event the awarded MNC approached the City request access to the public ROW.

On December 10, 2019, Kansas State University issued a Request for Proposals to micromobility network companies (MNC) seeking E-Scooter services. The RFP closed on January 21, 2020. K-State received six submittals. A selection committee comprised of representatives from the KSU Division of Parking, Student Governing Association, Faculty Senate, K-State Athletics, Purchasing, President's Office, Riley County Police Department (RCPD), and the City narrowed the submittals down to three finalists (Lime, Bird and

LINK Scooters) and conducted interviews with the following MNC’s through the weeks of February 10th -21st. On February 21st, the K-State selection committee recommended awarding the e-scooter contract to LINK, of Boston, Massachusetts. The selection committee found LINK scooters, geofencing technology, and advanced maintenance technologies, to be superior to other proposals, as well as their comprehensive approach to fleet management. LINK provided a written request to the City Commission following selection from the University to provide e-scooter services on city streets, sidewalks, and rights-of-way.

On [March 3, 2020](#), the City Commission accepted the request from LINK, to operate LINK micromobility devices in the city of Manhattan based on the recommendation and intent to award from Kansas State University, and authorized City Administration to negotiate an agreement with Zagster.

On [June 16, 2020](#), the City Commission authorized City Administration to finalize and the Mayor and City Clerk to execute an agreement for the operation of LINK E-Scooters in Manhattan. The agreement was for 12 months and went into effect on August 10, 2020. LINK launched their e-scooter program on August 15, 2020.

DISCUSSION

During the first contract year, total rides exceeded 125,000 trips, generating approximately \$31,000 in revenue.

Month	Avg. Scooters Available Daily	Total Rides Per Month	Avg. Trips per Scooter	Revenue
Aug. 15-31, 2020	133	22,617	11	\$5,654
September 2020	419	29,637	2.35	\$7,409
October 2020	318	18,739	1.9	\$4,684
November 2020	252	9,293	1.23	\$2,323
December 2020	211	2,990	0.46	\$747
January 2021	214	2,008	0.3	\$502
February 2021	138	2,142	0.55	\$535
March 2021	215	6,882	1.03	\$1,720
April 2021	247	8,302	1.12	\$2,075
May 2021	243	9,117	1.21	\$2,279
June 2021	234	7,345	1.06	\$1,836
July 2021 (<i>Est.</i>)*	225	7,032	1.15	
TOTAL*	-	126,095	-	\$31,072

After discussions with LINK, parties have agreed to renew its agreement for 3 years. No major changes to provisions of the agreement have occurred. The agreement still allows for the City to terminate the agreement within 30 days’ notice at any time or pursue

renegotiating the agreement. Kansas State University has renewed their agreement with LINK for 3 years as well.

FINANCING

LINK has agreed to maintain the following revenue sharing provision with the City (as outlined in the existing and renewed agreement) and the University:

- For each ride that is generated on City property, LINK will pay the City \$0.25 per ride, per scooter (City Agreement).
- For each ride that is generated on campus/University Property, LINK will pay the University \$0.25 per ride, per scooter (University Agreement).

City and University officials have agreed to deposit all revenue-shares through the LINK agreement into the City-University Fund.

In the first year of the program/agreement, the revenue share has generated approximately \$31,000. Link officials anticipate increased ridership in 2021/2022 with COVID restrictions relaxed and K-State hopefully back to full, in-person capacity.

ALTERNATIVES

It appears the Commission has the following alternatives concerning the issue at hand. The Commission may:

1. Authorize the Mayor and City Clerk to execute an agreement with LINK YOUR CITY, Inc., of Cambridge, Massachusetts, for the operation as a micromobility network company on city streets, sidewalks and rights-of-way.
2. Deny the request.
3. Table the item and provide further direction to City Administration.

RECOMMENDATION

Authorize the Mayor and City Clerk to execute an agreement with LINK YOUR CITY, Inc., of Cambridge, Massachusetts, for the operation as a micromobility network company on city streets, sidewalks and rights-of-way.

POSSIBLE MOTION

Authorize the Mayor and City Clerk to execute an agreement with LINK YOUR CITY, Inc., of Cambridge, Massachusetts, for the operation as a micromobility network company on city streets, sidewalks and rights-of-way.

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JW

Enclosure:

1. Micro Mobility Management Contract

MICRO MOBILITY MANAGEMENT CONTRACT

This Micro-Mobility Management Agreement (this “Agreement”), effective as of August ____, 2021 (the “Effective Date”), is entered into by and between Superpedestrian, Inc., a Delaware corporation (“OPERATOR”) and the CITY of Manhattan, Kansas (“CITY”).

Whereas, OPERATOR operates e-scooter sharing programs that utilize a dockless or docked micro-mobility share system that enables GPS, cellphone connectivity, and self-locking technology to allow the e-scooter devices to be locked and unlocked by users with an app and tracked (collectively, the “E-Mobility Services”); and

Whereas, OPERATOR is considered a “micromobility network company” and OPERATOR’S e-scooter devices are considered “micromobility devices” for the purposes of CITY’s Code of Ordinances Sec. 31-181.

Whereas, for purposes of this Agreement, an “electric-assisted scooter” (“e-scooter”) is a self-propelled vehicle that has at least two wheels in contact with the ground, an electric motor, handlebars, a brake and a deck that is designed to be stood upon when riding.

Whereas, OPERATOR has entered into, or will enter into, an exclusive agreement with Kansas State University to provide the Services to the University.

Whereas, CITY now wishes to engage OPERATOR, and OPERATOR has agreed to provide the Services to the CITY on the CITY’s rights-of-way (“ROW”) on the terms and conditions set forth herein.

Whereas, CITY also wishes to engage OPERATOR, and OPERATOR has agreed to provide the Services to the CITY on CITY parks, recreation, and open space areas on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, CITY and OPERATOR hereby agree as follows:

1. Term of Agreement. This Agreement is effective as of the Effective Date, and unless terminated earlier in accordance herewith, will continue for a period of 36 months from the date which OPERATOR implements the E-Mobility Services. OPERATOR is required to obtain all applicable licenses from City relating to e-scooters and pay all applicable licensing and administrative fees.
2. Compliance with Law and Policy. OPERATOR agrees to provide the Services in accordance with all CITY policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes. CITY may terminate this Agreement at any time if CITY determines, at its sole discretion, that any of its provisions, or any activities of OPERATOR contemplated hereunder constitutes a violation of any applicable laws, rules, regulations or bylaws and CITY shall not be subject to liability for said termination.

OPERATOR will use commercially reasonable efforts to educate end users of all applicable CITY policies, rules, and practices, including:

- 2.1. E-scooters will not be allowed to operate on any sidewalks, plazas, parking garages, or parking lots in areas zoned as C-3 or C-4.
 - 2.2. E-scooters when operated on sidewalks outside of C-3 or C-4 zones will not be allowed to operate at a speed above 15 mph.
 - 2.3. E-scooters shall be parked on street side curbing, where not otherwise prohibited, in racks approved by the city, or designated areas approved by the city, for parking e-scooters.
 - 2.4. E-scooters shall not be parked in areas that have been designated by the parties as e-scooter no parking zones.
 - 2.5. E-scooters operated or parked in parks, recreation, or open space areas shall comply with City Code Sec. 23-89.
3. Fees. OPERATOR shall pay CITY \$0.25 per trip per e-scooter. OPERATOR shall pay the CITY on the 15th of following month of every trip. Any adjustment to this rate must be done by mutual written agreement with CITY.
4. Insurance. OPERATOR must procure and maintain, at OPERATOR's expense, during the period of Agreement, the insurance described herein. Insurance must be with a company or companies qualified to do business in Kansas, as acceptable to CITY, and written on the standard approved certification forms. **All liability insurance policies will name CITY as additional insured on a primary and non-contributory basis with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of OPERATOR, its agents, representatives, employees, contractors, invitees, and customers.** All policies will include a **waiver of subrogation** in favor of the CITY and provide a 30 day notice of cancellation or non-renewal to the CITY. OPERATOR must furnish certificates of insurance to CITY in the following minimum limits upon execution of this Agreement:
- 4.1. Comprehensive General Liability Insurance. OPERATOR shall maintain comprehensive general liability insurance with limits not less than \$5 million for each occurrence involving bodily injury and property damage, a general aggregate of \$5 million, and products-completed operation aggregate of \$5 million. Such coverage must include premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
 - 4.2. Worker's Compensation Insurance. OPERATOR shall maintain worker's compensation insurance as required by Kansas law.
5. Indemnification. OPERATOR shall defend, indemnify, and hold harmless CITY and any of its officials, officers, employees, and agents from and against any and all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by OPERATOR, OPERATOR's employees, agents, contractors, subcontractors, or others for whom OPERATOR is legally liable, regardless of whether or not

caused in part by any act or omission of CITY, its officials, officers, employees, and agents. Under no circumstance shall CITY be liable to users of OPERATOR's property, including, without limitation the e-scooters. OPERATOR's contracts with its contractors and subcontractors shall require such persons or entities to defend, indemnify, and hold harmless CITY and any of its officials, officers, employees or agents to the same extent that OPERATOR is required by this Section to defend, indemnify, and hold harmless CITY and any of its officials, officers, employees or agents.

6. Condition of approved areas of operation. CITY makes its ROW and parks, recreation, and open space areas available to OPERATOR in an "AS IS" condition. CITY makes no representations or warranties concerning the condition of its ROW or parks, recreation, and open space areas or its suitability for use by OPERATOR or OPERATOR's customers, and CITY assumes no duty to warn either OPERATOR or OPERATOR's customers concerning conditions that exist now or may arise in the future.
7. Damage to E-scooters or Other OPERATOR Property. CITY assumes no liability for loss or damage to the e-scooters or any other OPERATOR property. OPERATOR agrees that CITY is not responsible for providing security at any location where the e-scooters are stored or located, and OPERATOR hereby waives any and all claims against CITY in the event OPERATOR's e-scooters or other property are lost or damaged.
8. User Release. OPERATOR agrees to require, as a condition of use of the e-scooters, each user to execute a release of all claims against CITY in a form approved by CITY.
9. License.
 - 9.1. Use License. As of the Effective Date, CITY grants to OPERATOR a revocable license to use agreed upon specifically designated areas of CITY ROW and agreed upon specifically designated CITY parks, recreation, and open space areas, as determined by CITY, to operate the Electric-Assisted Scooter Sharing System. CITY further grants to OPERATOR and its end users of the e-scooters a royalty-free, fully-paid license to secure, lock and/or park OPERATOR-provided e-scooters on or to any legally permissible e-scooter parking on the ROW and parks, recreation, and open space areas as determined by CITY. OPERATOR understands that CITY parks, recreation, and open space areas have varying rules and regulations depending on the location and will comply with said rules and regulations.
 - 9.2. Maintenance License. CITY further grants to OPERATOR a royalty-free, fully-paid license to access specifically designated areas of CITY ROW and specifically designated CITY parks, recreation, and open space areas during normal operating hours or as otherwise agreed in writing or as CITY may request, to provide the Services, including without limitation, maintenance on the e-scooters and related signage and equipment, if any, as allowed within this agreement.
10. Consideration; No Cost to CITY. In consideration of OPERATOR's right to use/establish an e-scooter program on the CITY ROW and in parks, recreation, and open space areas,

OPERATOR hereby provides its e-scooters to customers with no cost to CITY. OPERATOR shall charge its customers for use of the e-scooters. OPERATOR agrees that the e-scooters and associated services shall be operated at the OPERATOR's sole cost and expense and that CITY shall not be responsible for any costs or expenses related to the E-Scooter Program, including, but not limited to, repair and maintenance of the e-scooters, parking infrastructures, signage, advertising, education materials, and other program costs.

11. No Damages for CITY Delay. Should CITY be prevented or enjoined from proceeding with the start of the license to use ROW or parks, recreation, or open space areas before or after contract execution by reason of any litigation or other reason beyond the control of CITY, OPERATOR shall not be entitled to make or assert any claim for damage by reason of said delay.
12. Retention of Records. Unless CITY specifies in writing a different period of time, the OPERATOR agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract. a. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, even if the litigation exceeds five (5) years. b. The OPERATOR agrees that authorized federal and state representatives, including but not limited to, CITY personnel and independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine OPERATOR's records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be made promptly and at no cost to CITY.
13. Data and Other CITY Property. OPERATOR must agree to return any or all data furnished by CITY promptly at the request of CITY in whatever form it is maintained by OPERATOR. On the termination or expiration of this contract, OPERATOR will not use any of such data or any material derived from the data for any purpose and, where so instructed by CITY, will destroy or render it unreadable.
14. Subcontractors. The OPERATOR shall be the sole source of contact for the contract.. The OPERATOR is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
15. Assignment. The OPERATOR shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the CITY.
16. Termination.
 - 16.1 Notwithstanding the right to immediate termination provided in Section 16.2, CITY may terminate the Agreement without limitation, upon the provision of thirty (30) days written notice to OPERATOR.
 - 16.2 In addition to the other termination rights set forth in this Agreement, the CITY may terminate this Agreement upon written notice to OPERATOR, and such termination shall

be effective three (3) calendar days from the date of delivery of such notice, should any of the following occur:

- 16.2.1 If interdependent contract with Kansas State University is established and OPERATOR fails to maintain an agreement with Kansas State University which allows the use of e-scooters on campus in the same form and fashion as is permitted hereunder;
- 16.2.2 OPERATOR becomes insolvent or files for bankruptcy;
- 16.2.3 OPERATOR fails to deliver the Services within the time specified by this Agreement or any written extension;
- 16.2.4 OPERATOR breaches of any other term of this Agreement and OPERATOR fails to cure such breach within five (5) business days of receipt of notice of such breach; or
- 16.2.5 In CITY's sole discretion, the E-scooter Program provided by OPERATOR creates a risk to the health and safety of CITY or the CITY community including, but not limited to students, staff, or visitors.
- 16.2.6 OPERATOR continues and consistently breaches the obligations outlined in Exhibit A-1 after CITY delivers written notice to OPERATOR reasonably detailing the breach.

16.3 OPERATOR shall collect and remove all e-scooters and any other of its equipment or items located on the CITY ROW, parks, recreation, and open space areas, or any other CITY property where e-scooters may be located within the city limits of Manhattan, Kansas within thirty (30) days of any termination or expiration of this Agreement. Failure to remove all e-scooters and any other of equipment or items will result in OPERATOR reimbursing CITY for costs, including staff time, for any such removal.

17. Rights and Remedies. If this contract is terminated, CITY, in addition to any other rights provided for in this contract, may require the OPERATOR to transfer title and deliver to CITY in the manner and to the extent directed, any gathered information, and substantially completed analyses, reports, and other completed materials. The rights and remedies of CITY provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

18. Rebalancing, Relocating, Removing and Impounding E-Scooters. During the hours of 7:00 am to 8:00 pm (U.S. Central Time), OPERATOR shall be actively engaged in finding and righting e-scooters that are misplaced, damaged, inoperable, unsafe, parked improperly, tipped over, that are otherwise not in compliance with this Agreement, or that are interfering with pedestrian, bicycle or vehicle travel or safety; and responding to notices received of any such conditions.

18.1 OPERATOR shall respond and remedy the e-scooter's condition and/or remove the e-scooter from service within two (2) hours of either identifying such conditions of its own accord, or of receiving notices. For purposes of this Agreement, "notice" means a communication from CITY or any other person to an agreed-upon email address designated by OPERATOR. Said notice must contain, at a minimum, (a) the e-scooter

ID number, (b) an identifiable address or location of the e-scooter, and (3) a picture of the e-scooter in question. OPERATOR agrees to respond to any notice received by OPERATOR after 8:00 pm no later than 10:00 am the next calendar day and remedy the e-scooter's condition within such time. In the event an e-scooter's condition is not remedied within the timeframe specified herein, such e-scooters may be relocated; re-parked; or removed by CITY personnel and taken to a CITY facility for impoundment.

18.2 Notwithstanding the notice set forth in this Section, e-scooters may be relocated, re-parked, or removed by law enforcement or CITY personnel immediately, without prior notice to the OPERATOR, if the e-scooter is blocking pedestrian travel or presenting a traffic or safety hazard. The law enforcement or CITY personnel may relocate; re-park; or remove the e-scooter and take it to a CITY facility for impoundment.

18.3 CITY shall notify OPERATOR in the manner described in Section 18.1 within two (2) business days of impoundment of the e-scooter. The CITY shall assess an impoundment fee at the rate of \$50 per e-scooter per seven (7) calendar days of storage. CITY shall submit an invoice to OPERATOR for impoundment fees incurred in the prior month, if such fees are incurred. Such invoice shall be paid within thirty (30) days of its issuance. Failure to timely pay any storage or impound fees may result in termination of this agreement.

18.4 If OPERATOR does not reclaim an impounded e-scooter within thirty (30) days after being given notice of its impoundment, the e-scooter will be considered abandoned and become CITY property. The CITY may then, at its option, sell, keep or dispose of the e-scooter, and OPERATOR will reimburse CITY for any costs, including staff time, for such option.

19. Maintenance and Operations. OPERATOR will follow the maintenance, replacement, and operation obligations for e-scooters listed in Exhibit A-1.

20. Publicity. OPERATOR may release a press release announcing the parties' relationship hereunder with the prior consent of CITY, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval in each instance. CITY must first expressly approve in writing any and all proposed uses of CITY's name, logos, trademarks and service marks (i) to create marketing and advertising materials for CITY to use to promote the service to its employees, and (ii) on OPERATOR's customer list which will be displayed on OPERATOR's website and in other publications. Each party consenting to use of its marks hereunder shall remain the sole and exclusive owner of all right, title and interest in and to its marks and the goodwill associated therewith. Upon termination of this Agreement, such use of the other party's marks shall immediately cease.

21. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or in any manner have

agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

22. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
23. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
24. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and amends and restated in its entirety the Initial Agreement.
25. Governing Law. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Kansas. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Riley County, Kansas.
26. Non-Discrimination. OPERATOR agrees to comply with all applicable city, state, and federal anti-discrimination laws. OPERATOR also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to comply with the Manhattan Declaration of Policy (City Code Sec. 10.1, et seq.); and (c) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer."
27. Severability. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.
28. Remedies. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity.
29. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to OPERATOR, Inc.:
LINK YOUR CITY, INC.

If to CITY:

Government Partnerships Team
84 Hamilton Street
Cambridge, MA 02139
Attention: Zach Williams
Email: strategy@superpedestrian.com

City of Manhattan, Kansas
1101 Poyntz Avenue
Manhattan, KS 66502
Attention: Jared Wasinger
Email: wasinger@cityofmhc.com

With a copy to:
Legal Department
legal@superpedestrian.com

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

30. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO OPERATOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

SUPERPEDESTRIAN, INC.

DocuSigned by:

William Knapp

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William Knapp, Chief Operating Officer

July 28, 2021 | 6:27 PM EDT

CITY OF MANHATTAN, KANSAS

Wynn Butler, Mayor

Brenda K. Wolf, CMC, City Clerk

Exhibit A-1

E-scooter Services and Obligations Details

A. E-Scooter Provider: LINK

1. OPERATOR will notify CITY, in writing, the e-scooter provider's intent to terminate operations at least 90 days prior to termination.

B. Fleet Size:

1. OPERATOR will include a maximum of 750 e-scooters on CITY ROW and parks, recreation, and open space areas at any given time (the "Target Fleet Size"). The Target Fleet Size may increase upon mutual written agreement between the OPERATOR and CITY. For purposes of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement to increase fleet size. OPERATOR will use commercially best efforts to ensure that the total number of e-scooters on CITY ROW and parks, recreation, and open space areas does not exceed the Target Fleet Size at any given time, including, but not limited to, daily rebalancing of e-scooters.

C. Hours of operation:

1. E-scooters will be rentable between 7:00 am – 11:00 pm (U.S. Central Time). OPERATOR will collaborate with the CITY before making any changes to the hours of operation, which must be agreed upon in writing prior to such change. For purposes of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement to change hours of operation.

D. Planning, Implementation, and Marketing:

1. Planning:

- a. OPERATOR will provide a detailed operations timeline which includes, but is not limited to, hiring of staff to include Operations Manager, planned marketing efforts throughout the community, safety events that provide helmet giveaways, events to attend for information/demonstration sessions, a walk-through of CITY ROW and parks, recreation, and open space areas with a CITY representative to determine best staging/parking areas and how those will be identified.

2. Implementation:

- a. OPERATOR will identify the number of local OPERATOR staff members on CITY ROW and parks, recreation, and open space areas, including members of upper management of OPERATOR, if any.
- b. OPERATOR will provide to a CITY representative an employee schedule outlining what typical coverage will be during operating hours.
- c. OPERATOR will coordinate meetings between the Operations Manager and

CITY on a monthly, or as needed basis.

3. Marketing:

- a. OPERATOR will implement and market a community outreach plan, at its own costs, and promote the use of e-scooters in the City of Manhattan, including e-scooter operation and safe riding, parking, and all applicable city ordinances related to the use of e-scooters. OPERATOR will coordinate marketing materials in conjunction with KSU, Green Apple Bikes, and the CITY to develop a comprehensive and unified marketing plan. Any signs, advertisements, sponsorships, or promotions within CITY parks, recreation, or open space areas must comply with CITY ordinances and policies, including but not limited to Resolution No. 030717-A.

E. Parking Areas:

1. OPERATOR will work with CITY to establish Preferred Parking Zones for e-scooter operation. OPERATOR will use commercially best efforts to guide customers to park LINK e-scooters in Preferred Parking Zones, which includes, but is not limited to, advertising Preferred Parking Zones in the LINK mobile app. The locations of Preferred Parking Zones are subject to change based on the CITY'S determination and written notice of seven (7) business days. For purposes of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement.
2. OPERATOR may choose to provide parking decals and signage at mutually agreed locations. OPERATOR may obtain third party sponsors for the signage and retain all revenue collected therefrom. OPERATOR will submit designs of any anticipated decals or signage for CITY's approval prior to installation, not to be unreasonably withheld. OPERATOR shall be solely be responsible for installation and maintenance of any decals or signage.
3. The CITY regulates and restricts advertising upon and within City parks, recreation, and open space areas. The governing body has authorized posting of signs incidental to the provision of public services in CITY parks, recreation, and open space areas pursuant to the requirements established in City Policy Manual Resolution No. 030717-A. Any decals, signage, or sponsorships must comply with Resolution No. 030717-A and other applicable City ordinances. The City maintains the sole discretion to modify or deny a request for the installation and placement of any attached or sign, pursuant to this Agreement and to City Policy Manual Resolution No. 030717-A.

F. Geofencing.

1. OPERATOR will work with the CITY to establish agreed upon geo-fencing and other special zones for e-scooter operation, including, at minimum, the zones depicted in Exhibit A-2. Select zones will regulate speed automatically once a rider enters that zone. The locations of such zones are subject to change based on City's determination and written notice of seven (7) business days. For purposes

of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement.

G. Maintenance:

1. OPERATOR shall maintain all e-scooters in good mechanical working order. Items such as, but not limited to, inoperable headlight or tail lights, faulty brakes, dead battery, bent or broken handlebars, or bent kickstand shall deem the e-scooters to not be in good mechanical working order. In the event a safety or maintenance issue is reported for a specific device, that e-scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe e-scooter shall be repaired before it is put back into service.
2. OPERATOR will pick up or swap a battery, charge and perform a safety check on each e-scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the e-scooter, as quickly as operationally and commercially feasible.
3. OPERATOR will collect, charge, perform a safety check on, and redeploy each e-scooter in the fleet at least once a week.

H. Rebalancing:

1. OPERATOR will rebalance e-scooters at least once per day.

I. Customer Service:

1. OPERATOR shall properly mark all e-scooters with the OPERATOR company name and appropriate OPERATOR company contact information, which will be easily visible, and include a toll-free number and email address on each e-scooter for any person to make relocation requests or to report any other issue with OPERATOR'S e-scooters or other property.
2. OPERATOR shall maintain twenty-four (24) hour customer service for users to report safety concerns, complaints, or to ask questions.
3. OPERATOR will maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four (24) hours a day, seven (7) days a week. Such website and customer service call center shall be fully accessible and compliant with the Americans with Disabilities Act.

J. Customer Fees:

1. OPERATOR shall set the fee schedule for all fees charged to customer in a manner consistent with industry best practices. OPERATOR shall provide notice to CITY of the fee schedule that will be implemented. OPERATOR shall provide reasonable notice to CITY of any subsequent changes to the fee schedule and will collaborate with CITY to educate customers of such changes prior to implementation.

K. User Penalty:

1. OPERATOR shall have the right to suspend or expel a user from the service if a user repeatedly engage in unsafe behavior and/or violates CITY rules, regulation, or policies. OPERATOR shall also have the right to implement a penalty fee for parking e-scooters outside CITY-approved locations and will collaborate with the CITY prior to implementation any such fees.

L. Data Sharing and Reporting Requirements:

1. OPERATOR will provide CITY access to monthly reports which provide data on number of trips, number of LINK users, ride start-time/end-time, start/end locations, route information, trip distance, and service inventory (active e-scooters/e-scooters in service). OPERATOR will also provide the CITY access to a data stream though an Application Programming Interface (API) to create a data dashboard of LINK Scooter usage, or provide a data dashboard through integration with a third-party mobility data dashboard vendor of CITY's choosing. OPERATOR is not responsible for any fees charged to CITY by any such third-party dashboard provider.
2. CITY reserves the right to request in writing additional data deemed necessary to fully evaluate OPERATOR's compliance with this Agreement and the benefit of the e-scooter sharing system. OPERATOR will use commercially best efforts to comply with such requests.

Exhibit A-2

Geo-fencing and Preferred Parking Zones