

# ***WHEELS UP!***

**CSU SACRAMENTO**

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# “Wheels” CSUS Policy Update 2019

- Covers Bikes, Scooters and Skateboards (motorized or not)
- E- Scooters and E-skateboards and Hoverboards BANNED on campus
- E-scooters can get access if vendor has an agreement with University
- **No personal wheeled devices (scooters, skateboards, bikes) in “Campus Pedestrian Zone”**
- **Exempt: all accessibility mobility devices, PD, Service Carts, Vehicles**
- E- Scooters can be impounded
- Infractions can be cited by PD
- Policy and Operating Procedure

# Motorized Scooters Are:

USEFUL –

“MICRO-MOBILITY”

“LAST MILE”

“TRANSPORTATION DESERTS”

CHEAP, EASY, “GREEN” TRANSPORTATION

FUN, COOL, EXCITING, YOUTH ORIENTED



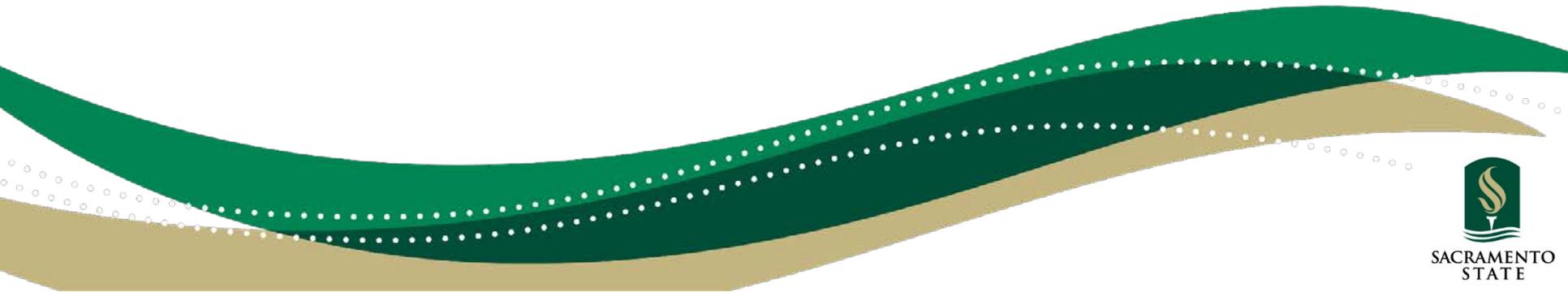
**DANGEROUS TO RIDERS, PEDESTRIANS, BICYCLISTS and DRIVERS  
AND POTENTIALLY COSTLY TO THE UNIVERSITY**



## **CITY OF SACRAMENTO APPROVES ALL VENDORS**

**CURRENTLY APPROVED: JUMP, LIME**

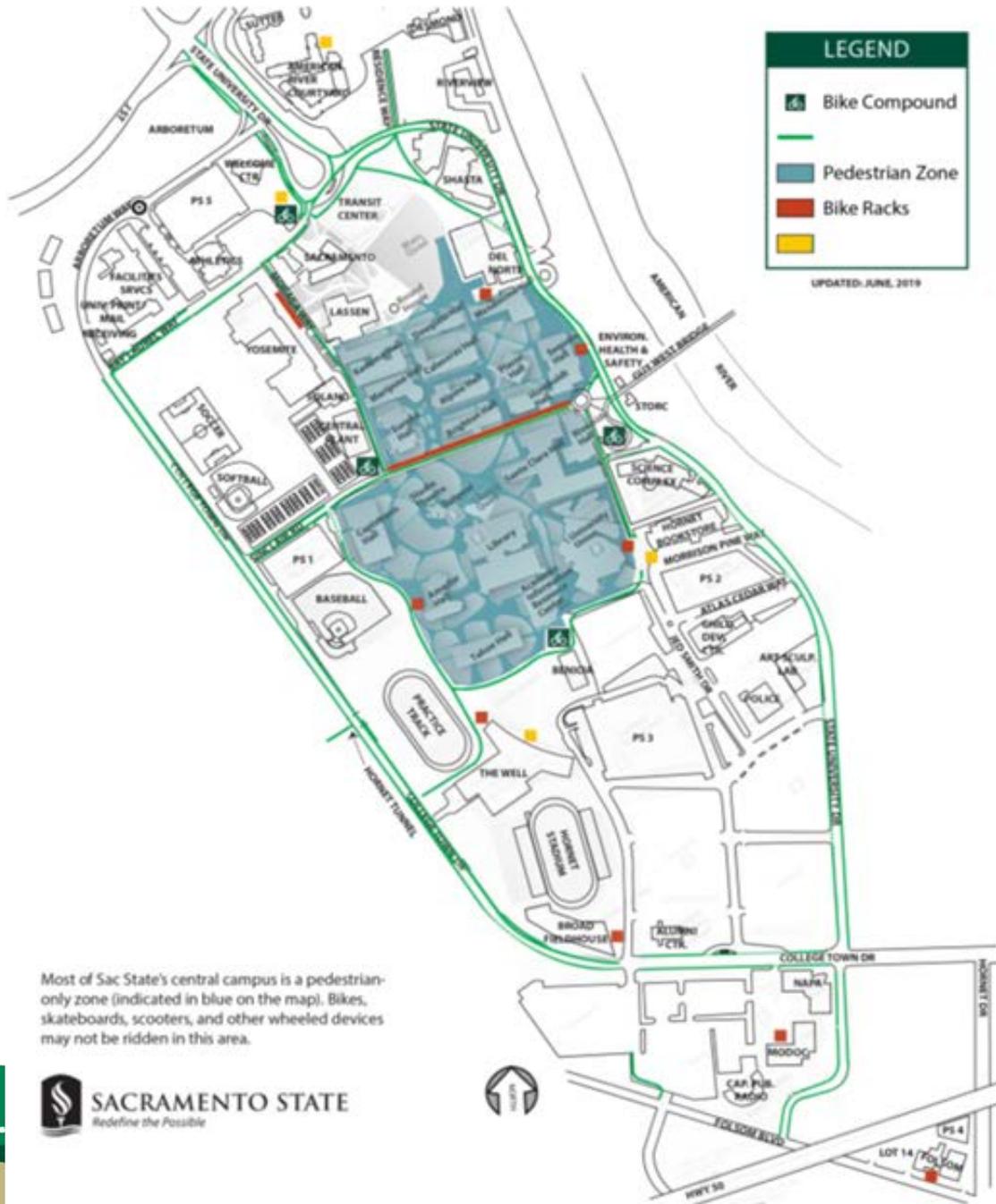
**PENDING: BIRD, SPIN, LYFT**



# Current State

- Contracts being negotiated with E-Scooter companies
  - pilot programs first
- Outreach to campus community
  - Do's and Don'ts for Wheels, and E-Scooters
  - Coordination with ASI
  - Beginning Semester Signage and Awareness
  - Student APP
- Physical changes – painting red stripes on paths
- Enforcement – warnings, citations and impounding





Most of Sac State's central campus is a pedestrian-only zone (indicated in blue on the map). Bikes, skateboards, scooters, and other wheeled devices may not be ridden in this area.



# Fall 2019 Outreach programs

- “NO WHEELS” SIGNAGE
- USER MAP
- QR code on signage to link to policy
- REPORTS: Program was effective

MESSAGE: Respect fellow students right to walk without fear in pedestrian zone

MESSAGE: Wheeled device are OK on the GREEN LINE and other Shared Pathways

MESSSAGE: Park in the right place

MESSAGE: Ride Safely



# Contracts with Scooter companies

- Impoundment is our only leverage, but several companies have voluntarily come to the table (competition!)
- Must be approved by City of Sacramento
- Working with Companies
  - Geo-fencing
  - Parking and Staging
  - Inclusion
  - Insurance and liability issues
  - Funded infrastructure like branded parking or charging stations
  - Maintenance requirements
  - User Data
  - Enhanced Safety Training and Helmet programs
  - Preventing “juicing” especially in housing

# Contracts with Scooter Companies

## PERMIT TO OPERATE BY CITY OF SACRAMENTO

- The VENDOR must have a valid permit to operate in the City of Sacramento for the time period for which there is an agreement with the UNIVERSITY as a prerequisite for entering into an agreement with the UNIVERSITY.
- If the permit to operate in Sacramento is revoked or expires, or any reason, any agreement between the VENDOR and the UNIVERSITY is immediately terminated.
- There is no connection between the City of Sacramento and the UNIVERSITY and the acquisition of a valid permit to operate in the City does not automatically confer an exemption to the UNIVERSITY policy prohibiting access to the UNIVERSITY.

# Contracts with Scooter Companies

## GEOFENCING

- The VENDOR agrees that all motorized scooters under their brand that are accessible in the City of Sacramento or on the University Campus are subject to “geo-fencing” 24 hours a day, seven days a week.
- Geo-fencing is defined here as the VENDOR using GPS technology to identify the location of any specific motorized scooter so that when it crosses a boundary identified here, the motorized scooter cannot operate at a speed above 7.3 feet per second (5 mph).
- The UNIVERSITY boundary is designated on the map (FIGURE 1) as the NO BIKE RIDING ZONE.
- The UNIVERSITY recognizes that this boundary is not a precision line, but is generally acceptable within 20 feet.
- The University also recognizes that during the course of an agreement, adjustments to the Geo-fence boundaries may be desired for improved service to the campus community.
- At any time, the GEO-fence boundary can be negotiated, and with written agreement of both University and Vendor, a description of potential changes can be appended to an agreement.

# Contracts with Scooter companies

## PARKING MOTORIZED SCOOTERS ON UNIVERSITY CAMPUS

The VENDOR agrees that they will take tangible steps to ensure that their customers who use e-scooters under their brand who may enter the UNIVERSITY Campus shall be informed and warned of our requirement that all e-scooters must be parked in locations specified by the UNIVERSITY as “SCOOTER PARKING ZONES.”

“Bike Compounds,” which are the four locations on campus the UNIVERSITY has currently designated SCOOTER PARKING ZONES, and where VENDOR’s scooters may be parked by scooter users.

The VENDOR agrees to conduct a daily review of the GPS locations of all scooters on UNIVERSITY campus, in order to identify improperly parked or abandoned scooters, then physically remove them from improper locations and relocate them to authorized parking locations in a timely manner.

If the VENDOR has an alternative program where the effective operational result is that scooter users are highly incentivized by fees or other financial incentives to properly park scooters, the UNIVERSITY may consent to that program after review.

The UNIVERSITY agrees to allow the VENDOR physical access to the UNIVERSITY grounds in order to manage and maintain control of VENDOR’s scooters according to an access plan designed and approved by the university.

The VENDOR shall provide a contact phone number or other means of contacting the VENDOR in a timely manner so that the UNIVERSITY can request a timely service to clear scooters that are deemed in violation of this agreement or detrimental to University operations, detrimental to public safety, or detrimental for equal access.

The Vendor may place scooters on campus in addition to scooters that are brought onto campus by users. The maximum number of scooters brought onto campus by the vendor must be approved first by the UNIVERSITY.

# Contracts with Scooter Companies

## IMPOUNDING OR DISABLING SCOOTERS

- Motorized scooters under the VENDOR's brand that are locked or otherwise secured to poles, trees, rails or other objects not intended for said purpose, or abandoned in any areas on the Campus that are not designated parking locations may be disabled with a wheel lock, or impounded by the University Police, or a Police Deputy.
- The UNIVERSITY Police, or a deputized campus operations service, may at any time impound or disable any parked or abandoned scooter with the VENDOR'S brand that is found in a Pedestrian Zone location, or parked or abandoned in any other location deemed detrimental to University operations, detrimental to public safety, or detrimental for equal access.
- The University is not responsible for damage that may occur while a scooter is improperly parked or abandoned or subjected to an impounding, storage and release process, or subject to being disabled by a wheel lock.
- The UNIVERSITY shall release impounded scooters to the VENDOR at a time, place and manner of its choosing.
- The UNIVERSITY Police or Deputy may either impound the scooter or disable it with a temporary wheel lock and tag at its discretion.
- Scooters that are impounded will be returned to the VENDOR after the impound fee has been collected.
- The University may charge the VENDOR a fee commensurate with the cost of impounding the scooter.
- The VENDOR may avoid any impounding by ensuring that their scooters are not parked improperly by their Users through an incentive program, or are picked up and moved by the company to appropriate parking locations in a timely manner.



# Contracts with Scooter Companies

## SCOOTER LIGHTS AND REFLECTORS

- The VENDOR agrees that motorized scooters under their brand will be equipped with appropriate lights and reflectors as specified by CA Vehicle Code 21201(d) so that they can be legally operated after dark.



# Contracts with Scooter Companies

## PILOT PROGRAM AND EXTENSION

- The VENDOR understands any initial agreement with the UNIVERSITY, will be for a term of 6 months from the date of execution and that this initial agreement is termed a “Pilot Program.”
- The UNIVERSITY may perform an assessment of the Pilot Program that may include information the VENDOR generates under Section 8 of this addendum, and information the UNIVERSITY may generate on the program including user surveys, student association surveys, and accident and insurance reports.
- After the initial 6 month pilot period, if the VENDOR provides satisfactory services to our campus community, the agreement can be continuously renewed on an annual basis.



# Contracts with Scooter Companies

## VENDOR INVESTMENTS ON CAMPUS

- Upon annual extension of the agreement, the VENDOR may elect to invest in campus infrastructure, which can include but not be limited to branded parking racks and signage.
- If the vendor wishes to invest in infrastructure, the UNIVERSITY will provide coordination with the appropriate departments.



# Contracts with Scooter Companies

## USAGE DATA AND DATA PROTECTION

- As part of the Pilot Program assessment process, the VENDOR agrees to provide to the UNIVERSITY generalized aggregate usage data that does not identify individual users or provide any personal user information.
- This information is solely for the purpose of assessing the usage patterns to and from the UNIVERSITY for the purpose of determining appropriate Geo-fencing boundaries, appropriate paths of travel around the perimeter of campus, and the size and location of designated parking areas and other usage patterns that could improve the service to the campus community.
- The VENDOR must demonstrate that it has a program and process to provide adequate cyber- security of the personal and financial information of users from the campus community.



# Contracts with Scooter Companies

## RIDERSHIP DIVERSITY, INCLUSION AND EQUITY

- As part of the assessment of the Pilot Program, the UNIVERSITY will assess any program or non-identifiable information the VENDOR may provide to ensure that the Campus Community Users are not discriminated against in any manner, and that access to the service is not based solely on the ability to possess a credit card.
- The UNIVERSITY prefers but does not require that the VENDOR have a program to generate access to their services for members of the campus community who might otherwise have difficulty affording access to the services.
- The UNIVERSITY agrees to coordinate with the VENDOR the means and methods that would be suitable and appropriate to create and manage such a diversity, inclusion and equity process for the campus community.



# Contracts with Scooter Companies

## INDEMNITY AND INSURANCE

- The VENDOR will hold the UNIVERSITY, its officers, officials, employees, authorized representatives, agents and volunteers harmless and defend all claims against the UNIVERSITY for the following:

- (i) Known or Unknown defects in the design, manufacture, or maintenance parts of the scooters with the VENDOR'S brand.
- (ii) Known or unknown negligence in the maintenance of the VENDOR'S scooters
- (iii) Known or unknown defects with the battery or electrical systems that generate a fire or other loss.

- For the purposes of this indemnification, the Vendor shall provide and demonstrate Commercial or Comprehensive General Liability insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit, with additional insured endorsement naming: *State of California, Trustees of the California State University, California State University, Sacramento, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the "University"*.

- The VENDOR agrees that it may not initiate and file a claim against the UNIVERSITY for any losses that may arise out of the normal operation or user misuse of the VENDOR'S scooters on UNIVERSITY property.

- All use of the VENDOR'S scooters on UNIVERSITY property are subject to the VENDOR'S User Agreement between the VENDOR and the User, and the UNIVERSITY is not subject to any terms, conditions, or indemnity arising from that User agreement, and the VENDOR shall not add any language to their User Agreement that would subject the UNIVERSITY to any liability.

- The VENDOR is subject to permit by the City of Sacramento ("City"), and this agreement does not effect that permit. Should the City revoke VENDOR'S permit to operate, then this agreement is terminated immediately.



# Contracts with Scooter companies

## CONTRACTOR AND FEES

- The VENDOR agrees and stipulates it is not a contractor to the UNIVERSITY, and there is no contractual obligation for the UNIVERSITY to hold the VENDOR harmless for any claims that may arise from the operation of the VENDOR'S branded scooters on UNIVERSITY property.
- This agreement has no financial value in that the UNIVERSITY is allowing the VENDOR access to the campus without any cost or fee, and the VENDOR provides no payment to the UNIVERSITY for gaining that access.
- The VENDOR may not use the UNIVERSITY name, mark or other descriptors of the UNIVERSITY for any promotional, marketing, advertising or social media materials, printings, signs or releases without the written approval of the UNIVERSITY.

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## ***Questions?***

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