

17 January 2019

[REDACTED]

[REDACTED]

Dear [REDACTED]

Local Government Official Information and Meetings Act 1987 (LGOIMA) Request

I refer to your e-mail of 15 January 2019 requesting a copy of the Memorandum of Understanding (MOU) with Lime Scooters.

Attached is a copy of the MOU. Please note that pursuant to section 7(2)(a) of LGOIMA the contact details of the key representatives have been redacted to protect their privacy.

As some information has been withheld you are advised that you have the right to make a complaint to the Office of the Ombudsman.

Yours faithfully



Jennifer Lapham
Governance Support Officer

Memorandum of Understanding

Dated Eighteenth December 2018

PARTIES

Dunedin City Council, a local authority under the Local Government Act 2002 (**DCC**)

and

Lime Technology Limited, a duly incorporated Company, trading as "Lime" (**LIME**);

Purpose and Intent

- 1 The Parties wish to ensure the management of public places and to provide reasonable controls to protect the health and safety of and the public from nuisance, while meeting customer expectations and supporting the wider transport objectives for Dunedin City.

Relationship principles

- 2 The Parties acknowledge that the following relationship principles will govern their interactions:
 - i The Parties will be collaborative, conduct their interactions with each other in a professional manner, and communicate in a way that is open and effective; and
 - ii The Parties will address any issues that arise in a timely manner and engage in discussions to resolve any issues in good faith.
 - iii The Parties will promote and endeavour to ensure the safe and convenience passage of pedestrians on the footpath

Obligations and responsibilities of LIME

- 3 In order, to uphold the purpose and intent of this Memorandum of Understanding (**MOU**), LIME agree to do or undertake the following:

Location and Placement of E-Scooters

- 3.1 At the start of each day, deploy no more than five E-Scooters in the deployment locations.
- 3.2 That neither LIME nor any of its agents will park E-Scooters, in inappropriate locations including, without limitation:
 - a) In positions that restrict footpaths to less than 1.2m width in suburban and rural areas, and 2m in the central business district – includes shops, schools, aged persons homes or facilities, hospitals, tourist attractions, bus stops, libraries.);
 - b) where they could pose a safety hazard;
 - c) where they could interfere with pedestrian access generally or access to amenities; or
 - d) any other areas identified by a Council officer, that in the Council's discretion, to be an inappropriate location;

- e) in the way of pedestrian crossing points, or the path of pedestrian traffic adjacent to those crossings
 - f) at the kerb within bus stop extents, or directly adjacent to taxi stand, mobility parking or an authorised vehicle only parking space.
- 3.3 The location and placement of the E-Scooters set out above in clause 3.1 is subject to review by the DCC within three months of signing this MOU and at three monthly intervals thereafter and may be altered at the DCC's discretion but only after discussion with LIME.
- 3.4 Will inform its users or riders of the requirements set out above in clause 3.2.
- 3.5 Will ensure that E-Scooters are removed from public places every evening of operation.
- 3.6 Where a DCC enforcement officer advises LIME that an E-Scooter is parked or left in an area which it has identified as an inappropriate location, LIME will, within a reasonable time remove the E-Scooter. Any E-scooter removed following a request from the DCC may be redeployed to a location and in accordance with the clauses 3.1 and 3.2.
- 3.7 LIME must ensure E-Scooters are effectively redistributed to avoid excessive build up in any one area and provide the DCC with a rebalancing, relocation and redistribution plan to meet the Operation and Parking KPIs set out in Appendix A.
- 3.8 To deliver on the expectations of the DCC to ensure the management of public places and the delivery of the expected support for the wider transport objectives for Dunedin City, LIME will target the Operation and Parking KPIs set out in Appendix A.

Use of E-Scooters

- 4 LIME will educate customers about safety checks, responsible riding and correct parking, including the impacts to the public of using inappropriate locations to the public.
- 5 LIME will advise riders that they can incur penalties for breaching any law, regulation, standard or applicable rule including, by way of example, unauthorised use of special vehicle lanes, or operating a vehicle inconsiderately.
- 6 LIME will advise riders that E-Scooters must not be used or ridden in a manner that is or might be dangerous to the public or to any person and that this includes use in parks and reserves.
- 7 LIME will advise riders that E-Scooters are to be used safely and carefully and that riders must be considerate to all other road and footpath users, ensuring that:
- 7.1 When on the road, users must keep as close as possible to the edge of the roadway; and
- 7.2 When on the footpath, users must:
- 7.2.1 Not ride at speeds that put other footpath users at risk; and
- 7.2.2 Always give way to pedestrians and drivers of mobility vehicles.

Safety and Maintenance

- 8 LIME will ensure that:
- 8.1 Each E-Scooter is legal and approved under standards or definitions set out by the New Zealand Transport Agency as a wheeled recreational device;
- 8.2 Each E-Scooters has:
- 8.2.1 A working bell;

- 8.2.2 A steady or flashing rear-facing red light(s) that can be seen at night from a distance of 200 metres; and
- 8.2.3 A white or yellow headlight(s) that can be seen at night from a distance of 200 metres;
- 8.3 The design, performance and assembly of each E-Scooter complies with appropriate standards; and
- 8.4 Each E-Scooter is regularly inspected and maintained to ensure it is compliant.
- 9 LIME must provide the ability for users, as well as the public, to report safety and maintenance issues with the E-Scooters. This must include a publicly displayed New Zealand contact phone number and email address on each E-Scooter.
- 10 LIME commits to meeting the Safety and Maintenance KPIs set out in Appendix B.
- 11 LIME agree to speak to or otherwise communicate with representatives of the disability or mobility sector or any other interested public service groups, whether referred to them by the DCC or not, to address any issues or concerns that these sectors may have in respect of the use and operation of LIME's E-scooters in the City.

Obligations and Responsibilities of the DCC

- 12 The DCC agrees to undertake the following:
 - 12.1 Assign and provide LIME with a key representative who may be contacted by LIME to discuss any matter to which this MOU relates;
 - 12.2 To reasonably advise LIME if any E-Scooter is seen located in breach of any condition of this MOU;
 - 12.3 Liaise with the LIME key representative about rebalancing, relocation, and redistribution plans to assist LIME meet its obligations set out in Appendix A.
 - 12.4 To refer a member of any disability or mobility sector or public interest group wishing to raise an issue or express concern in respect of the use and operation of LIME's E-scooters. Any referral shall be made at first instance to the LIME Key representative named in this MOU.

Reporting

- 12.1 LIME will provide raw non-identifiable information (Appendix C) to the Council on a monthly basis subject to Council introducing measures agreeable to LIME to protect its commercially sensitive information.
- 12.2 LIME will report monthly to the DCC on the reporting measures set out in Appendices A and B.

Confidentiality

- 13.1 In relation to all information that the Parties provide and/or receive under this MOU, the Parties agree that:
 - 13.1.1 Where a Party is providing information that it believes is confidential and/or commercially sensitive, it will advise the receiving Party, that the information is being provided on a confidential basis.
 - 13.1.2 Where a Party is receiving information provided on a confidential basis, it will not disclose that information unless:

- 13.1.2.1 the disclosure is required by law; or
 - 13.1.2.2 the information is already publicly available (other than through a breach of this clause); or
 - 12.1.2.3 the Party who provided the information has given its written consent to the disclosure;
- 13.2 The Parties acknowledge that the DCC is subject to the Local Government Official Information and Meetings Act 1987, and may disclose information relating to this MOU to the requester.
- 13.3 The Parties agree that the undertakings given in relation to the confidential information shall continue notwithstanding the termination of this MOU.

14 Key Representatives

- 14.1 The DCC nominates Simon Pickford as their representative in respect of any discussions, actions to be carried out, or decisions to be made under this MOU. The key representative's contact details are: simon.pickford@dcc.govt.nz, 03 477 4000, [REDACTED]
- 14.2 LIME nominates Matt McNeill as their representative in respect of any discussions, actions to be carried out, or decisions to be made under this MOU. The key representative's contact details are: [REDACTED]

General

- 15 The Parties acknowledge that the Privacy Act 1993 applies to their respective operations and will act to ensure compliance with this Act.
- 16 Any policy developed by LIME or the obligations upon either Party under this MOU may be superseded by requirements or obligations imposed by statute, regulation or legal process.
- 17 While this MOU is based on a spirit of collaboration, if a dispute arises, the Key Representatives of the Parties will meet and seek to resolve the dispute through good faith discussions.
- 18 Notwithstanding any other clause in this MOU, this MOU does not bind or restrict DCC as a regulatory authority, and any consent or agreement given by DCC.
- 19 Noting that this memorandum relates to roads and footpaths and other public places under DCC control only.

APPENDIX A: OPERATION AND PARKING KPIS

Operations and Parking KPIS			
Condition	Minimum Response	Reporting Measure	
Incorrectly parked or nuisance (i.e. where an E-Scooter is parked in an inappropriate location, but where it is not causing an unreasonable hazard).	Resolved within 2 hours of being notified during normal Lime operational hours.	Number of incorrect parking or nuisance issues reported per month .	
Unsafe use of e-scooters by users.	Follow up with user within 4 hours of being notified during normal LIME operational hours.	Number of complaints reported per month How the complaint was resolved or if the complaint is unresolved, the expected date of resolutions, or reason(s) why the matter is unresolved	

APPENDIX B: SAFETY AND MAINTENANCE KPIS

Safety and Maintenance KPIS			
Condition	Minimum Response	Reporting measure	
Dangerous or hazardously placed E-Scooters (e.g. on a roadway, up a tree, in a river, etc.).	Resolved within 2 hours of being notified during normal Lime operational hours.	Number of reported hazardously or dangerously placed E-Scooters per month.	
Unsafe or faulty E-Scooters (e.g. brake fault, light out, etc.).	Deactivated immediately (upon verification)	Number of reported unsafe or faulty E-Scooters per month.	
Safety inspections	Must be inspected daily.	Number of E-Scooters inspected per month.	

APPENDIX C: REPORTING INFORMATION

Reporting measure	Format	Description
Number of registered users.	Excel or CSV	Comparable from Auckland and Christchurch
Total number of rides per month.	Excel or CSV	Comparable from Auckland and Christchurch
Average distance covered per trip.	Excel or CSV	Comparable from Auckland and Christchurch
Average time of trip;	Excel or CSV	Comparable from Auckland and Christchurch
Start time of trip/ end time of trip	Excel or CSV	Comparable from Auckland and Christchurch
Overlay of deployment locations with demand "hot spots".	Excel or CSV	Comparable from Auckland and Christchurch
Heat map of use, e.g. routes.	Excel or CSV	Comparable from Auckland and Christchurch
Number of faults reported per month.	Excel or CSV	Comparable from Auckland and Christchurch

Number of incorrect parking or nuisance issues reported per month	Excel or CSV	Comparable from Auckland and Christchurch
Unsafe use reports of e-scooters with users per month	Excel or CSV	Comparable from Auckland and Christchurch

Signed for and on behalf of the **Dunedin City Council** by:)
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[Redacted Signature]

Authorised Signatory

Simon Pickford
General Manager Community Services

18/12/18

Signed for and on behalf of **Lime Technology Limited** by:

[Redacted Signature]

Authorised Signatory