

**FRANCHISE AGREEMENT  
(Shared Micromobility)**

**THIS FRANCHISE AGREEMENT** is made and entered into on this 13 day of April, 2022 ("Effective Date"), between the CITY OF RENO, a Nevada municipal corporation (hereinafter "City"), and Bird (hereinafter "Contractor"), with reference to the following facts. City and Contractor are sometimes collectively referred to as the "Parties," or singularly as a "Party." In consideration of the covenants and agreements described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

**WITNESSETH:**

A. **WHEREAS**, transportation contributes thirty percent of pollution in Reno and Washoe County, and 83% of those emissions are from passenger vehicle use; and

B. **WHEREAS**, micromobility is an alternate form of transportation that reduces these effects by offering options for short trips taken by residents and visitors, offers citizens physical access to new opportunities, and provides first and last mile transportation options that augment public transportation; and

C. **WHEREAS**, micromobility offers a range of benefits, including reduced traffic congestion, improved air quality; and

D. **WHEREAS**, the City wishes to enable safe, affordable transportation options to its residents in the Downtown and Midtown areas; and

E. **WHEREAS**, a shared micromobility system provided by the Contractor comes at no cost to the City for the equipment and operations, and minimal cost for any necessary parking infrastructure, code enforcement, and managing the Agreement in partnership with the Contractor; and

F. **WHEREAS**, the City and its regional partners, the Regional Transportation Commission, City of Sparks, Carson City, Washoe County, and the University of Nevada, Reno, formed a Working Group and agreed to collaborate on best practices for a shared micromobility solution; and

G. **WHEREAS**, pursuant to NRS 268.081, the City Council may provide or grant exclusive or non-exclusive franchises for public transportation and utilities; and

H. **WHEREAS**, pursuant to Sec. 5.90.1180 of the Reno Municipal Code, the City Council may award an exclusive or non-exclusive franchise to install, operate, maintain and manage a system of dockless bicycles, electric bicycles, and/or electric scooters on public property within the corporate limits of the city; and

I. **WHEREAS**, the Contractor is duly qualified to transact business within the City of Reno and State of Nevada, is engaged in the business of providing the services described herein; and,

J. **WHEREAS**, the Contractor seeks to utilize the right-of-way for the implementation of a shared micromobility system.

**NOW, THEREFORE**, in consideration of the premises and of the performance by Contractor of the requirements below set forth, and subject to the following terms and conditions, the City grants this Franchise to the Contractor.

## **ARTICLE 1 DEFINITIONS**

For purposes of this Agreement the following words or phrases shall have the following meanings. To the extent of any inconsistency between the definitions of the following terms provided in this Article and the use or definition of those terms that may appear in related City, County, State or Federal laws, ordinances or regulations, the following definitions shall be used in the interpretation of this Agreement.

“Adaptive Vehicle” means a vehicle that aids in mobility, is used by individuals with limited mobility, and is not otherwise defined as a Bicycle, Bike, e-scooter, electric scooter, or scooter.

“Agreement” means this Agreement between the City and Contractor, including all exhibits and future amendments.

“Applicable Law” means all Federal, State and local laws, ordinances, regulations, rules, orders, judgments, decrees, resolutions, permits, approvals, or other type of requirement imposed by any governmental agency having jurisdiction over bicycles, e-bikes, or e-scooters available in the right-of-way for public use, including those that are in force and effective as of the Effective Date, as well as such additions and changes thereto as become effective by means of their enactment, amendment, issuance or promulgation at any time after the Effective Date and during the Term of this Agreement.

“Bicycle” or “Bike” refers to standard dockless bicycles, or electric assisted dockless bicycles provided by the Contractor. Reference to “Vehicles” is inclusive of this definition.

“City Representative” means the City Manager, or his/her designee, who may be a City official, employee or an agent of City specifically designated to serve as the City Representative and authorized to act on behalf of the City hereunder.

“Expansion” means Vehicles added to the System over and above the Initial Fleet within the Service Area and within the time limits of this Agreement.

“Fleet Manager” means independent parties contracted with Contractor to manage the vehicles.

“Initial Fleet” means the initial 500-1000 vehicles to be operated for the System.

“Launch Date” means the date that Parties shall make the System available for use by the general public, anticipated to occur on or before May 1, 2022; provided, however, that Parties make no representations as to the exact date and shall have no liability for a later launch.

“Rates” or “Rate” means the amount consumers shall be charged to use the System by the Contractor under this Agreement.

“Scooters” or “e-scooters” or “electric scooters” refers to standard dockless scooters, or electric dockless scooters provided by the Contractor. The term does not include electrical assisted bicycle, EPMAD, motorcycle or low-power scooter. Reference to “Vehicles” is inclusive of this definition.

“Service Area” means the allowable areas within City of Reno, attached as Exhibit B, excepting therefrom any area considered to be part of the University of Nevada, Reno campus, in which the Contractor shall have the right and obligation to install, operate, maintain and manage

the System pursuant to Applicable Law and this Agreement. If after the Effective Date land is annexed or otherwise added to the City that would be desirable for System expansion, Contractor shall notify the City in writing of its interest in such expansion.

“Sponsorship” means the branding logo of Sponsor designed by Sponsor, and approved by City to be placed on the Vehicles or within the user experience, for additional System revenue.

“System” means the total sum of the equipment and technology required to install, operate, maintain and manage a system of public transportation that provides, without limitation, the rental of Vehicles within the Service Area under the terms and conditions of this Agreement

“System Logo” means the name and logo for the System.

“Vehicles” means Bicycles, electric bicycles, e-bikes, electric scooters, and/or e-scooters herein defined.

“Working Days” means, unless otherwise specified, Monday through Sunday, excluding legal State and Federal holidays.

## **ARTICLE 2 CONTRACTOR’S REPRESENTATIONS, WARRANTIES**

### **2.1 REPRESENTATIONS AND WARRANTIES OF**

**CONTRACTOR** Contractor represents and warrants to City as follows:

#### **A. Business Status**

Contractor is qualified to transact business in the City of Reno and State of Nevada and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

#### **B. Corporate Authorization**

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Contractor, such that this Agreement shall constitute a valid and binding obligation of Contractor enforceable in full accordance with its terms, except only to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors’ rights.

#### **C. No Conflict**

Contractor warrants and represents that, to Contractor’s knowledge, as of the Effective Date neither the execution nor the delivery by Contractor of this Agreement nor the performance by Contractor of its obligations hereunder: (i) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to Contractor; or (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor), or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

D. Information Supplied By Contractor

To Contractor's knowledge the information supplied by Contractor in all written submittals made in connection with procurement of Contractor's services, including Contractor's financial information, is true, accurate, correct, and complete in all material respects on and as of the Effective Date of this Agreement.

E. Contractor Qualifications

Contractor warrants and represents it has the experience, financial capability and operational capability to perform the Contractor's duties and obligations under this Agreement and meets or exceeds the Qualifications.

**ARTICLE 3  
FRANCHISE AGREEMENT**

3.1 AGREEMENT TERM

The Initial Term shall commence on the Effective Date and shall expire THREE YEARS FROM THE EFFECTIVE DATE.

3.2 CONTRACTOR'S DOCKLESS BIKESHARE SERVICES

A. Exclusive Franchise

City hereby grants Contractor, and Contractor shall have throughout the Term of this Agreement, the exclusive right, privilege, franchise and obligation within the Service Area to install, operate, manage, and maintain the System.

B. Equipment

Contractor shall procure, maintain and replace sufficient equipment to operate the System. All equipment used in the performance of the System shall be maintained in an operational manner to industry standards. Equipment must be designed to withstand the demands of outdoor, shared use. Equipment must be attractive and highly durable; theft and vandal resistant; able to weather winter conditions; safe, comfortable and easy to use by a wide range of users.

1. *Bicycles.* Bikes must include a front light that emits white light and a rear red reflector or light. Bikes must include a basket for user convenience and safety. Bikes that are part of the System must come with a self-locking mechanism, remain upright when parked, and capable of being parked in a standard bicycle rack. Bicycle must be a minimum of 3-gears and accommodate heights ranging from 5'0" to 6'6" with an adjustable bicycle seat. A company Trademark is to appear on each Bicycle in uniform manner. A unique Bicycle identification number must appear on each Bicycle. A 24-hour customer service number must appear on each Bicycle. The use of proprietary parts to deter equipment theft and vandalism is required. All Bikes must be in compliance with all applicable local, state, and federal laws and regulations covering bicycles. This includes the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.



2. *Electric-assist Bicycles.* Bikes must meet the requirements of the Bicycle in Section 3.2 (B)(1) and must meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as the other bikes described herein. Electric-assist bikes shall have fully operable pedals, an electric motor of less than 750 watts, and produce no more than one (1) brake horsepower, and a top motor-powered speed of 15 miles per hour on a paved surface; with the ability for reduced speeds of no more than 10 miles per hour for heavy pedestrian activity and/or outdoor events. If providing electric-assist Bicycles, the Contractor must demonstrate the ability to comply with local and state regulations around motorized vehicles, including but not limited to reductions in speed where required, and must notify users of requirements before use of the electric assist Bicycle. Contractor must comply with applicable laws NRS 484B.

3. *Electric Scooters.* Electric scooters shall an electric motor of 250 watts and a top motor-powered speed of 15 miles per hour on a paved surface; with the ability for reduced speeds of no more than 10 miles per hour for heavy pedestrian activity and/or outdoor events. Electric scooter shall be 3.5 feet tall and 3 feet long weighing no more than 55 pounds with 8" solid wheels and the frame made from durable material consistent with currently available technology. The scooter shall be powered by a lithium battery with a travel range of 30 to 37 miles in distance.

4. *Adaptive Vehicle.* Adaptive Vehicles shall meet or exceed current safety standards and a have a top motor-powered speed of 15 miles per hour on a paved surface; with the ability for reduced speeds of no more than 10 miles per hour for heavy pedestrian activity and/or outdoor events.

Contractor regularly improves upon its fleet, with an eye toward improving safety and the customer experience; any resultant changes to these specifications shall be shared with the City. If providing electric scooters, the Contractor must demonstrate the ability to comply with local and state regulations, including but not limited to reductions in speed where required, and must notify users of requirements before use of the electric scooter. Contractor must comply with applicable laws NRS Chapter 484B.

The Vehicle technology must have the ability to ensure that no Vehicle shall be allowed to be pedaled or otherwise operated until a user pays the applicable rates and has entered all user data into the Application.

C. Technology

Commencing on the Effective Date, and throughout the term of this Agreement, Contractor shall have the right and obligation to install, operate, manage and maintain the System.

1. *Mobile Application.* Contractor's mobile application, available via both Apple and the Google Play store, accepts payments and promotional codes, handles all aspects of rental transactions (including unlocking the Vehicle once rider is confirmed to be 18+ years of age), hosts user profiles with user history, and provides information on bike availability and locations. Further, the application allows users to report issues with the Vehicle or Vehicle parking. Contractor's app also identifies and recommends preferred parking spots (which can be identified with input from the community). The app will also discourage improper parking with pop-up notifications when a rider crosses into a restricted area (e.g. pedestrian pathway or bus stop). The app can also provide the rider with examples of proper biking protocols. Application must have the ability to penalize bad behavior with fines and account suspension for the following reasons:

- A. Repeat bad parking and illegal parking; and/or
- B. Removing the vehicle outside of the allowable geographic location; and/or
- C. Any act vandalism of the equipment; and/or

D. Removal of vehicles from a legally rideable service or area; and/or

E. Any City of Reno Code violation pertaining to the operation of a Vehicle.

2. *Global Positioning System (GPS) Technology.* GPS technology or equivalent technology on or in the Vehicle is required to provide real-time tracking of Vehicle location for security and routes and to record trip data. Solely utilizing GPS tracking from a user's phone is not an acceptable means of tracking the System.

3. *Geofencing.* The ability to virtually designate and enforce the System Service Area(s) and parking areas, either short-term or long-term, to support fleet management.

D. Contractor to Furnish Resources

The services to be provided by Contractor pursuant to this Agreement shall be in conformance with the requirements include the furnishing of all labor, supervision, vehicles, equipment, materials, supplies, and all other items necessary to operate the System, and the payment of all related expenses including all fees, taxes, utility charges, etc. Contractor shall provide the System using standard industry practice for comparable operations.

### 3.3 ADDITIONAL OBLIGATIONS OF CONTRACTOR

As part of the consideration under this Agreement, Contractor agrees to the following:

A. Parking Siting Plan

Contractor(s) has established a parking siting plan, attached as Exhibit "C", to ensure adequate capacity and signage for Vehicle parking. The plan must include how Contractor will control violations for parking outside of designated areas. Contractor shall work with the City to determine best approaches to parking during the term of the Agreement.

B. Annual User Survey

Contractor shall collaborate with the City and conduct an annual user survey to collect user demographics, trip motives, and customer service and general feedback.

C. Equity

Contractor must ensure that the System equitably services low-income neighborhoods, which may include ensuring accessibility of Vehicles in low-income neighborhoods, offering means of accessing Vehicles regardless of the user's ability to access a smartphone and/or a credit or debit card, offering longer leasing arrangements for a flat fee, and offering a bilingual mobile app for Spanish.

D. Multi-Modal Interoperability

The City prefers a regionalized System that increases the accessibility of other modes of transportation and builds upon a cohesive regional transportation network. Contractor shall provide a System, and include in Exhibit "A" where areas of connectivity exist including paths and or bike lanes, that can interact with other modes of transportation, such as public transit, car sharing services, ride hailing services, and existing bike share services, as the technology becomes available. Contractor is required to work in a cooperative manner with the existing and emerging multi-modal transportation systems. This includes, but is not limited, to car sharing services, the Regional Transportation Commission of Washoe County ("RTC"), and other bike sharing services that may be allowed in the future.

E. Relocation of Vehicles

For Vehicles on public property, the City may require the Contractor to relocate Vehicles to another location if the current location needs to be used for a foreseeable municipal purpose. City shall have the right, but not the obligation, to relocate Vehicles to another location upon twenty-four (24) hours prior written notice to Contractor. Contractor expressly agrees to pay City's costs in making such relocations. In cases of emergency or unforeseen circumstances, the City may relocate Vehicles to another location without notice to Contractor.

3.4 COMPENSATION TO CONTRACTOR; RATES

Contractor shall be entitled to charge and collect the Rates from consumers for use of the System, as more fully provided in Section 5.1 of this Agreement.

3.5 CONTRACTORS FEES; BUSINESS LICENSE

A. Fees Paid to the City

Contractor shall pay to the City a Registration Fee during the Term and any extensions equal to ten dollars (\$20.00) per Vehicle which is based on the Initial Fleet released in the Service Area at the Launch Date. This fee will increase by ten dollars (\$20.00) per Vehicle at the time of any expansion in the Service Area.

B. Adjustment of Registration Fee

The Registration Fee shall be increased in proportion to changes in the Vehicle fleet size hereof and the City reserves the right to increase or decrease the Franchise Fee upon ninety (90) days written notice to Contractor.

C. Payment of Franchise Fee by Contractor

The Franchise Fee during the Term, including any extensions of the Term shall be paid to the City by Contractor on or before the 15<sup>th</sup> day of each month, in an amount equal to \$0.25 per ride during the previous month. Contractor shall provide to City along with the payment a report as outlined in Section 7.2, attested to by a representative of Contractor as being true and correct. Any Franchise Fee not paid by the date due shall bear interest at Seven Percent (7%) per annum until paid. The Franchise Fee and the calculation thereof shall be subject to audit and inspection by the City under Section 6.3 below and Contractor shall cooperate fully in all such audits and inspections. Franchise fees shall be paid on all vehicles for rides that originate within the Service Area.

D. No Additional Fees or Charges

The Franchise Fee shall be the only fees or compensation paid by Contractor to City in connection with the System and this Agreement and no other permit, privilege or other fee, tax or charge shall be imposed by City upon Contractor; provided; however, that nothing in this section shall modify the obligation of Contractor to pay business licensing fees, building permit fees, and other similar fees relating any automobile ownership/operations or facility construction. Prior to commencement of operation, the Contractor will obtain a City business license. In connection with determination of license fees, gross revenues shall not include the Franchise Fee paid to the City.

### 3.6 INFORMATION MANAGEMENT SYSTEMS

Contractor shall maintain such information management systems as are needed to collect, store, and organize operational and financial data, and to produce the reports and plans as specified in this Agreement. All data shall be backed up so as to ensure no loss of data due to computer failure. Data collected by Contractor shall not be sold without the express written consent of City.

### 3.7 ADOPTION BY CITY OF ORDINANCES AND AMENDMENTS

On or before the Effective Date hereof and thereafter during the Term of this Agreement, City shall adopt and thereafter maintain new or amended ordinances reasonably necessary or appropriate to implement and make enforceable and binding the terms and conditions of this Agreement; provided, however, subject to Contractor's rights under this Agreement, City shall have the right and discretion to adopt and amend ordinances or otherwise exercise its regulatory authority relating to the subject matter of this Agreement.

## **ARTICLE 4 OPERATIONS**

### 4.1 PERSONNEL

Contractor shall furnish qualified operational, mechanical, supervisory, clerical, educational, and other personnel as necessary to provide the System required by this Agreement in a safe and efficient manner and otherwise as provided in this Agreement. Contractor must provide ground operations to ensure the safety, accessibility, and responsible placement of Vehicles and to meet the Service Levels outlined in Exhibit A.

#### A. Customer Service.

Contractor shall provide customer service via multiple mechanisms (e.g.: mobile applications, website, phone number, live chat), enabling members of the public to ask questions, report bikes that are damaged or improperly parked, request refunds, or otherwise receive support. Customer support is available 24/7/365 in both English and Spanish; 90% of all calls are handled within one hour. Multiple languages are preferred. A toll-free or local customer support number must be visible on all Vehicles provided through the System. Coordination on issue reporting processes, which can include Washoe311, RenoDirect, non-emergency call services, or direct phone calls. Contractor must be able to receive courtesy notifications on issues. Contractor must serve as an "active ticket resolver." Contractor must also provide a reliable and up-to-date method to report issues directly to local Contractor personnel.

#### B. System Rebalancing and Maintenance.

Daily rebalancing and distribution, including ensuring a minimum number, which is 90% of the total fleet, functional Vehicles are operational each day within the Service Area. Contractor must be able to ensure that all Vehicles in its fleet available to the public are in good working order and safe to operate. Exhibit "A" defines the required maintenance schedule. A plan must be in place to maintain charge on pedal-assist Vehicles and electric scooters. Equipment

inspection, maintenance and repair shall be consistent with or should exceed manufacturer's recommendations. If operational in the winter, Contractor must provide services to ensure Vehicles are accessible and safe to use. Contractor must provide an annual plan for operations in the case of weather-related emergencies that prioritizes the safety of users and is responsive to concerns.

C. Marketing, Outreach, and Education.

The Contractor must provide education and outreach efforts to inform the general public of program awareness, environmental benefits of micromobility, proper use of the Vehicles, commute trip reduction, and Vehicle safety. Contractor shall collaborate with the City in the development of the Outreach and Education. Delivery of the Outreach and Education herein described shall be the sole responsibility of the Contractor, with direct community Outreach and Education occurring no less than quarterly.

Contractor must provide specific safety tips on the website, social media platforms, and through the System mobile application. Contractor shall collaborate on development and dissemination of a media campaign in advance of the System launch and during the initial weeks or months of the System rollout. Contractor shall offer promotions during the initial two (2) week launch period and periodic new rider promotions to build ridership.

D. Fleet Management.

Contractor shall notify the City of any change to a permanent location or permanent employee(s) under their Fleet Manager Operations, which may impact their Franchise Agreement. Contractor shall verify or update the City in regards to their list of Fleet Managers at least quarterly. Fleet Managers are hired by Contractor and required to hold a general business license with the City.

#### 4.2 PARKING REQUIREMENTS

The Contractor shall demonstrate ability to comply with the following Vehicle parking requirements:

1. Vehicles shall be parked in the part of the sidewalk adjacent to the roadway curb (so long as 48-inches of pedestrian clear zone is maintained), at a public bike rack, or other locations expressly permitted by the City that is consistent with the local laws and regulations.

2. Vehicles must not be parked immediately adjacent to or within: transit zone, loading zone, accessible parking zone or other facilities specifically designated for handicap accessibility, fire hydrant, street furniture, curb ramp, entryway, driveway, doorway, or parklet. Vehicles may not be parked in a manner that in any way violates ADA accessibility requirements.

3. Use of public sidewalks must not: (i) adversely affect the streets or sidewalks (ii) inhibit pedestrian movement (iii) act as a barrier to an accessible path of travel or (iv) create conditions which are a threat to public safety and security.

4. Vehicles parked in one location for more than two (2) consecutive days without moving may be removed by the City at the expense of the Contractor.

5. Any Vehicle that is parked incorrectly shall be re-parked or removed by the Contractor based on these times: 1) 8 a.m. – 6 p.m. on weekdays, not including holidays – within three hours of receiving notice. 2) All other times – within 12 hours of receiving notice.

6. An inoperable Vehicle that is not safe to operate, shall be made not available to the public immediately and removed, or efforts to remove, from the public right-of-way by the Contractor within four hours of notice.

7. The Contractor must inform customers of how to appropriately park Vehicles through multiple means of communication, such as but not limited to mobile app, social media, videos, traditional media, etc.

8. Any infraction by Contractor of the above parking requirements will be fine \$25.00 for every occurrence in addition to the failures being included the evaluation of Contractor's performance and billed no less than quarterly

4.3 [RESERVED].

#### 4.4 SERVICE COMPLAINTS AND RESOLUTION

Contractor shall maintain computer records of all oral and written service complaints registered with Contractor from System users and the general public ("Complaint Record"). Contractor shall be responsible for prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints. Contractor shall record the Complaint in the customer file contained in the Contractor's customer database, noting the name of complainant, date and time of complaint, nature of complaint, identity of supervisor, and nature and date of resolution. The nature of complaint shall be categorized to facilitate understanding and evaluation. City has the right under this Agreement to inspect the Complaint's and Contractor's records of local Complaints made against Contractor upon written request to Contractor at any time.

### ARTICLE 5 COMPENSATION TO CONTRACTOR

#### 5.1 COMPENSATION TO FRANCHISEE; RATES

The Contractor is entitled to one hundred percent (100%) of the compensation derived from users of the System. Contractor shall notify the City of any adjustment of Rates, what the new rate is, and any potential ridership impacts as a result.

##### A. Discounts.

Contractor shall provide discounts for students and seniors. Seniors discounts shall be available to individuals 60 and older through partnerships with qualified social service providers. Contractor welcomes assistance from regional partners to engage with qualified providers, which will speed up our ability to provide such services to their members. Contractor shall offer bulk purchasing discounts for organizations that offer bike share memberships to employees as an element of commute trip reduction program. Contractor shall provide a report at least quarterly of the entities that participate in any commute trip reduction program.

##### B. Rates.

Under this Agreement the Rates shall be consistent with current pricing in other markets and outlined in the attached Exhibit "A". Contractor may seek additional sponsorship revenue to support the Franchise System. All such additional revenue shall derive entirely to Contractor unless otherwise agreed in advance.

5.2 COMPENSATION TO FRANCHISEE; FROM THE CITY

The City will provide no financial compensation to Contractor to provide the System during the Term or Extension Term of this Agreement.

**ARTICLE 6  
BILLING; COLLECTION AND PAYMENT**

6.1 BILLING, COLLECTION; FROM THE CONSUMER

Contractor is responsible for billing the consumer and collecting Rates. Contractor shall be entitled to establish rules, procedures and requirements for consumers to use the System and for collecting any amount payable for the System.

6.2 RECEIPT OF PAYMENT; FROM THE CONSUMER

Contractor shall record all amounts received from System users into an appropriate accounting format.

6.3 AUDIT OF FEE

The City's Business License Division and/or Division of Internal Audit may perform an audit of Contractor's records and data specifically relevant to the calculation and payment of the Franchise Fee, as set forth in this Article.

**ARTICLE 7  
RECORD KEEPING, REPORTING AND INSPECTION**

7.1 RECORD KEEPING AND DATA

A. Accounting Records

Contractor shall maintain full, complete and separate financial, statistical and accounting records and accounts, pertaining to the Rates and Franchise Fee calculations and payments. Such records shall be subject to audit, copy, and inspection by City Representative or designee at any time during normal business hours upon prior written reasonable notice. Contractor shall maintain such records for a period of not less than five (5) years following the close of each of Contractor's fiscal years.

B. Data Access

Contractor shall maintain data and records of the services provided under the Terms of this Agreement and provide this information to the City at no cost. Contractor agrees to provide select data to be made available for police investigations. The Contractor must provide "dashboard" access to identified personnel at the City so aggregated data can be reviewed as needed

1. Vehicle location data must include data available on a per-Vehicle, real-time basis which includes: i) Point location of parked bikes (GPS coordinates); ii) Vehicle identification number; iii) Type of Vehicle; iv) Battery charge level (for electric-assist bikes and scooters)

2. Trip-level data must include: i) Anonymized data for each trip record to inform and support safe and effective management of the System; and ii) for transportation planning efforts. Contractor must provide the following fields least quarterly:

Field Name Format (example)

Trip Duration MM:SS

Trip Distance Miles

Start Date MM, DD, YYYY

Start Time HH, MM, SS

End Date MM, DD, YYYY

End Time HH, MM, SS

Start Location GPS Coordinates

End Location GPS Coordinates

3. System heat maps are required to show the Vehicle distribution and GPS- based natural movement of the System.

C. Data Security

Contractor will be responsible for providing secure user applications. The appropriate safeguards within the environment should include the use of encryption software and unique IDs and passwords to protect the data's confidentiality, integrity, and availability. All applications must meet security standards appropriate for the information type that they will be storing, processing or transmitting. If the application will not be storing, processing or transmitting any explicitly regulated information, then PCI DSS 3.1 compliance standards will be used as a best practices guide. All applications must meet PII standards which are based on NIST standards. Personally, identifiable information (PII) must be physically stored within solution architecture within the United States. Contractor must provide most recent third-party PCI audits.

D. Sale of data

Contractor is required to follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. Contractor shall not resell users' personally identifiable information.

7.2 ROUTINE REPORTING

A. General

Annual and quarterly reports shall be submitted to the City within forty-five (45) days after the end of the reporting period which include a narrative summary of System operation and supporting quantitative data.

B. Reporting Standards

Anonymized and aggregated data for the City that must include, but is not limited to: i) Total number of Vehicles in service; ii) Total number of Vehicles out of service (damaged); iii) Total unique users of System by month; iii) Total equity users of System by month; iv) Trip number by day, week and month; v) Detailed, aggregate trip origin/destination information for



planning purposes; vi) Average trip length; vii) Average trip duration (time); ix) Total miles ridden x) Total number of rentals; xi) Summary of bike re- distribution activities; xii) summary of customer comments/complaints and resolution; xiii) summary of theft/vandalism and resolution; xiv) summary of bike maintenance activities. Contractor will gather and report data on community benefits, such as calories burned and reduction in greenhouse gas emissions.

C. Maintenance and customer service reports

Record of all maintenance performed for each Vehicle, all reported collisions, and all customer services inquiries and resolutions provided on a monthly basis.

D. Notice of Litigation

Contractor shall provide City notice within two weeks of receiving a Summons for any litigation occurring within Washoe County.

7.3 INSPECTION BY THE CITY

City Representative, or designee(s), shall have the right to observe and review Contractor's facilities and records specifically relevant to the amount of Approved Vehicle Fleet Size accepted under this Agreement and the calculation of the Rate and Franchise Fee and in connection therewith to enter the Contractor's facility premises during normal business hours for the purposes of such observations, and review at any time upon not less than twenty four (24) hours prior written notice. City Representative shall notify Contractor's representative upon arrival. City Representative will comply with all policies and procedures of Contractor when on Contractor's premises. Contractor may condition any such entry in or upon Contractor's premises, by City Representative or designee(s), on the prior execution of a waiver of any liability of Contractor for any injury or damages suffered by City Representative or designee(s),

or their respective heirs and assigns, or others claiming by, through or under them, arising out of or relating to such entry.

**ARTICLE 8**

**INDEMNITY, INSURANCE, PERFORMANCE SECURITY**

8.1 INDEMNIFICATION OF THE CITY

Contractor agrees to and shall indemnify, defend and hold harmless City its officers, officials, employees, volunteers, agents and assigns (collectively, the "Indemnitees") from and against any and all costs, damages, loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property) including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with arising directly or indirectly out of or from or on account of: (i) the installation, operation, maintenance or use of the System within the Service Area by any individual, regardless of whether Contractor granted permission to use the System; (ii) the failure of Contractor to comply with this Agreement; and (iii) the performance by Contractor, its officers, agents, employees, and subcontractors of the System or other obligations of Contractor hereunder, except in each case to the extent caused by the default, negligence or intentional misconduct of City. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds, and the Contractor shall be liable hereunder to pay only the amount of damages, if any, that exceeds the total amount that all insurance has paid for the damages, plus the total amount of all deductible and self-insured expenses paid under all insurance policies.

Contractor's obligations pursuant to this section shall survive for a period of two (2) years after the expiration or termination of this Agreement.

## 8.2 INSURANCE SCOPE AND LIMITS

### A. Insurance Required

During the Term of this Agreement Contractor shall procure and maintain the following minimum insurance coverage, to the extent available:

1. *Commercial General Liability*: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per-occurrence basis.

2. *Automobile Liability*: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000). Coverage shall include owned and non-owned vehicles used in connection with the Agreement.

3. *Worker's Compensation*: A policy of Worker's Compensation insurance as may be required by the Nevada Revised Statutes.

### B. Other Insurance Provisions

The insurance policies shall contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.

2. Contractor's insurance coverage shall be primary insurance in relation to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be occurrence-based, or an alternate form as approved by City and shall be endorsed to state that coverage shall not be canceled by the insurer or reduced in scope or amount except after thirty (30) days prior written notice has been given to City.

4. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for City.

C. All Coverages.

Each insurance policy required by this Article shall be occurrence-based or an alternate form as approved by the City and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

A. Verification of Coverage

Contractor shall furnish City, within 30 days after the Effective Date and upon request of City thereafter, with original certificates evidencing coverage required.

B. Acceptability of Insurers

All insurance policies required by this Article shall be issued by admitted insurers in good standing with and licensed to do business in the State of Nevada, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

C. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Section.

D. Liability Coverage Amounts

Not more often than every three (3) years during the Term, City shall be entitled to increase the amount of liability insurance coverage required under this Section 8.2 if such coverage is below amounts generally accepted for similar services. In that event, City and Contractor will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services and Contractor will provide such liability coverage amounts.

E. Additional insured

All insurance policies should list all the City as the additional insured party to the policy.

Participating Entity Full Name and Mailing Address:

City of Reno, c/o City Manager's Office, 1 E 1st St, Reno, NV 89501

## **ARTICLE 9 TERMINATION**

Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

## **ARTICLE 10 MISCELLANEOUS AND OTHER AGREEMENTS OF THE PARTIES**

### **10.1 RELATIONSHIP OF PARTIES**

The Parties intend that Contractor shall operate the System as an independent Contractor engaged by City and not as an officer or employee of City or as a partner of or joint ventures with City. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of operating the System and all persons performing such services on behalf of Contractor. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

### **10.2 FORCE MAJEURE**

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, public or private construction activities, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials, work stoppages or lockouts, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

### **10.3 COMPLIANCE WITH LAW**

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including all permit requirements for Dockless Bike Share Service.

### **10.4 GOVERNING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada.

#### 10.5 JURISDICTION AND VENUE

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Washoe County in the State of Nevada, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in County of Washoe in the State of Nevada.

10.6 [Reserved]

10.7 [Reserved]

#### 10.8 NON-DISCRIMINATION

Contractor shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons or as otherwise prohibited by law.

#### 10.9 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

#### 10.10 PARTIES IN INTEREST

Except as expressly provided to the contrary herein, nothing in this Agreement, whether express or implied, is intended or shall be deemed to confer any rights on any persons other than City and Contractor and their representatives, successors and permitted assigns.

#### 10.11 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision, nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

#### 10.12 NOTICE

##### A. Notice Procedures

Except as otherwise specifically provided herein, all notices, demands, requests, proposals, approvals, consents and other communications made in connection with this Agreement shall be in writing and shall be effective when personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to CITY:                      City of Reno  
   Attn: City Manager  
   P.O. Box 1900  
   One East First Street  
   15th Floor  
   Reno, Nevada 89505

If to CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section 10.12.

#### 10.13 ACTION BY CITY; CITY AND FRANCHISEE REPRESENTATIVE

Subject to the restrictions provided in this Section, whenever action or approval by City is required under this Agreement, the City Council hereby delegates to the City Representative the authority to act on or approve such matter unless specifically provided otherwise in this Agreement or unless the City Representative determines in his or her sole discretion that such action or approval requires referral to the City Council. The City Representative will have the authority to make approvals, issue interpretations, waive provisions, execute all necessary documents enter into amendments and otherwise take actions on behalf of the City relating to this Agreement. All actions of City Representative are subject to appeal by Contractor to the City Council and Contractor is entitled to rely on all actions of the City Representative. Any alteration, change or modification of or to this Agreement, in order to become effective, will be made in writing and in each instance signed on behalf of each party. Contractor shall, by the Effective Date, designate in writing a responsible official, or duly authorized agent, who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his/her authority to bind Contractor. City may rely upon action taken by such designated representative as action of Contractor. Notwithstanding anything to the contrary in this Section 10.13, the City Council shall have the sole authority to take the following actions; i) termination of this Agreement under Section 9.3 of this Agreement, and ii) any increase or decrease of the Fee.

#### 10.14 ENFORCEMENT

Contractor shall be entitled to independently enforce against third parties the terms, covenants, conditions and requirements of this Agreement and City ordinances related thereto, including without limitation defending challenges thereto and to prevent violations by third parties thereof (including without limitation the right and obligation to provide the System). City shall reasonably cooperate in such enforcement; provided, however, City shall not be required to incur third party costs in connection therewith.

#### 10.15 [Reserved]

#### 10.16 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Contractor and City with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

#### 10.17 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

#### 10.18 INTERPRETATION

Each of the Parties has received the advice of legal counsel prior to signing this Agreement. Each Party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter

herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Agreement.

10.19 MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of both Parties without, in any way, affecting the remainder.

10.20 SEVERABILITY

If any provision of this Agreement is for any reason found or deemed to be invalid or unenforceable, this Agreement shall be construed as not containing such provision. All other provisions of this Agreement which are otherwise lawful shall remain in full force and effect, and shall be enforced as if such invalid or unenforceable provision had not been contained herein, and to this end the provisions of this Agreement are hereby declared to be severable.

10.21 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

**"CONTRACTOR"**

**Bird**

DocuSigned by:

4/14/2022

*Jonathan Adler*

23A1A778F9034F1...

By

Jonathan Adler, Sr. Director, Public Policy

**CITY OF RENO**

By

*Hillary Schieve*  
Hillary Schieve, Mayor

ATTEST

By

*[Signature]* for Mike #1016  
City Clerk



APPROVED AS TO LEGAL FORM:

By

*[Signature]*  
City Attorney's Office



## **EXHIBIT A**

### **Implementation Phases**

Contractor anticipates launching a fleet of 500 E-scooters across the service area. Contractor shall launch the following Vehicles: Bird One and Bird Three (specifications listed below).

#### **Number of Bicycles**

*Bird will not be operating any standard bicycles within the service area.*

#### **Number of E-Bikes**

*Bird will not be operating any electric bicycles within the service area.*

#### **Number of E-Scooters**

Bird is proposing to operate between 500-1,000 electric scooters within the service area, fluctuating based upon ridership demand and seasonality. Bird will be operating a combination of vehicle models including the Bird Zero and Bird Three, the specifications of which are clearly defined below.

#### **Bird Three**

Bird Three is the culmination of over 100 million rides, cutting-edge engineering, redundant structural testing and rigorous road tests. It exceeds the highest safety standards including, but not limited to: only using ISO 9001:2015 certified suppliers; the German eKFV standard; an IP68-rated waterproof battery; and an UL 2272 certification for vehicle electrical safety.

**A** Most Sustainable Battery

- **Increased Capacity:** Bird Three has a battery capacity of up to 1 kWh, meaning it requires less frequent charging and delivers more miles traveled on a fully charged battery than any other shared scooter available today. More miles traveled leads to more sustainable rides and, ultimately, decreased carbon emissions throughout the vehicle's entire life cycle due to dramatically reducing the number of operational trips required to recharge it.
- **IP68 Rated:** Industry's best protection against water and dust damage keeps Bird Three batteries safely running past 14,000 miles. We engineered our batteries to last up to four times longer than our scooters and ensure they are responsibly recycled at their end of life. Bird is also exploring giving these cells a second life in other devices.
- **Structural Integration:** Like the batteries used in the newest Tesla models, Bird's structural batteries reduce vehicle mass, improve range and sustainability, and remain connected to Bird Three's telematics and cloud communications.
- **Hermetically Sealed Battery Casing:** Fully weatherproof and tamper-proof casing keeps riders safe by minimizing the risk of battery damage and/or theft.
- **Smart Battery Management System:** Our Battery Management System immediately unplugs when charging is complete, reducing strain on the battery and extending life. Longer-lasting batteries with longer range means fewer batteries needed and a lower carbon footprint.

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**B** Unrivaled Durability

- **Multi-Material Chassis:** Material properties include aerospace-grade aluminum, which provides best-in-class durability.
  - **Impact Resistant:** Independently tested and verified to withstand more than 60,000 curbside impacts, Bird Three is built for the rigors of shared use.
  - **Anti-Tip Kickstand:** Bird Three stands upright on any surface and is very difficult to tip
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over thanks to its multiple points of contact with the ground.

- **Automotive-Grade, Self-Sealing Pneumatic Tires:** Our proprietary tire design ensures a soft ride over all surfaces without risk of getting a flat or requiring complicated suspension systems that are prone to safety issues.

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**C** Industry-Leading Braking

- **Dual Independent Brakes:** Superior braking performance on each wheel results in a shorter stopping distance.
- **Autonomous Emergency Braking:** The industry's only active safety technology designed to detect brake failure and intervene to prevent an accident.
- **2x Hidden Brake Cables:** Hidden and covered brake cables to increase protection against weather damage and vandalism.

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**D** Smart Acceleration Technology

- **Dual-Sensor Throttle:** Automotive-grade acceleration that provides functional safety and absolute accuracy in speed control through two independent measurements.
- **Beginner Mode:** A gentle acceleration option that lets new riders gradually work their way up to full speed.

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**E** Proprietary Bird Operating System

- **Over-the-Air Upgrades:** Our industry-leading operating system allows us to instantly and wirelessly apply the latest system updates to Bird Three.
- **Accurate Geofences:** Bird OS enforces strict adherence to speed limits, no-ride and reduced-speed zones in cities.
- **Auto-Calibration:** Brake sensors are automatically calibrated to ensure accuracy and safety.
- **Anti-Theft Encryption:** Encrypted embedded software keeps riders safe and helps deter theft.

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**F** Real-Time Diagnostics

- **Real-Time Fault Detection:** Millions of daily autonomous fault checks self-diagnose and report hundreds of unique events, from abnormal battery temperatures to a sticky brake. This technology makes it easier for Bird to manage its devices remotely and allows our teams to quickly locate distressed vehicles before damage or vandalism can place riders at risk.
- **200+ On-Vehicle Sensory Inputs:** Fully customizable diagnostic sensors monitor every component of Bird Three.

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**G** Intuitive Handling for All Riders

- **Extended Chassis:** A longer wheelbase provides more stability on all terrains, creating a better vehicle fit for people of all shapes and sizes and improving riders' overall comfort.
- **Wider Handlebars:** A wider grip makes Bird Three's handlebars easier to grip and provides better handling.
- **Self-Centering Assisted Steering:** The only e-scooter that provides self-centering steering assistance to improve safety and stability when riding over rough terrain.
- **Antimicrobial Grips:** Added protection helps keep all riders healthy and safe.

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**H** Exceptional Visibility

- **Neck Status Light:** New, highly visible status indicator lets riders and team members immediately know the health and charge of a vehicle even from across the street.
- **German K-Mark-Certified LED Headlight and Brake Light:** High-powered automatic

lighting certified to the highest standards of road safety provides superior visibility while riding, even during daylight hours.

**This should include, but not be limited to:**

Bird Three Component	Lifespan (Distance)	Lifespan (Time)	Material Composition	Manufacturing Origin
<b>a. Handlebars</b>	3,500 miles	36 months	A380-aluminum	Designed in California, assembled in China
<b>b. Deck</b>	3,500 miles	36 months	A380-aluminum	Designed in California, assembled in China
<b>c. Wheels</b>	3,500 miles	36 months	Rubber	Designed in California, assembled in China
<b>d. Brakes</b>	3,500 miles	36 months	Ceramic brake pads with aluminum housing and steel fasteners	Designed in California, assembled in China
<b>e. Suspension: N/A (Bird Three has pneumatic tires)</b>	3,500 miles	36 months	Rubber	Designed in California, assembled in China
<b>f. Lights</b>	19,600 miles	36 months	PMMA high-transmission lamp cover	Designed in California, assembled in China
<b>g. Motor</b>	19,600 miles	36 months	Copper windings with magnets	Designed in California, assembled in China
<b>h. Battery</b>	Battery lasts 700 cycles or nearly 19,600 miles	36 months	Lithium-ion	Designed in California, assembled in China



	<b>Bird Zero</b>
<b>Vehicle Size</b> (L x W x H)	44" x 19" x 46"
<b>Baseboard Dimensions</b> (L x W)	23.0" x 4.75"
<b>Tire type and wheel size</b>	8" x 2" solid
<b>Brake Tech</b>	Drum (rear), electric regenerative brake
<b>Lights and Reflectors</b>	High efficiency LED front and rear lights, and high conspicuity front, rear and side reflectors.
<b>Kickstand</b>	Single, side
<b>Maximum Device Speed</b>	Top motor-powered speed of less than 15 miles per hour. Bird scooters are equipped with electronic speed governing systems, limiting power at a prescribed speed—even while riding downhill—according to local road rules. Additional restrictions may be defined where lower speed limits are advisable, for example 12 mph in Historic Aurora.

Battery Capacity	12.8 Ah (40-cell)
Drive Wheel	FWD
Wattage	350W

### Maintenance Schedule

Category	Details	Schedule
<b>Damaged/ Inoperable</b>	Identified and removed (if necessary) through the methods described below.	Made unavailable for rental automatically and inspected by our crew from the public right-of-way same-day.
<b>Minor Field Repair</b>	Minor repairs that can be addressed in the field include: replacing a kickstand, tightening the handlebars, and fixing minor cosmetic damage. Minor repairs requiring removal include: changing a brake, changing an accelerator, and replacing a brain.	Executed in-field every day
<b>Major Service Center Repair</b>	Major repairs include: changing tires, replacing the stem/neck, replacing the lights, and fixing major cosmetic damage. If a vehicle cannot be repaired, it is recycled. All operations members complete recycling training during onboarding.	We prioritize these repairs for lower ridership days (generally earlier during the week) in order to ensure our teams are readily available in-field for days that require more extensive rebalancing (e.g., weekends). When we execute these repairs, we are able to complete at least one per hour.

### Performance Indicators

The following performance indicators shall be met and reported to measure the success of serving the citizens of Reno and improving the livability and mobility of the Truckee Meadows region. Contractor will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	Contractor reservation System fully operational	Uptime reporting	99.5% uptime.	Monthly
E-scooter distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the Participating Entities	Monthly
Number of E-scooters in service	E-scooters in service	Daily uptime reports	Deploy and maintain between 500 - 1,000 E-scooters in service in any calendar month. E-scooters will be phased into deployment over a 6 week period and can be increased based on usage and demand.	Monthly
Report-responsive	Response time to improper bike parking / other problems communicated to Customer Service	Time relative to report logs	<p>Within three (3) hours during business hours between 8am to 6pm Monday through Friday except for State and Federal holidays.</p> <p>For any complaint outside of business hours, within twelve hours (12) of receiving notice or within two hours of the start of the next business day.</p>	Monthly

In addition to tracking and sharing these performance metrics, Bird will also provide City representatives with a log in to a dashboard that will provide ample information about fleet size, status, deployment, and usage. This login information will be shared with the City upon approval of this franchise agreement by the Reno City Council.

**Connectivity Analysis**

Bird will work with the Regional Transportation Commission to prioritize deployment and preferred parking locations near existing transit stops and other transportation infrastructure. Bird would also be willing to provide ridership discounts to RTC users who currently benefit from fare waivers and discounts, as well as those currently enrolled in monthly plans for frequent ridership.

**Parking Siting Plan**

In general, Bird will operate the fleet through a floating model, allowing for the vehicles to be parked within the service area so long as they do not obstruct the public right-of-way or ADA access. However, Bird would be willing to implement both physically marked and virtual preferred parking locations in partnership with the City, as well as with potential franchise sponsorship partners. These preferred locations could include clearly demarcated zones on public sidewalks or in place of individual parking spaces, or virtual zones that would be visible within our mobile application.. In all cases, we are able to incentivize riders to park in specific, preferred parking locations via the use of credits towards their rides. Refer to attached Exhibit "C".



**EXHIBIT B**  
**Service Area**



**EXHIBIT C**  
**Parking Siting Plan**

**Bird x Reno - Parking Plan for Initial Operations**

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**Parking Plan - Contents:**

1. Geofencing Capabilities (including no parking zones)
  2. Physical and Virtual Parking Options
  3. Proposed Parking Type by Neighborhood
  4. Enforcement and Rider Accountability
- 

**Bird Contacts:**

Government Partnership: Robert Singleton, [robert.singleton@bird.co](mailto:robert.singleton@bird.co)

Operations: Maria Laposata, [maria.laposata@bird.co](mailto:maria.laposata@bird.co)

## Section 1: Geofencing Capabilities

The City of Reno can provide, and Bird can immediately implement, no parking, no riding, and slow-riding geofenced zones once Bird receives shapefiles. Please find below details related to what we can offer.

### Reaction Time

Bird geofences are enforced within 0.3-0.5 seconds. Our advanced VLS eliminates the latency caused by a crowded cellular network by downloading service area maps directly onto the vehicle's embedded computer. This enables Birds to process location and react to boundaries and geofences—regardless of network congestion—in near real time. Our system differs significantly from operators that rely solely on the Cloud or GPS to enforce geofences. These first-gen systems lose valuable seconds as the vehicle must communicate with the Cloud to determine geofence permissions, resulting in a lag in response of up to 30 seconds. This means a scooter traveling at 15 mph will travel the length of nearly two football fields before it responds. By processing geofencing in near real time, Bird's system significantly increases both rider and pedestrian safety.



### Margin of Error

Bird's VLS delivers precise vehicle location by connecting a Bird's embedded computer with our Amazon Web Services (AWS)-powered cloud. The margin of error for our geofencing technology is 10-30 cm depending on conditions, as indicated in the below image.

**BIRD VLS Accuracy**



**Bird VLS**

**Other's Technology**



**GPS only**

Real world data taken by Bird Engineering 2021

*\*Note: Green areas indicate the margin of error*

### No-Parking Zones

Bird uses no-parking zones to prevent riders from parking vehicles in areas requested by the City, residents or businesses. These are often implemented in areas that experience high pedestrian volumes. No-parking zones are continuously reviewed and established through community feedback and City-forwarded requests. Bird also geofences certain high-risk areas, such as parks, publicly accessible plazas, off-street parking lots/garages, campuses, and other areas outside of the City's public right-of-way. If a rider enters a no-parking zone, the Bird sends an alert to the individual's mobile phone and informs them via audible and visual messages on the vehicle itself. Our on-vehicle technology prevents riders from ending their ride until they are outside of the restricted area.



### Slow Zones

Using our on-vehicle speed governor and geofencing technology, we can implement a range of speed limits (both temporary or permanent) in different areas of a city and on specific streets, from 1 mph to 15 mph. If a rider enters one of these zones, we alert the individual via a notification to their mobile phone as well as audible and visual alerts on the Bird that the vehicle's speed is about to be safely reduced.



### No-Ride Zones

Our in-market teams work closely with our city partners to identify and incorporate designated no-ride zones. As a rider approaches one of these zones, the Bird sends an alert to the individual's mobile phone as well as audible and visual alerts on the vehicle to inform them that their speed will be reduced and then stopped. The Bird then slowly and safely reduces its speed, coming to a complete stop to prevent crossing the geofence boundary.



## Section 2: Physical and Virtual Parking Options

Bird can provide a suite of parking solutions - physical, virtual, or a hybrid combination - and has experience managing these types of parking solutions in over 300 cities. Our recommendation to Reno, noted in greater detail in Section 3, is to engage in a hybrid model in which riders can park freely in any compliant location but are incentivized to park within designated “preferred parking” locations.

As part of this system, riders are also held accountable for proper parking. They are required to take a photo of their properly parked Bird after every ride, and Bird is able to issue escalating penalties to riders who do not follow proper parking protocols. Please see Section 4 for additional information on rider accountability.

### Preferred Parking

Bird’s Preferred Parking feature highlights City-approved corrals via the Bird app. In addition to providing riders with turn-by-turn directions to their nearest parking location, it encourages their use by rewarding riders with free ride credits every time they end their ride in an approved location.

Specifically, the feature: (1) Educates riders on where corrals are and how to park using highly visible messaging, including full-screen prompts, in-ride reminders and parking pins that are prominently displayed on the map. (2) Incentivizes riders by offering free credits toward future rides every time they end their ride in a designated parking location. (3) Provides details on each approved parking corral, including its location, a photo and a description of exactly where to park. It also offers turn-by-turn directions to a rider’s chosen corral. (4) Gives feedback to riders using location-enabled alerts to let them know when they are in an approved parking area and eligible to receive incentives.



Bird also has experience managing fleets using a variety of physical parking locations to offer riders a strong visual cue to park in a designated location. For example, using parking mats or painted corrals (captured in the images below), we can offer a visual cue to riders to park in a specific location in areas where exact parking location is critical (e.g., high pedestrian traffic areas).

#### **Parking Mats**



#### **Painted Parking Corrals**



## Section 3: Proposed Parking Type by Neighborhood

Area	Parking Proposal	Commentary
<b>North of HWY 80</b>	<p># Preferred Parking Spots (Virtual): 8</p> <p># Painted Corrals / Mats: 5 (Long-Term)</p> <p>Allow free-floating parking with Community Mode enabled and rider accountability measures enforced (warnings / fines / suspensions)</p> <p>Optional: Replace 3 street parking spaces for extended scooter capacity</p> <p>Notable Locations Ideal for Physical or Virtual Parking:</p> <ul style="list-style-type: none"> <li>• Jodi Drive and Evans (University East Entrance)</li> <li>• West 15th and N. Virginia (University Main Entrance)</li> <li>• Whitaker Park</li> </ul>	Ensuring access to the University from the surrounding neighborhoods without directly allowing for scooters on campus was the key goal in placing these locations.
<b>South of HWY 80 / West of Virginia</b>	<p># Preferred Parking Spots (Virtual): 6</p> <p># Painted Corrals / Mats: 3 (Long-Term)</p> <p>Allow free-floating parking with Community Mode enabled and rider accountability measures enforced (warnings / fines / suspensions)</p> <p>Optional: Replace 3 street parking spaces for extended scooter capacity</p>	The parking locations in this region were chosen to better link Downtown, the Casino Corridor, and Midtown, as well as the western neighborhoods centered around South Arlington.



	<p>Notable Locations Ideal for Physical or Virtual Parking:</p> <ul style="list-style-type: none"> <li>• South Arlington and Liberty</li> <li>• South Virginia and Cheney</li> <li>• Plumas Street Park</li> </ul>	
<b>South of HWY 80 / East of Virginia</b>	<p># Preferred Parking Spots (Virtual): 5</p> <p># Painted Corrals / Mats: 2 (Long-Term)</p> <p>Allow free-floating parking with Community Mode enabled and rider accountability measures enforced (warnings / fines / suspensions)</p> <p>Optional: Replace 3 street parking spaces for extended scooter capacity</p> <p>Notable Locations Ideal for Physical or Virtual Parking:</p> <ul style="list-style-type: none"> <li>• Pine Street and Sinclair</li> <li>• Pickett Park, Across from Hospital</li> <li>• In front of 4th Street RTC Station</li> </ul>	<p>These locations were chosen to better connect with the existing transit system (4th Street RTC Station), the hospital, and the neighborhoods in between South Wells and Kietzke.</p>
<b>South of Vassar/Monroe</b>	<p># Preferred Parking Spots (Virtual): 9</p> <p># Painted Corrals / Mats: 5 (Long-Term)</p> <p>Allow free-floating parking with Community Mode enabled and rider accountability measures enforced (warnings / fines / suspensions)</p> <p>Optional: Replace 4 street parking spaces for extended scooter capacity</p> <p>Notable Locations Ideal for Physical or Virtual Parking:</p>	<p>These locations were chosen to provide access for those living near South Arlington, as well as the tourists visiting Atlantis and the Convention Center.</p>

	<ul style="list-style-type: none"><li>• South Arlington and Plumb</li><li>• Kietzke and Steen Dr. (Costco Access)</li><li>• S. Virginia and Moana</li></ul>	
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## Section 4: Enforcement and Rider Accountability

### Follow-Up Education and Penalties

Bird can introduce the following escalating penalty structure to respond to riders who repeatedly offend the parking regulations. We manage rider accountability plans like this in multiple US markets and would be happy to introduce this system in Reno. Fines would be accompanied by an email describing the incident and why it was unsafe, educational materials on correct and incorrect parking, and a reminder about additional fines and the potential for account termination. Riders on low-income plans will be excluded from all financial penalties but will receive the warning emails.



### Community Mode (for riders and non-riders)

This feature allows both riders and non-riders to report complaints, such as improper parking, in real time to Bird via our app. Concerns flagged in Community Mode are addressed immediately, and repeat offenders can have their accounts suspended or terminated by Bird's Trust and Safety team. These complaints also flow automatically to the local team so that a team member on the ground can relocate or re-park the reported scooter within SLAs.



Bird Community Mode help center available to both riders and non-riders

### Certificate Of Completion

Envelope Id: 2880D3A0B6D64E6682E5BC67E899902E	Status: Completed
Subject: Please DocuSign: 4_13 UPDATED_Exclusive Franchise Agreement.pdf	
Source Envelope:	
Document Pages: 39	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christopher Larkin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2501 Colorado Ave
	2nd Floor
	Santa Monica, CA 90401
	christopher.larkin@bird.co
	IP Address: 98.244.147.164

### Record Tracking

Status: Original	Holder: Christopher Larkin	Location: DocuSign
4/14/2022 7:25:44 AM	christopher.larkin@bird.co	

### Signer Events

Jonathan Adler  
jonathan.adler@bird.co  
Sr. Director, Public Policy  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
23A1A778F933AF 1  
Signature Adoption: Pre-selected Style  
Signed by link sent to jonathan.adler@bird.co  
Using IP Address: 47.151.135.174

### Timestamp

Sent: 4/14/2022 7:28:17 AM  
Viewed: 4/14/2022 7:30:31 AM  
Signed: 4/14/2022 7:30:35 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Austin Marshburn  
amarshburn@bird.co  
Head of City & University Partnerships  
Bird Rides, Inc  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 9/4/2020 9:52:52 AM  
ID: a149210b-83d6-4adb-b659-c0cc7d065a4d

**COPIED**

Sent: 4/14/2022 7:28:17 AM

Robert Singleton  
robert.singleton@bird.co  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 3/8/2022 2:59:50 PM  
ID: 26eb10b2-b92a-40c1-bc86-6e19af4e6745

**COPIED**

Sent: 4/14/2022 7:28:17 AM  
Viewed: 4/14/2022 8:35:59 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/14/2022 7:28:17 AM
Certified Delivered	Security Checked	4/14/2022 7:30:31 AM
Signing Complete	Security Checked	4/14/2022 7:30:35 AM
Completed	Security Checked	4/14/2022 7:30:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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