

MEMORANDUM OF UNDERSTANDING BETWEEN BIRD RIDES, INC AND THE CITY OF LARAMIE FOR THE PROVISION OF A STAND-UP ELECTRIC SCOOTER SHARING SYTEM

- 1) **Parties.** This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between the Bird Rides, Inc. (hereinafter “BIRD”) and the City of Laramie hereinafter (“CITY”), which may be referred to individually or collectively as “party” or “parties”.
- 2) **Term.** The provisions in this MOU will commence upon execution of all necessary signatures and shall remain in effect until December 31, 2021. This MOU may be terminated as set out below or the date may be extended with the mutual written agreement of the CITY and BIRD.
- 3) **Purpose.** This MOU pertains to the operation of a stand-up electric scooter sharing system operated by BIRD located in Laramie, Wyoming utilizing public rights-of-way for the deployment of the system.
- 4) **Scope.** This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems by BIRD within City of Laramie’s jurisdictional boundaries.
 - A. Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City of Laramie consistent with fines for cyclists.
 - B. BIRD shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices. BIRD shall respond to all rebalancing requests within 3 (three) hours of receiving notification between the hours of 7:00am and 7:00pm and within 3 (three) hours the following day outside of those periods.
 - C. Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time).
 - D. BIRD shall provide a minimum of 75 vehicles at launch.
 - E. BIRD shall provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
 - F. BIRD will provide data to the City of Laramie as necessary to assist with monitoring program usage.
 - G. BIRD shall provide CITY with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00

each occurrence and \$1,000,000.00 aggregate; and (c) where BIRD employs persons within the CITY, Workers' Compensation coverage of no less than the statutory requirement.

- H. All notices and communications to the CITY from BIRD shall be made in writing (includes electronic communications) and sent to the address below.
- I. Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.
- J. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
- K. The parties acknowledge that BIRD may utilize independent business logistics providers to facilitate local operations. BIRD's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and BIRD remains responsible for all obligations and requirements under this Agreement.

- 5) **Amendments.** Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- 6) **Assignment.** Without prior written consent of the other party, neither party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- 7) **Sovereign Immunity.** CITY does not waive its sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- 8) **Indemnification.** BIRD agrees to indemnify, defend and hold harmless CITY (and CITY's employees, agents and affiliates) from and against all actions, damages or claims brought against CITY arising out of BIRD's negligence or willful misconduct, except that BIRD's indemnification obligation shall not extend to claims of CITY's (or CITY's employees', agents' or affiliates') negligence or willful misconduct. BIRD's indemnification obligations shall survive for a period of four (4) years after expiration of this Agreement. BIRD shall be released from its indemnification obligations under this section if the loss or damage was caused by the CITY's negligent construction or maintenance of public infrastructure. CITY's right to indemnification shall be contingent on CITY notifying BIRD promptly following receipt or notice of any claim; BIRD shall have sole control of any defense; CITY shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of BIRD.
- 9) **Interpretation.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

- 10) **Third Party Beneficiary Rights.** The parties do not intend to create an any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring action for the breach of this MOU.
- 11) **Legal Authority.** Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.
- 12) **Notices.** All notices to BIRD shall be made to Austin Marshburn, Head of City and University Partnerships, 406 Broadway Ave. #369, Santa Monica, CA 90401, 866-441-8538, amarshburn@bird.co All notices to CITY shall be made to Todd Feezer, Assistant City Manager, City Manager's Office, 406 Ivinson Avenue, P.O. Box C., Laramie, WY, (307) 721-5226, tfeezer@cityoflaramie.org. Changes to parties indicated here shall be updated within 30 days of either parties' change.

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13) Signatures. In witness whereof the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the term and conditions of this MOU as set forth herein.

City of Laramie, Wyoming

Bird Rides, Inc.

Paul Weaver, Mayor and President
City of Laramie, City Council

Printed Name: _____
Title: _____

Date

Date

Attest: Nancy Bartholomew, CMC
City of Laramie, City Clerk

Attest: Print Name: _____
Title: _____