

Project title: Scooter Share Contract with Bird

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

April 27, 2022

Briefing

Proposed action

Consent

Action 4/27/22

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

SD1: Scooter Share Contract
SD2: Bird Business Practices

Department(s) involved:

Economic Development

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Scooter Share Contract with Bird

Partner/Supplier : Bird Rides, Inc.

Location: Downtown Everett

Preceding action: May 15, 2019 approved Scooter Share Pilot Program with Lime

Fund: General Fund

Fiscal summary statement:

No city expenditure is required for the Bird Scooter Share Contract. The city will receive \$0.10 per ride in revenue. Staff estimates that the contract will generate less than \$5,000 for the General Fund in 2022.

Project summary statement:

The City of Everett ran a successful scooter pilot in 2019. After a two-year hiatus created by the COVID-19 pandemic, Council is asked to approve a twelve-month contract to bring shared scooters back to Everett.

Ridership and user feedback was strong in 2019, and the negative impacts and concerns were considered manageable given the benefits provided by growing sustainable micro-mobility options for residents and visitors. Bird Rides, Inc., is proposed to be the city's non-exclusive provider with a twelve-month contract (attachment SD1) very similar to the contract used in 2019 for Lime.

Through the contract and Bird's on-going business practices:

- Bird provides education to riders and mails free helmets to any registered user in its service area—customer or not—who submits an online request;
- Bird contracts with local businesses and entrepreneurs who are responsible for maintaining, deploying, charging, and repositioning e-scooters;
- Bird maps the area in which scooters may operate, although staff does not anticipate significant restrictions within Everett city limits;
- Bird's offers a 50% discount to low-income riders, Pell grant recipients, select local nonprofit and community organizations, veterans, and senior citizens, as well as free rides to healthcare workers engaged in pandemic recovery efforts;
- Bird employs multiple strategies to encourage riders to park scooters properly and keep scooters off sidewalks when riding. Bird is a leader in safety innovations; we hope to eventually employ technology Bird is currently testing that brings a scooter to a stop when on a sidewalk; and
- Bird scooter typical aluminum and black styling fits with Everett's aerospace heritage.

More information about Bird and its business practices are available in attachment SD2 and at its website (<https://www.bird.co>).

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the contract with Bird Rides, Inc., to operate a Scooter Share Program within the City of Everett.

**CITY OF EVERETT
BIRD
SCOOTER SHARE PROGRAM**

THIS AGREEMENT is made and entered into as of May 15, 2022, by and between the **CITY OF EVERETT** (the “City”) and **BIRD RIDES, INC.** (“Company” or “Bird”).

RECITALS

A. Company desires to administer a shared motorized foot scooter program in the City of Everett and upon City rights-of-way (the “scooter share program”).

B. The City finds that Company’s scooter share program will allow the City and its residents and visitors to evaluate the operation and regulation of shared scooters upon City streets, through the following criteria:

1. Whether shared scooters have a positive effect on the environment by reducing motorized vehicle trips;
2. Whether shared scooters are a viable alternative for commuters and visitors;
3. Whether shared scooters have a positive effect on the health, safety, and welfare of the general public; and
4. Whether the general public, including residents and visitors, support ongoing scooter share programs within the City.

C. The scooter share program will begin on May 15, 2022 and continue through May 14, 2023 (the “Term”).

D. Further, in consideration for the use of City rights-of-way for the storage and placement of shared scooters, the Company will compensate the City as described in section two of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to authorize Company to operate a scooter share program pursuant to the terms of this agreement within the City and upon City rights-of-way during the Term.

2. **PAYMENT.** In addition to any and all fees for permits, licenses, or other fees necessary for compliance with all applicable regulatory requirements, Company will pay the City the following:

A. A one-time fee in the amount of five hundred dollars (\$500) for the City's consideration of this Agreement.

B. A per trip fee equal to ten cents (\$0.10) times every trip initiated within the City limits. This fee will be paid quarterly upon the completion of every 3 calendar months of operations.

3. **AUTHORIZATION TO USE CITY RIGHTS-OF-WAY.**

A. For the duration of this Agreement, City hereby grants to Company a nonexclusive authorization to disseminate, pursuant to the terms of this Agreement, a maximum of 300 shared scooters at any one time upon the City streets to operate a scooter share program. Company may request to have a higher maximum number of shared scooters upon furnishing supportive scooter usage data. The City, in its sole discretion and upon written notice to Company, may authorize a higher maximum number of shared scooters after due consideration.

B. This Agreement is intended to convey limited rights and interests only as to those rights-of-way in which the City has an actual interest. It is not a warranty of title or interest in any right-of-way, it does not provide Company with any interest in any particular location within the right-of-way, and it does not confer rights other than as expressly provided in this Agreement.

4. **TERM.** This Agreement begins at 12:00am on the first day of the Term and expires at 11:59 pm on the last day of the Term. This Agreement will automatically extend for an additional 60 days subject to either party's right to terminate this Agreement pursuant to section 9.B below.

5. **OBLIGATIONS OF COMPANY.**

A. *Compliance with laws.* Company will operate its scooter share program in conformance with all state and local laws, including without limitation chapter 46.80 of the Everett Municipal Code (Motorized Foot Scooters) as may be amended, permit requirements, and the terms of this Agreement.

B. *Right-of-way use permit.* Consistent with subsection 5.A above, Company must obtain a right-of-way use permit from the City prior to beginning its scooter share program. Company must comply with the terms of such right-of-way permit through

the term of the permit. If language in this Agreement and the right-of-way permit conflict, the language of this Agreement shall prevail.

C. *Company point of contact.* Company must provide the City a point of contact with authority to act on Company’s behalf with regard to its scooter share program and this Agreement for the duration of the scooter share program. Company may change its point of contact upon written notice to the City.

COMPANY POINT OF CONTACT	CITY POINT OF CONTACT
Austin Marshburn Director, City Partnerships Bird Rides, Inc. 406 Broadway Ste 369, Santa Monica, CA 90401	City Traffic Engineer City of Everett Public Works 3200 Cedar Everett WA 98201

D. *Meeting with the City.* Company point of contact and representatives will meet with the City within three days of written or oral request by the City to review any matters related to Company’s scooter share program, including without limitation, concerns of the City, the public, or customers, compliance with this Agreement, or to share and review statistical information regarding users of the scooter share program.

E. *Evaluation of scooter share program.* Company agrees to participate in the evaluation of its scooter share program, including without limitation, collecting and providing data the City believes will be relevant to evaluating the success of the scooter share program, distributing an online City survey to Company customers and the results of such survey to the City. At a minimum, Company will provide anonymized monthly summary data on the following information regarding the scooter share program:

- i. Number of customer complaints;
- ii. Summary of nature of customer complaints;
- iii. Number of reported injuries; and

The City acknowledges the data above has not been investigated by a public safety authority. All data received in such reports are anecdotal comments provided to the Company and does not reflect information provided in a formal police report.

iv. *Shared Scooter Usage Data.* Company must provide in to the City their scooter travel data including:

- 1. Shared scooter availability

2. Trip starts
3. Trip destinations; and
4. Route travelled.

F. *Temporary removal of shared scooters from rights-of-way.* Upon request of the City due to emergency, severe weather, construction, parade, public gathering, or other situation affecting the normal use of the right-of-way, Company must collect and remove from the rights-of-way all or, at the City's sole discretion, a portion of Company's shared scooters, until such time the City authorizes the shared scooters to return to the rights-of-way. If Company does not remove the shared scooters in the time prescribed by the City, the City is authorized to remove the scooters to a location of its choosing. In this event, Company may retrieve the shared scooters from the City at any time during normal business hours. The Company will pay the City within 30 days of the City issuing Company a written invoice, any and all costs incurred by the City to move the shared scooters, but in no case less than fifty dollars (\$50.00) per removed scooter.

G. *Customer education.* Company must inform its customers of applicable legal requirements governing shared scooters, including without limitation, helmet requirements, prohibitions on traveling on sidewalks, and parking or leaving shared scooters in a manner that impedes pedestrian or vehicular traffic.

H. *Shared scooter parking*

i. *Authorized parking.* Shared scooters may be parked in or upon the following areas:

1. *On Sidewalks.* Shared Scooters may be deployed within the right-of-way on sidewalks and located within the furniture zone, or just behind the sidewalk in areas with typical 5 to 6' wide sidewalks.

2. *In a Designated Scooter Corral.* Shared scooters may also be parked in a marked scooter corral officially designated with markings, signs, or both by the City or a private property owner.

ii. *Parking prohibited.* Shared scooters are prohibited from parking in or upon the following areas:

1. *Streets and Alleys.* Shared scooters shall not be parked on street pavements or alleys.

2. *Doorways and building entrances.* Shared scooters shall not be parked so as to block doorways or entrances to buildings.

3. *Driveways and Alleys Entrances.* Shared scooters shall not be parked in or so as to block driveways or alleyway approaches to streets.

4. *Curb Ramps and Pedestrian Access Routes.* Shared scooters shall not be parked so as to block curb ramps or leaving less than a 4 foot wide pedestrian access route remaining on the sidewalk.

iii. *Improperly parked shared scooters.* It is the sole responsibility of Company to remove or move shared scooters that are parked or stored in violation of the terms of this Agreement as soon as is practicable, or within two hours of receiving notice thereof, to an area authorized for shared scooter parking. Regardless of the foregoing, the City, at any time, may move shared scooters parked in violation of the terms of this Agreement to an area authorized for shared scooter parking. If the City moves any shared scooter from an unauthorized parking area, the City will charge, and Company will pay the City, fifty dollars (\$50.00) for each scooter moved by the City. The Company will pay the City within 30 days of the City issuing Company a written invoice.

I. *Shared scooter removal between dusk and dawn.* Shared scooters will be made available to rent from 5 a.m. to midnight (local time). Company shall remove all shared scooters that are damaged, require recharging, or will not otherwise be fully functional and operational upon dawn the following morning from the right-of-way nightly between dusk and dawn. All shared scooters left in the right-of-way must be parked in accordance with this Agreement and locked or prevented from being operated between midnight and 5 a.m.

J. *Company response to misplaced or abandoned scooters.* Company must take corrective action within 4 hours for any report of a damaged, misplaced, or abandoned scooter. For the purpose of this subsection, "corrective action" means relocating a vehicle to a location compliant with all terms of this Agreement.

K. *Deployment location and methods.* Company shall deploy shared scooters geographically according to ridership demand data. Staging shall generally be in groups of 2-8 scooters.

L. *Maximum speed of shared scooters.* Shared scooters shall be limited to a maximum speed limit of 15 MPH.

M. *Excluded ride areas.* Shared scooters shall be geo-fence excluded from the Interurban Trail, the Wetmore Theatre Plaza and Everpark Plaza.

N. *Customer complaints and safety concerns.* Company shall respond within 4 hours to each customer complaint related to safety or improperly parked shared scooters. Company shall maintain an online request logging system with a portal provided for City to review. The system shall log time the request was received, nature of the request, time of Company response, time and nature of Company's resolution.

O. *Minimum shared scooters.* Company shall make a minimum of 75 shared scooters available for rental daily between dawn and dusk during program, effective within 2 weeks of launch date.

P. *Identification and tracking of shared scooters.* Each shared scooter shall be clearly branded with color, Company logo, phone number, email address and website to contact with questions, complaints or problems. It is the sole responsibility of Company to track and monitor each shared scooter that is deployed onto City right-of-way.

Q. *Damage to or loss of shared scooters.* Company is solely responsible for maintaining all of its shared scooters deployed in the City in fully functioning and good working order. Company is solely responsible for any and all damage to or loss of a shared scooter and for any and all costs associated therewith. Company should make every effort to recover a lost or locate a stolen shared scooter prior to contacting law enforcement.

R. *Damage or loss to other persons or property.* Company is solely responsible for any and all damage to property or injury to person, including death, arising out of or related to scooter share program and any and all costs associated therewith.

6. **INSURANCE.**

A. Company shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Company's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

i. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Company shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Company covers such employees.

ii. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$5,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

iii. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

B. The above liability policies shall be primary and noncontributory as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Company to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during the operation of Company's scooter share program, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Company beginning operations of its scooter share program, Company shall provide the City with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance. Company shall provide the City with an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary and noncontributory insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of Company's obligations to fulfill the requirements.

E. Company certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Company shall comply with the provisions of Title 51 of the Revised Code of Washington before beginning the operation of its scooter share program. Company shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before it begins operations of its scooter share program.

F. In case of the breach of any provision of this section 6, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Company, such types of insurance in the name of the Company, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Company under this Agreement or may demand Company to promptly reimburse the City for such cost.

7. **INDEMNIFICATION.** Except as otherwise provided in this section 7, Company hereby agrees to defend and indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to, to the maximum extent allowed by law, this Agreement or any negligent or intentional acts, errors, omissions, or conduct by Company (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Company is obligated to defend and indemnify the City pursuant to this section 7 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Company's duty to defend and indemnify pursuant to this section 7 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Company.

Company's obligations under this section 7 shall not apply to Claims caused by the sole negligence or willful misconduct of the City. Solely and expressly for the purpose of its duties to indemnify and defend the City, Company specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Company recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this section 7: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Company employs or engages subconsultants or subcontractors, then Company shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Company pursuant to this section 7. This section 7 survives termination or expiration of this Agreement.

8. **MODIFICATION AND TERMINATION.**

A. *Modification.* Any change, addition or other modification to this Agreement shall not be valid or binding upon any party unless such change, addition or modification is in writing and executed by the Mayor for the City and by an authorized representative of Company.

B. *Termination.* The City or Company has the option to terminate this Agreement at its sole discretion. In order to exercise this termination option, the City or Company shall deliver written notice of termination to the other party. This Agreement then terminates on the date that is 10 days after the date of delivery of the termination notice.

9. **DEFINITIONS.**

A. “*City right-of-way*” or “*City street*” means land within the city of Everett which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for street, highway, alley, public utility, or pedestrian walkway purposes, whether or not the land has been improved or accepted for maintenance by the city.

B. “*Furniture zone*” means a linear portion of the sidewalk corridor, adjacent to the curb that contains elements such as street trees, signal poles, street lights, bicycle racks or other street furniture. This area does not include the width of the actual curb.

C. “*Geo-fence*” means a virtual geographic boundary, defined by GPS or RFID technology, that enables software to trigger a response when a mobile device enters or leaves a particular area.

D. “*Motorized foot scooter*” means a device with two wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground. Motorized foot scooter does not include a motor-driven cycle, a moped, an electric assisted bicycle, or a motorcycle as those terms are defined by chapter 46.04 RCW.

E. “*Scooter share program*” means the offering of shared scooters for hire and, specifically, Company’s program described in this Agreement.

F. “*Scooter share operator*” means a person offering shared scooters for hire, and, specifically for this Agreement, Company.

G. “*Shared scooter*” means any motorized foot scooter offered for hire. All shared scooters must bear a single unique alphanumeric identification visible from a distance of five feet, which shall not be obfuscated by branding or other markings, which shall be used throughout the state, including by local authorities, to identify the share scooter.

10. **MISCELLANEOUS PROVISIONS.**

A. *Complete Agreement.* This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

B. *Governing Law.* The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

C. *Venue.* The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

D. *Amendment.* No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

E. *Waiver.* No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

F. *Severability.* If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

G. *Notice.* For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid. Either party may change its notice address or email effective on written notice to the other party of the change.

Notice to City	Notice to Company
City Traffic Engineer City of Everett Public Works 3200 Cedar Everett WA 98201	Austin Marshburn Director, City Partnerships Bird Rides, Inc. 406 Broadway Ste 369, Santa Monica, CA 90401

H. *Assignment.* Neither party may assign or sublet this Agreement without the written consent of the other party, which consent may be withheld at that party's sole discretion.

I. *Successors.* This Agreement shall be binding upon the parties and their respective successors and assigns.

J. *Rights and Remedies.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law. Only the City or Company may enforce this Agreement. Company customers may not enforce any obligation under this Agreement.

K. *Signature/Counterparts.* Execution and delivery of this Agreement by a party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or other e-signature method. This Agreement may be signed in counterparts.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement.

CITY OF EVERETT

BIRD RIDES, INC.

By: _____
Cassie Franklin, Mayor

By: Austin Marshburn

Title Director, City Partnerships

Date

04 / 13 / 2022

Date

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



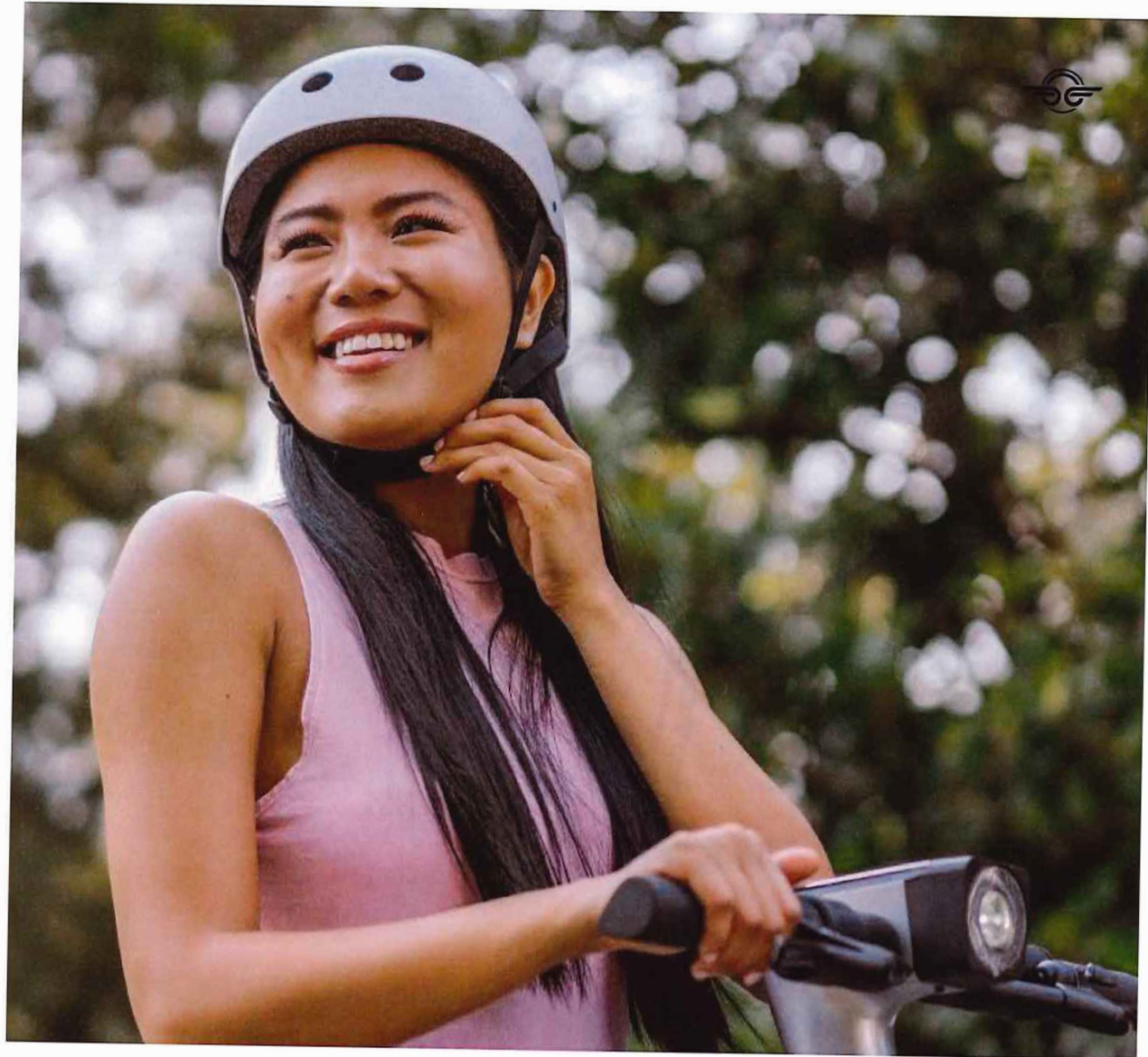
Hello, Everett

October
2021



Our Why:

Improve our communities and the lives of those around us.



What is Bird?

A micromobility company with a focus in shared electric vehicles.

BIRD



Bird's Story

Founded in 2017, Bird saw instant success as a pioneer in the space.

Today...

5 Continents. **25** Countries.
375 Cities. **100M+** Rides.

Most-trusted micromobility provider in the world.



BIRD



Cities Big and Small

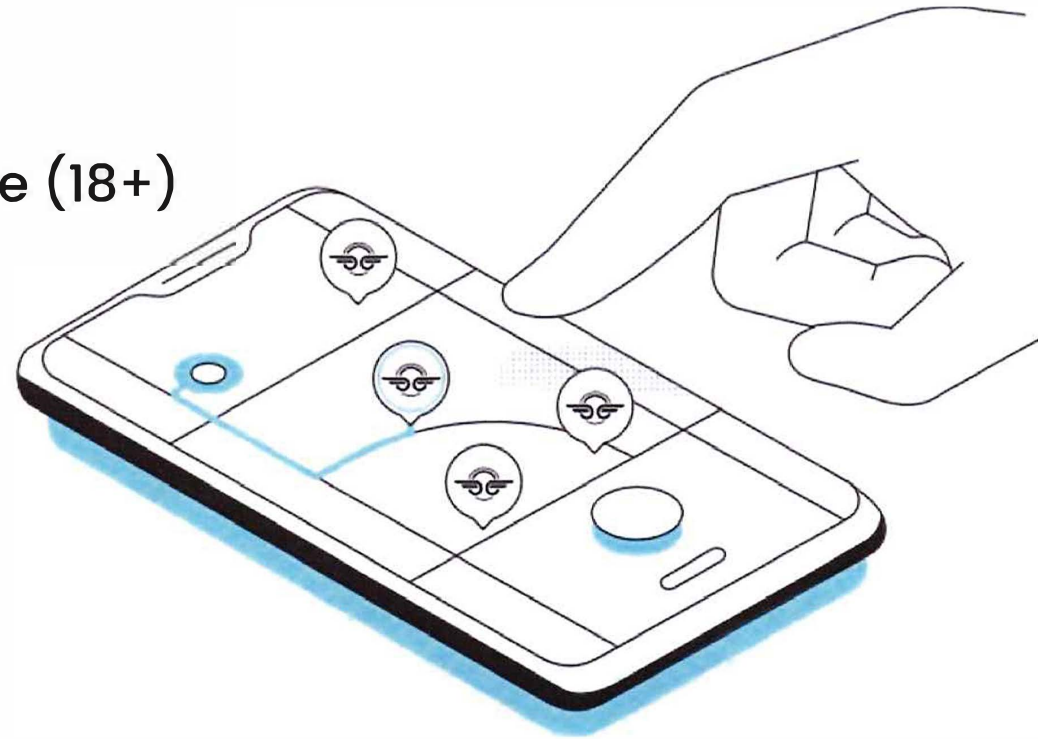


City	Population
Fort Scott, KS	7,700
College Place, WA	9,100
Hermiston, OR	18,700
Elko, NV	20,300
Emporia, KS	24,200
Hollister, CA	29,900
Idaho Falls, ID	61,400
Medford, OR	81,100
Redding, CA	91,500
Spokane Valley, WA	97,500



How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!



BirdThree

Battery	36 V, 21.0 Ah 10S6P
Charge Time	5.8 hrs
Range	35 miles
Braking	Regen; Drum (front), disc (r)
Wheels	10" pneumatic
Top Speed	15 mph
Dimensions	47.7 in. x 19.3 in. x 46.8 in.
Lights	Front / Rear LEDs

Throttle-Brake Interlock
Automatic safety actions to protect against accidentally holding the throttle.

Enhanced Lighting

Anti-Theft Encryption
Enhanced encryption keeps our riders safe and helps deter theft

Autonomous Damage Sensors
Self-reporting damage sensors and automotive-inspired diagnostic technology

Seamless Screws
Protection against injury and theft with no exposed screws

Puncture-Proof Tires
10" tires feature puncture-proof tech, higher traction, and decreased vibration.

Industry's Longest-Lasting Battery
Automotive-grade battery management system. Largest, safest, only operator with IP68 integrated battery

Tip Detection Technology

Anti-Tip Kick Stand
With a dual anti-tipping kickstand, this Bird stands on its own two feet.

Dual Wiper Throttle
Automotive-grade functional safety and guaranteeing absolute speed-control accuracy

Dynamic Stability Control Steering (DSCS)
Stabilizes out-of-control, sudden or erratic movements, guards against unsafe turns or over-corrections.

Status Indicator

Skid Detection
Only vehicle with skid detection technology to prevent improper riding behavior.

Performance
A rear motor gives Bird Three faster acceleration and more control in critical situations.

Performance
AEB brings the vehicle to a stop in the event of a brake failure.



BirdBike

City Safe & Street Smart:

Designed uniquely for ride share, the Bird Bike is a Class 1 Pedal Assist E-Bike that's IOT connected and built to comply with local rules and regulations.

SPECS
720WHr Swappable Battery (IP67 Rated)
Max 20% Grade Hill Climb
Class 1 vehicle 250W Motor, 47N.m net torque



Dual Hand Brakes
Durable and Safe
Drum Brakes



Large, Easy to Read display
Bird Vehicle Location Services (VLS)
Multi-mode geolocation (GPS, GLONASS, BDS)

Integrated cable lock

Convenient storage basket

Extra bright head & tail-lights

IoT Connectivity
Remote motor deactivation,
power and speed limitations

Robust vehicle diagnostic system
to ensure safe riding.

Industry Leading Security
(GSM and BLE 4.1)
Lock/Unlock; haptic and
alarm sounds

Swappable Battery
60km / 37mi per charge, IP67 Rating

Extra bright head & tail-lights

250W Motor
15.5 mph top speed

High Performance Materials
Aerospace grade aluminum alloy

26 inch pneumatic tires

Security & Tip Detection
Unlicensed movement
and tip over detection

Pricing

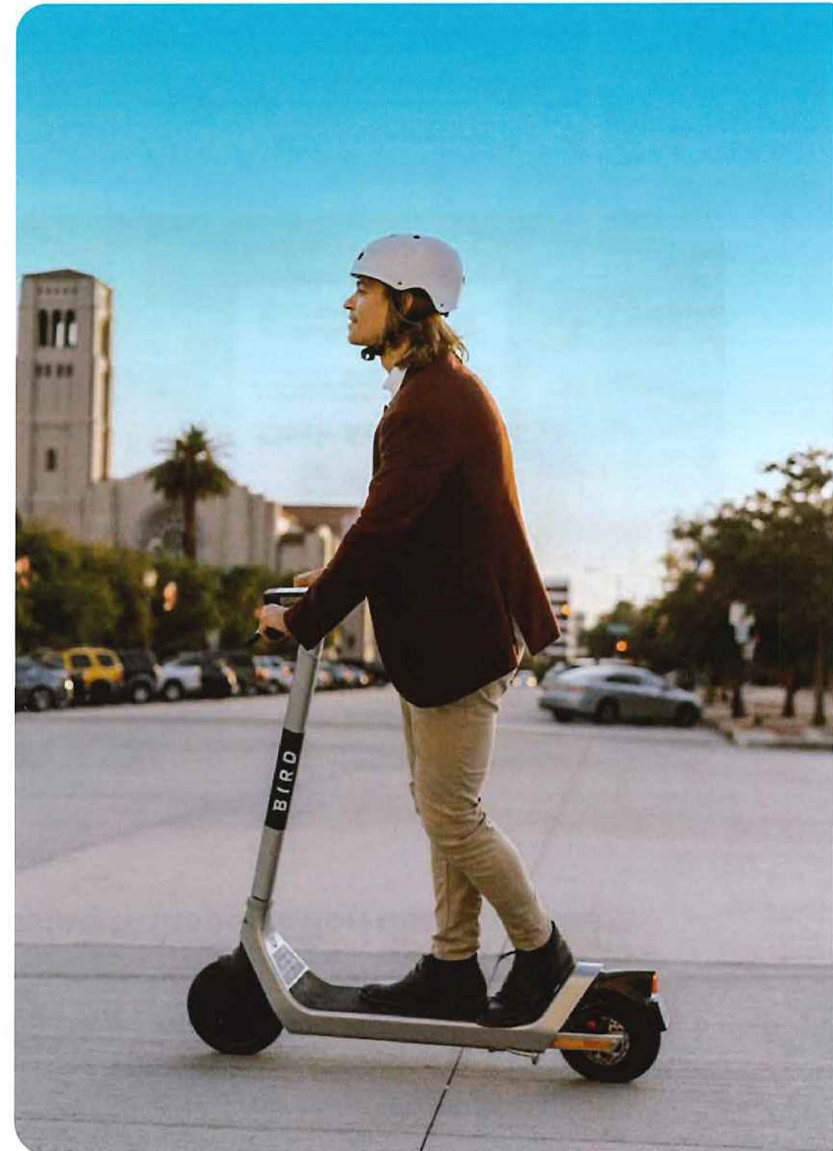
Standard Pricing

\$1 unlock + per minute fee. ~\$7 per ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

BIRD



Transportation for all: **Equity Programs**

Bird has launched several programs and features aimed at **increasing transportation access** in the communities where we operate.

- 1 Text-to-Unlock**
Riders who don't have access to a smartphone can text Bird directly to begin a ride
- 2 Alternative payment options**
Bird accepts a range of payment options, prepaid debit cards and cash-to-load payments
- 3 Equity zone pricing**
Bird automatically applies discounts to rides that begin and end in designated equity zones
- 4 Community pricing**
Bird offers discounts up to 50% for qualified low-income, veteran, and senior citizen riders





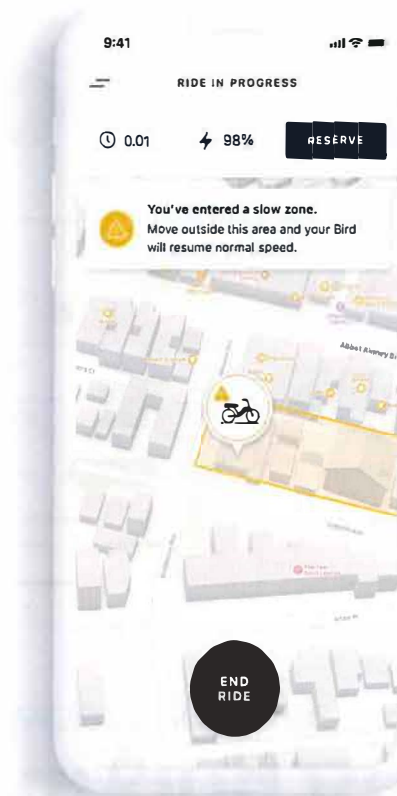
Geo-Zone Technology

All vehicles are tracked with GPS.

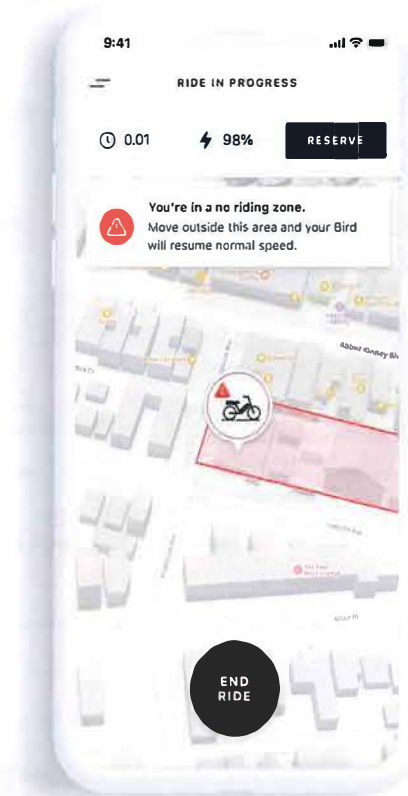
When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

Slow Zone

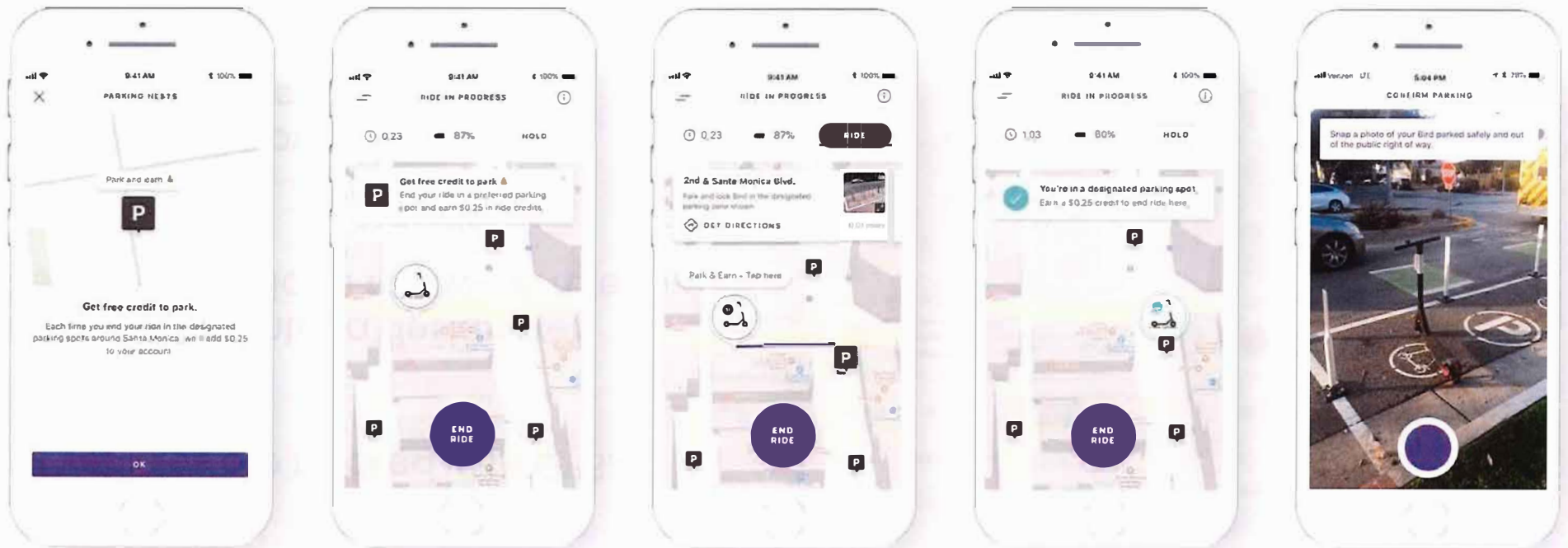


No-Ride Zone



Designated Parking Areas

Always know where to park



Identify Locations

Direct Riders

Verify Parking

Special Event Zones

- Custom In-app notifications
- Speed control and no-ride zones
- Event-specific parking locations
- Educational emails send to users prior to large events

Large Events, Festivals, & Car Shows



Rider Education

Email Communication

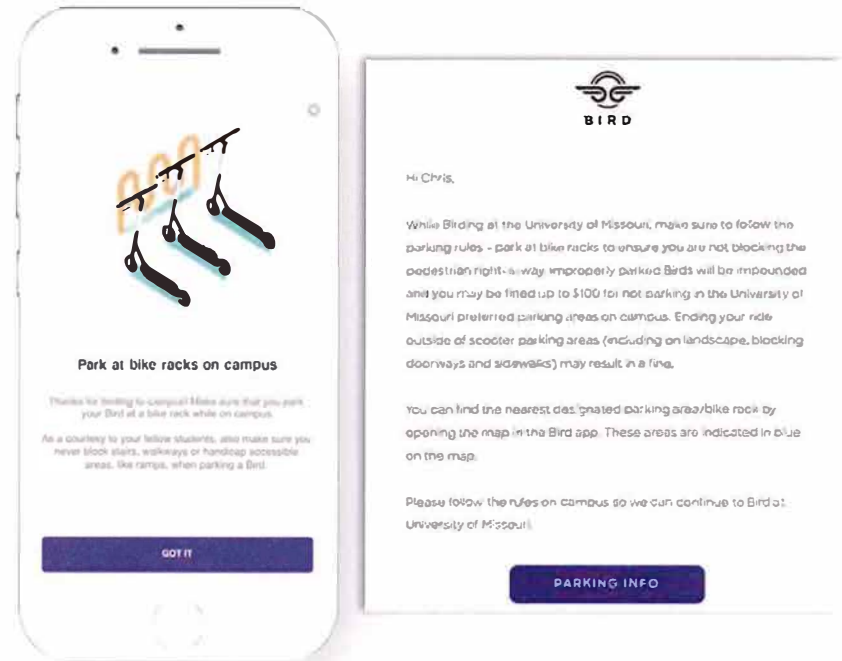
Account Manager works with city to increase safety and educational touchpoints:

- City Email Channels / City Website
- City Departmental Emails
- Community engagement and education

Splash Screen Education

Account Manager builds yearly program with Everett stakeholders to show riders important in-app messaging

- Also used for temporary restrictions like Fisherman's Village Music Festival



Focus on Reducing Clutter



Bird's future relies on properly integrating dockless micromobility into our communities



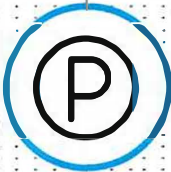
Educate Riders



Nudge Desired Behaviors



Local Presence



Make Space



Leverage Data

Bird's Hyper-localized Network

- General Manager**
Oversees local market operations, deployment, and regulatory compliance
- Engagement Manager**
Oversees fleet operators, maintains KPI health of partners
- Operations Associate**
Oversees operational processes to maximize compliance and efficiency
- Fleet Managers**
Deploy, rebalance, clean, maintain vehicles, and provide on-the-ground support



Local Run Operations

Our Fleet Managers are local contract workers responsible for managing a fleet including charging, repairs, and various performance tasks.

Local Touch:

- ✓ Deep community ties, and local knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ Aligned incentives

Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles

BIRD Confidential and Proprietary



“

Being a fleet manager has enabled me to take care of my family, and provide employment opportunities in a time where we all need help.

- Chris, Atlanta, GA.

Safety is our top priority.

We are committed to providing safe mobility—as evidenced by our industry-leading safety record.

We hold ourselves to strict safety standards, and develop products and tools that protect riders and non-riders.



After 4 years and millions of rides taken on our shared fleets, we are pleased to report a global injury incidence rate of 1:50K rides, **less than half the medical incident rate of cars.**

Bird's safety focus has driven a safety record superior to cars and micromobility competition.

Documented Medical Incident Rate ^{1,2}



1. Injury incidence rate calculated as the percentage of total trips with incidents or accidents reported which required medical treatment. Documented injury rates for bicycles, automobiles, and motorcycles reflect national averages, whereas Bird's documented injury rate (1:50K) reflects Bird's global average incidence rate.
2. Sources include: Bird Internal ride data, The U.S. Consumer Product Safety Commission, The U.S. National Highway Traffic Safety Administration, and The U.S. Bureau of Transportation Statistics

Economic Impact



In 2021,

\$100 million

was spent by Bird riders
at local shops and restaurants!



Why Bird is the Best Partner for Everett

- 1** **Safety** is our top priority and we're committed to **sustainability** and micromobility **access for all**
- 2** **Advanced technology** and hardware features drive compliant operations
- 3** **Innovative operating model** provides hyper-localized service and experience for riders
- 4** **Most experienced operator** in the US
- 5** **Financially sound** and self-sustaining transportation

B I R D





Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard**
- ✓ **# of Vehicles:** 300
- ✓ **Launch Date:** May
- ✓ **Approval Documentation:** Scooter Operating Agreement





Thank You



Bird's E-Scooter Safety Guide

RESPONSIBLE RIDING HOW-TOS:

- ✓ You must be 18 or older to ride.
- ✓ Only one rider per Bird.
- ✓ Ensure you stick to riding in bike lanes or in the road; do not ride on the sidewalk.
- ✓ Bird e-scooters are calibrated to go no faster than 15mph to maintain a safe speed. Always start slow and at a speed that you feel comfortable with.



Keep both hands on the bars. Ensure you place both feet on the footboard at all times whilst riding.



Wear a helmet.



If something isn't right, tell us through the Bird app.



Park responsibly and at bike racks where possible. Do not block doorways, ramps, sidewalks or rights of way.

Any questions? Email us at hello@bird.co



Bird Scooter FAQs



Bird + City Partnership

Why is Bird choosing to expand now?

Bird's mission is to make cities more livable by reducing car usage, traffic, and carbon emissions. Bird was the first scooter company in the space, and is excited to be in a position where we can meet our company mission and bring microbility to as many cities in the country as possible. Our newest Fleet Manager operating model allows us to provide high touch and focused service to all communities regardless of the size.

Will it cost the city anything to bring Birds to town?

Bird can launch & operate at no cost to the city.

Who is the city's main point of contact and who do we contact in the event of an emergency?

Each city we work to launch Bird with will have a dedicated Account Manager who will be their main point of contact at Bird. The Account Manager will work with the city throughout the pre-launch and launch process to ensure a successful scooter program in each city.



Riders & Safety

How old do you have to be to ride?

We set the age to 18+.

How does Bird prevent underage riding?

During account set up users are asked to verify their age. As needed we can add a feature to scan their ID or driver's license.

How do you address riding these on the sidewalk?

Riders are reminded of safe riding & parking expectations through banner & in-app notifications in the Bird app

How does Bird address Safety?

Safety has been Bird's top priority since day one. Bird has built several features in app to address safety, including Helmet Selfie, Warm-Up Mode, as well as in-app safety tutorials, and a safety video available on our blog and website. Additionally, each city will also have an Account Manager who can work closely with your team to address any safety concerns if they arise. Your dedicated account manager will also be able to walk you through all new safety features, and update you as we release new ones as well



Vehicles & Operations

How much does it cost

Renting a Bird will cost the rider a \$1 unlock fee+ a per minute fee. Billing is all done through the Bird app with a credit or debit card.

Bird has discounted pricing programs available for frontline workers, active duty and retired military personnel, low-income, veterans, senior citizens and select community and non-profit groups.

Learn more about eligibility requirements:

<https://www.bird.co/bird-access/>

<https://help.bird.co/hc/en-us/articles/360051003951-Community-Pricing->

What is the speed of the Bird scooters?

Our scooters go up to 15mph, which aligns with the speed of the casual biker. We have the ability to create slow speed zones and adjust the speed.

“Warm-up mode” is available for all riders which will automatically soften a Bird scooter’s acceleration, allowing riders to slowly work their way up to full speed.

Where will Birds be able to operate?

When Bird launches in a new city, we create an operating zone on the backend, which will correspond to an area on a map. We will work with the city to align on the operating area that will align with the city’s goals of ridership & access to alternative transportation. Birds will only operate in this area and will slow to a stop outside of it. The city can also highlight any specific areas with parking rules, slow speeds or no riding.

Where will the scooters need to be parked?

Bird follows a dockless model, which means riders can park wherever they would like within the operating area. We educate riders where and how to park: at a bike rack when available, and

not blocking the right-of-way, sidewalks, ADA ramps, or driveways. At the end of each Bird ride, riders will be promoted to take a picture of the parked scooter as proof.

Our Fleet Manager will be notified if a vehicle that is not in a ride is being moved- this will help to keep the fleet organized in case someone moves a parked vehicle out of place

How does Bird manage “clutter” or vehicles being left everywhere?

Our local fleet managers are responsible for rebalancing and moving vehicles throughout the city during operating hours. They pay attention to areas of scooter congestion as well as demand throughout the day, and rebalance vehicles accordingly. On the rider side, riders are required to take a photo of their appropriately parked Bird after each ride, which adds a layer of accountability. Bird can also display any bike racks or designated scooter parking infrastructure that a city may have in place, in the Bird app for riders to see as they end their ride.

How many scooters will Bird be operating in town?

As we work with cities to plan our Bird launch, we calculate the ideal scooter fleet size generally based on population size of the city as well as other factors such as tourism, commuter traffic, university presence, and more. Generally after launching an initial fleet in town, the Bird team monitors utilization after launch and works with city administrators to get approval to add more to the fleet as demand & usage increases.

How does Bird source their local fleet managers?

Bird works with local businesses, entrepreneurs, or community organizations to help manage our fleets locally and address the unique needs of each community. These individuals are selected based on a number of criteria to help best ensure the success of the fleet and a strong partnership with the city.

Where are the Birds washed, charged and repaired/stored?

Our local Fleet Managers charge, maintain, and store Birds in their own facilities.