

**INTERIM OPERATING AGREEMENT
FOR SHARED ACTIVE TRANSPORTATION**

THIS INTERIM OPERATING AGREEMENT FOR SHARED ACTIVE TRANSPORTATION OPERATION ("**Agreement**") is made and entered into this ___ day of September, 2018, (the "**Effective Date**") by and between the City of Cincinnati, Ohio, an Ohio Municipal Corporation (hereinafter referred to as "**City**"), and Bird Rides, Inc., (hereinafter referred to as "**Company**") (together the "**Parties**"). _____, a Delaware corporation located in Venice, California

WHEREAS, Company wishes to implement and maintain its Shared Active Transportation Operation within Cincinnati's corporate boundaries; and

WHEREAS, the Company's introduction into Cincinnati's corporate boundaries will provide a low-cost transportation option for the City's residents and visitors including opportunities for transportation, recreation, and fitness; and

WHEREAS, the Company's Shared Active Transportation Operation requires use of the City's right-of-way; and

WHEREAS, the City is developing a comprehensive Shared Active Transportation Pilot Program ("**Pilot Program**") with input from stakeholders, including Company, which shall provide a comprehensive framework for Shared Active Transportation Operations in the future; and

WHEREAS, notwithstanding the City's intent to consider the merits of a range of scooters as part of the Pilot Program, the parties intend that Shared Active Transportation Operations authorized by this Agreement include e-scooters and not dockless bikes or dockless e-bikes; and

WHEREAS, the City's interim right-of-way policy for Shared Active Transportation allows e-Scooters to operate on City streets only upon execution of a written agreement setting forth the terms and conditions of such operation;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, the City and Company hereby enter into this Agreement, subject to the following terms and conditions:

Section 1. Scope of Agreement. The purpose of this Agreement is to establish interim rules and regulations governing the Company's Shared Active Transportation Operation within the City and to ensure that such Shared Active Transportation Operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of the City's right-of-way.

Section 2. Term. This Agreement, unless earlier terminated as provided for herein, shall commence on the Effective Date and shall expire six (6) months thereafter. Notwithstanding the foregoing, the City may terminate this Agreement at any time upon adoption of a Pilot Program that is inconsistent in whole or in part with the terms herein. The Company, at the

sole discretion of City, may have the opportunity to participate in the Pilot Program.

Section 3. Definitions. The following terms have the meaning and/or usage ascribed herein, except where an alternative definition or usage is specifically provided:

- A. Company shall mean the entity owning the Shared Active Transportation, its agents and contractors (including independent contractors) and every person or entity retained by the Company to maintain the Company's scooters.
- B. Fleet shall mean all of Company's scooters in operation within the City's corporate boundaries at any one time.
- C. Frontage Zone shall mean the area adjacent to the property line where transitions between public sidewalk and the space within buildings occurs.
- D. Furnishing Zone shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.
- E. Rider shall mean any person using the scooter.
- F. Shared Active Transportation shall mean a dockless network or system of scooters, placed in public right-of-way and for rent in short term increments, that provides increased mobility options over short distances.
- G. Shared Active Transportation Operation shall mean the Company's Shared Active Transportation as well as any incidental use or patronage thereof.
- H. Small Vehicle shall mean dockless bikes, scooters, e-bikes, e-scooters, skateboards, and other small, wheeled vehicles designed specifically for shared-use and deployed by Shared Active Transportation companies.
- I. Throughway Zone shall mean the portion of the sidewalk for pedestrian travel along the street.

Section 4. Company's Obligations.

- A. Contact Information. Company shall provide easily visible contact information, including a 24-hour toll-free phone number and e-mail address on each scooter for use by members of the public to report safety concerns, complaints or to ask questions. In addition, Company shall also provide City with contact information of a locally-based manager/operations staff with decision-making power who can respond to City requests, emergencies, and other issues at any time.
- B. Fleet Size. Company shall not operate in Cincinnati corporate limits with a Fleet of more than two hundred (200) scooters. (For purposes of this agreement, the term "scooter" includes e-scooters.) Company may only increase the size of its Fleet upon the City's approval pursuant to "Section 5. City's Obligations." No other modes of Shared Active Transportation including, without limitation, dockless bikes or e-bikes, are authorized by the City under this Agreement. The City reserves the right to require Company to reduce Fleet size upon a finding by the City Manager that the

current Fleet Size is harmful to the public health, safety, and welfare.

- C. Consideration and Pedestrian Safety Fund. In addition to any taxes and fees imposed by the City's Code of Ordinances to operate a business, Company shall remit regulatory and rider fees to be remitted at the end of each calendar month as follows:
- i. A one-time regulatory fee of \$5000 to offset a portion of the City's startup and oversight costs;
 - ii. \$1 ridership fee per scooter per day;
 - iii. \$500 regulatory fee per accident response by Cincinnati Police Department or Cincinnati Fire Department involving a Company scooter; and
 - iv. \$100 per City citation issued to persons riding scooters on the sidewalk area or parked in violation of the parking regulations set forth herein.

The City intends that the above fees be utilized for pedestrian safety, street safety, or to offset direct costs incurred by the City as a result of e-Scooter operations (e.g., costs of enforcement).

- D. Parking Regulations. Company shall ensure that scooters are parked as follows unless compliance would conflict with City-adopted policies and regulations for Shared Active Transportation:
- i. Scooters shall not be parked in the street unless the City grants the right to park in specified areas within the street;
 - ii. Scooters shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any ADA ramp or access points, fire hydrant, call box, or other emergency facility, or utility pole or box;
 - iii. Scooters shall be parked upright on hard surfaces in Furnishing Zone of the sidewalk; beside bicycle racks, transit stops, or bike share stations; or in another area specifically designated for scooter parking which do not inhibit access;
 - iv. Scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages;
 - v. Scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack;
 - vi. Scooters shall not be parked in the Furnishing Zone directly adjacent to or within the following areas, such that access is impeded:
 - a. Loading zones;
 - b. Disabled parking zones;
 - c. Street furnishings that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.)
 - d. Curb ramps;
 - e. Crosswalk areas;

- f. Entryways;
 - g. Driveways; and
 - h. Portions of transit zones, including bus stops and streetcar stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.
 - vii. To the extent Company desires to park scooters in areas other than the City's right-of-way, Company must first obtain permission from the applicable owner and shall communicate the right to park at that location to Riders.
- E. Notice. Company shall provide notice to all Riders by means of signage and through a mobile or web application that:
- ii. Scooters are to be ridden only on streets, and where available, in bike lanes or bike paths and not on a Throughway Zone or areas designated by the City to be closed for scooter traffic;
 - iii. Scooters are to be ridden to the right of street lanes and should offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmet use is encouraged when using a scooter;
 - iv. Scooters must be parked only in designated areas;
 - v. Riding responsibly is required; and
 - vi. Riders are to operate the device at all times in a manner consistent with the City's Code of Ordinances and any other applicable laws;
 - vii. Rider may be ticketed for operating the device in a manner which violates the City's Municipal Code.
- F. Data Sharing. Upon request and at no cost to the City, Company shall provide the City with data related to utilization of the scooters. Data should be provided to the City in the General Bike Share Feed Specifications (GBFS) format. Aggregated reports on system use, compliance, operations -- including but not limited to parking complaints, crashes, damaged or lost scooters, and information on number and duration of "dead" or uncharged scooters in the public right-of-way -- shall be made available to the City at the end of each week, or upon request. Anonymized/De-identified demographic data - such as age cohort, gender, general trip purpose, etc. - collected by Company shall be provided to the City on a monthly basis, or upon request. Company shall make available to the City any information from private entities related to requests for scooters not to be used or parked at a private location on a monthly basis, or upon request. In addition, Company agrees to collaborate on data sharing with the City that supports City and Company oversight of scooter use, including access to available real-time GPS data.
- G. Speed. Scooters which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved

level surface.

- H. Education and Outreach. Company shall provide education to scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to the City for review prior to disseminating the information to Riders. Company shall also provide city-specific website that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.
- I. Inclement Weather. On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation. On days where any amount of snow is anticipated, Company shall remove its scooters from City right of way at least one hour prior to start of such weather. Company shall not hold City liable for damage to scooters caused by City's snow removal operations.
- J. Environment. Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of scooters and scooter parts in an environmentally-friendly at end of life cycle.
- K. Restricted Areas. Company agrees to geofence areas designated by the City as scooter restricted areas. An initial, non-exclusive list of such areas is attached as set forth in Exhibit A to this Agreement. Company will incorporate geofenced areas designated by the City Manager within five business days of a request by the City, which consent shall not be unreasonably withheld. Company agrees to "throttle" scooter operations to no more than 3 mph in restricted areas and, upon request by the City, to prohibit parking of scooters in such areas.
- L. Licenses per Payee. Upon request by the City, the Company limit each payee to two licenses at one time. The parties intend that this will help prevent unlawful behavior by Riders and riding by minors.

Section 5. City's Obligations.

- A. Use of Right of Way. The City agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of-way reasonably necessary for the Company's scooters as part of a Shared Active Transportation operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right-of-way, nor shall it be construed as authorizing a Shared Active Transportation operation involving dockless bikes or dockless e-bikes.

Notwithstanding anything herein, the Parties agree that City shall have right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces.

- B. Approval. The City shall, at its sole discretion, approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet at three or more rides per day.
- C. Condition of City Property.
 - i. The City makes the public right-of-way available to Company in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Company or its customers, and assumes no duty to warn either Company or its customers concerning conditions that exist now or may arise in the future.
 - ii. The City assumes no liability for loss or damage to Lime's scooters or other property. Lime agrees that City is not responsible for providing security at any location where Lime's scooters are stored or located, and Lime hereby waives any claim against City in the event Lime's scooters or other property are lost or damaged.
- D. City Customer Data. In the event that the City integrates scooter complaints into its GIS-based customer support request systems, it will share resulting data with Company on request.

Section 6. Signage. Company agrees that, as it relates to all signage on scooters, it will abide by applicable local, state, and federal law relating to signs. The scooters are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by city ordinance, the content of any sign located on Company's scooters will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for the City to terminate this Agreement if said violation is not corrected within twenty- four (24) hours' notice to Company. The determination that there has been a violation of these signage guidelines shall be solely at the City's discretion.

Section 7. Default and Termination.

- A. Except where specifically provided for elsewhere in this Agreement, in the event Company shall default in any of the covenants, agreements, commitments, or conditions herein contained, or if any of the conditions set forth below shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Company, including expressly the specific enforcement hereof, have the right to immediately terminate this contract and all rights of Company under this Agreement.
- B. Prior to the conclusion of the Term of this Agreement, City may establish a Pilot Program of formalized regulations for Shared Active Transport Operation. If such Pilot Program or other policy program inconsistent with this Agreement is established prior to the conclusion of the Term, the City

shall have the right to terminate this Agreement.

- C. Notwithstanding anything to the contrary herein, the City may terminate this Agreement upon 24-hour notice if at any time if it finds, in its sole discretion, that Company's Shared Active Transportation Operation has an adverse effect on the safety and health of the City's residents and visitors.
- D. Company's obligation with regards to indemnification as provided in Section 13 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 8. Removal of Scooters. Upon instances of Default or Termination under Section 7, Company shall remove its scooters from the right-of-way within two days of being notified. If Company does not remove its scooters, the City may remove any remaining scooters at Company's expense. Company shall not be entitled to damages for the removal of the scooters by the City or damage.

Section 9. Maintenance of Scooters and City Property.

- A. Small vehicle maintenance. Company shall maintain its scooters in a good working manner. In the event a safety or maintenance issue is reported for a specific scooter, that scooter shall be made unavailable to users and shall be removed within the timeframes provided in this section. Any inoperable or unsafe scooter shall be repaired before it is placed back in service. City shall not have any obligation with regards to the maintenance of the Company's scooters.

Company shall respond to requests for rebalancing or reports of unsafe/inoperable scooter by removing the scooter, as appropriate, within two (2) hours of receiving notice from a Rider, representative of the City, or any other person/entity.

- B. Maintenance and care of portion of City property. Company agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Company's use of City Property. Should the Company fail to repair, replace or otherwise restore such real or personal property within 15 days, Company expressly agrees to pay City's costs in making such repairs, replacements or restorations

Section 10. Abatement.

In the event the Company's Shared Active Transportation Operation does not conform to all requirements of Section 4, Part 5 Parking Regulations, or if Company's Shared Active Transportation Operation creates a nuisance or dangerous condition (as determined by City), Company shall relocate, re-park, remove or otherwise abate the condition within two (2) hours of receiving notice. Failure to abate such condition within two (2) hours shall constitute a default of this Agreement and City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Company,

including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

In the event any scooter is improperly parked (pursuant to Section 4, Part 5 of this Agreement) in one location for more than 72 hours without moving, such scooter may be removed by City personnel and taken to a City facility for storage at the Company's expense. In such instance, Company shall retrieve scooters from City within 24 hours. If Company does not retrieve the scooters, the City shall dispose of scooters at Company's expense.

Section 11. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:

CITY: Patrick Duhaney
Acting City Manager
City Hall
801 Plum Street
Cincinnati, OH 45220

With a Copy to: City Solicitor's Office
City Hall, Suite 214
801 Plum Street
Cincinnati, OH 45220

COMPANY: Bird Rides Inc.
Attn: Sam Reed
406 Broadway #369
Santa Monica, CA 90401

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either of the Parties may provide the other party a change of address in writing which change shall be effective ten (10) days after delivery.

Section 12. General Indemnification.

- A. Company shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of or resulting from:
 - i. any occurrence upon, at or from the public right-of-way occasioned wholly or in part by the entry, use or presence upon the right-of-way by Company or by anyone making use of the right-of-way at the invitation or sufferance of Company, except such loss or damage which was caused by the sole negligence or sole willful misconduct of City; or
 - ii. use of Company's scooters by any individual, regardless of whether

such use was with or without the permission of Company, including claims by users of the scooters or third parties.

- B. Company's contracts with every Rider shall require such persons or entities to release the City and any of its agencies, officials, officers and employees to the same extent that Company is required by this section to defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees.

Section 13. Third Party Damages. Company agrees to obtain a surety bond in the amount of One Million dollars to compensate for bodily injuries and lost wages suffered by third-party victims of misuse of its scooters including, for example, prohibited use on sidewalks, sidewalk obstruction, going through red lights, and failure to yield to pedestrians, to the extent that recovery of damages is not available to the victim from the Rider. Company and City agree to coordinate on a process by which third-party victims gain access to funds.

Section 14. Insurance. Company shall procure and maintain in effect throughout the Term of this Agreement, insurance coverage not less than the types and amounts specified below. Company shall ensure that City is named as an additional insured.

- A. Commercial General Liability Insurance. Company shall secure and maintain such general liability insurance as will protect Company from claims for bodily injury, death, or property damage which may arise from the performance of Company's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of the City. Company shall notify the City in writing at least 90 days prior to Company's cancellation of any insurance policy. Company shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.
- B. Workers' Compensation Insurance. Company shall secure and maintain such insurance as will protect Company from claims under the Workers' Compensation Laws.
- C. Commercial Automobile Liability Insurance. Company shall secure and maintain commercial automobile liability insurance with a minimum limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.
- D. Proof of Insurance. Company shall deliver to City, prior to introduction of its Shared Active Transportation Operation within the City, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. The

receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by City of the insurance requirements contained in this Agreement.

Section 15. Controlling Law and Forum Selection.

- A. This Agreement is entered into and is to be performed in the State of Ohio. The City and Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.
- B. Company and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Company to the City in connection therewith.

Section 16. Compliance with Laws. Company its employees, agents and contractors, including independent contractors, shall comply with all federal, state and local laws, ordinances and regulations applicable to the maintenance of the devices.

Section 17. Default and Remedies. If Company shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance and invoke any other legal or equitable remedy after giving Company notice and opportunity to correct such default or breach.

Section 18. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

Section 19. Modification. This Agreement shall not be amended or modified without the written consent of the parties to this Agreement.

Section 20. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Section 21. Severability of Provisions. Except as specifically provided in this

Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Section 22. Assignment. Company may not assign or transfer any part or all of their obligations or interests under this Agreement without City's prior written approval. Company shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Company shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the Director of Public Works.

Section 23. Conflicts of Interest. Company certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Company or its contractors under this Agreement.

Section 24. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 25. Tax Compliance. Company shall be in compliance with the City's tax ordinances administered by the City's Tax Commissioner. Company shall, upon request, furnish to City proof that it is in compliance with the City's tax ordinances administered by the City's Tax Commissioner and not delinquent on any payment or other obligation imposed by such ordinances.

Section 27. Further Acts. The parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

Section 28. Cooperation. The parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

Section 29. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest.

Section 30. Representations. The parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.


Section 31. Public Records. The parties acknowledge that City is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the City's handling of any confidentiality obligations is subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Company or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request for which any document clearly marked by Company as "Trade Secret" is responsive, the City will notify Company in accordance with the "Notices" section of this Agreement of its intent to release records to the requestor. Company shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Company or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Company and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.


[signature page follows]

Executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

City of Cincinnati

Bird Rides, Inc.

By: 
Patrick Duhaney, Acting City Manager

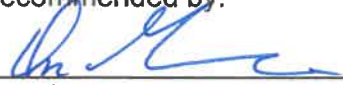
By: 

Date: 10/31 2018

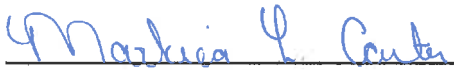
Printed Name: Sam Reed
Title: Director, AP, Central, Bird Rides Inc.

Date: 10/16/18, 2018

Recommended by:


Don Gindling, Interim Director
Department of Transportation & Engineering

Approved by:


Markiea Carter, Director
Department of Economic Inclusion

Approved as to Form:


Assistant City Solicitor

Certified Date: 31 OCT 2018

Fund/Code: CERTIFICATION OF

Amount: FUNDS NOT REQUIRED

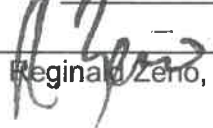
By: 
Regina Zero, City Finance Director

Exhibit A

Scooter-Restricted Areas for Company Geofencing

1. Washington Park
2. Fountain Square

(Additional sites to be added at the direction of the City Manager.)