

**CITY OF JOPLIN  
COUNCIL AGENDA ITEM**

**ITEM**

Council Bill 2021-008: authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin.

**MEETING DATE**

August 2, 2021

**ORIGINATING DEPT**

Legal – City Attorney

**ATTACHMENTS**

CB2021-008; Exhibit A: Interim Operating Agreement

**REVIEWED BY**

Peter Edwards, City Attorney; Leslie Haase, Finance Director; David Hertzberg, PW Director; Troy Bolander, Director Planning, Development & Neighborhood Services; Nick Edwards, City Manager.

**SUMMARY**

This Council Bill authorizes the City to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation.

**BACKGROUND**

Bird Rides, Inc., is a company that rents electric scooters that may reach speeds of 15 mph. The Agreement is for a one-year pilot program and allows Bird to operate up to 150 scooters in the City's right-of-way. The City will be paid \$2,500 plus \$0.15 per ride. The Agreement provides for Bird Rides, Inc., to operate a fleet of Bird scooters in the City of Joplin, subject to the regulations set forth more fully in the attached Agreement.

The City Council heard a formal presentation from Bird in June, 2021, with Michael Covato and the local representative/operator, Zack McNelly.

**FUNDING SOURCE**

N/A

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on first reading.

PCE:ab

**INTERIM OPERATING AGREEMENT FOR IMPLEMENTATION  
OF A SHARED ACTIVE TRANSPORTATION OPERATION  
BETWEEN  
BIRD RIDES, INC.  
AND  
CITY OF JOPLIN, MISSOURI**

THIS INTERIM OPERATING AGREEMENT (hereinafter "Agreement") is by and between the **City of Joplin, Missouri** (hereinafter "City"), a municipal corporation whose address is 602 S. Main Street, Joplin, MO 64801 and **Bird Rides, Inc.**, a Delaware Corporation (hereinafter "Company"), a corporation with the authority to transact business within the State of Missouri and whose registered agent address is , and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Company are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Company wishes to immediately implement its Shared Active Transportation Operation within Joplin corporate boundaries; and

WHEREAS, City wishes to allow for a low-cost transportation option for the City's residents and visitors including opportunities for transportation, recreation, and fitness; and

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

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

WHEREAS, The Parties understand that this Agreement will be an interim operating agreement that will be renegotiated in one (1) year at which time there may be more comprehensive requirements included;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

**Section 1. Scope of Agreement.** The purpose of this Agreement is to establish interim rules and regulations governing Company's Shared Active Transportation Operation within the city 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 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 one (1) year thereafter. Notwithstanding the forgoing, this Agreement shall be terminated upon creation and adoption of a pilot program. Company, at the sole discretion of City, may have the opportunity to participate in the Pilot Program. The parties may extend this Agreement by a signed written agreement.

**Section 3. Definitions.**

- (a) “*Company*” shall mean the entity owning the Shared Active Transportation, its agents, contractors (including independent contractors) and every individual or entity retained by the Company to gather, monitor, or maintain Company’s Small Vehicles.
- (b) “*Fleet*” shall mean all of Company’s small vehicles in operation within 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 building 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 Small Vehicle.
- (f) “*Shared Active Transportation*” shall mean a dockless network or system of Small Vehicles, 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 Company’s Shared Active Transportation as well as any incidental use or patronage thereof.
- (h) “*Small Vehicle*” shall mean dockless scooters, e-scooters, skateboards, and other small wheeled vehicles designed specifically for shared-use and deployed by Company.
- (i) “*Throughway Zone*” shall mean the portion of the sidewalk for pedestrian travel along the street.

**Section 4. Company Responsibilities.**

- 4.1. **Licensure.** Company agrees to enter into this Agreement as a condition precedent to receiving a business license from City, together with any other requirements necessary to conduct Shared Active Transportation in City. Company shall remain in good standing with City and State of Missouri through the course of the Company’s Shared Active Transportation Operation in City.

- 4.2. **Contact Information for Public.** Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.
- 4.3. **Contact Information for City.** 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 twenty-four (24) hours a day seven (7) days a week.
- 4.4. **Time for corrective actions.** Company shall respond to public, Rider, or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice between the hours of 7:00 a.m. and 7:00 p.m. and within two (2) hours the following day if it is after those times. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Company.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than seventy-two (72) hours without moving, such Small Vehicle may be removed by City personnel and taken to a City facility for storage at the expense of the Company. Notwithstanding the foregoing, City reserves the right to impound Small Vehicles that may impact with the health, safety, or welfare of City residents or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Company. The City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and City is under no obligation to safe-keep any such vehicles.

- 4.5. **Fleet size.** Company shall begin operations in Joplin, Missouri corporate limits with a Fleet of one hundred fifty (150) Small Vehicles. Company shall not increase the size of its Fleet beyond fifty (50) Small Vehicles without City's approval pursuant to Section 5 of this Agreement. However, City may deny a request to increase the Fleet size as described herein if in its sole discretion it determines that an increase would not be in the best interest of the public health, safety, or welfare.
- 4.6. **Consideration.** In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business, Company shall remit a regulatory fee of two thousand five hundred dollars (\$2,500.00), to be paid within thirty (30) days of the Effective Date, and a ridership fee of \$0.15 per ride for each Small Vehicle. Such fees shall be remitted as follows:
  - a. Payments to be made to the City quarterly. Each payment shall be remitted to City by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three (3) month intervals within a standard calendar year.

4.7 **Parking Regulations.** Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

- i. Small Vehicles shall not be parked in the street.
- ii. Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines.
- iii. Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of ninety-six (96) inches minimum and a clear width of sixty (60) inches.
- iv. No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Joplin Downtown district ("Downtown district"). Within the Downtown district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk. Downtown District shall mean the area from A Street to 11<sup>th</sup> Street, from Pennsylvania to Wall Streets.
- v. Small Vehicles 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.
- vi. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- vii. Small Vehicles 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. Entryways;
  - f. Driveways; and
  - g. Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.
- viii. To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from

the appropriate property owner, or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile or web application. To the extent Company desires to park Small Vehicles on city property other than right-of-way, Company must first obtain written consent granting the right to do so from the City or such other department or agency of the City who has authority to grant such rights.

- 4.8 **Monitors.** Company shall at its own expense initiate a program in City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in Section 4 of this Agreement.
- 4.9 **Notice.** Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:
- i. Small Vehicles within business districts are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by City to be closed for Small Vehicle Traffic.
  - ii. Small Vehicles cannot be ridden within City parks or on public trails.
  - iii. Small Vehicles are to be ridden to the right of street lanes and should offer the right-of-way to bicycles on bike lanes.
  - iv. Riders must wear helmets when riding Small Vehicles.
  - v. Riders must park Small Vehicles in accordance with the parking regulations in Section 4.
  - vi. Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
  - vii. Riding responsibly is required.
  - viii. Rider cannot ride a Small Vehicle while intoxicated.
  - ix. Riders are at all times to operate the device in a manner consistent with City's Code of Ordinances and any other applicable laws.
  - x. Riders are subject to City's Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City's Code of Ordinances.
- 4.10 **Data Sharing.** Company agrees to provide data to City related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to the City displaying trip information including but not limited to the following: Aggregated reports on system use, compliance, operations- including but not limited to parking complaints, crashes, damaged, or lost Small Vehicles, utilization rates, total trips by day of week and time of day, origins & destination information for all trips, trips per Small Vehicle by day of week and time of day, average trip distance, parking compliance at designated zones and at transit and bus stops, incidents of Small Vehicle theft and vandalism, Small Vehicle maintenance reports, payment method information. Anonymized/de-identified demographic data, such as age cohort, gender, general

trip purpose, etc., collected by Company shall be provided to City on a monthly basis, or upon request. Company shall make available to City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

Applicants will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. City in its sole discretion may determine if Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of this Agreement as described herein.

- 4.11 **Speed.** Small Vehicles 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.
- 4.12 **Education and Outreach.** Company shall provide education to Small Vehicle Riders on City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to City for review prior to disseminating the information to Riders. Company shall also provide City-specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.
- 4.13 **Daily Removal.** Small Vehicles may be available for use between the hours of 4:00 a.m. and Midnight.
- 4.14 **Inclement Weather.** On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation completely. On days where snow is anticipated, Company shall remove its Small Vehicles from City rights-of-way. Company agrees to hold the City harmless for damage to Small Vehicles caused by City's snow removal operations and for any damage caused to City vehicles by improper location and removal of Small Vehicles.
- 4.15 **Environment.** Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.

## **Section 5. City's Obligations.**

- 5.1 **Use of Right-of-Way.** 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 operation of Company's 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.

Notwithstanding anything herein, the Parties agree that City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces. The City shall have sole discretion to limit or restrict the use of Small Vehicles in certain areas of the City and on certain streets within the City. Company shall submit its plan for its service area to the City's Public Works Director for approval upon execution of this Agreement.

- 5.2 **Approval.** City may deny any increase for more than one hundred and fifty (150) Small Vehicles if City in its sole discretion believes that an increase is not in the best interest of the safety, health, or welfare of its residents or visitors.

**Section 6. Signage.** Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles 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 Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for 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 City's discretion.

#### **Section 7. Default or Termination.**

- 7.1 Except where specifically provided otherwise in this Agreement, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, City may, at its option and in addition to all other rights and remedies which it may have at law or equity against Company, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.
- 7.2 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 is established prior to the conclusion of the Term, City shall have the right to terminate this Agreement.



- 7.3 Notwithstanding anything to the contrary herein, City may suspend or terminate this Agreement at any time if City finds, in its sole discretion, that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City's residents and visitors.
- 7.4 Company's obligation with regards to indemnification as provided in Section 12 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 Small Vehicles.** Upon instances of Default or Termination under Section 7, Company shall remove its Small Vehicles from the right-of-way within two (2) days of being notified of termination by City. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by City. Company agrees to hold the City harmless for any damage to Small Vehicles caused by City's removal and or storage of such vehicles.

**Section 9. Maintenance of Small Vehicles.** Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. City shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

**Section 10. Impounding.** Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. City may remove a Small Vehicle that impacts with the health, safety, or welfare of City residents or visitors and may store the impounded Small Vehicles at a location convenient for the City. City shall give notice and opportunity to cure to Company of the Small Vehicle that impacts the health and safety if it can reasonably do so without affecting health and safety concerns. City will provide photographic or written documentation to Company of the violation. City may assess a penalty of fifty dollars (\$50.00) for each Small Vehicle it impounds. City shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed in City as further described herein. Company is responsible for paying storage costs of fifty dollars (\$50.00) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within (24) hours of receiving notice, City may draw upon the performance bond to recover costs to City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

**Section 11. Performance Bond.** Intentionally left blank.

**Section 12. Insurance.** Company agrees to maintain for the duration of this Agreement, on a primary basis and at its sole expense, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Company is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII:

- i. **Workers' Compensation & Employers Liability.** Company shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$1,000,000 each accident, disease each employee and disease policy limit.
- ii. **Commercial General Liability.** Company shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- iii. **Business Auto Liability.** Company shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- iv. Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- v. The City of Joplin, its elected officials and employees are to be Additional Insured with respect to the terms to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company and the City. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

- vi. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- vii. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Company fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- viii. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Company and/or their employees and/or their subcontractors in the performance of this Agreement.

### **Section 13. Miscellaneous.**

- 13.1. **Hold Harmless and Indemnification Agreement.** To the fullest extent not prohibited by law, Company shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Company, of any subcontractors (meaning anyone including but not limited to contractors having a contract with Company) or a subcontractors for part of the services), of anyone directly or indirectly employed by Company or by any subcontractors, or anyone for whose acts Company or its subcontractors may be liable, in connection with manufacturing Small Vehicles or providing Shared Active Transportation services. This provision does not, however, require Company to indemnify, hold harmless, or defend City from its own negligence or willful misconduct.
- 13.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 13.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Jasper County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 13.4. **Unauthorized Aliens Prohibited.** Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work

within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this Section and shall obtain a Work Authorization Affidavit from each subcontractors performing any of the contracted services.

- 13.5. **General Laws.** Company shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 13.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement, unless otherwise specified herein, shall be delivered via email correspondence with an optional dated copy sent via certified mail to the addresses below.

**IF TO CITY:**

**IF TO COMPANY:**

City of Joplin, Missouri  
ATTN: City Manager  
602 S. Main Street  
Joplin, MO 64801

With a copy to:  
City of Joplin, Missouri  
ATTN: City Attorney  
602 S. Main Street  
Joplin, MO 64801

Any notice required by this Agreement to be given in writing, or that either City or Company wishes to give to the other in writing, shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 13.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 13.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

13.9. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**CITY OF JOPLIN, MISSOURI**

By: \_\_\_\_\_  
Nicholas Edwards, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter C. Edwards, City Attorney

**BIRD RIDES, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the agreement by and between the City of Joplin, Missouri, a Missouri municipal corporation, and Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin, and the City Manager is further authorized to execute agreements substantially in the form of Exhibit A in subsequent years.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by a \_\_\_\_\_ vote.

\_\_\_\_\_  
Ryan D. Stanley, Mayor

ATTEST:

\_\_\_\_\_  
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter C. Edwards, City Attorney