

Memorandum of Understanding

CITY located at [REDACTED] (the "City") will permit Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 ("Company") to provide services under the following terms and limitations. This agreement shall remain in effect until [REDACTED] date and shall renew for successive 12 month periods unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term, or unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement.
- 2) Except as otherwise provided herein, City shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than City's regulation of bicycles. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- 3) Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent 24 hours per day. City may choose to limit operation hours from 4 a.m. to midnight (local time).
- 5) Safety Education: Company shall provide education to Stand-up electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- 6) Data sharing: Company will provide data to the City as necessary to assist with monitoring program usage.
- 7) Indemnification: Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on City notifying

Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

8) Insurance: Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

9) The parties acknowledge that Company may utilize independent business logistics providers to facilitate local operations. The parties further acknowledge that Company may perform any or all of the services contemplated hereunder, including the owning and/or operation of Stand-up electric scooters in City, through one or more of its wholly owned subsidiaries. Company's use of these logistics providers or performance through its wholly owned subsidiaries does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement.

10) Notices: All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement upon (30) thirty days prior written notice if deemed reasonably necessary for public health and safety reasons or if the services or operations hereunder become operationally impracticable.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) This agreement shall be governed by and construed in accordance with the laws of the State of [redacted].

City, State

Bird Rides, Inc.

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Memorandum of Understanding

Albany Oregon will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until January 2023 unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City / County's jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City / County in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City / County consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 50 / 100 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City/County as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless City / County (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against City / County arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's / County's (or City's / County's employees', agents' or affiliates') negligence or willful misconduct. City/County expressly acknowledges that in no event shall Bird Rides, Inc., be liable for any exemplary or punitive damages that are awarded against the City/County as a result of the City or County's fraud or willful or wanton misconduct. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's / County's negligent construction or maintenance of public infrastructure. City's / County's right to indemnification shall be contingent on City / County notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense where Bird Ride, Inc. is indemnifying and holding City harmless. City shall not consent to the entry of a judgment or enter into any

settlement without the prior written consent of Bird Ride, Inc. in any matter in which Bird Ride Inc. is defending/indemnifying City.

9) Insurance: Bird Rides, Inc. shall provide City / County with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City / County, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City/County from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of the Oregon.

Albany Oregon

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____





Title: _____

Signature: _____

Print Name: _____

Title: _____

OREGON MOPED, MOTORIZED SCOOTER, POCKET BIKE GUIDE

DESCRIPTION	MIN. AGE	LICENSE	REGISTRATION	INSURANCE	HELMET	PASSENGER	LIGHTS	MAX CAPABLE SPEED	MAX ALLOWED SPEED	RIDE ON SIDEWALK	RIDE ON BIKE PATH/ LANE	RIDE IN CROSSWALK	POSSIBLE DUII	OREGON VEHICLE CODE
ELECTRIC SCOOTER GAS SCOOTER 	16	NO	NO	NO	YES	NO	YES	24 MPH	15 MPH	NO	YES	NO	YES	801.348 811.440 814.510 814.512 814.518 814.520 814.524 814.534
	Gas – Maximum displacement = 35cc Electric – Maximum output = 1000 watts Approved lighting must be used when operating under limited visibility. Not capable of going faster than 24 mph on level ground. Use may be restricted by local jurisdictions.													
MOTOR ASSISTED SCOOTER 	16	NO	NO	NO	YES	NO	YES	24 MPH	15 MPH	NO	YES	NO	YES	801.348 814.534 814.530 811.440 814.524 (a)(b)(c) (d) 807.020 814.512 814.528 814.526 815.283
	Exempt from helmet requirement if wearing headgear violates religious beliefs. May ride on sidewalk to enter or leave adjacent property, or see 814.524 (a)(b)(c)(d) for additional exceptions Local ordinance may prohibit operation of a motor assisted scooter on bicycle lane or path/ state park paths may also be prohibited, must give audible warning when passing a pedestrian and must yield right of way. Must walk motor assisted scooter in crosswalk, does not apply to person with a disability.													
POCKET BIKE MINI MOTORCYCLE 	–	–	–	–	–	–	–	–	–	–	–	–	YES	801.360 814.200 814.260 814.269 814.310 814.320
	Can operate only on private property with owner's permission. No regulations are listed as these are not legal to operate on highways or premises open to the public. Since they are considered a motor vehicle you will be subject to any number of violations if you operate on public roadways or premises open to the public. These are not motor assisted scooters because the engine is more than 35 cc and can go faster than 24 mph on level ground. They do not meet federal safety standards so they can not be a motorcycle or moped.													
MOPED 	16	YES	YES	YES	YES DOT	NO	YES	30 MPH	–	NO	ONLY UNDER HUMAN POWER	NO	YES	801.345 811.440 814.200 814.260 814.310 814.320
	If it has a combustion engine , the engine must be 35.01 to 50cc . Must be unable to travel more than 30 mph on a level road surface. Must not require clutching or shifting by the operator after the power drive system is engaged. Requires a driver license to operate (but not a motorcycle endorsement). Requires registration and insurance to operate on public roadways and premises open to the public. If the vehicle exceeds either maximum capable speed or engine size, it is a motorcycle.													
DESCRIPTION	MIN. AGE	LICENSE	REGISTRATION	INSURANCE	HELMET	PASSENGER	LIGHTS	MAX CAPABLE SPEED	MAX ALLOWED SPEED	RIDE ON SIDEWALK	RIDE ON BIKE PATH/ LANE	RIDE IN CROSSWALK	POSSIBLE DUII	OREGON VEHICLE CODE

**Chapter 5.70
STAND-UP ELECTRIC SCOOTER PROVIDERS**

Sections:

[5.70.010 Definitions.](#)

[5.70.015 Stand-up electric scooter provider license required.](#)

[5.70.020 City Manager's authority.](#)

[5.70.025 Licenses.](#)

[5.70.030 Penalties.](#)

5.70.010 Definitions.

As used in this chapter:

- (1) "City Manager" includes the City Manager's designee.
- (2) "Stand-up electric scooter" means a device weighing less than 150 pounds that:
 - (a) Is designed to be operated on the ground with not more than three wheels;
 - (b) Has handlebars and a foot support or seat for the operator's use;
 - (c) Can be propelled by motor or human propulsion; and
 - (d) Is equipped with a power source that is incapable of propelling the vehicle at a speed of greater than 24 miles per hour on level ground and has a power output of not more than 1,000 watts.
- (3) "Stand-up electric scooter provider" means a person who offers stand-up electric scooters for rental or other commercial use. (Ord. 1398, § 1, July 6, 2021.)

5.70.015 Stand-up electric scooter provider license required.

No person shall operate the business of a stand-up electric scooter provider in the City of Monmouth without first being licensed as provided in this chapter. (Ord. 1398, § 1, July 6, 2021.)

5.70.020 City Manager's authority.

The City Manager has authority to:

- (1) Issue licenses pursuant to MCC [5.70.025](#);
- (2) Enforce all ordinances, rules and regulations pertaining to stand-up electric scooter providers;

- (3) Revoke or suspend licenses, or deny renewal of licenses, due to noncompliance with the ordinances, rules and regulations pertaining to stand-up electric scooter providers; and
- (4) Adopt rules for the regulation of stand-up electric scooter providers. (Ord. 1398, § 1, July 6, 2021.)

5.70.025 Licenses.

- (1) A stand-up electric scooter provider may not operate in the City without first obtaining and thereafter maintaining a license under this section.
- (2) The City Manager will not issue a license to a stand-up electric scooter provider unless:
 - (a) The applicant submits to the City Manager a completed license application.
 - (b) The applicant has paid all applicable license fees.
 - (c) The applicant has obtained and maintains insurance, and provides satisfactory proof thereof, for:
 - (i) Commercial general liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (ii) Automobile insurance coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and
 - (iii) If the applicant is a subject employer within the meaning of Oregon workers' compensation law, workers' compensation coverage not less than the statutory requirement under Oregon law.
 - (d) The applicant agrees to defend, indemnify, and hold harmless the City for all claims, including costs and attorney fees incurred in defense thereof, arising out of or in any way relating to the operation of stand-up electric scooters offered for rent by the applicant.
- (3) Licenses are valid for the calendar year in which they are issued and the next succeeding calendar year, and must be renewed every two years.
- (4) The license fee required under this section shall be established by resolution of the City Council, and shall be pro-rated if issued for less than a full calendar year. In addition to license application and renewal fees, the City Council may establish a fee payable for each ride completed. (Ord. 1398, § 1, July 6, 2021.)

5.70.030 Penalties.

Violation of any provision of this chapter and any rule adopted by the City Manager under MCC [5.70.020](#)(4) is a class C misdemeanor. (Ord. 1398, § 1, July 6, 2021.)

Administrative Rules for Electric Scooters - City of Monmouth

Authority

These administrative rules are authorized by Monmouth City Code Section 5.70.020(4).

Purpose

These administrative rules are provided to:

- Allow stand-up electric scooter providers to be licensed and comply with, and the City of Monmouth to implement and enforce, MCC 5.70.010 to MCC 5.70.030.
- Clarify how micro-mobility programs can operate within the city to help achieve city policy objectives to reduce carbon emissions, shift transportation modes, and enhance transit and last mile connectivity.
- Require businesses seeking an e-scooter license to provide services according to the policies, procedures, and provisions outlined in these rules in a transparent and uniform way.

Licensing

Stand-up electric scooter providers are required to obtain a license to operate and register the business with the city.

A license from the City is conditioned on compliance with the city code, including conditions for insurance, indemnity, and these rules. No Provider will offer stand-up electric scooters for rent within the City except pursuant to such license and these rules.

A completed license application consists of a letter request submitted to the City Manager that states:

- How the Provider will meet the requirements of MCC 5.70.010
- Providing proof of insurance and city indemnification
- Contact information for the Provider and local manager, including phone, email, and mailing address for the Provider's representative and local fleet manager.
- A written hiring plan that explains how the program will operate, including education and outreach, customer service, and fleet management, including the intent to hire locally for these activities.
- Payment of the license fee of 2-year license, initial cost \$500, \$200 for renewal, and payment of \$0.05 per ride completed.

The City Manager will confirm by letter that the license is issued when requirements are met.

The City will consider issuing or renewing licenses based on market needs, total e-scooters deployed in the city, utilization, operator performance, public safety, seasonal and environmental conditions.

A license is not exclusive. No Provider will be designated as the exclusive operator of Stand-up electric scooters within City's jurisdictional boundaries.

A provider's license may be revoked at any time for a violation of the code and these rules.

Operations

Hours of operation for the provider's stand-up electric scooters to be made available to rent for residents are 4 a.m. to midnight (local time).

Stand-up electric scooters deployed by a licensed provider will meet the following requirements:

1. The Operator's fleet will be deployed each morning in City-designated areas approved by the City Manager.
2. Be parked upright;
3. Be deployed in a manner that meets the Americans with Disabilities Act (ADA) requirements, and does not impede ADA access or paths of travel; and
4. Not be deployed on ramps or steps or in places where they interfere with directional assistance to people with vision impairment.
5. Not be deployed in a manner which obstructs access to or from any building.
6. Not be deployed in landscaped areas.

In the event a safety or maintenance issue is reported for a specific device, that stand-up electric scooter will be made unavailable to users and will be removed within the timeframes provided herein. Any inoperable or unsafe device will be repaired before it is put back into service.

Provider will respond to reports of incorrectly parked Stand-up electric scooters, Stand-up electric scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up electric scooters, by relocating, re-parking, or removing the Stand-up electric scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up electric scooter.

Provider will provide easily visible contact information, including Provider's toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

Provider will provide education to Stand-up electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking. Provider will provide notice to all users that:

1. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
2. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
3. Helmets are required for all users;
4. Where parking the stand-up electric scooter is allowed;
5. Riding responsibly is encouraged.
6. Stand-up electric scooters will be marked by Provider with operator emblem, a unique identification number, requirement for wearing helmets, and riding on sidewalks prohibited.

Provider may stage its Stand-up electric scooters in permitted parking areas as described in this section. To the extent Provider desires to stage Stand-up electric scooters in areas other than the public right-of-way, Provider must first obtain the right to do so from the appropriate City department, property owner, or public agency.

Parking

User regulations are outlined in MCC 10.05.085.

The City may, at any time and in its sole discretion, designate certain areas where mobility devices may not be deployed.

Fleet

Provider will provide a minimum of 50 and a maximum of 100 Stand-up electric scooters at launch.

The City may regulate fleet sizes at the request of the Provider based on expected demand, or adjust permitted fleet sizes based on utilization, performance, and compliance with city requirements.

Accessibility

Providers are required to provide:

- Multilingual customer service, website, signage, outreach, and app.
- Equitable e-scooter distribution and/or availability at the neighborhood-level, which may be required by the city at any time to address the mobility needs of each neighborhood, and require rebalancing of Stand-up electric scooter distribution on at least a daily basis.
- Options for renting a scooter with cash and without a cellular phone.
- Discounts for low-income users and publicize available discount programs.
- Options for providing adaptive e-scooters for persons with disabilities.

Complaint Resolution

Provider must maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Provider must maintain and publicize a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. These services will be compliant with the Americans with Disabilities Act.

Data

Reporting requirements are established that allow the city to monitor compliance of e-scooter providers with city requirements; assess the impacts of e-scooters on congestion, safety and the environment; evaluate equity concerns; and determine infrastructure investment needs.

Provider will submit monthly data every 6 months to determine and demonstrate the utilization rate of vehicles in Provider's fleet and rider demographics. The data may be anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on Provider's Stand-up electric scooters, provided that, to ensure individual privacy:

- Data is provided in a readable report and may use an application programming interface, subject to Provider's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- Any such data provided will be treated as trade secret and proprietary business information, will not be shared to third parties without Provider's consent, and will not be treated as owned by the local authority; and

- Such data will be considered personally identifiable information, and will under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

Penalties

Users of Stand-up electric scooters who violate these provisions may be fined consistent with MCC 5.70.010. Providers who violate these provisions may face license revocation.

Stand-Up Electric Scooter Business Operations Agreement

This Stand-Up Electric Scooter Business Operations Agreement (“Agreement”) is entered into by and between the City of Cottage Grove (“the City”), an Oregon municipal corporation, and _____ (“Company”), a _____ registered in Oregon with a principal place of business at _____ (each a “Party” and, collectively, “the Parties”).

The Parties hereby agree as follows:

1. Purpose.

The purpose of this Agreement is to establish the conditions under which the City will grant Company a revocable, non-exclusive, non-assignable, non-transferable, and non-sublicensable license to operate its stand-up electric scooter business within the City’s jurisdiction.

2. Term; Termination.

This Agreement shall be effective upon the last Party’s signature and shall terminate _____, except that either Party may terminate this Agreement earlier for any reason upon thirty days’ written notice to the other Party. Company shall cease all operations and remove all of its equipment from City property and public rights-of-way within seven calendar days of this Agreement’s termination.

3. License Application.

Company agrees to comply with all requirements of the City’s License Application for operating a stand-up electric scooter business within the City’s jurisdiction. Company agrees to promptly update its License Application to reflect any changes to its status.

4. City Code and Rules.

Company agrees to comply with all applicable City code and rules in the operation of its stand-up electric scooter business and acknowledges that failure to do so may result in enforcement actions for breach of contract under this Agreement as well as under Cottage Grove Municipal Code.

5. Data Sharing.

Company agrees to share with the City, on a monthly basis, all anonymized locational data it collects from its customers within the City’s jurisdiction.

6. Indemnification.

To the extent permitted by law, Company shall indemnify, defend, and hold harmless the City, its employees, agents, affiliates, and elected officials from and against all actions, damages or claims brought against the City arising from Company’s negligence or willful misconduct, except for actions, damages, or claims arising from the City’s sole negligence or willful misconduct.

7. Insurance.

Company agrees to obtain and maintain the following insurance coverage and amounts:

General Commercial Liability Insurance: \$2,000,000 per occurrence; \$4,000,000 aggregate.

Automobile Insurance: \$1,000,000 per occurrence; \$1,000,000 aggregate.

Workers' Compensation: As required by Oregon law.

Company shall provide the City with a copy of the current Certificate of Insurance that confirms the above coverages in the required amounts and lists the City as an additional insured. Company shall give the City at least thirty days' written notice prior to cancelling any of the insurance coverage required by this section.

8. Remedies.

If Company defaults on its obligations under this Agreement or otherwise breaches this Agreement, the City may immediately terminate this Agreement, revoke Company's license to operate its stand-up electric scooter business, and impose any penalties upon Company that are permitted by City code or rule. In addition, the City is also entitled to any other equitable or legal remedies available. The City's waiver of any breach of this Agreement shall not constitute a waiver of any other subsequent breach of this Agreement.

9. Dispute Resolution.

If any disputes, disagreements, or controversies arise between the Parties pertaining to the interpretation, validity, or enforcement of this Agreement, the Parties shall, upon the request of the City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other Party a written request for arbitration. Within five (5) days of receipt of such request, the Parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the Parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, Lane County, Oregon, upon the request of either Party submitted in accordance with ORS 36.645. If the Parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the Parties.

10. Governing Law.

This Agreement shall be interpreted and construed in accordance with Oregon law.

11. Consent to Jurisdiction.

The Parties hereby consent to the jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertain to this Agreement, including, but not limited to, its enforcement or interpretation.

12. Severability.

If any part, term, section, or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remainder of this Agreement shall not be affected and the rights and obligations of the Parties shall be interpreted and in force as if the Agreement did not contain the particular part, term, section, or clause held to be unenforceable.

13. Entire Agreement; Modification.

This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the matters contained within. This Agreement may only be modified or amended by a writing signed by both Parties.

For Company:

For the City:

Name: _____

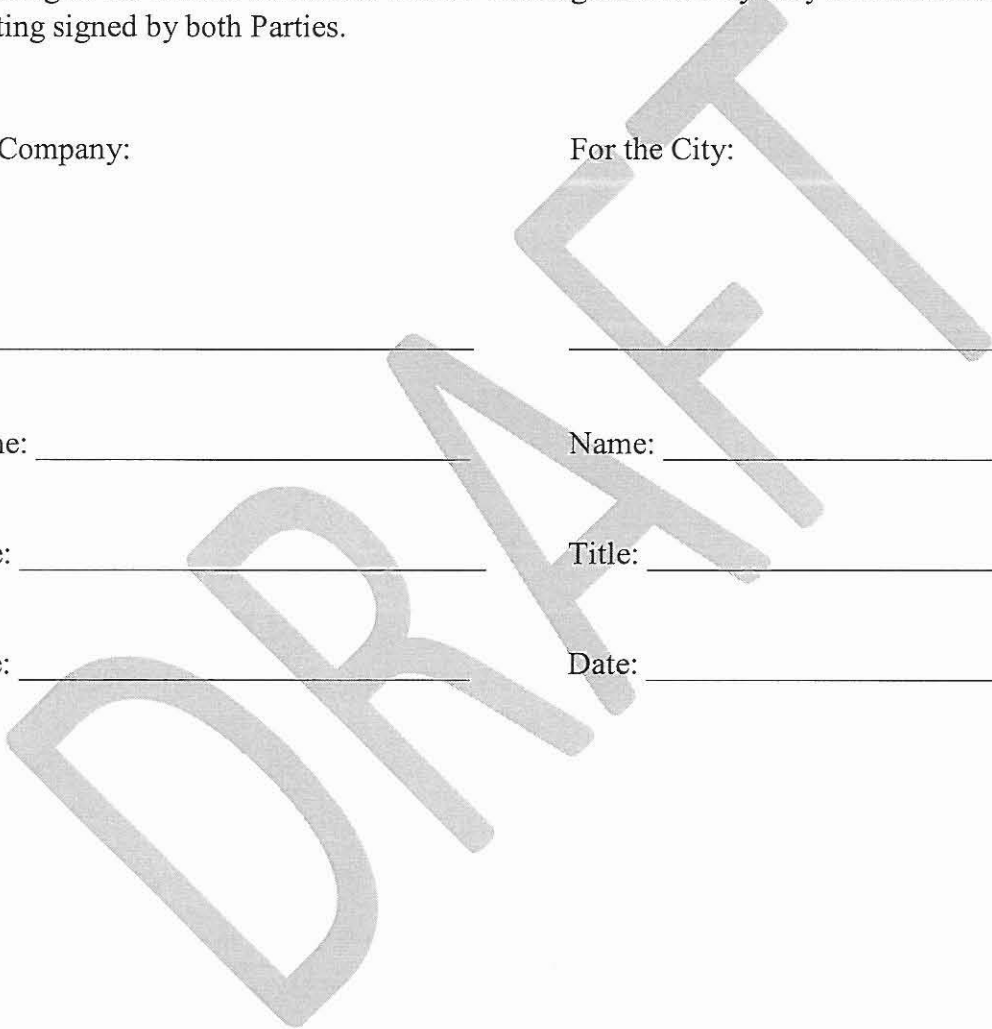
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COTTAGE GROVE MUNICIPAL CODE _____ BY
ADDING _____ LICENSING AND REGULATION OF STAND-UP ELECTRIC
SCOOTERS

WHEREAS, the City of Cottage Grove (“the City”) was approached by Bird Rides, Inc., regarding the deployment of its stand-up electric scooter service within the City; and

WHEREAS, the City desires to encourage the use of stand-up electric scooters as an environmentally friendly, cost-effective, and accessible means of transportation within the City and allow for other stand-up electric scooter companies to provide service within the City; and

WHEREAS, the City also desires to regulate stand-up electric scooters services to ensure the safety of the community; and

WHEREAS, the City finds that amending the Cottage Grove Municipal Code to provide for the licensing and regulation of stand-up electric scooter providers will encourage and permit the safe deployment of stand-up electric scooter services within the City.

THE CITY OF COTTAGE GROVE ORDAINS AS FOLLOWS:

SECTION 1: The City Council hereby adopts the above findings and those contained within the Staff Report, attached hereto as Exhibit _____ and incorporated herein by this reference, in support of the proposed Cottage Grove Municipal Code amendments.

SECTION 2: The Cottage Grove Municipal Code _____ is hereby amended to add a new _____ to read as shown in Exhibit _____.

SECTION 3: All unamended Sections of the Cottage Grove Municipal Code shall remain in full force and effect.

SECTION 4: This ordinance shall become effective thirty (30) days after its passage.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

Jeffrey D. Gowing, Mayor

Dated: _____

ATTEST:

Richard Meyers, City Manager

Dated: _____

EXHIBIT

Cottage Grove Municipal Code

STAND-UP ELECTRIC SCOOTER PROVIDERS

Sections:

Sec. 0.00.010 Definitions.

Sec. 0.00.020 Registration and license required.

Sec. 0.00.030 City Manager's authority.

Sec. 0.00.040 License application.

Sec. 0.00.050 Penalties.

Sec. 0.00.010 Definitions.

As used in this chapter:

- (1) "City Manager" means the City Manager or the City Manager's designee.
- (2) "Stand-up electric scooter" means a device weighing less than 150 pounds that:
 - (a) Is designed to be operated on the ground with not more than three wheels;
 - (b) Has handlebars and a foot support for the operator's use;
 - (c) Can be propelled by a motor or human propulsion; and
 - (d) Is equipped with a power source that is incapable of propelling the vehicle at a speed greater than 24 miles per hour on level ground and has a power output of not more than 1,000 watts.
- (3) "Stand-up electric scooter provider" means a person who offers stand-up electric scooters for rental or other commercial use.

Sec. 0.00.020 Registration and License required.

No person shall operate the business of a stand-up scooter provider in the City of Cottage Grove without first registering the business, obtaining a license, and paying the associated fees as provided in this chapter.

Sec. 0.00.030 City Manager's authority.

The City Manager has authority to:

- (1) Issue licenses pursuant to _____;
- (2) Enforce all ordinances, rules, and regulations pertaining to stand-up scooter providers;
- (3) Revoke or suspend licenses, or deny renewal of licenses, due to noncompliance with the ordinances, rules, and regulations pertaining to stand-up electric scooter providers;
- (4) Adopt rules for the regulation of stand-up electric scooter providers; and
- (5) Adopt rules for the use of stand-up electric scooters.

Sec. 0.00.040 License application.

- (1) A stand-up electric scooter provider may not operate in the City without first obtaining and thereafter maintaining a license under this section.
- (2) The City Manager will not issue a license to a stand-up electric scooter provider unless:
 - (a) The applicant submits to the City Manager a completed License Application.
 - (b) The applicant has paid all applicable license fees.
 - (c) The applicant has obtained and maintains insurance, and provides satisfactory proof thereof, as required in the License Application.
 - (d) The applicant agrees to defend, indemnify, and hold harmless the City for all claims, including costs and attorney fees incurred in defense thereof, arising out of or in any way relating to the operation of stand-up electric scooters offered for rent by the applicant.
- (3) License are valid for the calendar year in which they are issued and the next succeeding calendar year, and must be renewed every year by completing and resubmitting the License Application.
- (4) The license fee required under this section shall be established by resolution of the City Council, and shall be pro-rated if issued for less than a full calendar year. In addition to license application and renewal fees, the City Council may establish a fee payable for each ride completed.

Sec. 0.00.050 Penalties.

Violation of any provision of this chapter and any rule adopted by the City Manager under this chapter shall be punished by _____.

Administrative Rules - Stand-Up Electric Scooters

Authority

These administrative rules are authorized by Cottage Grove Municipal Code _____

Purpose

The purpose of these administrative rules is to implement and enforce regulations regarding the licensing, operation, and use of stand-up electric scooter companies under Cottage Grove Municipal Code _____

Licensing

1. No company may provide stand-up electric scooter services within the City without first registering with the City and obtaining a license.
2. No company will be issued a license until it completes the License Application, signs the Operating Agreement, and pays all fees.
3. Licenses are valid for _____.
4. Companies wishing to renew their license must complete and resubmit the License Application
5. The City may revoke a license for any violation of the Operating Agreement or the City's code or rules.

Operations

1. Each company may deploy no more than _____ stand-up electric scooters within the City, unless otherwise authorized by the City Manager, in writing.
2. Stand-up electric scooters may only be available to rent between the hours of _____
3. Stand-up electric scooters may only be deployed in the areas designated on Exhibit A of these rules.
4. Stand-up electric scooters must be limited to use in the designated areas on Exhibit A of these rules.
5. Stand-up electric scooters may only be parked in the areas designated on Exhibit A of these rules.
6. Stand-up electric scooters must be deployed in an upright position.
7. Stand-up electric scooters may not be deployed in a manner that impedes or obstructs access to or travel upon paths of travel, such as sidewalks, paths, and roads.
8. Stand-up electric scooters may not be deployed in a manner that impedes or obstructs access to buildings.
9. Stand-up electric scooters may not be deployed in landscaped areas.
10. Malfunctioning stand-up electric scooters must be made unavailable for use and removed within 24 hours.

11. Stand-up electric scooters that are misplaced, outside the designated use areas, improperly stored, or otherwise in violation of these rules must be removed within 24 hours.
12. Every stand-up electric scooter must contain contact information for users or members of the public to report stand-up electric scooters that are malfunctioning, misplaced, in need of relocation, or otherwise in violation of these rules.
13. Companies providing stand-up electric scooters within the City must give their customers notice of the City's rules regarding the use of stand-up electric scooters.

Use of Stand-up Electric Scooters

- 1.
- 2.
- 3.

Reporting and Data-Sharing

1. Companies providing stand-up electric scooters must submit to the City monthly reports containing:
 - a. The number and type of complaints received and how they were addressed;
 - b. User-involved collision and injury reports;
 - c. Maintenance logs;
 - d. Historical ride-trip data;
 - e. Education and outreach efforts; and
 - f. Penalties and other enforcement actions issued to users.
2. Companies providing stand-up electric scooter services must also share with the City, on a monthly basis, any locational data they collect on rides that begin or end within the City.
 - a. Locational data shall be anonymized and shared in the following format: