

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this ____ day of _____, 2024.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

770 Harmston Avenue
Courtenay, BC V9N 0G8

(the "CVRD")

AND

CITY OF COURTENAY

830 Cliffe Avenue
Courtenay, BC V9N 2J7

("the City")

AND

TOWN OF COMOX

1809 Beaufort Avenue
Comox, BC V9M 1R9

("the Town")

WHEREAS:

- A) The Parties wish to provide a regional shared micro mobility program (the "Program"), involving electric bikes, to the Comox Valley and within the boundaries of the City and the Town.
- B) The Parties agree that the CVRD shall be responsible to administer a contract with ("Service Provider") to operate the Program within the municipal boundaries of the City and the Town.
- C) A Memorandum of Understanding (MOU) is beneficial for the purposes outlining the roles and responsibilities related to the provision of the service.

NOW THEREFORE THIS AGREEMENT WITNESSES in consideration of the mutual premises and covenants herein contained and other good and valuable consideration, the CVRD, the City and the Town covenant and agree as follows:

1. SERVICES

- 1.1. The CVRD will administer a contract with the Service Provider to operate the Program within the Comox Valley.

2. LAND AND PREMISES

- 2.1. The City and the Town will allow the CVRD's Service Provider to operate the Program within their municipal boundaries and park bikes on designated municipal roads, sidewalks and properties as agreed to between the service provider and each municipality.
- 2.2. The CVRD will ensure that the Service Provider will remove or relocate designated parking locations at the written request of the Town or the City.

3. TERM

- 3.1. The CVRD shall provide the Program for a period of two (2) years (the Term), commencing on May 1, 2024 and ending on May 1, 2026 with an option to renew for three (3) additional one (1) year terms, subject to written approval by all Parties.

4. FINANCIAL CONSIDERATIONS

- 4.1. Except as expressly set forth herein, or as agreed to elsewhere by CVRD and the Town or City, all costs and expenses associated with the Program, including without limitation those incurred with respect to the administration, liability and insurance, design, assembly, installation, maintenance, repair, servicing, and disassembly of the micro mobility devices, shall be borne entirely by the Service Provider.

5. INDEMNITY AND INSURANCE

- 5.1. The CVRD, the City and the Town hereby agree to indemnify and save harmless the other, its officers, employees, elected officials and agents against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related , occasioned by or attributable to the negligent acts, errors or omissions of, or breach of this agreement by, the Service Provider, its servants, agents, sub-contractors or sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission.
- 5.2. The Service Provider will indemnify and save harmless the Licensee, including its officers, employees, and agents, against all claims, demands, losses, costs (including legal costs), damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related occasioned by, or to attributable to the negligent acts, errors or omissions of, or breach of this Agreement by, the Service Provider, its servants, agents, sub-contractors or sub-operators, in discharging its obligations. The CVRD, the City and the Town are to be added as additional insured parties on the Service Providers insurance policy, and the policy shall contain a cross liability clause.

6. TERMINATION

- 6.1. At any time during the Term, the City and the Town may terminate this agreement on two (2) month's written notice to the CVRD.
- 6.2. The CVRD reserves the right to cancel all or any part of this agreement if the Program is not being performed to the satisfaction of the CVRD.

7. GENERAL

- 7.1. This agreement, and any rights or obligations of any party hereunder, shall not be transferred or assigned without the prior written consent of the other parties.
- 7.2. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
- 7.3. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable from this agreement.
- 7.4. The schedules attached to this agreement form part of this agreement.
- 7.5. This agreement must be construed in accordance with and governed by the laws applicable in the province of British Columbia.
- 7.6. Each of the parties hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this agreement.
- 7.7. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding as of the date first above written.

COMOX VALLEY REGIONAL DISTRICT

Signature
Name and Title

Signature
Name and Title

CITY OF COURTENAY

Signature
Name and Title

Signature
Name and Title

TOWN OF COMOX

Signature
Name and Title

Signature
Name and Title