

**SHARED E-BIKE AND E-SCOOTER PILOT PROGRAM
LICENCE AND SERVICE AGREEMENT**

THIS AGREEMENT is dated for reference the ____ day of _____, 2023.

BETWEEN:

CITY OF COQUITLAM, a municipal corporation having offices at 3000
Guildford Way, Coquitlam, B.C. V3B 7N2
(the “**City**”)

AND:

[NAME], a [•] having offices at [•]
(the “**Contractor**”)

WHEREAS:

- A. The City issued Request for Proposals No. 23-027 – Shared E-Bike and E-Scooter Pilot Program (the “**RFP**”) to invite proposals from parties with experience managing a publicly accessible shared e-bike and e-scooter program for the City’s micromobility pilot program;
- B. The Contractor submitted a proposal dated [•] in response to the RFP (the “**Proposal**”) and was selected by the City as the successful proponent; and
- C. The parties wish to enter into this Agreement to set out the terms and conditions upon which the Contractor will provide the services described in the RFP.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the following words have the following meanings:

- (a) “**Applicable Laws**” means all statutes, laws, regulations, bylaws, orders, rules, notices, codes, permits and other requirements of any authority having jurisdiction;
- (b) “**Customer**” means a person that rents or licenses a Device from the Contractor;
- (c) “**Devices**” means the micromobility equipment to be provided by the Contractor pursuant to this Agreement, including E-Bikes and E-Scooters;
- (d) “**Dockless Micromobility Stations**” means the parking and storage spaces for Devices located on City land or rights of way as shown outlined in bold on Schedule A hereto;

- (e) **“E-Bike”** means a motor assisted cycle as defined in the *Motor Vehicle Act*, RSBC 1996, c. 318;
- (f) **“E-Scooter”** means an electric kick scooter as defined in the Electric Kick Scooter Pilot Project Regulation, B.C. Reg. 90/2021;
- (g) **“Extended Service Area”** means the service area that the Contractor proposes and requests to operate in within the City of Coquitlam, as approved by the City in advance, beyond the *Service Area*;
- (h) **“Maintenance”** means repairing all physical damage, including vandalism, and normal wear and tear, removing all graffiti, stickers or posted messages, and retrieving lost or stranded *Devices*, as required;
- (i) **“Proposal”** has the meaning set out in Recital B;
- (j) **“RFP”** has the meaning set out in Recital A;
- (k) **“Security Deposit”** has the meaning set out in Section 4.2;
- (l) **“Service Area”** means the cumulative geographic area as shown on Schedule B hereto and the *Extended Service Area* within which the Contractor will provide *Services*;
- (m) **“Services”** has the meaning set out in Section 5.1; and
- (n) **“Term”** has the meaning set out in Section 3.1.

2.0 LICENCE

- 2.1 Subject to the terms and conditions of this Agreement, the City hereby grants to the Contractor a revocable, non-exclusive licence to use the *Service Area* and to access and use the Dockless Micromobility Stations, and such other City property and rights of way as contemplated hereunder, during the *Term* for the purpose of operating an e-mobility device sharing program and providing the *Services*.
- 2.2 The Contractor covenants and agrees to obtain and maintain in good standing all required federal, provincial and municipal licences, permits or other approvals necessary to own and operate the *Devices* and to perform the *Services*.

3.0 TERM AND TERMINATION

- 3.1 The term of this Agreement will commence on [June 1], 2023 and end on December 31, 2024, subject to earlier termination or extension as provided herein (the **“Term”**).
- 3.2 The Contractor agrees to provide the *Services* during, at a minimum, the following months during the *Term*, unless otherwise agreed to in writing by the City: [January to December].
- 3.3 The City may terminate this Agreement upon written notice to the Contractor if:
 - (a) the Contractor breaches any term of this Agreement and such breach is not cured within 10 days after notice of the breach has been provided to the Contractor;
 - (b) the Contractor does or permits anything to be done that causes or may result in the cancellation of any insurance coverage required by this Agreement;

- (c) the Contractor becomes bankrupt or insolvent or takes the benefit of any law for bankrupt or insolvent debtors or takes any winding-up or dissolution action;
- (d) the Contractor assigns any of its rights under this Agreement without the prior written consent of the City; or
- (e) the Province of British Columbia terminates the Electric Kick Scooter Pilot Project or if there is any change in Applicable Laws that would prohibit the Services or materially impact this Agreement.

4.0 FEES AND SECURITY DEPOSIT

- 4.1 The Contractor will pay the City a fee of [minimum \$50] per Device per annum. The fees for the initial Devices deployed pursuant to Sections 5.1(b) and 5.1(c) are payable by the Contractor within [15] days of the commencement of the Term, for the period ending December 31, 2023. The fees for 2024 are payable on or before January 1, 2024.
- 4.2 The Contractor will pay the City a security deposit of \$15 per Device (the “**Security Deposit**”) to be held by the City for the duration of the Term in accordance with the terms and conditions set out herein.
- 4.3 In the event the number of Devices is increased during the Term, the Contractor will provide an advance written notice to the City requesting such increase, accompanied by payment of the per Device fee set out in Section 4.1, for the period from the date of deployment to the end of the then-current calendar year, and the per Device security deposit set out in Section 4.2. Failure to provide such advance notice, payment and deposit within 15 days of any deployment of additional Devices will constitute a material breach of this Agreement.
- 4.4 The City may draw upon and use the Security Deposit as follows:
 - (a) if the City is obliged to retrieve, remove, transport or re-park a Device due to non-compliance by the Contractor with the requirements of this Agreement or to address a safety concern, the City may charge its costs, based on the City’s hourly crew rate plus 15% for overhead;
 - (b) if the City is obliged to impound a Device due to non-compliance by the Contractor with the requirements of this Agreement, the City may charge a fee of \$50 per Device plus \$1 per day for storage;
 - (c) if the Dockless Micromobility Stations or any other City property is damaged by the Contractor or any of its Customers and the costs of repair or replacement are not paid by the Contractor within 30 days of written demand, the City may charge its costs of repair or replacement.
- 4.5 If the Security Deposit is depleted or, in the City’s opinion, becomes insufficient to cover the balance of the Term, the City may require the Contractor to provide additional funds for the Security Deposit or invoice the Contractor for the costs otherwise deductible from the Security Deposit or both. Failure to promptly provide such additional Security Deposit or to pay any such invoices within 30 days will constitute a material breach of this Agreement.

4.6 The City will return the balance of the Security Deposit, if any, upon expiry of the Agreement.

5.0 SERVICES

5.1 The Contractor covenants and agrees to:

- (a) supply, install, deploy, establish, operate, maintain and manage E-Bikes and E-Scooters for use by members of the public;
- (b) deploy, within 30 days of the commencement of the Term, and operate and maintain during the Term, a minimum fleet of [•] E-Bikes throughout the Service Area. Any increase to the fleet shall be first approved by the City in writing, pursuant to this Agreement;
- (c) deploy, within 30 days of the commencement of the Term, and operate and maintain during the Term, a minimum fleet of [•] E-Scooters throughout the Service Area. Any increase to the fleet shall be first approved by the City in writing, pursuant to this Agreement;
- (d) provide a safe, clean and accessible system that allows public access and use of the Devices [24] hours per day, 7 days a week, unless weather or other circumstances beyond the Contractor's reasonable control inhibits use for a period of time;
- (e) keep all Devices sufficiently charged so as to maintain a high level of service to Customers and otherwise meet the intent and requirements of this Agreement;
- (f) maintain and keep the Devices in good and safe condition, including conducting regular inspections and repairing or replacing Devices as needed; and
- (g) provide all such other services and perform all such other actions as set out in this Agreement, the Proposal and the RFP

(collectively, the "**Services**").

5.2 The Contractor will provide the Services and otherwise perform its obligations hereunder in compliance with all Applicable Laws.

5.3 The Contractor will [insert details of commitments regarding distribution and rebalancing of Devices throughout the Service Area to provide adequate and equitable access as further described in its proposal and as approved by the City].

5.4 The Contractor will provide the City with [•] free membership accounts for the Devices, for the Term of this Agreement to ensure compliance with Agreement requirements.

5.5 Nothing in the Agreement is to be construed as granting the Contractor the exclusive right to provide the Services in the City of Coquitlam.

6.0 EQUIPMENT

6.1 The Contractor will supply all equipment, technology, supplies, utilities and other items, including the Devices, required to provide the Services, other than the Dockless Micromobility Stations, which will be provided by the City.

- 6.2 The Contractor agrees that all Devices will comply with the technical and other specifications set out in the Proposal unless otherwise agreed to in writing by the City.
- 6.3 The Contractor will ensure all Devices:
- (a) comply with the requirements of Applicable Laws, including the *Motor Vehicle Act*, RSBC 1996, c. 318, the Electric Kick Scooter Pilot Project Regulation, B.C. Reg. 90/2021 and the City's Street and Traffic Bylaw No. 4402, 2014, as applicable;
 - (b) display contact information for the Contractor, including a toll-free phone number so that Customers or members of the public can report issues or make relocation requests;
 - (c) have the following minimum features:
 - (i) kickstand;
 - (ii) bell or sound-making device;
 - (iii) brakes;
 - (iv) reflective material on the sides;
 - (v) one white light on the front and one red light on the back that turns on automatically and stays on while in operation;
 - (vi) governor that limits the speed of the Device to 24 km/h and can further reduce speeds to 10 km/hr in zones specified by the City's General Manager of Engineering and Public Works;
 - (vii) a unique identifier number that is clearly displayed and visible;
 - (viii) geo-fencing technology that can both slow down or stop a Device depending on the location;
 - (ix) active location tracking component capable of providing real-time location data of the Device, even when it is not in use;
 - (x) internal electric lock that can operate wirelessly by mobile phone application to lock the Device wheels when not in use; and
 - (xi) a battery level indicator.
- 6.4 The Contractor will maintain the mobile application, web page and all other equipment, software and technology in good working order, including routine and necessary maintenance and repairs.
- 6.5 The Contractor will maintain each deployed Device in good order and will repair or remove any Device that is not in good working order. For clarity a Device is in good working order if:
- (a) The Device and all of its components, including optional components, are present and functioning properly; and
 - (b) The Device's unique identifier, Contractor's trade name and contact information is visible.

- 6.6 The Contractor will immediately remove from service any Devices that require maintenance, have a known or suspected safety concern or are otherwise not suitable for safe use. If the Contractor receives notice or otherwise believes that a Device is unsafe to operate, the Operator shall remotely suspend rental on that Device immediately, or at the very least, no more than one (1) hour after being notified of the problem, until the Contractor repairs or removes the Device.
- 6.7 For clarity a Device is considered unsafe to operate if:
- (a) One or more of the following components is missing or does not properly function;
 - (i) device structural frame;
 - (ii) wheel assembly, including wheels, tires, hubs, spokes and axles;
 - (iii) lights and reflectors;
 - (iv) brakes;
 - (v) pedals;
 - (vi) locking mechanism;
 - (vii) location tracking equipment;
 - (viii) handlebars, including their alignment;
 - (ix) bell or horn;
 - (x) acoustic signaling device;
 - (xi) kickstand;
 - (xii) required informational signage, placards or stickers; or
 - (xiii) battery, if absent or if depleted but undamaged; OR
 - (b) Due the malfunction, a rider who attempts to ride the Device would be at higher risk of a fall, collision, or injury.
- 6.8 The City may provide written notice to the Contractor when it reasonably considers that a Device, equipment or structure or structure requires immediate Maintenance. The Contractor shall, as soon as possible, but no later than twenty-four (24) hours after receiving such notice from the City, undertake regular Maintenance of such Device, equipment or structure identified in the City's notice.
- 6.9 In the event that the Contractor fails to complete the Maintenance of any Device, equipment or structure, the City may, acting reasonably, undertake the Maintenance and recover its costs in accordance with this Agreement.
- 6.10 The Contractor will ensure that all Devices are equipped with geo-fencing technology to automatically slow down the Device upon entry and come to a gradual stop to prevent riding within the following areas,:
- (a) All City parks, except where permitted;
 - (b) Streets with a posted speed limit over 50 km/h;

- (c) Other areas to be specified by the City at its sole discretion throughout the Terms of the Agreement.
- 6.11 The Contractor will ensure all Devices are equipped with geo-fencing technology to automatically reduce the Device's speed to ten (10) km/h upon entry into the following areas to prevent riding at high speeds:
 - (a) Areas to be specified by the City at its sole discretion throughout the Term of this Agreement.
- 6.12 The Contractor will regularly monitor Devices to ensure proper Maintenance thereof and to ensure that the fleet of Devices remains at a rate of at least 80% usability.
- 6.13 The Contractor will [insert details of commitments with respect to provision and use of helmets as further described in its proposal and as approved by the City].
- 6.14 The Contractor may not display third party advertising or sponsored content on the Devices without the prior written approval of the City.
- 6.15 All Devices and equipment used by the Contractor in connection with this Agreement, unless otherwise expressly set forth in this Agreement, will remain the property of the Contractor, and will at no time be deemed property belonging to the City. The Dockless Micromobility Stations, and any other equipment belonging to the City used in connection with this Agreement, will remain the property of the City. The Contractor will not, directly or indirectly, cause or permit any lien, charge, security interest, claim or other encumbrance on or with respect to City property or equipment.

7.0 OPERATIONS AND MAINTENCE

- 7.1 The Contractor will establish and maintain a web-based and a downloadable mobile application in connection with use of the Devices, that includes, at a minimum, the following features:
 - (a) requires riders to acknowledge riding on sidewalks in prohibited;
 - (b) requires riders to acknowledge that they are 16 years or older, before they can begin their ride;
 - (c) provides the ability to identify and alert Customers who improperly park in non-permitted areas;
 - (d) provides the ability to identify and temporarily or permanently prohibit riders from using the devices if they commit several infractions; and,
 - (e) [insert details as further described in its proposal and as approved by the City]
- 7.2 The Contractor will have all necessary software and technology to be able to monitor Customer usage of the Devices and make adjustment to quantities of Devices at particular Dockless Micromobility Stations and to monitor charging levels of Devices.
- 7.3 The Contractor will provide ongoing support, training, parts and other agreed upon services and actions for its local operational personnel to ensure continued access and enjoyment of the Devices by Customers without interruption.

- 7.4 The Contractor will maintain qualified personnel and ensure adequate staffing to respond to Customer demands, including a dedicated local operations manager to the City, and staffing for expected large-scale community events. The Contractor will employ sufficient personnel in number and skill to be capable of providing the Services.
- 7.5 The Contractor will:
- (a) require that Devices be returned and parked at Dockless Micromobility Stations, where required, unless otherwise agreed to in writing by the City, and in an upright position with all wheels in contact with the ground;
 - (b) regularly monitor and remove Devices parking in unauthorized areas and mis-parked Devices; and,
 - (c) respond promptly and effectively to reports of pedestrian or vehicle obstructions and safety concerns and will remedy the obstruction or safety concern as soon as possible and not more than [•] minutes after the report was made.
- 7.6 Devices shall all be parked in accordance with the following conditions:
- (a) no device shall be parked such that it reduces the width of the pedestrian path of travel along the sidewalk to less than one and a half (1.5) meters; and,
 - (b) no device shall be parked such that it obstruct utility accesses, garbage bins, doorways or other accesses to buildings.
- 7.7 Devices shall not be parked in or blocking access, including but not limited to, the following:
- (a) benches;
 - (b) fire hydrants;
 - (c) ramp or staircase railings;
 - (d) traffic control signs;
 - (e) patios;
 - (f) utility infrastructure;
 - (g) street lights and power poles;
 - (h) transit step signs or shelters;
 - (i) bus stops and bus zones;
 - (j) loading zones;
 - (k) accessible parking zones;
 - (l) wheelchair ramps, bicycle ramps or curb ramps;
 - (m) bridges;
 - (n) center median islands;

- (o) within 2.0 meters of an access to a garage or driveway (measured from the low point);
 - (p) street furniture that requires pedestrian access (benches, pay parking station, bus shelters); or,
 - (q) anywhere signage may be posted prohibiting the parking of devices.
- 7.8 The Operator shall ensure that each Device is properly and safely parked whenever it is not being rented and shall re-park or remove any Device that is not parked in accordance with the requirements in this Agreement.
- 7.9 The City may, in its sole discretion, determine and specify the location of any Dockless Micromobility Parking Station for the Devices. Throughout the Term, and at its sole discretion, the City may permit the establishment of Dockless Micromobility Parking Stations at locations identified by the City.
- 7.10 The Contractor can request additional Micromobility Parking Stations, in writing, to the City. The Contractor can identify, in partnership with the City, Micromobility Parking Stations that do not:
- (a) create a visibility obstruction for pedestrians and/or motor vehicles;
 - (b) create a physical obstruction for pedestrians and/or motor vehicles;
 - (c) create a safety hazard for pedestrians and/or bus stops; and/or
 - (d) unreasonably obscure traffic signs and/or bus stops; and/or
 - (e) unreasonably impact the visibility or effectiveness or advertising on transit shelters, benches and bicycle parking facilities.
- 7.11 The Contractor will [insert details of commitments regarding geo-fenced controls, such as slow zones, no riding zones, and no parking zones].
- 7.12 The Contractor will [insert details of any commitments regarding co-existence with another operator].
- 7.13 In the event of a significant weather event, emergency, or other situation that may pose a risk to the Devices or to the public in connection with the parking or use of the Devices, or if directed in writing to do so by the City, the Contractor will temporarily collect and securely store all Devices and associated equipment, at its own expense, within six (6) hours of receiving notification from the City.
- 7.14 The Contractor will also temporarily remove all Devices and associated equipment identified by the City by 6 P.M. of the evening before a planned road closure for a festival, event, protest, or similar special event. The City shall provide at least seven (7) days notice to the Contractor for such events.
- 7.15 Notwithstanding any provision of this Agreement, the City may, but is not obligated to, retrieve, remove, transport, re-park or impound a Device due to non-compliance by the Contractor with the requirements of this Agreement or to address a safety concern at the Contractor's expense and may recover the costs in accordance with this Agreement,

except for any removal related to an emergency where the City does not provide advance notice to the Contractor. The City will return all Devices and associated equipment as soon as reasonably possible under the circumstances.

8.0 ENCOURAGEMENT AND COMMUNITY ENGAGEMENT

8.1 The Contractor will prepare and provide communication material and an educational campaign intended to prepare Customers to operate Devices and for public engagement purposes as further described in its proposal and as approved by the City. The said communication and educational material shall be prepared and ready for implementation on the deployment date and shall be available to the public throughout the duration of the Terms of this Agreement.

8.2 Upon the City's request, the Contractor will attend the meetings of the City's Advisory Committees and be available to answer any questions that the Committees may have related to the operation of Devices under this Agreement.

9.0 CUSTOMER EDUCATION AND SAFETY PLAN

9.1 The Contractor will prepare and provide communication material and an educational campaign intended to prepare Customers to operate Devices safely and for public engagement purposes as further described in its proposal and as approved by the City.

9.2 The Contractor will develop and maintain a Customer education safety plan in a form acceptable to the City that, at a minimum:

- (a) educates riders on safe riding behaviours, regulations, and parking;
- (b) communicates penalties for noncompliance to riders; and,
- (c) [insert details of commitments as described in its proposal and as approved by the city].

9.3 The Contractor is responsible for informing and educating Customers on how to ride and park a Device properly within the Service Area and educate them on all regulations and requirements outlined in this Agreement.

9.4 The Contractor will attend at minimum three (3) in-person community workshops as arranged by the City. The two (2) hour workshops will be staffed by two (2) certified instructors, already contracted to the City. Dates for workshops will be agreed upon at least 20 working days prior to the workshop date. The Contractor will:

- (a) Provide a minimum of twenty (20) unlocked Devices per workshop;
- (b) Provide a minimum of twenty (20) helmets;
- (c) Arrange for the delivery and pick up of the Devices at least one (1) hour before and after the event; and,
- (d) Provide at minimum one (1) staff member to attend the duration of the workshop to provide support.

9.5 The Contractor will provide 24-hour customer support services to Customers seven days a week by [insert contact methods per proposal].

10.0 MONITORING AND DATA SHARING

- 10.1 The Contractor will provide the City with reports regarding performance of the Services that includes but is not limited to:
- (a) total number of unique Customers who made a trip, the distribution by age, and a break down by gender (if available);
 - (b) total trips made for the reporting period and total trips for the calendar year;
 - (c) number of trips made each date of the reporting month;
 - (d) number of trips by unique Customer (average and distribution);
 - (e) number of Devices available by each day of the reporting month, split by type;
 - (f) overall Device availability, utilization, turnover, and parking duration by day, split by type;
 - (g) a heat map showing the routes that E-Bikes and E-Scooters used to make trips;
 - (h) trip duration and distance (mean, median and distribution);
 - (i) trip profile by day of week and time of day;
 - (j) number of trips made by each available fare media;
 - (k) average length of time between E-Bike or E-Scooter uses;
 - (l) number of incidents of collisions, theft and vandalism, and response action;
 - (m) list of education and outreach activities and their reach;
 - (n) any equity initiatives undertaken in the reporting period;
 - (o) greenhouse gas (GHG) equivalent emissions reduction/increase by E-Bike or E-Scooter trip;
 - (p) community economic benefits attributed to the Services; and
 - (q) any additional data the City may request from time to time to assess its pilot program.
- 10.2 The above information and data must be provided in a secure transfer in the following format: a comma separated value (.csv) file and a data portal, dashboard, and/or an Application Programming Interface (API), such as:
- a) Mobility Data Specification (“MDS”); or
 - b) General Bikeshare Feed Specification (“GBFS”)
- 10.3 The reports required pursuant to Section 10.1 must be submitted, at minimum, to the City on the following schedule:

Date	Report
July 15, 2023	Initial operations
September 15, 2023	Quarterly

Date	Report
December 15, 2023	Annual
March 15, 2024	Quarterly
June 14, 2024	Quarterly
September 13, 2024	Quarterly
December 31, 2024	Annual

- 10.4 The Contractor agrees and acknowledges that data shared with the City under section 10.1 may be used for the purpose of considering applications submitted pursuant to this Agreement and will be shared with internal City departments and with third parties for the purposes of undertaking transportation planning and mobility management activities, including, but not limited to analyzing Device usage habits that may be included in public reports and documents.
- 10.5 The data should be made available to the City and may be used by one or more designation third party transportation data analysis platforms for the purposes of hosting, aggregating, and analyzing the data.
- 10.6 The Operator will ensure that in carrying out the Services it:
- (a) Does not collect more information than reasonably required;
 - (b) Obtains consent of each Customers or legal guardian where appropriate for all anticipated uses of the information if collects;
 - (c) Is transparent with regards to the use of third-party data companies (apps, cookies etc.) to track, process or share personal information and that each Customer or legal guardian where appropriate be allowed to accept or reject third party terms individually and not require consent as a precondition for service; and
 - (d) Shall only use such information in accordance with such consents or as required by Law.
- 10.7 The Contractor must collect, report and make data available 24 hours after each known incident in which their Device was involved in a collision, accident, injury or property damage. The report must include at minimum:
- (a) The time of the incident;
 - (b) the location;
 - (c) the company name;
 - (d) the Device type;
 - (e) the unique identifier of the Device;
 - (f) whether any injuries are reported;
 - (g) whether a police report is filed; and
 - (h) a description of the incident.

- 10.8 The Contractor will conduct an opt-in Customer survey not less than twice per calendar year during the Term with the results to be provided to the City in an .xls or .csv format promptly following completion of each survey. The Contractor will include any survey questions provided by the City and will obtain the City's prior written approval for any additional questions.
- 10.9 The Contractor must obtain consent from Customers for accessing, collecting, using or sharing any personal information in connection with this Agreement and otherwise complying with applicable privacy legislation.
- 10.10 The Successful Proponent will ensure that its employees and volunteers that are receiving or have access to Data collected pursuant to this Agreement have received adequate instruction or training with respect to proper use of the Data and comply with the requirements of this Agreement respecting confidentiality of Data. The Successful Proponent shall be responsible for compliance of its employees and volunteers with relevant privacy legislation and requirements respecting use of the Data and shall report any instances of non-compliance by an employee or volunteer to the City forthwith along with a remediation and verification plan to address the non-compliance
- 10.11 The administrative raw data and the aggregate data shall remain the property of the Contractor, however the City shall be permitted to use and share the aggregate data as it sees fit.

11.0 INSURANCE

- 11.1 The Contractor will obtain and maintain in full force and effect during the Term, the following insurance:
 - (a) comprehensive general liability insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury and naming the City as an additional insured;
 - (b) automobile liability insurance in an amount not less than \$5,000,000 per occurrence; and
 - (c) property insurance which the Contractor is required to provide by law or which is necessary to cover operations under this Agreement not otherwise covered by insurance under this Section 11.1, naming the City as an additional insured.
- 11.2 The Contractor will deliver proof of insurance satisfactory to the City within 10 days of execution of this Agreement and upon each change in or renewal or extension of coverage.
- 11.3 Each policy of insurance obtained by the Contractor pursuant to this section must include a provision that such insurance may not be cancelled without providing to the City at least 30 days' advance notice thereof.
- 11.4 The Contractor acknowledges and agrees that should the Contractor at any time during the Term fail to maintain insurance as required by this section, the City, though not obliged to do so, may obtain and maintain such insurance in such amount or amounts, with such deductible amounts and for such period or periods of time as the City deems

advisable, and the Contractor will, upon the City obtaining any such insurance, pay to the City such amounts as the City has expended for such insurance within 30 days after receipt of any invoice from the City.

12.0 INDEMNIFICATION

- 12.1 The Contractor will indemnify and save harmless the City, its elected officials, officers, agents and employees from and against all liability, losses, costs, expenses (including legal fees), claims, demands, actions, causes of action or other proceedings, by whomever made, of every kind, description, and nature whatsoever arising out of or in any way connected with the provision of the Services, the use of Devices by members of the public, a breach of this Agreement by the Contractor or those for whom it is responsible at law or otherwise in connection with this Agreement, except to the extent that such liability, losses, costs, expenses, claims, demands, actions, causes of action or other proceedings result from or arise out of the negligent or wrongful acts or omissions of the City, its elected officials, officers, agents or employees.
- 12.2 The Contractor hereby releases the City from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by the Contractor arising from or related to the provision of the Services, the use of any City property or rights of way or otherwise in connection with this Agreement.
- 12.3 The Contractor will require all Customers, as a term and condition of using a Device, to release the City from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by a Customer arising from or related to the use of Devices and provide the City with proof of acceptance of such terms and conditions by each Customer upon request.
- 12.4 The Contractor acknowledges and agrees that provision of the Services will be entirely at the Contractor's own risk and the City will not be liable for any theft, vandalism or other loss or damage related to the Devices, use of the Dockless Micromobility Stations or the Contractor's provision of the Services,
- 12.5 The provisions of this Section 12.0 will survive the expiration or earlier termination of this Agreement.

13.0 CONFIDENTIALITY

- 13.1 Except as required by law, the Contractor will not disclose any confidential information provided to it by the City, specifically those items identified as or which by their nature are presumed to be proprietary, sensitive, personal or confidential information, to any other person without the express written consent of the City.
- 13.2 The parties acknowledge that disclosure of information pursuant to this Agreement is governed by the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165, as amended or replaced from time to time.

14.0 GENERAL

- 14.1 Each party acknowledges and agrees that it will not use the corporate names, trade names, trademarks, official marks, logos, domain names and designs, whether registered

or unregistered, of the other party without the prior written consent of that party, which consent may be granted or withheld at a party's discretion and may be subject to terms and conditions.

- 14.2 The Contractor may not sublicense or assign any right or obligation of the Contractor under this Agreement without the prior written consent of the City.
- 14.3 This Agreement may only be amended in writing by mutual consent of the parties.
- 14.4 Any notice to be given to a party hereunder will be in writing and will be deemed to have been duly given if delivered by hand, emailed, mailed or sent by prepaid registered mail, to the other party at its address as follows:

if to the City:

CITY OF COQUITLAM
Attention: Angela Jarvis, E-Mobility Manager
3000 Guildford Way
Coquitlam, B.C. V3B 7N2
Email: ajarvis@coquitlam.ca

if to the Contractor:

[CONTRACTOR]
Attention:
[Address]
Email:

or to such other address or by other means as either party may provide to the other party by notice given in accordance with this provision. Any such notice will be deemed to have been given: at the time delivered, if by hand; three business days after being deposited in the mail, if mailed; on the date of transmission, if sent by email; and on the day delivered, if sent by prepaid registered mail.

- 14.5 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 14.6 This Agreement, together with the RFP and the Proposal, constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter hereof. In the event of a conflict or discrepancy between this Agreement, the RFP and the Proposal, this Agreement will take precedence, then the Proposal and lastly the RFP.

- 14.7 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and each of the parties irrevocably attorns to the jurisdiction of the courts of British Columbia.
- 14.8 Time is of the essence of this Agreement.
- 14.9 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 14.10 Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing implied herein will prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter*, S.B.C. 2003, or the *Local Government Act*, R.S.B.C. 1996, as each may be amended or replaced from time to time, or the rights and powers of the City under all of its public and private statutes, bylaws and regulations, all of which may be as fully and effectively exercised as if this Agreement had never been entered into.
- 14.11 Nothing in this Agreement creates a relationship of landlord and tenant, agency, joint venture, association, partnership or employer and employee between the parties or gives the Contractor any power or authority to bind the City in any way.
- 14.12 Each party represents and warrants to the other party that it has taken all corporate proceedings and obtained all approvals required to enter into and fulfill its obligations pursuant to this Agreement.
- 14.13 This Agreement may be executed in counterparts, and each such counterpart so executed and delivered will be valid and binding as if it were an originally signed instrument and all counterparts together will constitute a single instrument.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered on behalf of the parties by their duly authorized signatories.

CITY OF COQUITLAM

Per: _____
Authorized Signatory

Date: _____

[CONTRACTOR]

Per: _____
Authorized Signatory:

Date: _____

Per: _____
Authorized Signatory:

Date: _____

SCHEDULE A
DOCKLESS MICROMOBILITY STATIONS

|

**SCHEDULE B
SERVICE AREA**