

Memorandum of Understanding Regarding Bike Sharing Services

This Memorandum of Understanding (“MOU”) is made by and between the Kane County Division of Transportation (the “County”) and the city of Aurora (the “Local Public Agency”).

TERMS OF UNDERSTANDING

1. Definitions.
 - a. “Bicycles” means all standard pedal bicycles and/or other mobility vehicles that might be included within the program.
 - b. “Kane County Bike Share Program” means the future bike share program being organized by the Kane County Division of Transportation.

PROGRAM OUTLINE

The Local Public Agency has expressed interest in participating in the Kane County Bike Share Program. This memorandum of understanding is meant to serve as an outline of key elements and dates of the Kane County Bike Share Program as it would relate to the Local Public Agency’s participation therein.

1. *Purpose of the Program.* Bike sharing will be an affordable, healthy, safe, environmentally sustainable, and popular addition to Kane County’s transportation options. Implementing a top-quality system will boost the County’s transportation network and further advance Kane County’s position as a high quality destination and place to live. Bike share will help connect residents, commuters and visitors to more of Kane County’s businesses, institutions and attractions. Requests from neighboring counties and municipalities therein for participation in the Kane County System offer the possibility for expansion beyond the initial service area.
2. *Goals and Objectives.* The following goals and objectives have been identified for the initial launch of the system:
 - Create a quality user experience with a convenient and easy-to-use system,
 - Enhance connections to the public transit network and park-and-ride lots,
 - Increase physical activity to benefit public health,
 - Promote travel to landmarks, parks, trails and shopping districts (among residents and visitors),
 - Increase access to job opportunities and education,
 - Expand mobility options for low-income residents,
 - Improve connectivity between existing hubs of activity, and
 - Leverage bike share to help shift local culture towards multi-modal transportation
3. *The Local Public Agency’s Responsibilities.* Following the Request for Proposal process, the Local Public Agency will be responsible for all financial obligations for the stations that they purchase from the chosen contractor. The County will not own or operate any stations. The Local Public Agency will be responsible for negotiating the revenue sharing

breakdown, station location placement, and other financial matters with the chosen contractor.

OBLIGATIONS

This MOU does not create any financial or legal obligations, nor does it signal any commitment of funds from either Party.

In order to move forward, The Parties will sign this Memorandum of Understanding that will be executed no later than Friday, August 23, 2019.

This MOU shall automatically terminate if the Memorandum of Understanding is not entered into, for any reason, on or before August 23, 2019.

In order to be eligible to offer comments on the forthcoming Request for Proposals that will be used to procure a bike sharing contractor, this MOU must be signed before August 23, 2019. Those who do not wish to sign the MOU before the aforementioned deadline will not be eligible to offer comments to the RFP.

We look forward to working with the municipalities, agencies, and organizations of Kane County to improve mobility for its residents and visitors. It is the hope of Kane County Division of Transportation that this program will help create more livable cities, enhanced recreational offerings, additional transportation options and a reduced carbon footprint.

[Remainder of page intentionally blank. Signatures follow on subsequent page.]

The Local Public Agency

Kane County

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney