

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CAPITAL DISTRICT TRANSPORTATION AUTHORITY AND THE VILLAGE OF MENANDS

REGARDING ROLES AND RESPONSIBILITIES FOR ONGOING CDPHP *CYCLE!* BIKE SHARING OPERATIONS

THIS AGREEMENT is made between CAPITAL DISTRICT TRANSPORTATION AUTHORITY (hereinafter "CDTA") and the VILLAGE OF MENANDS (hereinafter "MENANDS"), (collectively, "Parties").

WHEREAS, CDTA has been operating CDPHP *Cycle!*, the Capital Region's bike-share program, for eight seasons in partnership with other municipalities

WHEREAS, CDTA and MENANDS believe creating bicycle-friendly, transit-oriented environments will improve the health and quality of life within communities, while also improving their economic vitality. Both entities understand the connection between bicycle sharing systems and reduced traffic congestion, easier access to local businesses, increased appeal to community members to avoid purchasing new cars, along with reducing wear and tear of city infrastructure,

WHEREAS, CDTA, in partnership with surrounding municipalities, will include MENANDS as part of a unified riding area within the network covering each entity,

WHEREAS, CDTA has contracted with Shared Mobility Inc. ("SMI") to operate the bike-share system and continues to work with them to operate this transportation option.

WHEREAS, SMI will be responsible for the insurance liability in addition to a waiver agreed upon by all users prior to riding,

THEREFORE, both parties mutually agree to proceed as follows if the project is selected for funding:

- 1) This agreement will be in place for the 2025, 2026 and 2027 riding seasons. MENANDS will reimburse CDTA for operating costs of the 2025 and 2026 riding seasons totaling the amount of \$2,500 by the end of the 2026 calendar year. MENANDS will reimburse CDTA for operating costs of the 2027 riding season totaling the amount of \$2,500 by the end of the calendar. Term agreements and renewal to be discussed at the conclusion of the 2027 riding season.



- 2) CDTA to provide a minimum of two *Cycle!* rack stations in MENANDS along with a minimum of 12 bikes through the proposed riding area.
- 3) MENANDS agrees to partake in all siting, planning, and operations discussions with CDTA and, SMI, regarding the bikeshare program and its operation.
- 4) At the option of MENANDS, this agreement may be terminated via written notice to CDTA within 60 days at the conclusion of each riding season.

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

By: _____
Michael P. Collins, Interim CEO

Dated: _____

VILLAGE OF MENANDS

By: _____
Brian Marsh, Mayor

Dated: _____