

1 [Coordination Agreement - Bay Area Motivate, LLC - Bay Area Bike Share Program]

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3 **Resolution approving the Coordination Agreement between the City of San Francisco,**
4 **the bike sharing operator, Bay Area Motivate, LLC, the Metropolitan Transportation**
5 **Commission (MTC), and the other participating cities: the City of Berkeley, the City of**
6 **Emeryville, the City of Oakland, and the City of San Jose, for the expansion and**
7 **operation of the Bay Area Bike Share system, for a term of ten years.**

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9 WHEREAS, Action 6.6 of the 2009 San Francisco Bicycle Plan called for conducting a
10 bike share feasibility study and developing a plan for future implementation; and

11 WHEREAS, Expanding the bike share system will help achieve the goal of 20% of trips
12 by bicycle by 2020, as documented in the Board of Supervisors Resolution 511-10, adopted
13 October 26, 2010; and

14 WHEREAS, As part of the regional Bay Area Bike Share (BABS) pilot, San Francisco
15 currently hosts a 35-station, 350-bicycle bike sharing system, operated by Motivate under
16 contract with the Bay Area Air Quality Management District (BAAQMD); and

17 WHEREAS, This contract will terminate on December 31, 2015; and

18 WHEREAS, MTC and Motivate will separately enter into an Agreement to Continue the
19 Pilot in San Francisco and San Jose that will remain in effect until either Motivate achieves
20 75% completion of Phase I of the expanded program or MTC terminates the entire bike share
21 program due to Motivate's failure to apply for site permits or place a purchase order for
22 equipment for the system's expansion according to schedule; and

23 WHEREAS, The attached Coordination Agreement provides for citywide expansion of
24 the Bay Area Bike Share system for a term potentially in excess of twenty years that would be
25 comprised of at least 320 stations and 4,500 bicycles; and

1 WHEREAS, In addition to San Francisco, the cities of San Jose, Oakland, Emeryville,
2 and Berkeley will be part of this expanded system, and will have their own allotment of
3 stations and bicycles; and

4 WHEREAS, The bicycle sharing system will be almost entirely built and operated with
5 private sponsorship funds; and

6 WHEREAS, The only expenses the City will incur arise from staff costs for negotiating
7 the agreement; site review, approval, permitting, and ongoing coordination of bicycle stations,
8 docks, and kiosks installed for the program; prosecuting and defending any claims not subject
9 to indemnification by Motivate; and marketing, to the extent the City decides to market the
10 program; and

11 WHEREAS, Under the agreement, Motivate will indemnify the City for most claims
12 brought by third-parties resulting from the operation of the bike share program with certain
13 exceptions; and

14 WHEREAS, In exchange for operating the program at virtually no cost to the City, Motivate
15 will be given an exclusive right to operate automated, self-service, point-to-point non e-assist bike
16 sharing in the public right-of-way, and an exclusive right to operate a bike share program with e-
17 assist or electric bikes in the public right-of-way until June 30, 2016; and

18 WHEREAS, The Planning Department has determined that the bike share system
19 expansion is categorically exempt from environmental review under Class 3 (California
20 Environmental Quality Act (CEQA) Guidelines, Section 15303); and

21 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in
22 File No. 151144 and is incorporated herein by reference; and

23 WHEREAS, On November 17, 2015, by Resolution No. 15-163, the SFMTA Board
24 recommends that the Board of Supervisors approve the bike sharing Coordination Agreement;
25 now, therefore, be it

1 RESOLVED, That the Board of Supervisors approves the Coordination Agreement
2 between the City of San Francisco, Bay Area Motivate, LLC, the MTC, and the other
3 participating cities: the City of Berkeley, the City of Emeryville, the City of Oakland, and the
4 City of San Jose, which agreement is on file with the Clerk of the Board of Supervisors.

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