

CITY OF OAKLAND



DALZIEL BUILDING . 250 FRANK H. OGAWA PLAZA . SUITE 4344 . OAKLAND . CALIFORNIA . 94612
Department of Transportation TEL: (510) 238-3466
Safe Streets Division FAX: (510) 238-7415

Bicyclist and Pedestrian Advisory Commission Informational Announcements Packet

BPAC Home Page: www.oaklandca.gov/boards-and-commissions/bicyclist-and-pedestrian-advisory-commission
Resources for Commissioners: <https://www.oaklandca.gov/resources/resources-for-bpac-members>

This packet includes announcements relevant to the Bicyclist & Pedestrian Advisory Commission (BPAC) to disseminate information while BPAC meetings are cancelled because of Alameda County's Shelter in Place ordinance. It includes:

1. More information on the Bike Share E-Bike Expansion presentation coming to Legislative Committee April 30th, 5:30-6:30. Kerby Olsen, Shared Mobility Coordinator, will present for discussion a proposal to expand the bike share program, known as BayWheels. The expansion would include electric-assist "E-bikes" that can lock to the existing docking stations or to public bike racks and a greatly enlarged service area. Four documents are attached for background and context:
 - a. **Handout**
A photo of the proposed new bike and expanded service area. This was also handed out at the 2/11/20 Public Works Committee Meeting.
 - b. **Agenda Report - Expand Bike Share Program**
A report detailing the E-bike expansion proposal and associated City Council actions
 - c. **Draft Initial Terms for Electric Bike Share Program in Oakland**
A draft agreement to add electric bikes to the existing bike share franchise with Motivate/Lyft
 - d. **Draft E-bike Pricing Proposal**
A description of the Draft initial E-bike pricing proposal from Motivate/Lyft. This proposal is consistent with the current pricing in San Francisco.
2. A message from Walk Oakland Bike Oakland about Bike to Work Day 2020
3. The final draft of the BPAC Strategic Plan

Proposed Electric Assist Bike Share Program (Item #6)

Staff Presentation Hand-out



Image 1: Hybrid Electric-assist Bike.

The e-bike can lock into the existing docking stations or lock to any public bike rack.

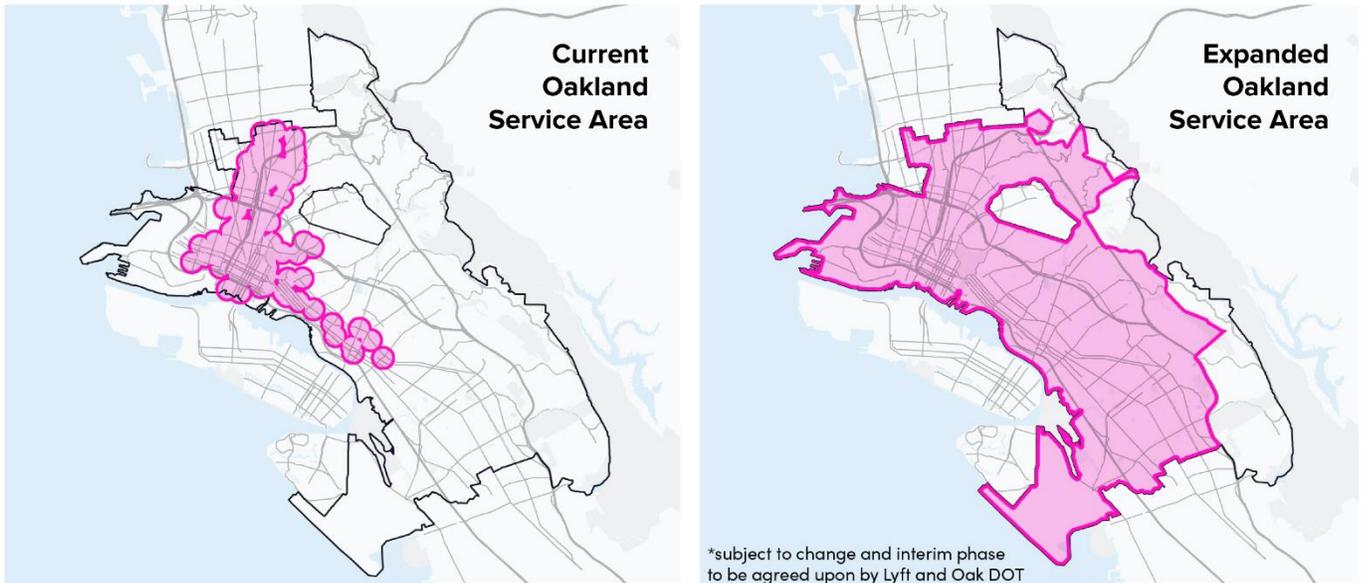


Image 2: Bay Wheels Bike Share Service Area, Current and Expanded.

The e-bike equipment will significantly increase the areas of Oakland serviced by the system.



AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Ryan Russo
Director, DOT

SUBJECT: Electric Bike Share Expansion

DATE: January 17, 2020

City Administrator Approval

Date: 1/30/20

RECOMMENDATION

Staff Recommends That The City Council:

- 1. Adopt A Resolution Authorizing The City Administrator To Finalize And Execute An Amendment To The City's Franchise Agreement With Bay Area Motivate L.L.C. That Provides For The Expansion Of The Bay Area Regional Bike Share Program By Introducing Electric-Assist, Self-Locking Bikes Consistent With The City's Bicycle Sharing Policy; And**
- 2. Adopt An Ordinance Amending Ordinance 13355 C.M.S. Granting An Exclusive Franchise To Bay Area Motivate, L.L.C. To Operate A Bike Share Program.**

EXECUTIVE SUMMARY

Beginning the summer of 2017, a regional bike share program has been operated by Bay Area Motivate, L.L.C. (henceforth, Motivate) in the cities of Berkeley, Emeryville, Oakland, San Jose and San Francisco with general coordination provided by the Metropolitan Transportation Commission (MTC). This report supports the ongoing success and expansion of this regional effort by recommending that City Council take two actions: first, authorizing the City Administrator to amend the Bike Share Franchise Agreement to allow Motivate to add dockless, electric-assist bikes to its existing station-based network, allowing a significant expansion of the City's bike share program; and, second, adopting an ordinance to amend the City's existing Bike Share Franchise Agreement with Motivate to make it exclusive. This is a cleanup measure to ensure that the authorizing ordinance is consistent with the terms of the Coordination Agreement and the executed Franchise Agreement between the City and Motivate.

BACKGROUND/LEGISLATIVE HISTORY

In July 2015, City Council approved Resolution No. 85715 C.M.S. adopting a Bike Sharing Policy and authorizing the City Administrator to negotiate and enter into an Intergovernmental Agreement with the Metropolitan Transportation Commission (MTC) and Bay Area Motivate, L.L.C.

In February 2016, City Council adopted Ordinance No. 13355 C.M.S. granting a Franchise Agreement to Bay Area Motivate, L.L.C. (Motivate) to operate a bike share program.

In July 2016, an agreement between the City and Motivate granting Motivate an exclusive franchise to provide a bike share program for a ten-year period was duly finalized and executed. The ten-year period of the Franchise is effective from July 31, 2017 to July 31, 2027.

In July 2018, City Council received an informational update on the City's shared mobility programs, including bike share.

In September 2018, City Council adopted Ordinance No. 13502 C.M.S. establishing regulations and permits for dockless scooter sharing in the public right of way.

ANALYSIS AND POLICY ALTERNATIVES

Initially branded as "Ford GoBike", Motivate began operating the regional bike share program in Oakland, Berkeley, Emeryville, San Francisco and San Jose in the summer of 2017. All 80 planned bike share stations in Oakland were installed by April 2018. Over 1,600 Oaklanders have signed up as members, and over 575,000 trips have been taken on the system. According to a Ford GoBike member survey, an estimated 30% of those trips would have been taken by car if bike share did not exist. About one fifth (22%) of Oakland's bike share members receive a discounted \$5 first-year membership through the "Bike Share For All" program, which is available to anyone who participates in the CalFresh, Pacific Gas and Electric (PG&E) California Alternative Rates for Energy (CARE) or San Francisco's MUNI Lifeline pass.

In November 2018 Motivate was purchased by the ride-hailing company Lyft. Motivate continues to operate bike share systems for Lyft. In January 2019, Ford Motor Company announced that it would end its corporate sponsorship of the Ford GoBike program in 2019. This change in ownership and corporate sponsorship does not affect the City's rights and responsibilities under the regional Coordination Agreement or the City's Franchise Agreement with Motivate. Lyft subsequently re-branded the bike share program as "Bay Wheels".

Rights to Operate E-bike Program

The rights to operate an electric-assist bike (henceforth, e-bike) share program are separate than the rights to operate a non-electric bike share system, as detailed in Section 32 of the regional Coordination Agreement between MTC, Motivate, and the five participating cities. Per Section 32.2, any exclusive right to operate an electric-assist (e-bike) share program that Motivate might have had under the Coordination Agreement expired on June 30, 2016, after a six-month window of exclusivity. In January 2018, the City's Department of Transportation (DOT) notified Motivate of its intention to develop an E-bike program, thereby triggering a 90-day exclusive negotiating period consistent with Section 32.3 of the regional Coordination Agreement. This exclusive negotiating period ended in April 2018, with DOT staff and Motivate unable to come to agreement on the terms of an e-bike program. Per the regional Coordination Agreement, the City would now have the right to issue a solicitation for an e-bike program that would be open to other operators as well as Motivate.

In July 2018 Councilmember Kaplan, Councilmember Gallo and DOT introduced an Ordinance to create a non-exclusive, regulated permit program for both dockless bikes and e-bikes and electric scooters. Around the same time, Motivate initiated a dispute resolution process, per section 34.0 of the regional Coordination Agreement, regarding the exclusive rights to operate a bike share program in Oakland. DOT staff and Motivate were unable to resolve the dispute, although Oakland staff agreed to remove bikes and e-bikes from the proposed Ordinance regulating dockless forms of shared mobility and to postpone the dispute resolution process upon learning that MTC was leading a regional process to coordinate an e-bike expansion throughout the five participating cities. DOT staff participated in this process to ensure that any future expansion of the regional bike share program would better serve the needs of all Oakland residents. At the conclusion of this regional "Right of First Offer" (ROFO) negotiation, only San Jose and San Francisco signed the regional ROFO agreement. San Francisco subsequently entered a bi-lateral ROFO negotiation with Lyft, which superseded the regional ROFO agreement, and secured greater benefits and accountability. Therefore, staff elected to use San Francisco's E-bike agreement as a starting point for bi-lateral negotiations, rather than the regional ROFO agreement.

In December 2018 Motivate added e-bikes to its station-based fleet in Oakland. These e-bikes were equipped with an electric battery to aid the rider's pedaling, and were required to return to docking stations. While they were in service, these e-bikes were ridden at more than double the rate of the non-electrified bikes. DOT approved the addition of e-bikes to the existing fleet with the understanding that this was solely an equipment upgrade allowed under Section 6.7 of the Program Agreement, and was not done to satisfy the terms of Section 32.3 of the Coordination Agreement, nor intended to grant exclusive rights to Motivate to operate e-bike share in Oakland. Prior to launching e-bikes, Motivate sent a letter to the City acknowledging this (see **Attachment A**, "Letter to Oakland Regarding Bicycle Upgrade"). Motivate's station-based e-bikes were later removed from the fleet due to concerns over brake malfunctions that were observed in a small number of e-bikes.

In December 2019 DOT staff, reinitiated negotiations with Lyft regarding the E-bike Right of First Offer (ROFO) for dockless e-bikes. DOT staff secured commitments for Oakland-specific benefits including \$93,750.00 of funding for bike racks, expansion of the bike share service area to the entire city and new Key Performance Indicators (KPIs) and associated liquidated damages. The proposed E-bike Franchise Amendment ("Amendment", see **Attachment B**) requires Motivate to deploy up to 1,250 dockless e-bikes throughout Oakland (with the exception of the hills east of Interstate 580 and State Route 13), and details several accountability mechanisms to ensure that bikes are deployed in a timely manner, that service is reliable, that bike racks are kept clean and that underserved portions of the City will have bikes. Bike share pricing, including any potential price increases for e-bikes, is regulated by Section 9 of the Program Agreement between Motivate and the MTC, not by the proposed Amendment. The proposed Amendment would commit Oakland to certain responsibilities, such as installation of bike racks and designation of locations for bike deployment.

The proposed Amendment, supplemented with provisions for the regulation of parking dockless e-bikes modeled on the City's e-scooter ordinance, represents a substantive amendment to the current Franchise Agreement, and therefore requires the review and approval of the City Council. According to the MTC, Oakland's agreeing to the proposed Amendment would

effectively close the dispute resolution process initiated by Motivate in summer 2018 (see **Attachment C**, MTC letter on Oakland Dispute Closure).

Amending Ordinance to Establish Exclusivity for Franchise Agreement

Staff is also recommending that the City Council address an inconsistency between the authorizing Ordinance that granted Motivate a franchise for the bike share program and other program agreements. Specifically, while the intergovernmental Coordination Agreement and the City's Franchise Agreement both grant Motivate "exclusivity" for a term of ten years, Ordinance 13355 C.M.S. stipulates that the franchise be "non-exclusive".

In preparing this recommendation, staff requested and received clarification from MTC on its interpretation of Motivate's exclusivity under the regional bike share program:

"MTC is providing the following statement at the request of the Cities of Berkeley, Emeryville, and Oakland. The statement is provided strictly from a policy standpoint, and MTC makes no representations as to a legal interpretation of the terms of the agreements related to the bike share program.

In approving the bike share agreement in 2015, MTC believed exclusivity was a central element for Motivate International Inc. (Motivate), to agreeing to foot the entire cost of delivering, installing, and operating a 7,000 bike share system in the Participating Cities of San Francisco, San Jose, and the East Bay (Oakland, Berkeley and Emeryville). It was clear that Motivate would not agree to do this, if the Participating Cities were going to allow for point-to-point bike share competitors for a specified period.

At the time, MTC estimated the 10-year monetary savings/value for the Bay Area of the public-private bike share program was in excess of \$65 million in 2015 dollars. In addition to the significant investment, the parties agreed that Motivate would make a long-term commitment to ensure consistency and reliability for the user, agree to key performance indicators (KPIs) or pay liquidated damages, and provide many other public benefits including price certainty and a low-income discount.

The program as finalized in late 2015 was documented in two agreements: 1) the program agreement between MTC and Motivate that sets forth the terms for Motivate to design, build, operate, maintain, and market a network of publicly available bicycles in a bike share program in the Participating Cities and 2) the coordination agreement between the Participating Cities, Motivate, and MTC that establishes certain rights, liabilities, and responsibilities of each party with respect to the program and defines the organization, management, and operational structure for the successful development of the program.

The intent related to exclusivity was broad from MTC's policy perspective, and is addressed in at least two areas of the coordination agreement: 1) definition of bicycle as included in the program and coordination agreements and 2) grant of exclusive rights provision as included in the coordination agreement.

A bicycle is defined in the program and coordination agreement as "a vehicle with pedals and with 2 wheels held in a frame and aligned one behind the other and steered with a

steering wheel.” Further, the definition makes clear that bicycle “shall not include motorized vehicles including scooters and mopeds. For the avoidance of doubt, electric assisted bicycles constitute bicycles.” The definition of bicycle is silent on any distinction between station-based and dockless bicycles.

The exclusivity provision, which resides in the coordination agreement, includes “the exclusive right to operate a bike share program in the public rights of way in the Participating Cities during the term, with the exception of (i) non-automated non-self-service (...) bike rental operations, (ii) electric scooter sharing program, and (iii) automated (...) roundtrip bike share operations.” Ebikes or dockless/stationless bikes are not included in the specific exclusions from the exclusivity provision. Enforcement of exclusivity in the public rights of way rests with the cities as the owners of such property.”

Consistent with this interpretation, staff’s agenda report in support of the original Ordinance awarding a franchise to Motivate referred to exclusivity. Yet, the Ordinance adopted by Council stated: “Section 6. The City Administrator is authorized to negotiate and execute a non-exclusive Franchise Agreement with Motivate, subject to the review and approval of the City Attorney.” Consistent with staff’s intentions, the executed franchise agreement between the City and Motivate states under section 1. Grant of Franchise, “By Ordinance 13355 C.M.S. City granted to Grantee an exclusive Franchise authorizing Grantee to implement a bike share transportation program in the City of Oakland and to use the public streets and rights of way for such purposes.”

As a result, staff is recommending that Council address this discrepancy by adopting an amended ordinance that changes the language in Section 6 of Ordinance 13355 from “non-exclusive” to “exclusive”. Doing so will eliminate the inconsistency and confirm the City’s support for the regional bike share program that provides Motivate with exclusivity for a period of ten-years.

Policy Alternatives

Various interests have raised concerns about the exclusivity provision of the Motivate agreement as it relates to dockless bikes and E-bikes, and an expansion of the system without a competitive procurement. The proposed amendment to the Franchise Agreement would grant Motivate conditional exclusivity over e-bike share for a period of four years, preventing other interested companies from providing such services in Oakland for the remaining term and subject to certain conditions included in the proposed amendment to the existing agreement. By excluding other companies, the proposed amendment could reduce the incentive for Motivate to respond to competition and changes in the bike share market. In addition to, or as an alternative to, granting a pathway to exclusivity over dockless e-bike share, Council could amend the dockless e-scooter program to allow dockless e-bikes. This could allow multiple companies to compete for business, creating a strong incentive for innovation. In addition, the total number of e-bikes allowed under an alternative regulated permit program could potentially be greater than the 1,250 that Motivate agreed to provide under the proposed Amendment, thereby leading to a higher overall bike availability for Oakland residents. However, the creation of an open, regulated marketplace would delay the introduction of dockless bike and e-bikes by months or even years and provide less certainty that bikes will be provided over a sustained time period. Some cities that experimented with an open marketplace for dockless bike share, such as

Dallas, TX, found that many providers went out of business or shifted business models in less than a year. Other cities, such as Seattle, WA have seen sustained success with open permit programs.

The benefits of an exclusive e-bike share system include having a seamless regional system with one operator and strong public benefits including a focus on safety, equity, transit, open data, customer service, fair wage and labor policies, and accountability components such as liquidated damages for contract non-compliance.

FISCAL IMPACT

Oakland's bike share system is operated, at no cost to the City, by Bay Area Motivate L.L.C. (Motivate), now operating as "Bay Wheels," and owned by Lyft. The regional Coordination Agreement that governs the bike share system does not specify any exchange of funds between the City of Oakland and Motivate, except for City staff time reimbursement for permit review, fees for specific services (such as moving a bike share station) and potential revenue sharing and liquidated damages. The Oakland Municipal Code lists a permit fee of \$1,781.00 for "New Bike Share Station Encroachment". The total fee for all 80 stations is \$142,381.00. The City of Oakland received a \$660,616.00 grant from the Bay Area Air Quality Management District (BAAQMD)'s Transportation Fund for Clean Air (TFCA) to fund these permit fees and other staff costs associated with the bike share program through the end of the year 2020.

Liquidated Damages and Revenue Sharing

The MTC calculated that Motivate must pay the City \$49,479.00 in liquidated damages for 2018 due to KPI violations in Oakland. In 2019, liquidated damages through June totaled \$25,050.64. Damages for the remainder of 2019 have yet to be calculated by the MTC. Such non-compliance included violations related bike availability, bike rebalancing and graffiti remediation. Future violations will result in additional liquidated damages, although the exact amount is uncertain and depends on Motivate's performance. Revenues from liquidated damages are required to be used to support the bike share program. Potential uses include staff support and free or discounted bike share memberships that support the City's equity and or environmental priorities and objectives.

Oakland's share of revenues from the bike share program for 2018 is approximately \$7,000. Following the acquisition by Lyft in November of 2018, the system's primary corporate sponsor, Ford Motor Company, indicated that it is ending its sponsorship. Without primary sponsorship revenue, it would be unlikely that the revenue sharing threshold would be achieved again. However, Lyft has committed to continue revenue sharing payments at their current level through the end of the contract period in 2027. Contract year 1 revenue sharing payments were negligible, and contract year 2 payments totaled \$40,210, shared among the five cities and the MTC. As allowed under the regional Coordination Agreement, Lyft has elected to defer payment of shared revenue until 2022.

E-bike Expansion Revenues and Expenses

All materials, labor and equipment for the expansion of the bike share program under the proposed Amendment (see **Attachment B**), with the exception of City staff time and any additional bike racks beyond those funded by the Amendment, would be funded entirely by

Motivate. The City's costs would include additional staff time for program coordination, community outreach, permit review and public hearings. Remaining funds from the TFCA Oakland Bike Share Expansion grant are expected to be sufficient to fund additional staff time through the end of the year 2020. The proposed amendment to the Franchise Agreement would obligate Motivate to pay the City \$75.00 per Hybrid E-bike (\$93,750.00 total at the proposed level of 1,250 E-bikes), which would be dedicated to the installation of new bike racks available to both the public and Bay Wheels E-bike users. Staff expects additional bike racks to be funded through existing regional grant sources and parking fees from the City's e-scooter program.

PUBLIC OUTREACH / INTEREST

Public outreach regarding this Resolution and Ordinance was conducted during outreach for Lets Bike Oakland! (Oakland Bike Plan) and presentations to the Bicycle and Pedestrian Advisory Commission (BPAC). Staff collected feedback on the current bike share system at the East Oakland Collective Community workshop on March 21, 2018 and the BPAC meeting on May 17, 2018. Feedback on potential expansion of the bike share program to include Hybrid E-bikes and expansion into East Oakland was collected at the East Oakland Collective Design Lab event on June 30th, 2018 and the BPAC meeting on July 18th, 2019.

COORDINATION

This report and legislation were developed by staff in coordination with the Offices of the City Attorney and the City Administrator. DOT staff also worked close with staff from MTC and the Cities of Berkeley and Emeryville.

SUSTAINABLE OPPORTUNITIES

Economic: The proposed expansion of the bike share program will be privately funded by the system's owner, Lyft. The increased access to bicycles will increase mobility for Oakland residents, leading to better access to jobs and opportunities.

Environmental: Electric-assist bicycles are an environmentally beneficial mode of transportation that emit no air pollution or greenhouse gasses. An estimated 30% of bike share trips would have been made by car if bike share did not exist.

Race and Equity: The proposed expansion of the bike share system includes underserved areas that were not included in the current service area. Highly discounted passes will be provided for qualifying low-income residents.

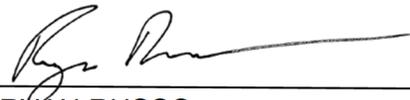
ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council:

1. Adopt A Resolution Authorizing The City Administrator To Finalize And Execute An Amendment To The City's Franchise Agreement With Bay Area Motivate L.L.C. That Provides For The Expansion Of The Bay Area Regional Bike Share Program By Introducing Electric-Assist, Self-Locking Bikes And Is Consistent With The City's Bicycle Sharing Policy; And
2. Adopt An Ordinance Amending Ordinance 13355 C.M.S. Granting An Exclusive Franchise To Bay Area Motivate, L.L.C. To Operate A Bike Share Program.

For questions regarding this report, please contact Kerby Olsen, Shared Mobility Coordinator at 510-238-2073.

Respectfully submitted,



RYAN RUSSO
Director, Department of Transportation

Reviewed by:
Wladimir Wlassowsky, P.E.
Assistant Director

Michael P. Ford, Ph.D.
Parking and Mobility Division
Manager

Prepared by:
Kerby Olsen
Parking and Mobility Division
Shared Mobility Coordinator

Attachments (3):

- A: Letter to Oakland Regarding Bicycle Upgrade
- B: Oakland E-bike Franchise Amendment
- C: Oakland Dispute Closure

Attachment B

Initial Terms For Electric Bikes Program in Oakland – 1/29/2020

Recital

This Hybrid Electric Bike Share Program Agreement is entered into pursuant to the Bay Area Bike Share Program Coordination Agreement Section 32.3 Right of First Offer. The Hybrid Electric Bikes Program described herein is the result of a good-faith negotiation of the terms and conditions for operation of shared electric-assist bicycles (“E-bikes”) in Oakland.

Parties

The parties to this Agreement are Bay Area Motivate, LLC (“Motivate” or “Operator”) and the City of Oakland (“City”).

Term

The term of the Agreement reached under this Offer shall extend 4 years. At the end of 4 years, the term of the Agreement may be extended, upon mutual written agreement of the parties, for a minimum term of one additional year and a maximum term coinciding with the termination of the City’s Franchise Agreement for bikeshare with Motivate.

Terms and Condition

The terms and conditions from the Oakland Department of Transportation (“OakDOT”) Dockless Bikes Supplemental Regulations attached hereto as Exhibit A (“Regulations”) apply to E-bikes deployed under this Agreement.

Scope

The Agreement will apply to all E-Bikes that are deployed pursuant to this Agreement. It will not cover bicycles deployed pursuant to the Coordination Agreement (“Coordination Agreement”) entered into as of December 31, 2015 by the City, Motivate, the Metropolitan Transportation Commission (“MTC”) and the cities of Berkeley, Emeryville, San Francisco and San Jose, or the Program Agreement (“Program Agreement”) entered into as of December 31, 2015 by and between Motivate and MTC, or any bicycles that are propelled only through manual pedaling without electric assistance.

Definitions

1. “E-Bike”: a bicycle with pedals powered by electric-propulsion assistance.
2. “Hybrid Bike” or “Hybrid E-Bike”: A bicycle or E-Bike, as applicable, capable of docking into a Bike Share Station or locking to itself, a city rack or other permanent structure.
3. “Service Area”: This is the area in the City of Oakland throughout which Hybrid E-Bikes are to be made available to the public. The Service Area includes all of the area of Oakland within the City of Oakland jurisdiction that is west of California State Route 13 or Interstate 580, whichever is further east, and may be changed upon mutual agreement of the two parties.
4. “Peak Hours”: 6:00 AM to 10:00 PM seven days per week.
5. “Rebalancing Node”: A location designated for receiving hybrid, “lock-to” bikes as part of rebalancing activities.

All other terms are as defined in Section 1.0 of the Coordination Agreement.

A) Terms from Program or Coordination Agreement to be extended to Hybrid E-bikes

1) Pricing

Membership and usage fee pricing will be covered by Section 9 of the Program Agreement, not by this agreement. However, Motivate may include pricing for additional Hybrid E-bike user fees upon 3-days advance notice to The City and The City has 15 days to object. If the City objects, the pricing for additional Hybrid E-bike user fees shall not go into effect. If the City does not object within 14 days, the pricing for additional Hybrid E-bike user fees shall go into effect 30 days after notification to the City. In any proposal for additional user fees, Motivate must include alternative pricing for communities of concern which is also subject to the City's agreement. The parties agree to work in good faith to make reasonable adjustments to pricing that take into account the costs of operating Hybrid E-bikes and the mutual goal of a sustainable, socially equitable Hybrid E-bike program.

2) Revenue Sharing

Revenue from E-bike trips originating in Oakland shall be included in ridership revenue for the purposes of calculating revenue sharing payments to the City.

3) Security Fund

Claims related to Hybrid E-bikes shall be covered by the Security Fund in accordance with Section 15 of the Program Agreement.

4) Advertising

The advertising provisions of Section 7 of the Program Agreement and Section 29 of the Coordination Agreement apply to this Agreement.

5) Insurance and Indemnification

The insurance requirements and indemnification provisions of Sections 13 and 36 of the Coordination Agreement shall apply to this Agreement.

B) Data

Subject to the requirements of applicable privacy laws, the Agreement shall require Motivate to:

- 1)** Provide real-time data in compliance with the most up-to-date version of the Mobility Data Specification or "MDS" standard, except for the Agency API (MDS is a project of the Open Mobility Foundation, for details and description, see <https://github.com/openmobilityfoundation/mobility-data-specification>). Upon request by the City, Motivate and the City agree to work in good faith towards modifying this data specification to advance mutual goals while protecting user privacy and;
- 2)** Provide a functioning data-sharing end point to the City or a designated third party data aggregator, subject to the City of Oakland's "Surveillance Impact Report" and "Surveillance Use Policy" for Data Sharing Agreements with Dockless Mobility Service Providers (as described in Resolution No. 87862 C.M.S.) and section B) 4) of this Agreement; and
- 3)** Update existing data reporting to include Hybrid E-Bikes deployed under this Agreement; and
 - Hybrid E-Bikes covered under the terms of this Agreement will be incorporated into all data that Motivate is already contractually required to report on.
- 4)** Provide real time MDS data to a designated third party software provider or research institution ("Mobility Management Software Provider") for the purpose of data aggregation, obfuscation and analysis, subject to such provider's entering into a data processing agreement with

Motivate containing customary terms to Motivate’s reasonable satisfaction. In the event that the City contracts with a Mobility Management Software Provider, Motivate agrees to negotiate in good faith with such Mobility Management Software Provider with the goal of reaching a data processing agreement within 30 days. If, after 60 days, no such agreement has been reached, and Motivate has not negotiated in good faith during that time, then the City may initiate the Dispute Resolution Process in accordance with Section 34 of the Coordination Agreement.

C) Bike Racks and Rebalancing Nodes

1. Fees: Motivate shall pay The City a fee of \$75.00 per each Hybrid E-Bike (\$93,750.00 for 1,250 bikes). Payment of this fee may be made in installments in accordance with the phasing plan described in Section E.
2. Rebalancing Nodes: Operator shall work with City staff to designate 10 Rebalancing Nodes in Fruitvale and East Oakland within 120 days of signing this Agreement. At least 65% of Rebalancing Nodes must be located in Communities of Concern, as defined by the Metropolitan Transportation Commission. To qualify as a Rebalancing Node, a bike parking area must meet the following requirements:
 - a. Contain a sufficient number of installed bike racks to support parking for at least 18 total bikes (public or shared) within a 100 foot radius. By mutual agreement of The City and Motivate, a rebalancing node may include bike parking areas without bike racks present in order to test self-locking technology. Bike parking areas without bike racks present must include paint or other street markings clearly demarcating a bike parking area.
 - b. A loading zone or safe location for vehicle loading must be present within 100 feet of the identified bike racks and not conflict with any bus stop.
 - c. The Rebalancing Node’s GPS geofence shall be sufficiently large to capture 99% of properly parked bikes located at the node and be entirely located within the existing service area.

Operator will deploy its own resources to sweep and remove litter around designated corrals and bike racks within designated Rebalancing Nodes that meet all qualifications set forth above. Sweeping and litter removal will occur at least two times per month, consistent with existing station procedures. Operator will also notify The City if bike racks have been vandalized or are otherwise damaged or inaccessible.

After 120 days in operation, Rebalancing Nodes will be included as “stations” for the purposes of “Station cleaning and Inspection,” “Litter Removal,” and “Rebalancing” KPI reporting and subject to liquidated damages, as described in KPI #1, #3, and #12, respectively, in Appendix A of the Program Agreement.

D) Mobile App

Bicycle availability, pass purchase, trip initiation, and trip history shall be available through the Bay Wheels (or equivalent) mobile app upon deployment of Hybrid E-Bikes, and the primary function of the Bay Wheels mobile app shall be to service bikeshare. Bikeshare users shall not be required to use the Lyft app to register for an account or access any system function.

E) Fleet size and Service Area

The Agreement shall require Motivate to provide 1,250 Hybrid E-Bikes in Oakland. The in-service (i.e. available for hire or in rental) e-bike fleet size shall expand according to the following schedule:

- Benchmark 1: May 31, 2020- 50% (625) Hybrid E-Bikes in Motivate’s Oakland based fleet
- Benchmark 2: End of Q2 2020- 100% (1,250) Hybrid E-Bikes in Motivate’s Oakland based fleet

Operator is permitted to expand the Service Area in accordance with the following phasing plan:

City	Current Service Area (square miles)	Service Area Expansion (square miles)	Benchmark 1: 50% (May 31, 2020)	Benchmark 2: 100% total (June 30, 2020)
Oakland	9	44	28	44

The 1,250 Hybrid E-Bikes will be provided in addition to any bikes required to be provided under the separate Coordination and Program Agreements. Motivate shall provide an in-service fleet of 2,100 total bikes in Oakland pursuant to this Agreement and the Coordination/Program Agreements. Motivate may add additional Hybrid E-Bikes, to increase fleet size on a specific schedule subject to mutual agreement with The City and any necessary City approvals.

The parties acknowledge that the fleet size deployment benchmarks shall constitute material terms of this Agreement.

F) Key Performance Indicators. The Agreement shall provide new rebalancing Key Performance Indicators (“KPIs”) with established Liquidated Damages (“LD”) and associated data reporting requirements to address operational specifics for Hybrid E-Bikes. When calculating these new rebalancing KPIs, bikes deployed under the Program Agreement will also be counted as contributing to coverage. These new rebalancing KPIs do not modify any of the Program Agreement KPIs.

- **Customer Coverage:** At least 85% of Trips Intents must have at least 2 available bikes within 400 meters during Peak Hours.
 - Liquidated Damages: \$250 for each 1% under 85% of Trip Intents for which Customer Coverage aren’t met, measured monthly. For example, if Customer Coverage is only met for 60% of Trips Intents, the LD amount will be \$6,250.
- **Equitable Coverage:** To ensure equitable distribution and provide service in areas with large unmet transit needs, the neighborhoods of Fruitvale/San Antonio and East Oakland shall have minimum service thresholds. By the end of May, 2020, at least 10% of the bike fleet shall be located in East Oakland and 10% in Fruitvale/ San Antonio, as measured by the average number bikes available within those geographies at 4 am.
 - Fruitvale/ San Antonio is defined as the area bounded by 14th Avenue to the North, State Route 13 to the east, High Street to the South and the Oakland Estuary to the West.
 - East Oakland is defined as the area bounded by High Street to the north, the 580 Freeway to the east, the Oakland border to the south and the Oakland Estuary/ San Leandro Bay to the west.

- Liquidated Damages: \$250 for each 1% under 10% of Bikes which should be located in each priority community, measured monthly. For example, if only 9% of bikes are in East Oakland, and 8% are in Fruitvale/ San Antonio during a given month the LD amount will be \$750.

Trip intent is defined as: (1) each time a customer indicates demand for a bike by opening either the Bay Wheels or Lyft app, (2) is located within the Service Area, and (3) meets any of the following requirements: (a) clicks on an individual station or bike, (b) spends 5 seconds or more in the “Bikes & Scooters” section of the Bay Wheels or Lyft app, or (c) takes a trip less than 15 seconds after opening either the Bay Wheels or Lyft app. This definition is subject to modification based on changes to Bay Wheels or Lyft app experiences, subject to approval by The City.

All of the KPIs listed in Appendix A to the Program Agreement and associated LDs apply to the Hybrid E-Bike fleet, but will not go into effect for Hybrid E-Bikes until 90 days after the effective date of the Agreement. The new rebalancing KPIs and corresponding LDs will not go into effect until 90 days after the effective date of the Agreement. The City and Motivate agree to negotiate additional amendments to KPI targets and LD amounts up to 180 days after the effective date of the Agreement which shall go into effect upon mutual written agreement between the parties.

G) System Redundancy:

1) Redundancy Requirements: Motivate shall demonstrate sufficient redundancy in the system to withstand a technological or mechanical failure or safety issue without significant service disruption including:

- within 6 months after execution of the Agreement, no more than 85% of the e-bikes in the fleet shall be of the same e-bike make and model. At least 15% of the e-bike program provided by Motivate shall have an alternative e-bike design (e.g. make, model, specific components, etc.)
- (a) Within one year after execution of the Agreement, no more than 70% of the e-bikes in the fleet shall be of the same e-bike make and model. At least 30% of the e-bike program fleet provided by Motivate shall have an alternative e-bike design.
- (b) Motivate shall provide The City with a plan within 15 days to address mechanical or technological problems that affect availability of e-bikes on the street in the event the current system or model is unable to perform as set forth under this Agreement, which shall include bi-weekly updates to The City on the status of resolving any mechanical or technological problems.

2) Service reliability requirements:

The Hybrid E-Bike program fleet shall not drop below 70% of the applicable minimum fleet size as set forth in the Fleet Size Schedule (as provided in this Agreement) for 15 out of 30 consecutive days (calculated on a rolling basis). Fleet size (measured as the cumulative number of bikes in rental and bikes available for rental) will be measured at 4 a.m. Pacific Time each day. The service reliability requirements will go into effect 30 days from the beginning of the applicable quarter.

H) Liquidated Damages/ Default:

1) Cap on LDs/Ability to Obtain Redress through a Second Operator

Liquidated damages (LDs) for KPIs for Equitable Coverage and Customer Coverage will be as set forth in the KPIs section above. Liquidated damages for Hybrid E-Bikes that are subject to this Agreement have a limitation of 8% of Oakland's portion of regional Ridership Revenues as defined below.

"Ridership Revenues", as defined in section 8.1.2 of the Program Agreement and for purposes of this Agreement only, are calculated to include all revenues collected for all types of bikes includes e-bikes, Hybrid E-Bikes and classic pedal bikes. For the purposes of assessing Liquidated Damages, Oakland's portion of Ridership Revenues for the calendar year 2020 will be calculated monthly by multiplying the Ridership Revenues collected beginning on January 1, 2020 by the ratio 366 bears to the number of days from January 1 to the measurement date. Starting on January 1, 2021, Oakland's portion of Ridership Revenues will be measured quarterly over the 12 months immediately preceding any given date of measurement. Oakland Portion of Ridership Revenues will be defined by the percentage of total Bay Wheels trips beginning in Oakland during the 12 months immediately preceding such calculation.

In the event that, Beginning on April 1, 2020 and for the term of this Agreement, (1)(a) Motivate's total liquidated damages for KPIs for Equitable Coverage and Customer Coverage over the period of any two consecutive months exceeds 8% of Oakland's portion of Ridership Revenues (as defined above), and (1)(b) Motivate fails to cure such failure(s) within the two monthly reporting periods following written notice by The City of such failure(s) or (2)(a) Motivate fails to meet either the Redundancy Requirements or Service Reliability Requirements set forth above, and (2)(b) Motivate fails to cure such failures within the two monthly reporting periods following written notice by The City of such failure(s), then Motivate agrees that The City has the right to immediately solicit and enter into an agreement or permit with no more than one additional e-bike operator to provide stationless e-bike service for no longer than the duration of this agreement.

The e-bike fleet for any such additional operator shall be a maximum of 350 e-bikes. However, if the difference between the number of Hybrid E-Bikes Motivate is required to provide and the number of Hybrid E-bikes actually in service exceeds 350 e-bikes (calculated based on the average deployment during the applicable cure period), then the additional operator's e-bike fleet may consist of 350 e-bikes plus 50 percent of the difference between the number of e-bikes Motivate is required to provide and the number of e-bikes actually in service.

Additional language only if Lyft rejects 350 second Operator fleet size

In the event that a second operator is permitted and Motivate's total liquidated damages for KPIs for Equitable Coverage and Customer Coverage over the period of any additional two consecutive months exceeds 8% of Oakland's portion of Ridership Revenues (as defined above), and Motivate fails to cure such failures within the two monthly reporting periods following written notice by The City of such failure(s), then the additional operator's fleet size may be increased to 500 e-bikes plus 50 percent of the difference between the number of e-bikes Motivate is required to provide and the number of e-bikes actually in service.

Motivate shall provide all data necessary for calculating KPIs, LDs, and Oakland's portion of Ridership revenues to The City on a monthly basis no later than the 25th day of the subsequent

month (for example, all data for the month of April 2020 must be provided by May 25, 2020); except that for all financial information, the data shall reflect all relevant facts as they existed with respect to the calendar month that immediately precedes the immediately preceding calendar month (e.g., the June report would reflect the financial data for April)..

Subject to the foregoing limitation in fleet size, the terms and conditions associated with any such agreement or permit will be based on OakDOT's Dockless Bikeshare Supplementary Regulations (attached and incorporated herein). If, at the end of such second Operator's permit term, Motivate has achieved three consecutive two-month periods of KPI performance below the liquidated damages cap, then the City will consider such performance by Motivate in determining whether to extend the second Operator's permit and/or adjust the second operator's permitted fleet size (subject to the above limitations) subject to The City's absolute sole discretion. Motivate agrees to this as an alternative remedy, notwithstanding any contractual right by Motivate to exclusivity under either the Program or Coordination Agreements or the default provisions provided by this Agreement.

2) Default Provisions

Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

(a)(1) Motivate fails to meet any of the service reliability requirements as set forth in the System Redundancy Section, and fails to cure such failure within 180 days of written notice of such failure; or

(2) Motivate's liquidated damages for KPIs for Service Area Coverage and Customer Coverage exceed 10% of Oakland's portion of regional Ridership Revenues (as that term is used herein) for the quarter starting on April 1, 2020 or any quarter thereafter, and Motivate fails to cure such failure within 180 days of written notice of such failure; or

(3) Motivate fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement, including any material obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 45 days after written notice thereof from The City to Motivate, or in the case of any term, covenant or condition which cannot reasonably be cured within such 45 day period, such longer period not to exceed 120 days after The City's written notice as is necessary to effect a cure of the failure to perform, so long as Motivate diligently attempts to effect a cure throughout such period.

(b) On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement, to seek specific performance of all or any part of this Agreement, and/or solicit, if necessary, and enter into an agreement or permit with another operator to provide stationless e-bike service in Oakland. City shall have the right to offset from any amounts due to Motivate under this Agreement or any other Agreement between City and Motivate: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Motivate pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

(c) All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

(d) No-waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

Notwithstanding anything to the contrary herein, the agreement shall include the following sections from the Program Agreement: Motivate's right to reduce the fleet size for emergencies or upgrades, Section 18.3 regarding Motivate's right to contest any finding by the City of an Event of Default and Events of Force Majeure.

Exhibit A

Hybrid Bike Share Supplemental Regulations

Definitions:

1. Hybrid Bike: A bike capable of docking into a station and locking to itself, a city rack or other permanent structure. Dockless bikes that do not lock to docking stations shall be considered hybrid bikes for the purpose of these regulations.
2. Rebalancing Node: A location designated for receiving hybrid, “lock-to” bikes as part of rebalancing activities.

A. Operator Responsibilities

- (1) For legitimate reports of improper or unsafe parking submitted through a City’s 311 system (including website or mobile app) or public call-center system, Operator must:
 - (a) Address complaints within 3 hours during business hours (Monday-Friday, 9am-6pm) and within 12 hours during non-business hours and on weekends;
 - (b) Notify the City via email, and notify the person who made the complaint, when a complaint has been addressed and is considered closed; and
 - (c) Close the complaint using the 311 platform, and upload a photograph to the 311 website as evidence that the complaint was addressed.
- (2) Operator may be charged an Improper Parking Fee if any of Operator’s Hybrid Bikes are found to be improperly parked, and not removed within the time period specified in Section (A) (1) (a).
- (3) Operators shall provide a plan to prevent Hybrid Bikes from being misplaced in bodies of water. In addition, Operators shall provide for approval their Standard Operating Procedures (SOPs) for retrieval of Bikes from bodies of water.

B. Vehicle Specifications

- (1) Customers using Hybrid or Dockless Bikes must be provided with an easily accessible, user-friendly method, within the Operator’s mobile application, to notify Operator of any safety or maintenance issue with the Bike. In addition, a phone number for reporting safety or maintenance issues must be conspicuously printed on every Bike. Bikes reported as damaged or inoperable must be taken out of service immediately and remain out of service until repaired.
- (2) Operators shall explain how damaged vehicles are repaired or recycled, and what efforts will be made to reduce landfill waste. All batteries and other potentially toxic materials must be disposed of or recycled, per state law, at an appropriate recycling facility.

C. Parking

- (1)** Operators shall submit for approval a set of typical plans or drawings showing where their Hybrid Bikes are intended to be parked within the public right of way under several example roadway and land use types.
- (2)** Operators shall not deploy or rebalance their Hybrid Bikes in a way that violates the terms of their encroachment permit, impedes the regular flow of travel in the public way, or in any way impedes the clearance on sidewalks needed for Americans with Disabilities Act (ADA) compliance. Operators shall only deploy or rebalance their Hybrid Bikes in the landscape/furniture zone of the sidewalk, preferably within a bicycle rack, an on-street bike corral, or in another area specifically designated for bicycle parking. Improperly parked Bikes are subject to fines.
- (3)** Operators shall inform Customers on how to properly park a Hybrid Bike. Operators shall report to the City, on a quarterly basis, the effectiveness of efforts to enforce proper parking within their mobile application.
- (4)** Hybrid Bikes shall be upright when parked.
- (5)** Hybrid Bikes shall not be parked in the landscape/furniture zone adjacent to or within:
 - (a)** Disabled parking zone, or any other accessible route that would otherwise create a barrier to accessibility;
 - (b)** Curb ramps;
 - (c)** Red curb zones;
 - (d)** Loading zones;
 - (e)** Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - (f)** Locked to street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - (g)** Entryways; or Driveways.
- (6)** Any Hybrid Bike that is parked in one location for more than 7 consecutive days without moving may be removed and taken to a City facility for storage at the expense of the Operator.
- (7)** Operators shall institute geo-fencing around designated bike parking areas and implement in-app technology to require their use in high-density areas.
- (8)** Operators shall be responsible for removing Hybrid Bikes that have a dead battery or are damaged from the public right-of-way.
- (9)** Operators shall implement “No Parking” zones in all areas the City has prohibited Bike parking within 72 hours of being notified by the City of the parking restriction.

(10) If Operator deploys Hybrid Bikes with locking mechanisms that attach to fixed objects:

- (a) Hybrid Bikes may not be parked in any way that obstructs curb ramps or the pedestrian path of travel.
- (b) Hybrid Bikes may not be attached to bus stop signs, trees, fire hydrants, or private property.
- (c) Hybrid Bikes locked to bike racks shall be positioned parallel to inverted U or circle bike rack or perpendicular to a wave style rack.
- (d) No more than one Hybrid Bike shall be locked to an inverted bike rack, except within a Rebalancing Node
- (e) Hybrid Bikes locked in a way that violates this section are subject to fines and impoundment.

D. Service Area

- (1)** Permission to operate the Bike Share System outside the public right of way of the City shall require approval from the appropriate department, agency, or property owner(s).
- (2)** Operator shall have a means of communicating with the User when a Hybrid Bike has been parked in a non-permitted area. The communication to the User shall be sent electronically at the end of the ride.

E. Community Engagement

- (1) Operators must provide a plan for community engagement, including a list of planned presentations, activities and events with community based organizations, Business Improvement Districts, and other key stakeholders in the service area.



February X, 2020

Ryan Russo, Director
Oakland Department of Transportation
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612

2020 Bay Wheels Pricing Proposal

Dear Director Russo,

Bay Wheels is proud to be partnering with OakDOT on the expansion of our hybrid ebike program in Oakland. Ebikes are critical to enabling mode shift for a much larger and more diverse audience, while hybrid ebikes expand the service area to serve new neighborhoods.

Ebikes are a fundamentally different product, and require a new pricing system to account for the substantially higher per-ride operating costs. This proposal introduces a new ebike pricing system, which is consistent with pricing for ebike programs in other markets around the country. With this proposal, Lyft/Motivate is making a long-term commitment to Oakland that takes into account the value of membership, supports equitable bikeshare access throughout the city, and ensures a long-term financially sustainable hybrid ebike program.

In light of our mutual obligation under the Right of First Offer Term Sheet Letter to “work in good faith to make reasonable adjustments to pricing that takes into account the costs of operating hybrid ebikes and the mutual goal of a sustainable ebike program,” please find the Bay Wheels pricing proposal for ebikes below.

Bay Wheels Ebike Pricing Proposal

Per-minute ebike fee

Member Type	Ebike Fee
Bay Wheels Member	\$0.15/min
Bike Share For All	\$0.05/min up to \$1 cap
Non-Member	\$0.20/min

This structure, in addition to the existing \$2 unlock fee for casual members, incentivizes users to sign up for our already-low cost memberships. The nominal fee charged to equity members is designed to align usage with operational costs while still offering the lowest cost transportation option.

**Ebike fee is waived if an ebike is the only bike available at a station.*

Attachment C

Exploring per-mile charges

While non-standard, we believe that the concept of per-mile based charges has merit if it can 1) reduce riders' time-based anxiety, and 2) be aligned with the operational costs (e.g., rate of battery drain).

We do not want to implement this at launch because it is non-standard for the industry and we are not confident that this pricing model would be understandable to users. However, we can commit to exploring this concept and returning in 6 months after the launch of ebike pricing with an evaluation that includes:

- Modeling the impact of per-mile charges on user fees and operational costs, based on an analysis of riding data
- Analysis of the technical feasibility
- Compilation of user feedback around time-based charges

The safety of our riders is our top priority, which is why we inform users in the Bay Wheels app, online, and at station kiosks about local laws, rules about sidewalk riding, parking regulations, and why we give warnings and eventually suspend users who repeatedly violate the Bay Wheels user agreements. We plan to monitor member feedback on ebike charges very closely and will be receptive to rider concerns. If users report to our support team that their ride took longer than expected due to a safety concern, resulting in longer idle-time, we will be reasonable and refund extra charges whenever appropriate.

Out-of-Station Convenience Fee

Area	Out of Station Convenience Fee
Station Service Area	\$2
Stationless Service Area*	\$0
Outside of Service Area	\$25 penalty (warning on first offense)

This structure incentivizes parking at stations, where available. Station parking offers users predictable start and end locations. It also reduces the operational cost of battery swaps and rebalancing and minimizes the chance of theft or loss, minimizing the cost needed to be passed on to users.

**Parking fee is waived in the stationless service area (e.g., predefined areas that are greater than 400m from a station), or if they park within 50m of a station that has no empty docks.*

The value of a membership

Members are the lifeblood of our program, and we want the launch of ebikes to bring substantially more members into our system. We expect ebikes to significantly increase the total user base and lead to a step change in bikeshare popularity. Our proposal gives users significant financial incentives to purchase a membership:

- No unlock fees. Pay only for the time that they use on ebikes
- The lowest per-minute fees in the industry for dockless bikes

Supporting equitable bikeshare access in Oakland

Our proposal extends our commitment to a strong equity program. Bikeshare for All members get access to electric bikes at a significant discount, cheaper than any other mode of transit. Our hybrid bike program brings bikeshare to neighborhoods that were previously underserved by stations. And, we're waiving parking fees in these parts of our service area to ensure that we are making bikeshare affordable and

DRAFT – DO NOT PUBLISH/PRINT – FOR INTERNAL REVIEW & DISCUSSION ONLY

Attachment C

easy in areas with low transportation access. Finally, members who do not want to pay additional ebike fees can continue riding classic bikes for no additional charge, just as they do today. We are committed to ensuring the health of the entire bikeshare system as we introduce ebikes into the fleet.

For outer service-area communities with a high percentage of low income residents and limited station availability, Lyft will cap ebike fees at \$2 per ride to ensure bikeshare remains an affordable daily transportation option. At launch, this will apply to all Bay Wheels member trips that start or end in the following neighborhoods: [To be agreed upon] (see Appendix A for the map). Motivate and OakDOT may mutually agree to changes pending final station expansion plans.

We share OakDOT's goal to ensure that ebikes are an affordable option for Bay Wheels users in every neighborhood, especially in Communities of Concern. We will work to ensure that all neighborhoods have an ample supply of ebikes to meet demand in accordance with the ebike fleet Service Level Agreements to which we have agreed to - and are bound by - in our contract. To address both of these goals, we propose piloting two enhancements to the Bay Wheels program in 2020:

- **Establish an Ebike credit program** by creating a mechanism to deliver complimentary ebike ride credits to members who improve the health of the system, such as rebalancing a bike to an undersupplied area or bringing a low-battery ebike near a battery swap technician. This way, members who ride to underserved areas could have their ebike fee offset or waived. The program structure may evolve over time but will incorporate dollar-based incentives in the first year.
- **Pilot a “virtual station”** that offers community members the benefits of stations (e.g., density and predictability of bikes) but moves faster than the station siting process. By simulating a station's high density of bikes through a concentrated network of bike racks, corrals, and/or painted parking spots, we can remove the need for out-of-station convenience fees, lowering the cost of bikeshare in that area.

Both of these proposals require time for development and learning. We propose announcing these initiatives in conjunction with public updates about new ebike pricing, and will partner with OakDOT on deployment timelines and execution, with initial efforts scheduled to launch within 180 days following the start of ebike pricing.

Building a long-term, financially sustainable hybrid ebike program

Hybrid ebikes are substantially more expensive than classic bikes; they have significant per-ride operating costs driven by the need to swap batteries, as well as less predictable parking outcomes which require rebalancing. Without introducing new fees to offset these costs, the hybrid ebike program in Oakland will not be sustainable long-term.

Timing

We propose the new ebike pricing going into effect immediately upon the ebike relaunch in Oakland. We will also continue to discuss pricing with Oakland to ensure it accounts for the costs of operating hybrid ebikes and delivers a healthy, sustainable bikeshare system.

We look forward to our discussion on this important matter and for the return of ebikes in Oakland.

Attachment C

Appendix A

Map of initial station service area and outer service areas with a \$2 cap on ebike fees

DRAFT



Message from Walk Oakland Bike Oakland

Re: Bike To Work Day 2020

Oakland's 26th annual Bike To Work Day celebrations originally scheduled for May 14, 2020 has been postponed. Regionally, partners organizing Bay Area celebrations have agreed to reschedule Bike To Work Day to Thursday, September 24, 2020. An update will be provided in June.

POSTPONED to September 24, 2020



At this time, Walk Oakland Bike Oakland wishes all good health and strength. We all have a role in crushing COVID-19, and we can do it with compassion and creativity. Please continue to follow us on social media @walkoakbikeoak for future announcements. Questions, email chris@wobo.org.

City of Oakland Bicyclist and Pedestrian Advisory Commission Strategic Plan Goals for 2020

February 2020

For the BPAC Strategic Plan 2020, the work of the BPAC was divided into three general goals, each with a corresponding set of tasks and Commissioner Assignments, as follows:

Goal 1: Provide legislative and policy recommendations to City Council.					
Task	Task Description	Committee Assigned	Commissioner Assigned	Progress	Issues/Barriers/Notes
Specific Tasks					
1.1	Review the 2021 Council Legislative agenda and determine items relevant to BPAC	Legislative			
1.2	Review OakDOT specific legislative agenda that OakDOT Intergovernmental Affairs and Policy Director (Nicole Ferrara) is working on		Chair/Vice-Chair		
1.3	Prepare and present an "Introduction to BPAC" including a review of Strategic Goals to Public Works Committee				
1.4	Finalize safety prioritization legislation for Council	Legislative			
1.5	Draft proposed legislation on school zone speed limit authority	Legislative			
1.6	Review and make recommendations regarding city schedule for parking and moving violations	Legislative			
1.7	Analyze stop and detention data involving cyclists and discuss with stakeholders such as OPD, Dept of Race and Equity and relevant community organizations.	Police Relations			
1.8	Advocate with OPD to use alternative parking rather than 90th Ave Scraper Bike path	Police Relations			
1.8	Draft proposed policy to include evaluation in project delivery for streets projects.	Legislative			This may move to Strategic Goal for 2021
Ongoing Tasks					
1.a	Share BPAC Strategic Goals and provide updates on specific BPAC efforts with Councilmembers.		Parreiras - D 1 Gardner/Campbell - D 2 Yee - D 3 Naylor - D 4 Mangrum - D5 Burnette - D 6 Shader - D 7 Jones - At-large		
1.b	Monitor statewide legislation and ballot measures impacting biking and walking and make recommendations for City support or opposition	Legislative			

Goal 2: Ensure meaningful input on OAKDOT project development with clear avenues for follow-up review and implementation evaluation.					
Task	Task Description	Committee Assigned	Commissioner Assigned	Progress	Issues/Barriers/Notes
Specific Tasks					
2.1	BPAC Commissioners would like OAKDOT to create tools to evaluate the success of implemented projects as a means of gathering data to improve streetscape design and communicate effectiveness to the public. To facilitate this, BPAC will: - Invite project managers to present on projects post-construction. Select two projects to have a presentation on before June (potentially Telegraph Avenue and Foothill Avenue rapid response fix). - Discuss the need for evaluation in conversation with OAKDOT staff. - Infrastructure committee to add project tracking status updates to their meeting minutes to create a method for following a project's status over time. This may help to alleviate some issues with turnover at OAKDOT and new project managers not having previous input.	Full BPAC Infrastructure			
2.2	Follow up with project manager for each OAKDOT project that is presented to BPAC within 3 months of presentation to determine if feedback was incorporated.		This could be a rotating assignment		Examples, Market & Adeline, 20th St downtown
2.3	Prioritize safety needs in East Oakland.		Burnette & Shader		
2.4	Develop guidelines for building out bike plan.	Infrastructure Committee		Jason Patton is lead. Infrastructure Committee will play role of task force for project. Process at February 6 meeting.	
2.5	Follow up with Planning staff and Planning Commission on BPAC Downtown Specific Plan input.	Planning Commission Review Committee			
Ongoing Tasks					
2.a	Get status update on Bike Plan and Pedestrian Plan every three months.		Chair/Vice-Chair		
2.b	Work with OakDOT staff and other departments for BPAC to have opportunity to review and provide input to key projects before they are 35% designed.	Infrastructure Committee			Key projects not brought to BPAC, staff does not accept input, even when provided.
2.c	Create a chart of projects including grant funded projects.		Naylor		
2.d	Invite outside agencies with expertise in transportation project implementation to BPAC meetings.		Chair/Vice-Chair		
2.e	BPAC as a whole prioritize policy and programmatic discussions. Infrastructure Committee focus on project input and project delivery.		Chair/Vice-Chair		
2.f	Get biennial updates on Major Development Project from Planning and highlight the most bike/ped relevant projects for Infrastructure Committee to review and provide comments.	Planning Commission Review Committee			

Goal 3: Prioritize community engagement and BPAC's role as a liaison between the public and the City.					
Task	Task Description	Committee Assigned	Commissioner Assigned	Progress	Issues/Barriers/Notes
Specific Tasks					
3.1	Review community engagement protocols used by OakDOT and other transportation agencies.	Legislative			
3.2	Schedule bike ride(s) with OPD and other city of Oakland officials and residents to spotlight biking and walking is valued in Oakland along with safe riding practices.	Police Relations			
3.3	Hold at least one BPAC meeting outside of City Hall.		Chair/Vice Chair	Once BRT is operating look at MLK Library.	
3.4	Request compensation for BPAC Commissioners to attend public events to cover travel and meals.				
3.5	Create a BPAC Blog.		Yee		
Ongoing Tasks					
3.a	Every commissioner will attend a minimum of two community events (such as bicycle tours, public safety event related to a specific issue or location, neighborhood councils), one in their district, one outside of their district, to promote BPAC or discuss topics related to bicycle and pedestrian issues.		All Commissioners		
3.b	Attend public event for specific project or planning effort related to bicycle and pedestrian issue. At event, initiate conversations with stakeholders and report back to larger Commission or OAKDOT if topic is presented at BPAC meeting.		All Commissioners		
3.c	Monitor OakDOT progress in making information available to the public on current project information and community engagement opportunities / events.	Legislative / Infrastructure			