

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.3**  
**FOR THE MEETING OF: October 17, 2025**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Authorize the Executive Director to execute Amendment No. 1 to the Siting Agreement with Lyft Bikes and Scooters, LLC (successor-in-interest to Bay Area Motivate, LLC), providing for revised licensed areas and the addition of bicycle docking stations on TJPA property.

**EXPLANATION:**

On June 14, 2018, the TJPA Board of Directors adopted Resolution No. 18-022, authorizing the Executive Director to enter into a Siting Agreement with Bay Area Motivate, LLC (locally referred to as “Ford GoBike”) for the placement and operation of a bicycle rental docking station at the new transit center (“Agreement”).

Lyft Bikes and Scooters, LLC (“Lyft Bikes”) informed the TJPA that on September 1, 2021, Bay Area Motivate, LLC merged with and into Lyft Bikes. Lyft Bikes, as successor-in-interest, continues to operate the Bay Area bike share program under its regional agreement with the Metropolitan Transportation Commission (MTC) and participating Bay Area cities.

Amendment No. 1 to the Agreement updates the Licensed Area shown in Exhibit A and authorizes an increase in the square feet and the addition of new bicycle docking stations, and makes certain other administrative changes to the Agreement.

Key terms of the Amendment include:

- **Confirming Lyft Bikes as Licensee:** Confirms that Lyft Bikes has stepped into the shoes of the original licensee, Bay Area Motivate under the Agreement.
- **Licensed Area Expansion:** Additional square footage will be provided for more docking stations to be installed at TJPA property as shown in revised Exhibit A.
- **Term and Termination:** The Agreement term is aligned with the Bay Area Bike Share Program Agreement between MTC and Lyft Bikes (as renewed or extended). But the TJPA or Lyft Bikes may terminate the Agreement in their discretion with 60 days’ written notice.
- **Notice Provisions:** Contact information updated to Lyft Bike’s San Francisco headquarters and legal department.
- **No Change to Costs/Fees:** Under the Agreement, Lyft Bikes bears all costs for installation, operation, and maintenance of the docking stations, and no license fee is charged by TJPA.

TJPA staff recommends approval of Amendment No. 1 to the Agreement to accommodate expanded bike share facilities at the Transit Center, consistent with regional mobility and sustainability goals.

**RECOMMENDATION:**

Authorize the Executive Director to execute Amendment No. 1 to the Siting Agreement with Lyft Bikes and Scooters, LLC.

**ENCLOSURES:**

1. Resolution
2. Amendment No. 1 to Siting Agreement

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, Pursuant to the Joint Powers Agreement creating the TJPA, dated April 4, 2001, the TJPA has the authority to make and enter into contracts and exercise all powers necessary and proper to carry out its provisions; and

WHEREAS, On June 14, 2018, the TJPA Board of Directors adopted Resolution No. 18-022, authorizing the Executive Director to execute a Siting Agreement with Bay Area Motivate, LLC (locally referred to as “Ford GoBike”), to provide a non-exclusive license for the placement and operation of a bicycle rental docking station on TJPA property (“Agreement”); and

WHEREAS, Lyft Bikes and Scooters, LLC informed the TJPA that on September 1, 2021, Bay Area Motivate, LLC merged with and into Lyft Bikes and Scooters, LLC; and

WHEREAS, TJPA staff and Lyft have negotiated Amendment No. 1 to the Agreement to expand the Licensed Area and authorize additional bicycle docking stations, and make certain other changes to the Agreement; and

WHEREAS, The proposed Amendment No. 1 supports the provision of sustainable mobility options for Transit Center users and the public; now, therefore, be it

RESOLVED, That the TJPA Board of Directors hereby authorizes the Executive Director to execute Amendment No. 1 to the Siting Agreement with Lyft Bikes and Scooters, LLC, in the form attached, expanding the Licensed Area and authorizing additional bicycle docking stations on TJPA property.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of October 17, 2025.

\_\_\_\_\_  
Secretary, Transbay Joint Powers Authority

**Amendment No. 01**  
**Siting Agreement between**  
**the Transbay Joint Powers Authority and**  
**Lyft Bikes and Scooters, LLC**

THIS Amendment No. 01 to the Siting Agreement to provide a non-exclusive license for the placement and operation of a self-service bicycle rental docking station on TJPA property (“Services”) dated June 14, 2018 (“Agreement”), is entered into effective as of the 17<sup>th</sup> day of October 2025 in San Francisco, California, by and between the Transbay Joint Powers Authority (“TJPA” or “Licensor”), and Lyft Bikes and Scooters, LLC, a Delaware limited liability company (“Licensee”), as successor-in-interest by way of merger to Bay Area Motivate, LLC .

**Recitals**

- A. On June 14, 2018 the TJPA Board of Directors adopted Resolution No. 18-022, which authorized the TJPA’s Executive Director to execute the Agreement with Bay Area Motivate, LLC to provide a non-exclusive license for the placement and operation of a bicycle rental docking station on TJPA property.
- B. Lyft Bikes and Scooters, LLC informed the TJPA that on September 1, 2021, Bay Area Motivate, LLC merged with and into Lyft Bikes and Scooters, LLC.
- C. The TJPA and Licensee wish to confirm Lyft Bikes and Scooters, LLC’s role as Licensee under the Agreement, and amend the Agreement to modify the term, update the address for notice, and amend the Licensed Area shown in Exhibit A and add additional docking stations to the Licensed Area.

**Terms and Conditions**

Now, therefore, the TJPA and Licensee agree to amend the following sections of the Agreement in their entirety to read as follows (deletions shown in strikeout, additions shown in *italics*):

- I. The parties acknowledge and agree that Lyft Bikes and Scooters, LLC has assumed all of the rights and obligations as Licensee under the Agreement as of the Effective Date as defined in the Agreement.
- II. Section 3. Term; Termination of the Agreement is hereby modified as follows:

3. **Term; Termination.** The term of this Agreement (“Term”) shall begin on the Effective Date, but the Licensee’s rights under the License shall begin on thirty (30) days written notice from Licensor to Licensee (“Commencement Date”). The Term shall ~~continue until terminated as set forth herein~~ *continue through the term of the Bay Area Bike Share Program Agreement among the Metropolitan Transportation Commission and Bay Area Motivate, LLC dated December 31, 2015 (as the same may be renewed or extended)*. Either Party may terminate this Agreement *prior to the expiration date* for any reason upon sixty (60) days’ written notice to the other Party.

III. Section 16. Notices (to Licensee) of the Agreement is hereby modified as follows:

If to Licensee, notices shall be sent to:

***Lyft Bikes and Scooters, LLC  
c/o Lyft, Inc.  
185 Berry Street, Suite 400  
San Francisco, CA 94107  
Attention: LUS Legal  
Email: LUS-legal@lyft.com***

~~Bay Area Motivate, LLC  
345 Fourth Street  
San Francisco, CA 94107  
Attention: Emily Stapleton, General Manager  
Phone: 415-758-3658  
Email: emilystapleton@motivateco.com~~

~~With a required copy to:~~

~~Bay Area Motivate, LLC  
220 36th Street, Suite 3A  
Brooklyn, NY 11232  
Attention: Justine Lee, General Counsel  
Email: justinlee@motivateco.com~~

IV. Exhibit A. Property Address and Drawing of the Licensed Area of the Agreement is hereby amended to add additional docking stations to the Licensed Area as shown in the attached.

The Agreement is amended only to the extent expressly provided herein; all other provisions of the Agreement shall remain in full force and effect.

The individuals executing this Amendment No. 01 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 01 as of the day first mentioned above.

**TRANSBAY JOINT POWERS  
AUTHORITY**

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Adam Van de Water  
Executive Director

**LYFT BIKES AND SCOOTERS, LLC**

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Michael Brous  
President and CEO  
Lyft Bikes and Scooters, LLC  
c/o Lyft Inc.  
185 Berry Street, Suite 400  
San Francisco, CA 94107  
[Mbrous@lyft.com](mailto:Mbrous@lyft.com)  
Federal Employer ID No. 20-8809830

Transbay Joint Powers Authority  
Board of Directors  
Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Attest:

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Secretary, TJPA Board

**Approved as to Form by:**

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TJPA Legal Counsel

EXHIBIT A: PROPERTY ADDRESS AND DRAWING OF THE LICENSED AREA

