



**METROPOLITAN  
TRANSPORTATION  
COMMISSION**

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***Memorandum***

TO: Commission

DATE: May 20, 2015

FR: Executive Director

RE: Bike Share Expansion Contract: Motivate International, Inc. and MTC Resolution  
Nos. 3925, Revised and 4035, Revised

**Background**

On April 8, 2015, staff presented a bike share expansion proposal from Motivate International, Inc. (Motivate) to the Administration Committee which, if approved, would provide 7,000 bikes in Berkeley, Emeryville, Oakland, San Francisco, and San Jose by 2017 without the need for public funding. While the Committee voted to refer the item to the full Commission in May, staff was directed to report back to the Committee on several issues, including funding alternatives for pilot cities on the Peninsula and other potential expansions of the bike share program.

During the April Committee discussion, there was concern expressed about what options may be available to new communities that become interested in bike share in the future. A similar concern was raised by the Bay Area Air Quality Management District (BAAQMD) Board, which voted to support the transfer of the pilot program and assets to MTC with the request that we commit \$4.5 million in funding to expand bike share to emerging communities beyond the five cities included in the Motivate proposal (see attached letter). The Committee also asked for more detail in the following areas: (1) how the proposal would ensure compliance with the American with Disabilities Act; (2) substantiation of the sole source justification; and (3) options and timing for investing the more than \$16 million in federal and state funds that would not be needed to expand bike share should the Commission authorize a contract with Motivate.

**Motivate Proposal Revisions**

Staff followed up on these items with a report to the Administration Committee at its May 13, 2015 meeting, including a revised term sheet, for review in advance of consideration of approval at the May Commission meeting to enter into an agreement with Motivate. The revised term sheet is attached for approval, with changes made between the April and May Committee meetings highlighted. No substantive changes have been made since the May 13, 2015 Committee meeting.

In addition to revising the terms of a potential agreement with Motivate, staff has been working with BAAQMD, pilot program agencies, and proposed expansion cities to identify the required components of cooperative agreements between MTC and cities. Such agreements would provide the link between Motivate and participating expansion cities and will serve to define the organizational structure of the program, confirm the implementation roles and responsibilities of each party, and establish policy and operational details of the program.

### **Funding**

As described at the Administration Committee meetings in April and May, private funding of the expansion in the five cities means that public funds originally intended for bikes and stations can instead be reprogrammed. The \$19.1 million that the Commission approved from 2012 to 2014 for the pilot and the continuation and expansion of Bay Area Bike Share includes both federal Congestion Mitigation and Air Quality Improvement (CMAQ) and state Active Transportation Program (ATP) funds, as summarized in the table below.

<b>Program</b>	<b>Fund Source</b>	<b>Unreimbursed Amount (\$ in millions)</b>
STP/CMAQ Cycle 1: Pilot	CMAQ	\$2.7
STP/CMAQ Cycle 1: Expansion	CMAQ	\$2.7
STP/CMAQ Cycle 2: Expansion	CMAQ	\$6.0
Regional ATP Cycle 1: Expansion	ATP	\$7.7
<b>Total</b>		<b>\$19.1</b>

The ATP funds have strict timely use of funds as well as competitive process selection requirements. Therefore, to avoid loss of those funds and in line with the Programming and Allocations Committee referral, staff recommends that \$7.7 million be allocated to ready-to-go contingency ATP projects, per MTC Resolution No. 4132, Revised.

Staff further recommends directing \$4.5 million for capital costs associated with bike share expansion in emerging communities. Staff would conduct a call for projects to solicit interest from communities in a timeframe to allow expansion to begin after installation of the 7,000-bike expansion. This funding level would support, at a minimum, the acquisition of an additional 750 bikes, roughly the size of the current pilot, in emerging communities. In addition, staff is recommending that \$0.5 million in CMAQ funds be provided to the city of San Mateo to advance its bicycle and pedestrian program as an alternative to implementing bike share as was originally planned in the pilot phase.

Staff is proposing that the remaining \$6.4 million be subject to the broader discussion of priorities for OBAG2 as the Commission considers a draft framework next month at the Programming and Allocations Committee meeting.

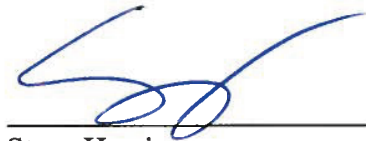
### **Recommendation**

Staff recommends that the Commission authorize the Executive Director or his designated representative to negotiate and enter into a contract with Motivate based on the summary of terms in Attachment A, to deliver, own, and operate a bike share system of 7,000 bikes in the cities of Berkeley, Emeryville, Oakland, San Francisco, and San Jose. Staff also recommends that the Commission authorize the Executive Director or his designated representative to negotiate and enter into cooperative agreements with participating cities and agencies consistent with the terms for the installation of the proposed bike share system.

Staff further recommends that the Commission direct staff to take action to operate the pilot program through June 2016 for cities that are not included in Motivate's expansion proposal and to return to the Commission with a strategy to invest \$4.5 million in bike share beyond the five cities in the Motivate proposal by the end of 2015.

Finally, staff recommends that the Commission redirect \$11.4 million in STP/CMAQ funds as follows:

<b>Project/Program</b>	<b>Amount</b>	<b>Implementing Resolution</b>
Bike Share in Emerging Communities	\$4.5 million	Resolution No. 3925, Revised
San Mateo Bike/Ped Program	\$0.5 million	Resolution No. 3925, Revised
OBAG2 – TBD	\$6.4 million	Resolution Nos. 4035, Revised and 3925, Revised

  
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Steve Heminger

**Attachments:** Attachment A: Contract Authorization and Term Sheet; MTC Resolution No. 3925, Revised, MTC Resolution No. 4035, Revised; and Letter from Bay Area Air Quality Management District Board.

REQUEST FOR COMMISSION APPROVAL  
Summary of Proposed Contract

Work Item No.:	1125
Consultant:	Motivate International, Inc. New York, NY
Work Project Title:	Sole Source Bike Share Expansion
Purpose of Project:	Deliver, install, and operate a 7,000-bike bike share system.
Brief Scope of Work:	Implement a bike share system of at least 7,000 bikes and associated stations, including purchase, delivery, and installation of bikes and stations, ongoing operations and maintenance, customer service, and program marketing, at no public cost.
Project Cost Not to Exceed:	\$0 Total approved contract amount based on this action = \$0
Funding Source:	N/A
Fiscal Impact:	Funds in FY 2014-15 to be reprogrammed.
Motion by Commission:	That the Executive Director or his designee is authorized to negotiate and enter into a contract with Motivate International, Inc. for zero cost to deliver, implement, and operate a bike share system of at least 7,000 bikes and associated stations as more fully described in the Executive Director's May 20, 2015 Memorandum to the Commission.
Metropolitan Transportation Commission:	<hr/> Dave Cortese, Chair
Approved:	Date: May 27, 2015

## Attachment A

### Motivate-MTC Proposed Term Sheet

This term sheet is intended to be used to facilitate discussions between the Metropolitan Transportation Commission (“MTC”) and Motivate International Inc. (“Motivate”) in order to develop a contract for the acquisition, launch and operation of a bike share system in the Bay Area.

Contract Topic	Contract Terms
Equipment Ownership	<p>If required by the FHWA, Motivate will be obligated to purchase the equipment initially acquired with federal funds according to the terms of the FHWA agreement.</p> <p>As currently outlined in the FHWA agreement, any item with a current per-unit FMV of less than \$5,000 will be transferred to Motivate at no cost. For items with a current per-unit FMV of more than \$5,000, the purchase price will be based on the share of federal funding for the project multiplied by the equipment’s FMV, as established by past sales of comparable equipment.</p>
System Size	<p>7,000-7,055 bikes total</p> <ul style="list-style-type: none"> <li>• 4,500 in SF</li> <li>• 1,000 in San Jose</li> <li>• 1,400 in East Bay (850 in Oakland, 100 in Emeryville, 400 in Berkeley, 50 TBD based on additional system planning analysis)</li> <li>• Between 100 and 155 to be determined: <ul style="list-style-type: none"> <li>- If Mountain View, Palo Alto, and Redwood City all decide to agree with Motivate and continue bike share, Motivate will provide 155 bikes among the three cities.</li> <li>- If one or two of the three pilot cities listed above decide to continue bike share, Motivate will provide enough bikes to maintain a 2:1 dock to bike ratio with the docks currently stationed in each city. If this is less than 100 bikes, Motivate will deliver enough bikes to another city to reach a program total of at least 7,000.</li> <li>- If none of the three pilot cities listed above decides to continue bike share, 100 bikes to be determined among SF, San Jose, and the East Bay.</li> </ul> </li> </ul>
Launch Dates	<p>Sites representing 25% of the total bikes for San Jose, East Bay and San Francisco should be approved and permitted by December 30, 2015. Motivate will install these bikes by June 1, 2016.</p> <p>Sites representing an additional 15% of bikes for San Jose, East Bay and SF should be approved and permitted by April 30, 2016. Motivate will install these bikes by October 1, 2016.</p>



Contract Topic	Contract Terms
Launch Dates (continued)	<p>Sites representing the remaining 60% of bikes for the East Bay should be approved and permitted by July 30, 2016. Motivate will install these bikes by January 1, 2017.</p> <p>Sites representing an additional 30% of bikes for San Jose and SF should be approved and permitted by November 30, 2016. Motivate will install these bikes by April 1, 2017.</p> <p>Sites for the remaining bikes in San Jose and SF should be approved and permitted by May 31, 2017. The remainder of bikes shall be installed no later than November 1, 2017.</p> <p>Delays in receiving permitted and approved sites by specified dates will result in extension of the installation dates in an amount equal to the delay.</p> <p>The above dates are based on completion of the contract with the MTC by July 31, 2015. If Motivate is negotiating in good faith and the contract signing occurs after July 31, 2015, the above dates will be extended by a duration equal to the difference between the contract signing date and July 31, 2015.</p>
Term	<p>10 year term, reduced to 5 years if Motivate does not achieve the aggregate bike target numbers described above (includes provisions for force majeure and siting issues) or if Motivate is in persistent and material breach of its contractual obligations as of the time renewal is considered in the fourth year.</p> <p>The contract may be extended for two additional five-year terms upon mutual agreement of the MTC and Motivate. If Motivate is in substantial compliance with the terms of the contract, MTC will engage in good faith negotiations to renew the contract on substantially equivalent terms one year prior to the expiration of the current term.</p> <p>MTC will provide notification of non-renewal no later than six months prior to the end of the term. If neither party provides no notice of non-renewal by six months, the contract should be extended for five years on the same terms.</p>
Exclusivity	<p>During the Term of this Agreement, Motivate shall have the exclusive right to operate a bike sharing program that utilizes public property and public right of way anywhere within San Francisco, Berkeley, Oakland, San Jose and Emeryville.</p>

Contract Topic	Contract Terms
Exclusivity (continued)	<p>The exclusivity provision does not apply to an existing pilot electric bike share program, facilitated by City CarShare and planned for Berkeley and San Francisco. The approximately 90 electric bikes at 25 planned stations will be available only to members of City CarShare.</p>
System Buy-In	<p>San Jose, San Francisco, Berkeley, Emeryville, and Oakland may contribute public funding for additional bikes and stations that are interoperable with the existing system. Costs to cities for purchasing, installing and operating the equipment is as follows:</p> <ul style="list-style-type: none"> <li>• Capital Equipment: Aggregate pricing for bike share solution as specified in the Air District contract + 10%. Adjusted annually by the producer price index.</li> <li>• Installation: \$4,000 per station, including site planning and drawings, growing at CPI.</li> <li>• Operations and maintenance of the equipment: \$100 per dock per month, growing at CPI <ul style="list-style-type: none"> <li>- Operations and maintenance costs will be \$0 for new equipment installed in the contiguous service area.</li> </ul> </li> <li>• Motivate is obligated to maintain equipment purchased by the cities in a state-of-good repair throughout the term. At the end of the term, Motivate shall return the equipment to the city in good working order acknowledging that there is expected to be normal wear and tear from use.</li> </ul> <p>San Mateo and existing pilot cities other than San Francisco and San Jose that want to continue and/or expand existing system operations after the expiration of the BAAQMD contract can develop a new service agreement with Motivate using their own sources of funds. Costs to cities for purchasing, installing and operating the equipment is as follows:</p> <ul style="list-style-type: none"> <li>• Existing equipment upgrade cost: \$12.50 per dock per month, growing at PPI.</li> <li>• New capital equipment: Aggregate pricing for bike share solution as specified in the Air District contract + 10%. Adjusted annually by the producer price index.</li> <li>• Installation of new equipment: \$4,000 per station, including site planning and drawings, growing at CPI</li> <li>• Operations and maintenance of the equipment: \$100 per dock per month, growing at CPI. <ul style="list-style-type: none"> <li>- Price is reduced to \$75 per dock, adjusted by CPI, if an average of 1 ride per bike per day citywide occurs for a 12 month period</li> <li>- Price is reduced to \$50 per dock, adjusted by CPI, if an average of 1.5 rides per bike per day citywide occurs for a 12 month period</li> </ul> </li> </ul>



Contract Topic	Contract Terms
System Buy-In (continued)	<ul style="list-style-type: none"> <li>- Price is reduced to \$0 per dock, adjusted by CPI, if an average of 3 rides per bike per day citywide occurs for a 12 month period</li> <li>• Motivate is obligated to maintain equipment purchased by the cities in a state-of-good repair throughout the term. At the end of the term, Motivate shall return the equipment to the city in good working order, acknowledging that there is expected to be normal wear and tear from use.</li> <li>• Cities are able to raise sponsorship to offset the costs of purchasing and operating the bike share system in their locality. Local sponsorship packages may include recognition of the sponsor on one side of one ad panel on the station. System naming rights, bike branding, and other branding of physical assets will be determined by Motivate in conjunction with title sponsor and in compliance with local advertising regulations. Local sponsors cannot be in the same category as the title sponsor, unless approved by Motivate.</li> <li>• Motivate will operate the current configurations of stations and docks, following the expiration of the BAAQMD contract, with enough bikes to provide a 2:1 ratio of bikes to docks, at no cost until December 31, 2015.</li> <li>• MTC will pay \$100 per dock per month to Motivate from January 1, 2016 through June 30, 2016 to maintain operations in the pilot cities.</li> <li>• Cities must decide whether or not to continue and/or expand bike share by May 31, 2016. Motivate will begin relocating equipment in cities that decide not to continue in July 2016.</li> </ul> <p>Subsequent to deployment of 7,000 bikes within San Francisco, San Jose, Oakland, Berkeley and Emeryville, other cities in the MTC region that want to participate in the regional bike share system can develop a service agreement with Motivate using their own sources of funds. Costs to cities for purchasing, installing and operating the equipment is as follows:</p> <ul style="list-style-type: none"> <li>• New capital Equipment: Aggregate pricing for bike share solution as specified in the Air District contract + 10%. Adjusted annually by the producer price index.</li> <li>• Installation: \$4,000 per station, including site planning and drawings, growing at CPI</li> <li>• Operations and maintenance of the equipment: \$130 per dock per month, growing at CPI. <ul style="list-style-type: none"> <li>- Price is reduced to \$97.50 per dock, adjusted by CPI, if an average of 1 ride per bike per day citywide occurs for a 12 month period</li> </ul> </li> </ul>



Contract Topic	Contract Terms
System Buy-In (continued)	<ul style="list-style-type: none"> <li>- Price is reduced to \$65 per dock, adjusted by CPI, if an average of 1.5 rides per bike per day citywide occurs for a 12 month period</li> <li>- Price is reduced to \$0 per dock, adjusted by CPI, if an average of 3 rides per bike per day citywide occurs for a 12 month period</li> <li>• Motivate is obligated to maintain equipment purchased by the cities in a state-of-good repair throughout the term. At the end of the term, Motivate shall return the equipment to the city in good working order, acknowledging that there is expected to be normal wear and tear from use.</li> <li>• Cities are able to raise sponsorship to offset the costs of purchasing and operating the bike share system in their locality. Local sponsorship packages may include recognition of the sponsor on one side of one ad panel on the station. System naming rights, bike branding, and other branding of physical assets will be determined by Motivate in conjunction with title sponsor and in compliance with local advertising regulations. Local sponsors cannot be in the same category as the title sponsor, unless approved by Motivate.</li> </ul> <p>In addition, Motivate has the right to contract with private entities that want to provide funding for stations and bikes that are situated on privately-owned property.</p>
Pricing	<p>\$149 annual pass that can be increased no more than CPI + 2% annually.</p> <p>Annual pass can be paid in 12-monthly installments of no more than \$15.00</p> <p>All other pricing can be set at Motivate's discretion.</p> <p>Motivate will offer a discounted pass set at 40% of the annual price. The discount will be available to customers who are eligible and enrolled in Bay Area utility lifeline programs. If participation in the discounted program is below expectations, Motivate and MTC may mutually agree on other eligibility criteria so long as the eligibility is determined by a third-party.</p>
Revenue Share	<p>User Revenue: 5% of user revenue above \$18,000,000 earned by Motivate (in accordance with GAAP) in any year will be paid to MTC. Amounts owed will be paid within 120 days of the end of the calendar year.</p>

Contract Topic	Contract Terms
Revenue Share (continued)	<p>Sponsorship Revenue: 5% of sponsorship revenue in excess of \$7,000,000 earned by Motivate (in accordance with GAAP) in any year will be paid to MTC. Amounts owed under the sponsorship revenue share agreement in years 1-5 will be deferred and paid in equal installments in years 6-10. For years 6-10, amounts owed under the sponsorship revenue share agreement will be paid within 120 days of the end of the calendar year.</p> <p>The revenue share hurdle will be adjusted for CPI starting in year 2.</p>
Brand Development and Sponsorship	<p>Motivate is responsible for identifying sponsors and developing system name, color, logo and placement of system assets. MTC, in consultation with the cities, will have approval rights over title sponsorship and branding.</p> <p>Motivate will abide by cities' existing guidelines and restrictions with regards to outdoor advertising. Motivate will not choose sponsors that are in age-restricted categories (alcohol, tobacco or firearms), products banned by the local government, or deemed offensive to the general public. Rejection of proposed sponsors by municipalities are limited to the grounds above.</p>
Advertising	<p>Motivate will have the right to sell advertising on physical and digital assets. Advertising on physical assets are subject to local restrictions on outdoor advertising.</p>
Siting	<p>Motivate to develop site locations, which will be prioritized based on demand. Motivate will also use city analyses and recommendations already developed where possible.</p> <p>If a city does not approve a proposed site location, they must provide an alternative within one-block.</p> <p>Motivate to provide a 20% minimum placement in communities of concern system-wide. Participating cities may designate other areas for 20% minimum placement instead of communities of concern.</p> <p>Motivate will work together with cities on community engagement and outreach as part of the station siting process, including necessary business associations and city meetings.</p> <p>Motivate can relocate or resize underperforming stations while maintaining minimum placements in communities of concern.</p>

<b>Contract Topic</b>	<b>Contract Terms</b>
Siting (continued)	<p>Motivate will hire planning and engineering firms to minimize the cities' costs and resources related to planning. Motivate will discuss staff time requirements with each city and determine ways to reduce demands on staff. If staff time exceeds estimates due to errors or omissions or by Motivate or its contractors, Motivate will reimburse cities for reasonable and documented direct staff time related to these issues.</p> <p>Cities to provide estimates on costs of permits within seven days of signing term sheet. If costs of permits are significant, Motivate will seek a waiver on permit costs given the public benefits of the project. If Motivate and Cities cannot reach agreement on a waiver, Motivate may consider reimbursing actual direct costs incurred by the city to provide the permit (e.g., a field visit by an inspector).</p>
Security Fund	<p>Motivate will provide \$250,000 into a Security Fund account controlled by MTC prior to the installation of the first new station. The Security Fund shall serve as security for the faithful performance by Motivate of all obligations under the contract.</p> <p>MTC may make withdrawals from the Security Fund of such amounts as necessary to satisfy (to the degree possible) Motivate's obligations under this Agreement that are not otherwise satisfied and to reimburse the MTC or cities for costs, losses or damages incurred as the result of Motivate's failure to satisfy its obligations.</p> <p>MTC shall not make any withdrawals by reason of any breach for which Motivate has not been given notice and an opportunity to cure in accordance with the Agreement.</p> <p>If funds are withdrawn from the Security Fund, Motivate will be required to replenish the Security Fund to an amount equal to \$250,000 on a quarterly basis.</p> <p>Interest in account accrues to Motivate.</p> <p>90 days after the end of the term, any remaining funds will be returned to Motivate.</p>
Liability	<p>Motivate shall defend, indemnify and hold MTC and its officers and employees harmless, to the fullest extent permitted by law, etc. Similar indemnities for cities.</p>
Default	<p>Termination and default clauses include the option to require Motivate to remove equipment, assign or transfer equipment and IP to a third party. IP assignment is limited to the extent needed for a third-party to maintain and operate the system.</p>



Contract Topic	Contract Terms
Data	<p>All data owned by Motivate. Cities granted a non-exclusive, royalty free, perpetual license to use all non-personal data.</p> <p>Monthly Reports shall be provided for each of the above KPIs and other system data, to be determined.</p>
Responsibilities of Motivate	<p>Brand development, station siting, design, permitting, purchase of equipment and software, installation of bikes and stations, station relocation, equipment replacement, bike share safety training, monthly operating meetings with MTC and cities, marketing, sales and sponsorship, operations and maintenance of system including customer service.</p> <p>Station relocation by public agencies will require reimbursement of costs incurred by Motivate. However, if a newly installed station is found to be unsuitable by a city for its location, the city may request within 30 days of installation the relocation of a station at Motivate's cost. The number of available free station moves is equal to 10% of the installed station base less any prior moves. For example, if a city has 100 stations installed, they have a total of 10 free station moves less any free station moves used to date. If the system grows to 200 stations, they then have 20 station moves less any station moves used to date.</p>
Site Design and Planning	<p>Motivate will hire a planning and engineering firm with experience in the specific locality to do surveying, site design and permit submission. Motivate will solicit input from each city to help determine its planning and engineering partners.</p> <p>Motivate will hire a community relations firm to assist with organizing and hosting community meetings and to conduct outreach to local residents and businesses.</p> <p>Motivate will use commercially reasonable efforts to subcontract the work to DBEs where possible.</p> <p>Each municipality should provide a point of contact to coordinate the community engagement efforts and the permitting process.</p>
Marketing	<p>MTC, in consultation with the cities, has final approval of marketing plans and activities.</p> <p>MTC, in consultation with the cities has approval over marketing and outreach plans for low-income communities, non-native English speaking populations, and disadvantaged communities. Motivate must do outreach and marketing in Spanish, Chinese and Vietnamese. MTC retains the ability to conduct outreach and</p>

	<p>program support in low-income and Limited English Proficiency neighborhoods.</p> <p>Motivate's other marketing activities must comply with MTC and local standards for decency and not offend the general public. Motivate will not advertise or promote any products in prohibited categories (tobacco, alcohol, etc.).</p>
<b>Contract Topic</b>	<b>Contract Terms</b>
Parking Meter Revenue	Motivate must make best effort to avoid taking metered parking spaces. If a city requires reimbursement of lost parking meter revenue for a given site, the city must also provide an alternative site location within one city block that is not sited in metered parking areas. Motivate can choose to locate in either site.
KPIs	<p>Key Performance Indicators:</p> <ol style="list-style-type: none"> <li>1. Rebalancing: no station will remain full or empty for more than 3 consecutive hours between 6AM and 10PM.</li> <li>2. Bicycle Availability: the number of bikes available for rent on an average, monthly basis shall be at least 90% of all bikes in service.</li> <li>3. Station Deactivation, Removal, Relocation, and Reinstallation: as notified by MTC, perform the necessary action within the number of days in the established schedule for each task.</li> <li>4. Station/Bike Maintenance, Inspection &amp; Cleaning: check each bike and station at least once per month and resolve each issue within a given time frame.</li> <li>5. Program, Website, and Call Center Functionality: the system, website, and call center shall each be operational and responsive 24/7, 365 days a year.</li> </ol> <p>Liquidated damages related to KPIs may not exceed 4% of annual user revenue for the year.</p>
Transition of Project from Bay Air Quality Management District (BAAQMD) to MTC	Subject to Air District Board approval, BAAQMD, MTC and Motivate will cooperatively develop a plan to effectuate the transfer of the project from the BAAQMD to MTC. The plan will provide for the implementation of new pricing, the continuation of existing memberships, the transfer of system data, the transfer of assets, and any other provision to ensure a seamless transfer and provide Motivate with the ability to operate the system under the MTC contract.
Resolution of Terms with BAAQMD	<p>Resolution includes:</p> <ul style="list-style-type: none"> <li>• Motivate will settle all outstanding claims with the Air District for the amount of \$150,000.</li> </ul>

Contract Topic	Contract Terms
Resolution of Terms with BAAQMD (continued)	<ul style="list-style-type: none"><li>• Air District agrees to release funds withheld for billed expenses and to pay all legitimate past and documented unbilled expenses totaling \$582,872 less the \$150,000 settlement amount.</li><li>• On a go-forward basis, Motivate will be paid for all eligible reimbursable costs per month to the maximum amount of one twelfth of the Annual Operations Fee, or \$136,638.67 per month. Cost caps within categories will not be relevant.</li><li>• This agreement will resolve prior SLA claims and any other prior potential claims that could be asserted through the date of Settlement</li></ul>
Americans with Disability Act (ADA) Provisions	In implementing and operating the bicycle sharing system, Motivate shall comply with all applicable requirements of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and all other applicable federal, state and local requirements relating to accessibility for persons with disabilities, including any rules or regulations promulgated thereunder. Such compliance shall extend to the location and design of system equipment and related facilities as well as the system website and any mobile application for the system.