



Public Works Department

CONSENT CALENDAR  
June 17, 2025

To: Honorable Mayor and Members of the City Council  
From: Paul Buddenhagen, City Manager  
Submitted by: Terrance Davis, Director, Public Works  
Subject: Cooperative Agreement: Downtown Berkeley Bike Station

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to establish a new Cooperative Agreement, expiring on June 30, 2026, with the Bay Area Rapid Transit District (BART) for the continued operation of the Downtown Berkeley Bike Station in its Center Street Garage location, provide funding for FY26 and past due funding for FY24 and FY25, for a total not to exceed amount of \$255,000.

FISCAL IMPACTS OF RECOMMENDATION

The City's contribution to the Bike Station operations, by way of the cooperative agreement, is not to exceed \$165,500 for past due payments for FY24 and FY25 and \$89,500 for FY26, for a total contract amount not to exceed \$255,000. The funding necessary to fund this agreement is available in the FY26 Budget, Fund 501-Capital Improvements and Fund 135-Measure BB-Bike and Pedestrian.

The City's contribution accounts for approximately 39% of the Bike Station expenses. BART contributes the remainder of the funding. This is consistent with past cooperative agreements.

**Downtown Berkeley Bike Station Estimated Operating Expenses**

	<i>FY21</i>	<i>FY22</i>	<i>FY23</i>	<i>FY21-23 Total</i>	<i>FY24</i>	<i>FY25</i>	<i>FY26</i>	<i>FY24-26 Total</i>
<b>Rent</b>	\$49,200	\$49,350	\$49,350	\$147,900	\$49,350	\$50,337	\$50,337	\$150,024
<b>eLock</b>								
Software License	\$3,500	\$3,500	\$3,500	\$10,500	\$3,500	\$3,500	\$3,500	\$10,500
Kiosk Maintenance	\$1,125	\$1,500	\$1,500	\$4,125	\$1,500	\$1,500	\$1,500	\$4,500
<b>BikeHub</b>								
Valet	\$118,560	\$132,230	\$129,168	\$379,958	\$133,095	\$139,414	\$147,056	\$419,565
Self-park	\$16,800	\$18,738	\$18,737	\$54,275	\$18,860	\$19,755	\$20,838	\$59,453
<b>TOTAL:</b>	\$189,185	\$205,318	\$202,255	\$596,758	\$206,305	\$214,506	\$223,231	\$644,042
<b>Actual</b>					<b>Proposed</b>			
<b>BART Share</b>	\$114,185	\$130,318	\$127,255	\$371,758	\$130,305	\$125,006	\$133,731	\$389,042
<i>BART %</i>	60.4%	63.5%	62.9%	62.3%	63.2%	58.3%	59.9%	60.4%
<b>City Share</b>	\$75,000	\$75,000	\$75,000	\$225,000	\$76,000	\$89,500	\$89,500	\$255,000
<i>City %</i>	39.6%	36.5	37.1%	37.7%	36.8%	41.7%	40.1%	39.6%

**CURRENT SITUATION AND ITS EFFECTS**

The Downtown Berkeley Bike Station has been in continuous operation since 1999. The City of Berkeley has supported operations through a fund transfer agreement with BART since 2009. This funds transfer is codified as a Cooperative Agreement.

The Bike Station in the Center Street Garage has room to park 330 bicycles – 282 valet spots and 48 self-park. According to BART, in FY24 the Bike Station parked about 2,300 bikes per month. The existing service has strong utilization rates, and is frequently parked to capacity by commuters, university and high school students, shoppers, Downtown Berkeley's theaters goers, and others experiencing local cultural attractions.

The City's funding is critical for the continued operations of the Bike Station. From FY 2021 to FY 2023, the City has contributed \$75,000 on an annual basis. With inflation and rising costs of goods and labor, BART has requested that the City's increase its percentage of funding contribution for the program to \$76,000 in FY 2024 and then \$89,500 in FY 2025 and FY 2026 annually. Usage has rebounded from pandemic-related closures and more commuters, transit riders, visitors, shoppers and Berkeley High School students are expected to use it. Staff recommends that the City's share of

funding rise at this time. Usage is expected to increase, and the Bike Station will not be able to adequately serve the public without the City's funding.

Under the new cooperative agreement, BART would continue to manage day-to-day operations of the Bike Station including performing its obligations under the Lease (which expires in 2036), reviewing and monitoring any sublease agreements, and managing the private company that operates the Bike Station – BikeHub.

The Cooperative Agreement for the Downtown Berkeley Bike Station is a Strategic Plan Priority Project, advancing our goals to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities and be a global leader in addressing climate change, advancing environmental justice, and protecting the environment.

### BACKGROUND

The Bike Station originally opened in 1999 on the concourse level of the Downtown Berkeley BART station. In 2010, it moved to a storefront located at 2208 Shattuck Avenue. It moved to the Center Street Garage when the new facility opened in 2018.

Provision of secure bicycle parking in the Downtown Berkeley Bike Station supports multiple policies in the Berkeley Bicycle Plan; Berkeley Climate Action Plan Goal #5: Accelerate Implementation of the City's Bicycle & Pedestrian Plans; Berkeley General Plan Policy T-43, which calls for expansion of the supply of secure bicycle parking near transit hubs and in commercial areas; and the following specific Downtown Area Plan Policy measures:

Policy AC-5.2: Bicycle Parking. Increase the availability of convenient, secure and attractive short- and long-term bicycle parking throughout Downtown.

a) Increase the availability of secured bicycle parking throughout Downtown, particularly in areas of high use, including bicycle parking options that are sheltered and/or attended.

d) Promote the creation of an at-grade attended or automated bicycle-parking service. Work with BART to consider replacing the existing bicycle station with a joint City/BART aboveground facility, perhaps in a storefront on Shattuck Avenue.

The bike station provides two types of secure bike parking. BikeHub, under contract with BART, provides free valet bike parking Monday to Friday from 7 am to 7 pm. BikeHub also operates eLock BikeLink secure bike parking, a swipe card-accessible bike parking area, which is open seven days a week, 24-hours a day. Parking costs five cents an hour from 8am to 8pm weekdays and 3-cents an hour all other times.

Since the Downtown Berkeley Bike Station's opening, the City and BART's investment has been critical to keeping this service open for the public. The Bike Station operator, BikeHub, has revenue generating services, such as retail sales of bicycle equipment

and bicycle repairs as well as a café area, all of which help defray annual operating costs. Still, without funding from the City of Berkeley and BART, the Downtown Berkeley Bike Station would operate at an \$8,000 monthly deficit. The City's funding will continue to keep the Bike Station viable.

The last Bike Station Cooperative Agreement between the City and BART expired on June 30, 2023. Due to staff turnover and vacancies, the City has not had the capacity to work on a new agreement until now. During FY24 and FY25, BART covered the City's share of operational costs with the understanding that the new agreement would pay these past due expenses and future costs as outlined above. Though past agreements have been for three years, the City and BART may consider longer term agreements in the future.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

According to BART, the Bike Station securely parks approximately 2,300 bicycles per month. Each of the associated bicycle trips is free of greenhouse gas emissions and thus reduces emissions compared to the more polluting motorized modes of transportation that could have been chosen for many of these trips had secure bicycle parking not been available. This helps achieve the Berkeley Climate Action Plan target of reducing greenhouse gas emissions 80-percent below year 2000 levels by 2050. The plan states that, in order to meet these targets, "Transportation modes such as public transit, walking and bicycling must become the primary means of fulfilling our mobility needs." More specifically, Goal #5: Accelerate Implementation of the City's Bicycle & Pedestrian Plans has an implementation action to "Expand and improve secure bicycle parking at all Berkeley BART stations and bus stops."

#### RATIONALE FOR RECOMMENDATION

Despite the City's successful expansion of on-street bicycle parking, there continues to be a shortage of adequate bicycle parking in the downtown area, especially secure, long-term bicycle parking of the type offered at the Downtown Bike Station. Supporting the Downtown Berkeley Bike Station will help serve that demand while helping the City to meet its Climate Action Plan targets to reduce greenhouse gas emissions.

In 2017 and 2018, the City designed and constructed approximately \$310,000 of purpose-built capital improvements in the Center Street Garage for bike parking, including bike racks for valet bicycle parking and an area for bicycle lockers, a bicycle accessory retail area and a café area, including electrical connections and plumbing.

#### ALTERNATIVE ACTIONS CONSIDERED

In the short term, the City could choose not to enter into a new Bike Station cooperative agreement with BART. As a result, the Downtown Bike Station would likely close. BART management has indicated that BART would not assume the City's current portion of Bike Station operating costs.

CONTACT PERSON

Wahid Amiri, Deputy Director, Public Works, (510) 981-6396

Noah Budnick, Senior Management Analyst, Public Works, (510) 981-7069

Attachments:

1: Resolution

Exhibit A: Cooperative Agreement: Downtown Berkeley Bike Station

RESOLUTION NO. ##,###-N.S.

COOPERATIVE AGREEMENT: DOWNTOWN BERKELEY BIKE STATION

WHEREAS, on December 8, 2008 by Authorization No. 28 12/8/08, Council authorized Contract No. 8550 with Bay Area Rapid Transit District (BART) for \$60,000 annually for a sum not to exceed \$300,000 to provide operations funding through June 30, 2014 for a Downtown Berkeley Bike Station Expansion; and

WHEREAS, on May 26, 2015 by Resolution 67,032-N.S., Council authorized Contract No. 9965 with BART for \$60,000 annually for a sum not to exceed \$120,000 to provide operations funding through June 30, 2016 for the Downtown Berkeley Bike Station; and

WHEREAS, on July 25, 2017 by Resolution 68,127-N.S., Council authorized Contract No. 10829 with BART for \$60,000 annually for a sum not to exceed \$120,000 to provide operations funding through June 30, 2018 for the Downtown Berkeley Bike Station; and

WHEREAS, the funding under the contract approved in July 2017 was expended to operate the Bike Station in FY17 and FY18; and

WHEREAS, on January 25, 2022 by Resolution 70,200-N.S., Council authorized contract No. 32300153 with BART for \$225,000 for three years of funding for the continued operation of the Downtown Berkeley Bike Station at its location in the Center Street Garage through June 30, 2023; and

WHEREAS, provision of secure bicycle parking in the Downtown Berkeley Bike Station supports multiple policies in the Berkeley Bicycle Plan; Berkeley Climate Action Plan Goal #5: Accelerate Implementation of the City's Bicycle & Pedestrian Plans; Berkeley General Plan Policy T-43 that calls for expansion of the supply of secure bicycle parking near transit hubs and in commercial areas; and the multiple Downtown Area Plan transportation policy measures; and

WHEREAS, executing a cooperative agreement with BART to provide funding for an additional three years of operation of the Downtown Bike Station at its new Center Street Garage location will enable the provision of continued secure bicycle parking services in Downtown Berkeley; and

WHEREAS, funding of \$165,500 for past due payments for FY24 and FY25 and funding of \$89,500 for FY26 are subject to appropriation in the FY 26 Mid-Biennial Budget Update.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to make two years of past due payments and execute a one-year cooperative agreement with BART, in an amount not to exceed \$255,000 for the continued operation of the Downtown Berkeley Bike Station at its location in the Center

Street Garage through June 30, 2026. A record copy of the contract and any amendments is to be on file in the Office of the City Clerk.

Exhibit A: Cooperative Agreement: Downtown Berkeley Bike Station

**FUND TRANSFER AND COOPERATIVE AGREEMENT**

THIS AGREEMENT (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (“BART” or “District”) and the CITY OF BERKELEY, CALIFORNIA (“City”).

**RECITALS**

THIS AGREEMENT is made with reference to the following facts:

- A. On August 20, 2010, BART and the City entered into a first Fund Transfer and Cooperative Agreement for a new bicycle station facility (“Bike Station”) near the Downtown Berkeley BART Station. The City agreed to contribute funding to support the operating costs of the Bike Station for a five-year period beginning July 1, 2009 and ending July 1, 2014.
- B. On June 23, 2015, BART and the City entered into a second Fund Transfer and Cooperative Agreement for continued operation of the Bike Station near the Downtown Berkeley BART Station. The City agreed to continue to contribute funding to support the operating costs of the Bike Station for a two-year period beginning July 1, 2014 and ending June 30, 2016 for a total not to exceed \$120,000.
- C. On January 19, 2018, BART and the City entered into a third Fund Transfer and Cooperative Agreement for continued operation of the Bike Station near the Downtown Berkeley BART Station. The City agreed to continue to contribute funding to support the operating costs of the Bike Station for a two-year period beginning July 1, 2016 and ending June 30, 2018 for a total not to exceed \$120,000, including \$60,000 for FY17 and up to \$60,000 for FY18, prorated based on the number of months before the planned move of the Bike Station to the new Center Street Garage at the end of FY18.
- D. On February 21, 2021, BART and the City entered into a fourth Fund Transfer and Cooperative Agreement for continued operation of the Bike Station near the Downtown Berkeley BART Station. To help support the operating costs of the Bike Station for fiscal years 2021 through 2023, beginning July 1, 2021 and ending June 30, 2023, the City agreed to contribute \$75,000 annually for a total not to exceed \$225,000.
- E. Per the 2010, 2015, and 2018 Cooperative Agreements, BART managed the Bike Station facility with approximately 4,000 rentable square feet of space at 2208 Shattuck Avenue, Berkeley, California since July 1, 2009. The Bike Station on Shattuck Avenue provided parking for 283 bicycles (170 in the attended area

and 113 in the adjacent self-serve area). In addition, the Shattuck Bike Station provided ancillary services for bicycle commuters, including bicycle maintenance and repair, bicycle rentals, sale of bicycle accessories, and community bicycle education classes.

- F. The Bike Station was relocated in December 2018 from 2208 Shattuck Avenue to a newly constructed space owned by the City of Berkeley at 2023 Center Street (the "Premises") in the new Center Street Garage. This new Bike Station facility has parking for 326 bikes (282 in the valet area and 48 in the self-park area) and space built for ancillary services for bicycle commuters, including bicycle maintenance and repair, bicycle rentals, and sale of bicycle accessories.
- G. Performance evaluations and measures of the Bike Station operations have found that, despite the lasting effects of Covid 19 on BART ridership and bike access to BART, the Center Street location of the Bike Station has been utilized to substantial capacity and remains financially viable.
- H. After an initial lease period of two years, BART entered into a 15-year Lease agreement with the City of Berkeley for the Premises at 2023 Center Street, commencing February 1, 2021 and expiring January 31, 2036.
- I. On August 1, 2013, BART initially entered into a Management Services Agreement (the "MSA") with an operator ("Operator"), whereby Operator, among other things, manages and operates the Bike Station facilities at the Premises, in addition to providing similar bicycle operation services at eight other BART stations. The initial MSA was extended through October 31, 2021 and BART subsequently competitively bid and awarded a new five-year MSA through October 31, 2026. The annual compensation under the new MSA is approximately \$570,000 and 20-25% of the compensation is allocable to the staffing and management of the Berkeley Bike Stations.
- J. BART has committed to partially fund the Lease and operating expenses incurred under the MSA for FY24 through FY26, as set forth below.
- K. City has agreed to provide \$76,000 in FY24 and \$89,500 per year in FY26 and FY26, for a total not to exceed \$255,000 in funding for the Bike Station's FY24 through FY26 operating expenses as set forth below in this Agreement. It is not the intent of the City or BART that City be a co-party to the MSA, and nothing contained in this Agreement is to be construed as any other business relationship between the parties other than the contractual relationship as expressly set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. BART Responsibilities. For FY24 through FY26, BART agrees to fund all Bike Station expenses in excess of the City's contribution. BART further agrees to manage and assume responsibility for the Bike Station including performing its obligations under the Lease and managing the MSA.
2. City Responsibilities. City has committed \$76,000 in FY24 and \$89,500 per year in FY25 and FY26, for a total not to exceed \$255,000, to provide funding for the Bike Station, as evidenced by a resolution of the Berkeley City Council dated \_\_\_\_\_, a copy of which is appended hereto as **Exhibit A** and incorporated herein by this reference. BART will submit an annual invoice to City for payment no later than April 30 of each year. City will pay BART within 90 days of receipt of an acceptable invoice.
3. Bicycle Retail and Other Ancillary Services; Separation of Public and Private Interests. The Bike Station will provide certain retail services to bicycle commuters, including service and repair of bicycles and sale of bicycle accessories. The retail bicycle services at the Bike Station will operate from the Bicycle Retail Area of the Premises to be leased to BART. Operator is required to ensure that any retail activities are approved by BART and do not detract from the core function of the Bike Station as a secure bicycle parking facility.
4. Operations of the Bike Station. As described herein and in the Lease, initial core hours of operation for the Bicycle Valet and Bicycle Retail Areas of the Bike Station, including bicycle maintenance and repair services, retail sale of bicycle commuter parts and accessories, bicycle rentals, and coffee retail sales will be from 7 am to 7pm Monday through Friday, year-round, excluding holidays as stipulated in the MSA. Bike Station valet and retail service may include seasonal operations on Saturdays at the discretion of the Operator, subject to BART and City agreement. The BikeLink Space will be available 24 hours a day, 7 days a week. Changes to hours of operation are subject to BART and City agreement.
5. Termination. BART or City may, in their sole discretion, notwithstanding the Lease, choose to close the Bike Station at the Premises after June 30, 2021, if sufficient funding is not secured for operating costs beyond that date. To avoid closure, BART will seek, but does not guarantee, BART Board approval of funding to subsidize future years' expenses at the Premises. City will also seek, but does not guarantee, continued funding for future years' expenses at the Premises.
6. Fixtures of the Bike Station after Termination or upon Relocation from the Premises. If the Bike Station is closed per the Termination provisions of this Agreement, BART will move at its sole costs and expense all Bike Station personal property funded by the Safe Routes to Transit Grant No. 20.15 (bicycle parking racks, security devices, lighting, or any other moveable physical improvements which were not permanently affixed to the Premises) to another location, to support transit use subject to applicable grant requirements. Prior to

considering other locations, if feasible, BART will use best efforts to move the personal property for use at a relocated Berkeley Bike Station.

7. BART Indemnity. BART hereby agrees to indemnify, defend, protect and hold harmless City, its officers, agents, volunteers and employees (individually and collectively, "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and costs (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by BART's performance of or failure to perform any services under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which BART has agreed to indemnify Indemnitees as provided above, BART, upon notice from City, shall defend Indemnitees at BART's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

8. City Indemnity. City hereby agrees to indemnify, defend, protect and hold harmless BART, its officers, directors, agents, volunteers and employees (individually and collectively, "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and costs (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by City's performance of or failure to perform any services under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which City has agreed to indemnify Indemnitees as provided above, City, upon notice from BART, shall defend Indemnitees at City's expense by counsel acceptable to BART, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

9. Nondiscrimination. BART shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. BART shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by BART to carry

out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as is deemed appropriate.

In connection with the performance of services under this Agreement, BART shall not, on the grounds of race, religious creed, color, national origin, ancestry, handicap, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

For purposes of this Section 14, "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

10. Assignment. Neither BART nor City shall assign any rights nor transfer any obligations under this Agreement without the prior written consent of the other and any such unauthorized assignment or transfer shall be void.
11. BART and City Warranties. BART and City make no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated herein.
12. BART Representative. Except when approval or other action is required to be given or taken by the Board of Directors of BART, Heath Maddox, or such person or persons as he shall designate in writing from time to time, shall represent and act for BART.
13. Notices. All communications relating to the day-to-day activities of the Bike Station shall be exchanged between BART's designated representative and City's representative. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, or transmitting it by commercial courier, addressed as follows:

To BART: San Francisco Bay Area Rapid Transit District  
Customer Access Department  
2150 Webster Street, 8<sup>th</sup> Floor  
Oakland, CA 94612  
Attention: Heath Maddox

To City: City of Berkeley  
Public Works Department, Transportation Division  
1947 Center Street, 4<sup>th</sup> Floor  
Berkeley, CA 94704  
Attention: Noah Budnick

The address to which mailings are to be made may be changed from time-to-time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above, and if given by commercial courier as of the date accepted by the addressee.

14. Binding on Successors. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, and legal representatives.
15. Applicable Law. This Agreement, its interpretation, and all work performed hereunder, shall be governed by the laws of the State of California applicable to contracts to be performed within the State, without reference to conflicts of law principles.
16. Modification. This Agreement may be modified or amended only by written instrument signed by both BART and City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

**SAN FRANCISCO BAY AREA RAPID  
TRANSIT DISTRICT**

**CITY OF BERKELEY**

By: Val Menotti

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: Assistant General Manager,  
Planning & Development

Title: City Manager

Approved As To Form:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: Attorney, Office of the General  
Counsel

Title: