



## EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

### AGENDA

Board of Directors Meeting

May 20<sup>th</sup>, 2021 @ 9:15 AM

[Zoom](#)

Meeting ID: 885 6484 1695

#### **Chair**

Geoffrey Sears,  
Wareham Development

#### **Vice Chair**

Bobby Lee, At-Large  
Residential Member

#### **Secretary**

Betsy Cooley, At-Large  
Residential Member

#### **Treasurer**

Andrew Allen  
At-Large Business  
Member

#### **Directors**

Peter Schreiber,  
Pixar

Colin Osborne

At-Large Business  
Member

Kassandra Kappelos  
Public Market

Zack McGahey  
Zymergen

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the April 15<sup>th</sup>, 2021 Board of Directors Meeting (Attachment)
4. Executive Directors Report
  - A. Status Update on Mandela Site
    - i. Progress Report
    - ii. Budget vs. Cost Report
  - B. Ridership Review
5. Business Items
  - A. Review and Consider Approval of Video Monitoring Service Proposal by Centralized Vision and Authorize Chair to Execute Services Agreement (Attachment)
  - B. Review and Consider Adoption of draft changes to Policy Manual (Attachment)
  - C. Review and Consider Approval budget augmentation request from Gray Bowen Scott for Project Oversight of the Mandela Fleet Parking Facility and authorize Chair to execute an Amendment (Attachment)
  - D. Review of 1<sup>st</sup> Quarter Financial Reports (Attachment)
6. Confirm date of Next Meeting – June 17<sup>th</sup>, 2021
7. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Board of Directors Meeting

April 15, 2021

**LOCATION: VIDEO CONFERENCE**

*Directors Present: Geoffrey Sears, Chair (Wareham Development)*

*Bobby Lee, Vice Chair (Residential Member)*

*Betsy Cooley, Secretary (Residential Member)*

*Peter Schreiber (Pixar)*

*Colin Osborne (Novartis)*

*Kassandra Kappelos (Public Market)*

*Others Present: Roni Hatstrup, Executive Director*

*Karen Boggs, Operations Director*

*Debi Lawrence, Executive Assistant*

*Brad Farmer, Finance Director (City of Emeryville)*

1. Call to Order

*Geoffrey Sears called the meeting to order at 9:18 AM.*

2. Public Comment

*There were no comments from the public.*

3. Approval of the Minutes of the March 18<sup>th</sup>, 2021 Board of Directors Meeting

*Betsy Cooley motioned for approval of the meeting minutes. Bobby Lee seconded the motion.*

*This item was approved by a unanimous vote.*

*Yes: 5*

*No: 0*

*Abstain: 0*

4. Executive Directors Report

A. Status Update on Mandela Site

- i. Progress report – Roni reported the progress report on the project. The majority of the work is nearing completion. There were a few Change Orders coming through: #4: There was a 3-foot gap between where the proposed fence and existing wall were planned. The ETMA received approval from CalTrans and the City of Oakland to remove the planned fencing from the project and tie into the wall directly, which will eliminate the gap. Also, a modification has been added to the back fence, changing it from 6 feet to 10 feet. The amount for the Credit Change Order reflected from these two changes comes out to \$33,725. #5: Ernest is working to get the concrete path to the trailer ADA compliant; #6: there were abandoned PG&E lines that will need to be removed; #7: debris removal.*

*Paving should be ready to start next week. Then, fencing and landscaping will follow.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Board of Directors Meeting

April 15, 2021

- ii. *Budget vs. Cost report – Roni provided an overview of the project budget, noting that the costs were still within budget and that a contingency of over \$400,000 remained.*
- iii. *Office Trailer – Roni reported that the vendor, Mobile Modular informed her of a delay with the manufacturer and that the material costs had gone up. Roni noted that Mobile Modular would absorb the added costs, but the office trailer would be delayed to mid-July. Roni further noted that the busses could be moved over (out of the Horton site by the end of June), but the office wouldn't be able to move until late-July and that would require a one-month extension on the lease for the current office building.*

- B. *Ridership Review – Roni reported that the ridership is increasing slightly month by month. The team is not hearing of any issues where the busses are over capacity and leaving any passengers behind. The team is working to prepare for an increase in services over the next month or two, thinking that our target is July timeframe. Roni noted that the ridership is still under 20% of normal ridership; when we get to about 25% that is when we will look at the increases in services. Roni mentioned that if the team notices capacity is becoming a concern, we can add another bus to follow the scheduled busses to help pick up any remaining passengers.*

*Colin noted that he had ridden the bus one day during the commute times (around 6am and 4:30pm). The bus had no open seats, but Colin added that this did not seem like a problem as people got off at the stops as people got on.*

5. Business Items

- A. Appoint Audit Review Committee

*Roni requested Board volunteers to participate in the Audit Review. Roni further noted that the responsibilities would be to: receive the audited statements and tax documents; review them; attend a meeting with the audit & accounting team; ask questions and understand them; prepare the materials for Board consideration; serve as the committee to recommend the acceptance of the Auditor's report. Roni asked for three volunteers from the Board.*

*Betsy Cooley volunteered. Bobby Lee volunteered, if there was a third needed.*

*Roni noted that she would reach out to those Directors not on the call to see if they would be willing to participate.*

- B. Review and Consider Approval of Video System Equipment & Installation Proposal by Ojo Technologies and Authorize Chair to Execute Agreement

*Roni presented the proposal for the Video Equipment & Installation by Ojo Technologies for the Mandela Site location. Roni also mentioned that they have also reached out to monitoring companies to see how the services would need to work together and what products might be overlapped. Roni requested approval of the Ojo Technologies proposal and to allow the Chair to authorize the work order for a not to exceed amount of \$70,000.*

*Betsy Cooley motioned for approval of Video System Equipment proposal by Ojo Technologies. Colin Osborne seconded the motion.*

*This item was approved by a unanimous vote of the Board.*

*Yes: 5*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Board of Directors Meeting

April 15, 2021

*No: 0*

*Abstain: 0*

6. Confirm date of Next Meeting

*The meeting date was confirmed for May 20, 2021.*

7. Adjournment

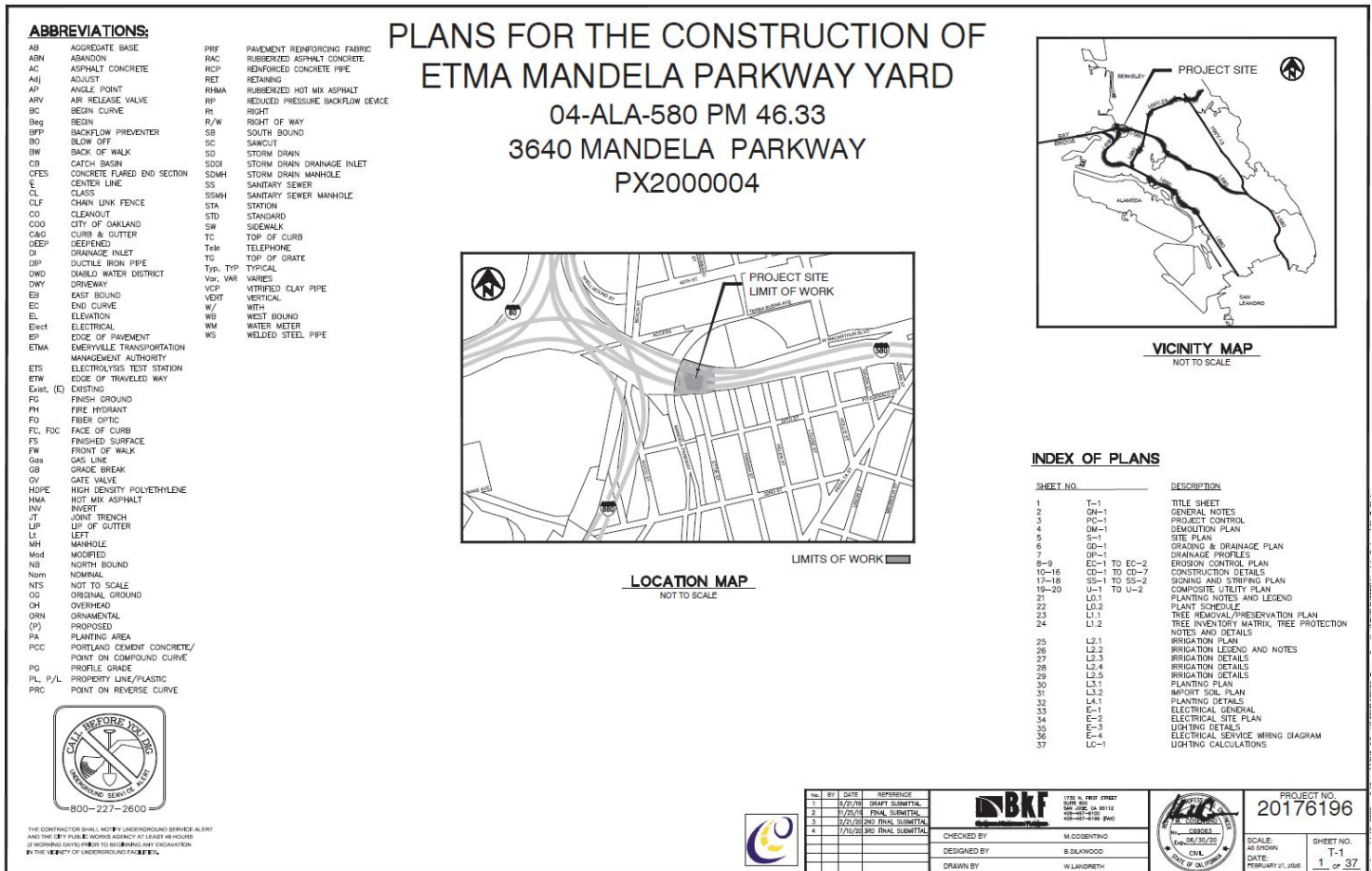
*The meeting adjourned at 9:38 AM.*





# Mandela Bus Yard Construction Progress

Bus Yard Committee Meeting May 11<sup>th</sup>, 2021 9:00AM



Prepared by Zoon Engineering



**Construction Status Summary** - Construction began December 14<sup>th</sup> and is scheduled for completion on July 13, 2021. OC Jones has completed final grading work and the site is being paved on May 10<sup>th</sup> and May 11<sup>th</sup>. ADA pathway has been completed (truncated domes forthcoming) and landscape planting is mostly completed. Work remaining includes paving, site fencing, striping, bollards, landscape irrigation, and punch list. All site work should be completed during the week of June 7<sup>th</sup>, 2021 per the schedule below.

Truncated dome procurement and installation will be a contract change order because they were not shown on the plans. Current schedule below.

Upcoming Work

O.C. Jones & Sons, Inc.

Project: Emeryville Transportation Management Association, Emeryville, CA

Owner: Emeryville Transportation Management Association

Project Schedule

Job #220520

5/6/2021		1	2	3	4	5	6
	RESP	3-May	10-May	17-May	24-May	31-May	7-Jun
<b>GENERAL</b>							
USA	OCJ						
POTHOLE	OCJ						
SWPPP	OCJ						
REMOVE TREES	OCJ						
TRAFFIC CONTROL PLAN	OCJ						
<b>CONSTRUCTION</b>							
FINISH AGGREGATE BASE	OCJ	X					
ELECTRICAL - ERECT POLES & INSTALL WIRE	BEAR	BEAR	BEAR	BEAR			
IRRIGATION AND PLANTING	MARINA	MARINA	MARINA				
PLACE HMA	OCJ		X				
INSTALL FENCE	GOLDEN BAY			GOLDEN	GOLDEN		
STRIPING & SIGNS	STRIPING GRAPHICS					STRIPING	
PUNCHLIST	OCJ						X

**Budget Summary** – CCO4 approved. CCO5 is an aggregate of previous change order risk amounts and is slightly under previous projections. CCO6 estimate for truncated dome procurement and placement. Other project fiscal risk would come as part of the May progress payment in terms of quantity overages – i.e., asphalt quantity increases over BKF estimates. April progress pay request includes increased concrete sidewalk quantity to cover 50% of ADA pathway.

COST			CONTRACT BALANCE		
Construction Cost	Amount	Line	Progress Payment (PP) Request	Pay Request	Line
OC Jones & Sons - Base Bid Contract	\$ 1,934,135.00	A	PP 1 - December 2020 Bill	\$ 262,913.89	
Change Order #1 - Debris Removal	\$ 21,298.89	B	PP 2 - January 2021 Bill	\$ 350,050.00	
Change Order #2 - Horizon Extra Work	\$ 4,285.60		PP 3 - February 2021 Bill	\$ 119,335.60	
Change Order #3 - Fire Plans/Extra Work	\$ 4,865.30		PP 4 - March 2021 Bill	\$ 334,370.30	
Change Order #4 - Fencing (all 10-foot + deletion)	\$ (33,725.00)		PP 5 - April 2021 Bill	\$ 291,437.48	
<b>OC Jones &amp; Sons - Revised Contract (Line A + Line B)</b>	<b>\$ 1,930,859.79</b>	C	PP 6 - May 2021 Bill		
			PP 7 - June 2021 Bill		
<b>RISK &amp; CONTINGENCY</b>		Line	<b>Subtotal Pay Requests</b>	<b>\$ 1,358,107.27</b>	<b>G</b>
<b>Future Change Order Estimates</b>	<b>Amount</b>		<b>Retention Withheld to date (5%)</b>	<b>\$ 67,905.36</b>	<b>H</b>
Change Order #5 - Aggregates Previous CCOs	\$ 28,248.55		<b>Total Payments (Line G - Line H)</b>	<b>\$ 1,426,012.63</b>	<b>I</b>
Change Order #6 - ADA Domes	\$ 10,000.00		<b>Total Contract (From Line C)</b>	<b>\$ 1,930,859.79</b>	<b>J</b>
<b>Subtotal Potential Change Order Costs</b>	<b>\$ 38,248.55</b>	D			
<b>Estimated ETMA Obligation (Line C + Line D)</b>	<b>\$ 1,969,108.34</b>	E			
<b>Project Budget</b>	<b>\$ 2,051,680.00</b>	F			
<b>Project Contingency (Line F - Line E)</b>	<b>\$ 82,571.66</b>				



## Construction Issues – Future CCOs

**CCO4 – Fence Changes** – Change all Chain-Link to 10-foot tall. Delete Ornamental Fence on Northern Property Line. Add small fence segments to tie-in West (Mandela Pkwy) and East fence lines. Draft CCO4 sent to OC Jones for signature last week. **\$33,725.00** Credit.

**CCO5 – Aggregate of Several Extra Work Items from March and April** – Several plan errors and unforeseen conditions required extra work in March and April. These were:

- Marina Landscape – remove unforeseen debris - \$411.23.
- OC Jones – Remove extensive buried concrete and 21 inch thick asphalt section in Bio-Retention Areas 1, 2, and 3 - \$7,
- OC Jones – Remove additional AC at Ettie Street Entrance. Plans called for curb and gutter grades substantially above existing asphalt and created a barrier to access. Extend Asphalt paving to provide access at Ettie Street Gate - \$3,759.25.
- Bear Electric – Plans called for electrical box in a wet location. Relocate electrical box at Bio-Retention area 3 - \$2,382.05.
- OC Jones – install traffic rated boxes in median turn-pocket. Plans called for relocation of valves in these boxes, however, boxes contained valve controller wires. City of Oakland directed these boxes be changed to traffic rated - \$4,663.98.
- OC Jones – project excavation quantity exceeded bid quantity by approximately 250 yards. Excess fill was deposited on site at Time and Materials which was cheaper than using unit prices – \$9,727.12.





**CCO6 – ADA Truncated Dome Procurement and Placement** – “Stick Down” domes will be purchased and installed along the new pathway at extra work – Time and Materials. This is estimated to cost \$10,000. **Extra Unit Cost for Concrete Sidewalk – ADA Pathway Construction** – OC Jones was directed to pour the ADA Pathway at unit pricing. The actual square footage in place was 942 Square Feet at \$9/SF bid price = \$8,478. Agreement with OC Jones was to split this cost and the April Progress Payment reflects an additional  $942/2 = 471$  SF of Bid Item 31 – Minor Concrete Sidewalk. Actual cost increase \$4,239. Asphalt quantity for paving this area will be less and will partially offset this cost.



## Construction Issues Resolved

1. Irrigation Contractor RFI (Conflict with ACFC box culvert) – Resolved and OC Jones provided with new elevations ahead of staking, so no delays or extra costs.
2. OC Jones missed the need for Oakland Fire Knox Boxes at gates for emergency access - \$4K cost to OC Jones, no cost to ETMA.
3. Minor relocation (1-foot south) of light pole location for parking lot lighting to avoid abandoned PG&E conduit.
4. \$9K savings for deletion of double backflow device at Fire Service meter on Ettie Street. Seek credit from OC Jones via deductive Change Order – credit in CCO3.
5. Relocated Irrigation Back Flow preventer and service line to conform with EBMUD approvals. No extra work costs.
6. Landscape (Irrigation) Contractor RFI last week (upsized backflow preventer) – No cost change.
7. Delete Northern Ornamental Fence – \$33,725 Project Credit.
8. ADA Pathway – split cost with OC Jones - \$4,329 savings.



**READY TO PAVE**





**READY TO PAVE**





**ALAMEDA FLOOD CONTROL BACK DOOR AND BIO-RETENTION AREA 2**





**BIO-RETENTION AREA 1**





**PLANTING ALONG NORTHERN PROPERTY LINE**

Mandela Site - Project Budget Status

Date: 5/11/21 (costs to date through March/April 2021)

Project Management Oversight	Project Budget	Total Authorized Budget	Cost to Date	Remaining Balance	% of Work Completed	% of Budget Expended
Gray Bowen Scott - Through PS&E Completion		\$ 133,000.00	\$ 134,196.86	\$ (1,196.86)	100%	101%
Gray Bowen Scott - Owners Rep During Construction		\$ 40,000.00	\$ 38,528.01	\$ 1,471.99	75%	96%
Gray Bowen Scott - Budget Augmentation Request (pending approval)		\$ 9,000.00	\$ -	\$ 9,000.00	0%	0%
Total Project Management Oversight	\$ 173,000.00	\$ 182,000.00	\$ 172,724.87	\$ 9,275.13		
	Balance	\$ (9,000.00)	\$ 9,275.13			

Project Engineering & Permitting	Project Budget	Total Authorized Budget	Cost to Date	Remaining Balance	% of Work Completed	% of Budget Expended
Feasibility Study - Mandela Turn Pocket		\$ 5,000.00	\$ 4,995.77	\$ 4.23	100%	100%
Conceptual Site Plan		\$ 48,771.00	\$ 46,036.35	\$ 2,734.65	100%	94%
Design & Environmental		\$ 270,752.00	\$ 270,746.01	\$ 5.99	100%	100%
Design Support During Construction		\$ 29,500.00	\$ 8,704.50	\$ 20,795.50	75%	30%
Permitting & Other Expenses (see breakdown below)		\$ 187,605.20	\$ 106,105.46	\$ 81,499.74	90%	100%
Total Project Engineering	\$ 400,000.00	\$ 541,628.20	\$ 436,588.09	\$ 105,040.11		
	Balance	\$ (141,628.20)	\$ 105,040.11			

Construction Oversight - Zoon Engineering	Project Budget	Total Authorized Budget	Costs to Date	Remaining Balance	% of Work Completed	% of Budget Expended
Construction Oversight & Inspections		\$ 264,380.00	\$ 185,545.00	\$ 78,835.00	75%	70%
Total Construction Oversight	\$ 190,000.00	\$ 264,380.00	\$ 185,545.00	\$ 78,835.00		
	Balance	\$ (74,380.00)	\$ 78,835.00			

Total Management & Engineering Costs	\$ 590,000.00	\$ 979,008.20
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Modular Office	Project Budget	Estimated Budget	Cost to Date
Mobile Office Unit, delivery & ADA Ramp (and taxes)		\$ 190,609.27	\$ 171,197.14
Total	\$ 175,000.00	\$ 190,609.27	\$ 171,197.14
	Balance	\$ (15,609.27)	\$ 19,412.13

Construction Cost	Project Budget	Authorized Bid Amount & CCOs	Pending CCO's	Cost to Date
OC Jones & Sons - Base Bid Amount		\$ 1,934,135.00	\$ -	\$ 1,333,142.93
Change Order #1 - Debris Removal		\$ 21,298.00	\$ -	\$ 21,289.89
Change Order #2 -Horizon Extra Work - footing removal @		\$ 4,285.60	\$ -	\$ 4,285.60
Change Order #3 - Fire Service Plans & Fees		\$ 4,865.30	\$ -	\$ 4,865.30
Change Order #4 - All 10 foot chain link fence (estimate)		\$ (33,725.00)	\$ -	\$ (33,725.00)
Change Order #5 - Aggregates Previous CCO's		\$ -	\$ 28,248.55	\$ 28,248.55
Change Order #6 - ADA Domes (estimate)		\$ -	\$ 10,000.00	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Retention Held to Date (5%)		\$ -	\$ -	\$ (67,905.36)
TOTAL	\$ 2,051,680.00	\$ 1,930,858.90	\$ 38,248.55	\$ 1,290,201.91
	Balance	\$ 120,821.10	\$ 82,572.55	\$ 640,656.99

Contingency Balance (see below)	\$ 600,000.00	\$ 441,955.08
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	Project Budget	Authorized Budget	Costs to Date	Remaining Balance
TOTAL PROJECT BUDGET/COST	\$ 3,589,680.00	\$ 3,551,431.45	\$ 2,256,257.01	\$ 1,295,174.44

Contingency Summary	
Original Project Contingency	\$ 600,000.00
Remaining Budget - Construction oversight	\$ (83,380.00)
Remaining Budget - Construction	\$ 120,821.10
Permitting & Other Expenses	\$ (141,628.20)
Office Trailer	\$ (15,609.27)
Pending Contract Change Orders	\$ (38,248.55)
Contingency Balance	\$ 441,955.08

Permitting Fees & Other Site Expenses	Total Estimated Costs	Actual Costs To Date	Remaining Balance
Video Security System	\$ 75,000.00	\$ -	
Cable/WiFi	\$ 500.00	\$ -	
Office Furniture	\$ 5,000.00	\$ -	
Water Meter/EBMUD	\$ 58,448.00	\$ 58,448.00	
PGE Application Fee	\$ 5,515.58	\$ 5,515.58	
Fire Service	\$ 2,500.00	\$ 1,609.74	
Sewer Fee	\$ 1,277.19	\$ 1,277.19	
Other misc expenses (plan printing,etc.)	\$ 1,500.00	\$ 1,390.52	
Permit Fees (Caltrans, Oakland Planning, Building Permit, Encroachment Permit).			
Caltrans Encroachment Permits & Permit Extensions	\$ 1,148.00	\$ 1,148.00	
Oakland Planning Permit	\$ 8,510.52	\$ 8,510.52	\$ -
Oakland px Permit	\$ 28,205.91	\$ 28,205.91	
Subtotal - Other Site Expenses	\$ 187,605.20	\$ 106,105.46	\$ -





# CENTRALIZED VISION PRESENTS

Service Proposal  
April 2021



Emeryville CA



# GREETINGS FROM CENTRALIZED VISION!

Established in 2007, Centralized Vision has been a pioneer of the live, remote monitoring industry. From our National Operations Center (NOC) in Phoenix, AZ we designed a way to take a pro-active approach to safety and security by leveraging technology to drive efficiencies while also providing a more cost-effective alternative. Live, remote safety and security monitoring is quickly becoming the standard in the industry and as technology continues to evolve so to does the efficiencies it drives.

With the addition of services like Virtual Greeter and Virtual Engineer we have evolved into a true Remote Managed Services (RMS) company that continues to look for creative ways in which to leverage technology to give companies alternatives to adding or repurposing staff for anything other than to drive business forward.



# THE CENTRALIZED VISION DIFFERENCE

At Centralized Vision we are a true PRO-ACTIVE, live remote monitoring company. Unlike many of our competitors, we do not just rely on technology to tell us when to act, we combine the strength of that technology with the situational awareness of a human to create a combined solution that is designed to stop incidents before they occur.

## THE CENTRALIZED VISION TEAM

### Co-Founders



**Tom Vigilante Jr.**  
President



**Tami Vigilante**  
Executive Vice President

### Core Members



**Rich Flanagan**  
Executive Vice President-  
Sales & Marketing



**Thomas Roswell**  
Systems Integration  
Manager



**John McEnerney**  
Security Consultant  
& Strategic Accounts





## COMPANY PRINCIPLES

**AFFORDABILITY-** By leveraging technology to provide oversight from one-single source we are able create efficiencies that bleed the bottom line. Protecting your asset should not break the bank and with Centralized Visions Remote Managed Services we can provide options that fit almost any budget.

**ADAPTABILITY-** As a true monitoring company we will adopt almost any technology that is on the market today, which provides potential savings from adding or replacing already existing equipment. Our specialists are then trained utilizing the native manufacturers VMS rather than utilizing a standard VMS to ensure there is no loss of any of your systems features and functionality.

**CUSTOMIZATION-** We will work closely with your organization during discovery to learn all we can about your property and its environment in order to provide the oversight you sought out. We will build a comprehensive scope of work that will act as a play book for our team of Safety and Security Specialists to work and train from. As a properties needs change so too will the scope of work so we are always working to solve your most pressing challenges.

**CUSTOMER SATISFACTION-** Our customers success is our top priority. We invest a tremendous amount of time, resource and energy into making sure we understand the needs of our customers and then share and train on those expectations in order to drive our success.



# VIRTUAL GUARD

## THE SERVICE

Our Virtual Guard service was designed to take a pro-active approach to safety and security by leveraging technology and combining it with the cognitive thinking of a human. This service includes:

- Live Surveillance Monitoring- This includes two (2) Ten Minute hourly inspections to be performed randomly or based on an agreed upon schedule.
- Live Alert Visual Verification- CV specialists are trained to be constantly aware of any and all alerts your system is providing and to qualify and react to those alerts in accordance to the scope of work. Alert monitoring coupled with hourly inspections provides an unmatched level of service
- Audio Communication- CV Specialist will leverage the systems audio capabilities to challenge persons seen on property.
- Burglar alarm visual verification- In the event of an alarm, the burglar monitoring co. will call CV. CV will take over and actively utilize the surveillance cameras to determine if the alarm is true or false and proceed accordingly.

## SURVEILLANCE SPECIALISTS

Through a discovery period, CV will create a detailed scope of work which will then be used to train our surveillance specialists and will act as a playbook in which to watch over your property. These scopes of work are fluid in nature and will change over time as we continue to learn the nuances of the environment. These changes will be communicated and agreed upon before they are put into practice.

With our service our specialists are trained to:

- Deter loitering and/or trespassing
- Challenge any suspicious/illegal activity
- Enforce Property Rules
- Ensure doors and entry ways are secure
- Question environmental abnormalities such as pooling water or smoke
- Enforce parking rules
- Assist with vendor management
- Perform lighting inspections to ensure optimum camera exposure



Our team will work closely with you to ensure that any areas of concern that are unique to your property are noted and communicated to our team.

Service also includes:

- Unlimited video investigations which includes any and all needed cooperation between management and/or local and federal authorities
- Security dispatch services (separate fees will apply)
- Immediate notification of connection or hardware failure.



# INVESTMENT



## Virtual Guard Options and Overview

Option 1: 9p-6a Monday- Sunday

Option 2: 9p-6a Mon-Fri; 8p-8a Sat and Sun

Option 3: 9p-6a Mon-Fri; 24 hrs Sat and Sun

Security Patrol Dispatch: When PD is not necessary, CV will dispatch our preferred security patrol provider Legion Security to address a concern. Cost YTBD

### MONTHLY PRICE

**Option 1: \$682**

**Option 2: \$747**

**Option 3: \$995**

## IT Support/Start up Fees

\$110.00, per hour

We will require an estimated 4 hours of IT Support, to be paid by the customer, to align and connect all systems to the Centralized Vision monitoring center

Data Line: (not included) a data line will need to be supplied to conduct live monitoring. This can be supplied through a VPN, COX, Century Link, AT&T, etc.

### One Time Fee

**\$440**







This Monitoring Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between TTDT Enterprises, Inc., an Arizona corporation (dba Centralized Vision) (hereinafter "Company") and \_\_\_\_\_ (hereinafter "Subscriber"). Subscriber's Address for notices under this Agreement: \_\_\_\_\_

1. **INSTALLATION.** Subscriber shall be solely responsible for the installation and maintenance of installed equipment. Company shall monitor Subscriber's system(s) (the "System") as follows: Monitoring shall consist of remote observation of all of Subscriber's System and in accordance to a detailed scope of work ("Schedule of Protection") without liability other than as stated herein, during the term of this Agreement, in Subscriber's premises at: \_\_\_\_\_
- Subscriber's Contact: \_\_\_\_\_ Contact Tel: \_\_\_\_\_

THIS AGREEMENT SHALL NOT BE BINDING UNLESS SIGNED BY AN AUTHORIZED MANAGER OF COMPANY.

2. **SCHEDULE OF PROTECTION**

_____ Monitoring	_____
_____ Contact 911 For Criminal Activity	_____
_____ Contact Security For Non-Criminal Activity	_____
_____ Preparation of Written Reports of Activity	_____

3. **INFRASTRUCTURE OWNERSHIP.** All infrastructure, including all Company devices, instruments, apparatus as well as all connections, wire, conduits and other materials (including equipment installed by Subscriber but excluding the System, "Company Equipment") shall at ALL TIMES REMAIN SOLELY AND EXCLUSIVELY THE PROPERTY OF COMPANY. Subscriber shall not permit any modification or the attachment thereto of any apparatus not furnished by Company or connected by Company.
4. **PERMITS AND CREDIT INFORMATION.** Subscriber shall be solely liable for obtaining and paying the costs of any user's permit or fees for this location as required by local ordinance. Subscriber authorizes Company to verify information provided by Subscriber, obtain credit reports from time to time, and report payment performance to credit reporting agencies. Subscriber understands that this Agreement is subject to Company approval which may be based upon this information.
5. **TERM.** This Agreement shall be for an initial term of 3 years, commencing on the date of completion of installation. Upon the expiration of the initial term of this Agreement it shall renew automatically for successive one-year periods unless either party gives to the other party at least thirty (30) days prior written notice of its intention not to renew the Agreement at the end of the then current term. Subscriber hereby agrees that after the expiration of one (1) year from the effective date of this Agreement, Company may at any time or times; increase any of the monthly service charges upon giving Subscriber notice in writing. Should Subscriber be unwilling to pay any increased monthly charge, Subscriber shall notify Company in writing within thirty (30) days of the increase, and Company shall then have the right to terminate this Agreement or waive the increase without termination. Failure to notify Company within thirty (30) days shall constitute Subscriber's consent to the increase and all other terms and conditions shall remain in full force and effect. Notwithstanding anything herein to the contrary, in the event that during the initial term of this Agreement for services rendered there is a transfer of the property to which services are to be rendered hereunder, to a third party or management company, Subscriber agrees to pay all monthly service charges for the remainder of the term period, the entire balance of which shall be due and owing within thirty (30) days of said transfer.
6. **CHARGES.** (a) Service charges are payable monthly, in advance, throughout the term of this Agreement.

**Monthly Service Charges Summary**

Monthly Monitoring Service	\$ _____
Dispatch (per occurrence)	\$ _____
IT Support (start up fees)	\$ _____
Monthly Total	\$ _____

- (b) SUBSCRIBER agrees to pay all invoices rendered by Company within fifteen (15) days of the date thereof and further agrees to pay interest at the rate of one and one-half (1½%) percent per month on all unpaid balances due Company. SUBSCRIBER further agrees to pay: all false alarm assessments, all local, State, or Federal taxes, fees, charges or assessments, now in force or hereinafter imposed applying to this monitoring service; any increase in charges made to Company by the provider for leased lines used in providing the monitoring services; and the cost of any changes to the system required or made necessary by the telephone company or act of any body, agency or bureau having jurisdiction. Subscriber agrees to pay Company should it be necessary to reprogram the system due to area code, telephone numbering or other dialing or similar changes.
- (c) In the event Subscriber disputes any invoice amount or is not satisfied with Company's performance of services during the invoiced period, Client shall notify Company in writing by certified mail within seven (7) days of the invoice date of the dispute and provide any information and documentation supporting same that is in Subscriber's possession, or such issue shall be waived for all purposes.
7. **ELECTRONIC MEDIA.** You agree that we may convert this Agreement into an electronic media form. You also agree that, in the event of any dispute or litigation, a copy of this Agreement produced from such electronic media shall serve as the exclusive original.
8. **ADDITIONAL MONITORING SERVICES.** Company's responsibilities shall be limited to (i) Transmitting notice of a detection event to the appropriate emergency authorities after receipt in its Operating Station of emergency signals from Subscriber's premises; (ii) Notify Subscriber or his representative by telephone of any condition wherein service cannot be restored; (iii) Notify the Carrier of any outage or fault in the signal lines connecting Subscriber's premises with Company's Operating Station. If service cannot be restored by Company for any reason whatsoever, Company's obligation to furnish such service will be considered as temporarily suspended as of the time of notification to Subscriber or his representative. In the event that Company is unable to contact Subscriber, it will take whatever action it shall deem in its sole discretion to be appropriate, the cost of any such action to be borne by Subscriber.

The Additional Terms and Conditions contained on the reverse side of this Agreement are incorporated herein and made a part hereof.

**Centralized Vision**

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

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Tom Vigilante

**SUBSCRIBER NAME:** \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

9. **COMPANY'S RESPONSIBILITY.** (a) To provide all necessary equipment and power required by Company; (b) Not to alter, remove or tamper with the installed system nor to permit the same to be done and to safeguard the system against loss or damage. (c) To furnish to Company in writing and when necessary: (i) A list of names, titles and residence telephone numbers of all persons authorized to enter the premises of Subscriber during closed periods as well as those persons who may be notified by Company upon receipt of a detection signal; and (ii) A schedule of authorized daily and holiday opening and closing times, if required under the service being provided; and (d) To refrain from creating or causing or unnecessary service calls and to pay any fees or fines charged by the police, fire departments or government agencies to the Subscriber or to Company on account of services provided hereunder.
10. **SUBSCRIBER'S ACKNOWLEDGMENTS AND AUTHORIZATIONS.**
- A. Subscriber acknowledges that:
- i. Company representative has explained the full range of services available to Subscriber;
  - ii. Additional equipment, services and insurance coverage over that described above is available and may be obtained at an additional cost;
  - iii. Subscriber has contracted only for the services and equipment described in this Agreement;
  - iv. Company has not attempted to induce Subscriber to abrogate any existing, valid contractual agreement with any other monitoring service provider;
  - v. Signals may not be transmitted if the telephone line or other mode of transmission is inoperable or interfered with;
  - vi. A detection may not be transmitted if electricity is cut and a backup battery, if any, is low or dead; and
  - vii. Company assumes no liability for interruption of service due to strikes, riots, flood, fire or act of God or any other cause beyond the control of Company including interruption of Carrier and leased line services and shall not be required to supply service while such interruptions continue.
- B. Subscriber hereby authorizes, directs and empowers Company, its agents or assigns:
- i. To install and service the System and Company Equipment in so doing to make inspections, tests and repairs as required (and an additional charge may apply);
  - ii. Upon cancellation of this service, or in the event Subscriber fails to make the payment agreed to in this agreement, at its option, enter Subscriber's premises to remove or disable any equipment owned by Company or suspend or discontinue all services, including, but not limited to monitoring services, and/or render the dialer inoperable on Subscriber owned Systems, without liability to Company, its agents or employees for any damages to Subscriber's premises or property caused during the original installation of the system or caused by its removal. A reasonable service fee will be charged for the removal or disabling of the system either on site or by remote computer access. Should any property of Company not be returned within 30 days of this Agreement's cancellation, regardless of cause, Subscriber to make full payment for retail value set forth for missing or non-returned Company Equipment. The removal of the Company Equipment under such conditions shall not be held to constitute a waiver of the rights of Company to collect any charges which may have, or would have accrued under this Agreement nor shall Company be obligated to repair or redecorate any portion of the protected premises. Subscriber authorizes Company to record all telephone calls with the Central Station.
11. **MODIFICATION.** In order to be effective, any modification of this Agreement must be in writing and signed by an authorized Manager of Company and by the Subscriber or its authorized representative. In the event of modification, all original terms of this Agreement shall remain in full force and effect, unless otherwise specifically set forth in the written modification.
12. **COMPANY'S RESPONSIBILITY.** Company agrees, without warranty, to make reasonable efforts upon receipt of a signal which in the reasonable judgment of Company is a monitored detection signal, to attempt to transmit that information promptly to the appropriate emergency authorities and to attempt to notify the Subscriber or his designated representative by telephone. Subscriber acknowledges that some governmental agencies place conditions or restrictions on their dispatch of emergency service providers based upon factors including false alarm violation status and registration status. Company does not guarantee that emergency response providers will be dispatched should a detection signal be received.
13. **SUSPENSION OR CANCELLATION; FORCE MAJEURE.** This Agreement may be suspended or canceled without notice and without liability or penalty, at the option of Company, in the event Company's Operating Station, connecting wires or other Company Equipment are destroyed by fire or other casualty, or so substantially damaged that it becomes impractical to continue service or in the event that Company is unable to retain or service the connections or privileges necessary for the transmission of signals between Subscriber's premises and Company's Operating Station. In addition, Company shall not be held liable for any loss, damage, delay or for non-performance due to causes not reasonably within its control, including but not limited to acts of civil or military authority (e.g., courts or administrative agencies), acts of God, war, riot or insurrection, terrorism, inability to obtain any required permits or licenses, sabotage, material shortages, interruption of telephone or data services, fires, hurricanes, floods, strikes, lockouts or any other labor disputes or difficulties.
14. **DEFAULT.** The parties acknowledge that, in consideration of the Subscriber's promise to make the payments as agreed hereunder throughout the term and renewal terms and to otherwise fulfill the Subscriber's obligations as stated herein, Company is preparing for and undertaking the full performance of its obligations hereunder for the entire term. It is agreed that in the event that the Subscriber defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, Company may terminate this Agreement and the balance of all monies due hereunder for the unexpired initial term of this Agreement (or the renewal term, as the case may be) shall become immediately due and payable as agreed upon liquidated damages, and not as a penalty. Subscriber acknowledges that the amounts described above bear a reasonable relationship to and are not plainly or grossly disproportionate to the probable loss to be incurred by Company upon Subscriber's default. In addition to the liquidated damages, Subscriber shall remain responsible for all past due charges hereunder and further agrees to pay Company its attorney's fees and costs incurred in the collection of monies due hereunder as well as any other sums to which Company may be entitled to under law by virtue of said default. In addition to the foregoing, in the event that the Subscriber fails to make any payment to Company when due, or is otherwise in default hereunder, Company may, in its sole discretion, immediately cease all services provided under this Agreement including but not limited to monitoring and notification services without notice to and without liability of any kind to the Subscriber.
15. **ASSIGNMENT.** Subscriber may not assign its rights or delegate its responsibilities under this Agreement without the prior written consent of Company. Company may, without the consent of Subscriber, assign its rights and delegate its obligations under this Agreement.
16. **ENTIRE UNDERSTANDING.** This Agreement constitutes the final and entire agreement between the parties and may not be modified or amended except in writing signed by both parties. Subscriber acknowledges that Subscriber has read and understands this Agreement; that it has received an executed copy of this Agreement and that there are no verbal representations or understandings on which Subscriber is relying or which change or modify any of the terms of this Agreement. The undersigned, if signing on behalf of a corporation or other entity, is fully authorized to sign on behalf of such entity. Should there arise any conflict between this Agreement and Subscriber's purchase order or any other document, this Agreement will govern, whether such purchase order or document is prior to or subsequent to this Agreement. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The terms set forth in Sections 6(b), 9, 12, 14, 17, 18 and 19 shall survive the termination and cancellation of the contract.
17. **ATTORNEYS FEES, GOVERNING LAW, JURISDICTION, VENUE, JURY TRIAL.** Except as otherwise provided in this Agreement, in connection with any litigation, including appellate and bankruptcy proceedings, arising out of or related to this Agreement, Company, should it prevail, shall be entitled to recover, in addition to all other amounts, its reasonable attorneys' fees and costs incurred in connection with such litigation. The parties agree that the State Courts of Arizona shall have exclusive jurisdiction and, unless waived in writing by Company, venue shall lie exclusively in Maricopa County, Arizona, in connection with any litigation arising out of or related to this Agreement or the services rendered by Company hereunder. This Agreement shall be construed in accordance with the internal laws of the State of Arizona without regard to its conflict of laws principles. THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER SUCH ACTION IS IN CONTRACT, TORT OR OTHERWISE.
18. **LIMITATION OF LIABILITY; DISCLAIMER; INDEMNIFICATION.** Subscriber acknowledges and agrees that Company is not an insurer and that insurance, if any, covering personal injury and property loss or damage on or to the Subscriber's premises shall be obtained by the Subscriber at its sole cost; that Company is being paid for the installation, service and/or monitoring of a system designed to reduce certain risks of loss and that the amounts being charged by Company are not related to the value of the property belonging to the Subscriber or others located on the Subscriber's premises and are not sufficient to guarantee that no loss will occur. Charges set forth herein are based solely upon the value of the services herein described and it is not the intention of the parties that Company assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under this contract or for any loss or damage sustained through burglary, theft, robbery, fire, water or other cause or any liability on the part of Company by virtue of this agreement or because of the relation hereby established. Company is not assuming responsibility for any losses or damages to property or for personal injury or death, whether directly or indirectly, which may occur, even if due to Company's negligent performance or failure to perform any obligations under this Agreement. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICES SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, OR OTHERWISE PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. Subscriber acknowledges and agrees that it would be both unreasonable and unfair to expect Company to assume the responsibilities arising under a burglary insurance policy in exchange for the payment of the Monthly Service Charges hereunder. In the event of any loss to property or injury to any person, Subscriber agrees to look exclusively to its insurer to recover for said loss and acknowledges that the availability of insurance to Subscriber is satisfactory protection to Subscriber for the above-described risks. Subscriber on its behalf and behalf of its insurers waives all subrogation and other rights of recovery against Company that any insurer or other person may have as a result of paying a claim or loss. If, notwithstanding the above provision, there should be or arise any liability on the part of Company, whether due to the negligence of Company or its employees or agents or otherwise, such liability shall be limited to a sum in an amount equal to the service charge hereunder for a period of service not to exceed six months or two hundred fifty (\$250.00) dollars, whichever is greater. This sum shall be the complete and exclusive limitation for any damages. Under no circumstance shall Company be liable to Subscriber or any other person for general, special, incidental, or consequential damages of any nature in excess of such amount, including without limitation, damages for personal injury or damages to real or personal property, loss of property or revenue, cost of capital, cost of purchased or replaced goods, other economic loss however occasioned, and whether alleged as caused by the installation, supply, repair, design, sale, lease, or failure of the equipment or service or the performance or nonperformance of obligations under this Agreement, or breach of warranty or negligence, gross, active, passive, joint, several or otherwise, strict liability, tort, or otherwise by Company, its officers, employees, agents, subcontractors, suppliers, affiliates, or representatives. In the event that a lawsuit or other claim is filed or made by a third party against Company arising out of the operation of the system or the performance of Company's services hereunder, Subscriber agrees to indemnify and hold Company harmless from any such claims, damages, expenses, costs and attorneys fees incurred. This indemnification shall apply even if claims arise from Company's negligence, breach of contract, strict liability or non-compliance with law or regulation but not with respect to Company's sole, gross negligence or willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
19. **BLUE PENCIL.** In the event any term or condition set forth herein is found to be unenforceable for any reason whatsoever, the remainder of the agreement and each term shall continue in full force and effect. If the duration of, the scope of or any business activity covered by any provision of this Agreement is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. Subscriber hereby acknowledges that this Agreement shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

# Emeryville Transportation Management Association

## Policy Manual

### Draft – May 14, 2021

## Introduction

This Policy Manual provides guidelines and instructions to support the on-going operations of the Emeryville Transportation Management Association (TMA). It is meant to supplement and elaborate on, rather than replace, information in the governing documents of the Association: *Amended and Restated Bylaws of the Emeryville Transportation Management Association; Shuttle Bus Funding Agreement with the City of Emeryville; and the City of Emeryville City-Wide Property and Business Improvement District Management Plan*. Changes and amendments to this manual will be made by resolution of the Board of Directors.

## 1. Financial Policies

### A. Check signing authorities and documentation

As defined in the Bylaws, three individuals are authorized to sign checks and order of payment authorization forms, on behalf of the Association: Chair, Treasurer and Executive Director of the Association. Currently the Vice Chair is also included as a signatory on the TMA's bank accounts. A sample of the order of payment authorization form is attached as Exhibit A.

Checks, order of payment authorizations and other financial instruments in an amount greater than ten thousand dollars (\$10,000) must be signed by two authorized individuals. The Executive Director shall sign checks and financial instruments less than ten thousand dollars (\$10,000) (Bylaws Article X Section 2).

Prior to check signing, proper documentation must be submitted. Documentation includes: invoices, receipts, proof of delivery and/or a Professional Services Contract.

In cases of regular repeat payments that are within the annual budget and below the ten thousand dollar threshold, the Executive Director may set up an automatic payment schedule. Payments may also be processed electronically, via online bill-pay, automated clearing house (ACH) and/or automatic payment schedule. However, this does not preclude the requirement for adequate documentation.

A disbursement listing stating the amount, payee, date, and description of goods or services will be provided at each meeting of the Board of Directors showing all disbursements in the period since the prior meeting.

### B. Financial reserves

Currently the TMA has adopted the following policies regarding reserves:

- Operating Reserve – Minimum -15% of annual operating expenses (adopted April 20, 2017)
- Non-PBID Activities – the TMA maintains a balance of funds from activities prior to formation of the PBID. At 12/31/2016 this amount was \$138,509.

The Board of Directors will authorize the expenditure of reserves as part of the annual budget setting process. The Board Directors must approve use of reserves outside the authorized amount. These financial reserves may be used to fund unanticipated expenses during the year, however, must be replenished as part of the following year's budget. Use of the Non PBID Activities reserve requires approval of the Board of Directors.

From time to time the TMA Board may wish to designate new or change existing reserve funds. Changes to reserve requirements shall be made by a resolution of the Board of Directors

### **C. Payment Validation & Wire Payment Authorization**

Any change in payee information must be validated. The requestor must complete the Payee Validation Form, included as Attachment 1. The form must be signed by an authorized representative of the vendor (including contractors and consultants). When a Payee Validation Form is received, management staff must then call the business to validate the request with the contract representative. Contact information for the vendor representatives should be verified on the vendor's website, before calling.

Requests for a change in payment method to Wire or ACH Transfers must be issued using the Electronic Funds Transfer (EFT) form, included as Attachment 2. Due to the possibility of wire fraud, the following procedures are required when wiring to an entity for the first time.

- Once the EFT form is received the management team must call a representative of the vendor to verbally confirm the request is valid and to confirm the phone number for the Wire Initiator to contact to validate the wire instructions. Contact information for the vendor representatives should be verified on the vendor's website, before calling. If the representative is not listed on the vendor website, the management team may call a phone number listed on the vendor's website to verify the person issuing the EFT request is authorized to make such a request. Verification calls should never be made to the phone numbers provided in an email. Once the request has been verbally validated by an authorized representative, the EFT Form is signed by the Executive Director and is sent to the Wire Initiator via email.
- When the Wire Initiator receives the EFT form, he/she must call the Executive Director to verify the request is valid and verify the contact phone # for wire instruction verification.
- Once the request is verified by the Executive Director, the Wire Initiator must call the contact phone number and confirm the wire instructions by asking

the vendor representative to provide the wire details while the Wire Initiator compares it to the information provided on the EFT Form.

- On the EFT Form the Wire Initiator will document who he/she has spoken to, date of confirmation and add their signature (electronic signature is okay).
- Once the wire instructions are confirmed the Wire Initiator can set up the wire to the vendor.

#### **D. Fixed asset capitalization and disposal**

Equipment, furniture and fixtures with a purchase price of at least \$2,500 and a usable life of over one year will be capitalized and added to the list of fixed assets.

The Board of Directors will approve the disposal of any fixed asset prior to its removal. A list of surplus property will be presented to the Board with a recommended disposal method. Disposal methods include, sale, trade-in, donation, and scrap.

#### **E. Director expense reimbursement**

As specified in the Bylaws (Article V Section 6) Directors serve without compensation. However, Board members may receive reimbursement of reasonable expenses in the performance of their duties. Consequently, it shall be the policy of this Board to reimburse Directors for expenses to attend out-of-town meetings and conferences. Expenses will be reimbursed on an actual cost basis documented by receipts. Mileage will be reimbursed at the IRS defined rate. Any travel outside of the Bay Area must be pre-approved by the Board of Directors, or in the event that time is of the essence, must be pre-approved by the Chairman of the Board of Directors.

#### **F. Investment policy**

The Executive Director shall be responsible for investing funds in excess of immediate needs in interest bearing accounts or certificates of deposit that are insured or collateralized as required by law. The Executive Director shall maintain receipts for all such deposits.

Annually the Executive Director will evaluate and present to the Board of Directors a recommended investment strategy for short term (6 months to one year) and long term (over 1 year) funds not needed for operations.

## **2. Procurement**

### **A. Procurement requirements**

- **Procurement Authorities**

Procurements below \$2,000 and “off the shelf” purchases do not require multiple quotes or a Purchasing Agreement. However, a Purchasing Agreement may be advised for non-standard items or those with a delayed delivery date.



Procurements between \$2,000 and \$10,000 require a Purchase Agreement or Professional Services Agreement.

Procurements over \$10,000, and purchases not in the budget, require Board of Director's approval.

- **Procurement Documentation**

Purchase Agreement – A Purchase Agreement is used for all goods and services with a value over \$2,000 unless the item is standard item purchased from a retail establishment.

Informal price comparison or quote solicitation is required for all purchases over \$2,000.

For all procurements over \$10,000 the TMA will evaluate whether a formal competitive process should be used. A formal process is strongly recommended for the following procurements: vehicles, operations contracts, maintenance contracts, Executive Director contract, and professional service contracts over \$25,000.

In some circumstances it is in the best interest of the TMA to "sole source" a purchase. Examples of circumstances where it might appropriate not to solicit competitive quotes are: replacement parts for a proprietary product; services such as legal or audit where the value of the knowledge of the incumbent outweighs any potential cost savings. In these instances a brief explanation of the reason for the sole source will serve as the procurement documentation.

## **B. Professional Service Contract requirements**

All Professional Service Contracts over \$10,000 shall come before the Board of Directors for approval.

Additionally, Professional Services Contracts which, when added to the total value of preceding contracts to the vendor, exceed \$10,000 shall also come before the Board of Directors for approval.

Professional service contracts between \$5,000 and \$10,000 may be signed by the Executive Director, but must come before the Board of Directors as an information item at a subsequent meeting.

To allow adequate time for bid/proposal solicitation, the Board of Directors shall be notified at least six months prior to the expiration of any contract for which the services are still required.

No Agreement can have a term that extends beyond December 31<sup>st</sup>, 2030 – the termination of the PBID.

The standard insurance requirement for professional service contracts is \$1,000,000. However, this amount can be adjusted at the discretion of the Executive Director based on the value of the contract and the type of service performed.

Operations and Maintenance contracts shall have a \$10,000,000 minimum liability and property damage insurance requirement.

In the event that a contract needs to be executed prior to the next scheduled Board of Directors meeting the Executive Director is authorized to sign the agreement with the understanding that the Board of Directors at the next meeting will ratify it. In these cases the Executive Director will inform the Board Chair of the situation.

### **3. Procedural/Administrative**

#### **A. Board meeting guidelines and documents (when to use resolutions)**

The Board of Directors will meet monthly as needed on the third Thursday of each month.

An annual calendar will be prepared outlining the significant actions that will be taken by the Board of Directors in the course of the upcoming year.

The TMA Board of Directors is subject to the Brown Act and consequently all meetings will be noticed at least 72 hours in advance, except special meetings which require 24 hours notification. Meeting notices will be posted as required under the act, and meeting activities will be performed in compliance with the Act.

The Board of Directors will adopt Resolutions to codify actions. Actions requiring resolutions are: adoption and amendment of policies, delegation of Board's authority to the Executive Director (e.g. to sign contracts), adoption of an annual budget, adoption of policies and procedures to conform to regulatory requirements. Resolutions are not required in the case of approval of agreements where an alternate executed document such as a Professional Services Agreement is available.

#### **B. Service change notification**

Notification of service changes shall be posted 2 weeks in advance, as follows:

- Emeryground.com – Under Service Announcements;
- Real-time tracking website and smartphone application – under Rider Alerts and Announcements; and
- In all shuttle vehicles.

All major service changes, including route modifications which will either add or remove shuttle stops, shall be ratified by the City of Emeryville.

#### **C. Executive Director contract review**

Annually, each September, the Executive Director contract will be evaluated by the Board of Directors and written notification of the results of the evaluation will be provided to Executive Director. The Board, at its discretion, may appoint a committee to meet with the contractor to discuss performance.

### **4. Compliance**

As a Non Profit Corporation the TMA is required to have policies that respond to IRS regulations (Conflict of Interest) and the Sarbanes-Oxley Act (Whistleblower

Protection, Document Destruction). Attached to this manual are individual policies for each of these required compliance areas.



# Emeryville Transportation Management Association

## Conflict of Interest Policy

### Approved May 20, 2010

## Article I

### Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## Article II

### Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## **Article III**

### **Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the

member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article IV**

### **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **Article V**

### **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **Article VI**

### **Annual Statements**

Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,

- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

## **Article VII**

### **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Article VIII**

### **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Emeryville Transportation Management Association  
Employee Protection (Whistleblower) Policy  
Approved May 20, 2010**

If any employee (or contractor employee) reasonably believes that some policy, practice, or activity of the TMA is in violation of law, a written complaint must be filed by that employee with the Executive Director or the Board Chair.

It is the intent of the TMA to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of the TMA and provides the TMA with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

The TMA will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of the TMA, or of another individual or entity with whom the TMA has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

The TMA will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of the TMA that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

**Emeryville Transportation Management Association**  
**Document Retention and Destruction Policy**  
**Approved May 20, 2010**

TMA shall retain records for the period of their immediate or current use, unless longer retention is necessary for historical reference or to comply with contractual or legal requirements. Records and documents outlined in this policy includes paper, electronic files (including e-mail) and voicemail records regardless of where the document is stored, including network servers, desktop or laptop computers and handheld computers and other wireless devices with text messaging capabilities.

In accordance with 18 U.S.C. Section 1519 and the Sarbanes Oxley Act, a Non Profit Corporation shall not knowingly destroy a document with the intent to obstruct or influence an "investigation or proper administration of any matter within the jurisdiction of any department agency of the United States . . . or in relation to or contemplation of such matter or case." If an official investigation is underway or even suspected, document purging must stop in order to avoid criminal obstruction.

In order to eliminate accidental or innocent destruction, TMA has the following document retention requirements:

Description of record(s)	Disposition	Comments
<b>I. Corporate/ organizational records:</b>		
Incorporation documents including articles of incorporation, bylaws, and related documents	Permanent	Federal law requires copies of these documents to be held at organization's headquarters office. These records must be made available for public inspection upon request.
Tax-exemption documents including application for tax exemption (IRS Form 1023), IRS determination letter, and any related documents	Permanent.	
Meeting/board documents including agendas, minutes and related documents	Permanent	Care should be taken to include only necessary information in these documents.
<b>II. Financial records:</b>		
Audit reports, Year end financial report/statement	Permanent	
Periodic financial reports	Three Years	
Bank statements, canceled checks, check registers, investment statements,	Seven Years	

invoices, purchase orders and related documents		
Annual information returns (IRS Forms 990)	Seven years	Federal law requires that the three most recent years returns be kept in the organization's headquarters office and be made available for public inspection upon request.
<b>III. Other records</b>		
Contracts, mortgages, notes and leases (expired)	Seven Years	Current contracts are kept permanently.
Insurance policies (expired)	Three Years	Current policies, accident reports and claims are kept permanently.

**From:** Roni Hatrup  
**To:** Geoffrey Sears (gssears@warehamdevelopment.com); Andrew Allen (merlin299@aol.com)  
**Subject:** GBS Budget Augmentation - Mandela Project Oversight  
**Date:** Monday, April 26, 2021 4:46:00 PM  
**Attachments:** image003.png  
 image004.png

Good afternoon Committee Members,

I've been monitoring our costs and efforts for the Mandela Site construction and it appears as though we will need a budget augmentation for continued oversight services through July. I expect our efforts will be much lower from April through July, but I do anticipate a monthly burn rate of \$3,000 (2-3 hours per week) for continued oversight efforts. This would be a total of \$9,000 for the remainder of the project. I've provided a breakdown of the proposed budget reallocation and amendment request, below. Please let me know if you have any questions or need additional information.

Task No.	Description	Total Authorized Budget	Spent to Date (as of 3/31/21)	Remaining Budget	Proposed Budget Reallocation	Amendment Request	Total Proposed Budget	Proposed Remaining Balance
1	Project Administration and ETMA Coordination	\$ 80,000	\$ 87,440	\$ (7,440)	\$ 7,440	\$ -	\$ 87,440	\$ -
2	Caltrans Coordination	\$ 18,000	\$ 15,438	\$ 2,562	\$ (2,562)	\$ -	\$ 15,438	\$ -
3	City of Oakland Coordination	\$ 31,000	\$ 30,403	\$ 597	\$ (597)	\$ -	\$ 30,403	\$ -
4	Environmental and Final Design Oversight	\$ 14,000	\$ 13,905	\$ 95	\$ (95)	\$ -	\$ 13,905	\$ -
5	Caltrans Encroachment Permit and Contract Advertisement Support	\$ 4,000	\$ 490	\$ 3,510	\$ (3,510)	\$ -	\$ 490	\$ -
6	Procurement of Resident Engineer	\$ 5,000	\$ 4,213	\$ 787	\$ (787)	\$ -	\$ 4,213	\$ -
7	Construction Oversight	\$ 12,000	\$ 17,426	\$ (5,426)	\$ 4,371	\$ 9,000	\$ 25,371	\$ 7,945
8	Office Trailer Acquisition & Permitting	\$ 8,000	\$ 2,670	\$ 5,330	\$ (4,000)	\$ -	\$ 4,000	\$ 1,330
EX	Expenses	\$ 1,000	\$ 739	\$ 261	\$ (261)	\$ -	\$ 739	\$ -
<b>Total</b>		<b>\$ 173,000</b>	<b>\$ 172,725</b>	<b>\$ 275</b>	<b>\$ (0)</b>	<b>\$ 9,000</b>	<b>\$ 182,000</b>	<b>\$ 9,275</b>

Thanks.

**Veronica 'Roni' Hatrup**  
**Emeryville Transportation Management Association**  
 Gray-Bowen-Scott  
 1211 Newell Ave., Suite 200  
 Walnut Creek, CA 94596  
 T: (925) 937-0980 ext. 212  
 C: (925) 899-4246  
[www.emerygoround.com](http://www.emerygoround.com)





# EMERY GO-ROUND ANNUAL RIDERSHIP SUMMARY

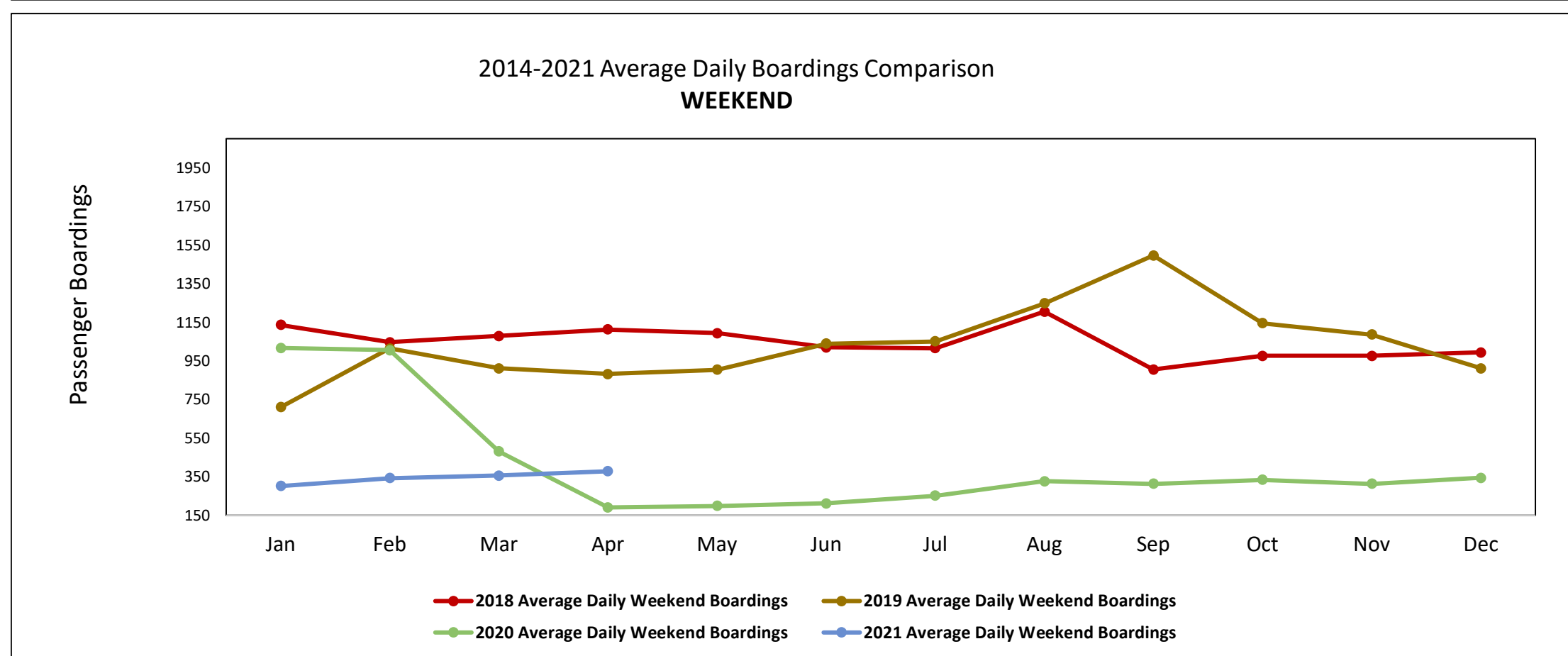
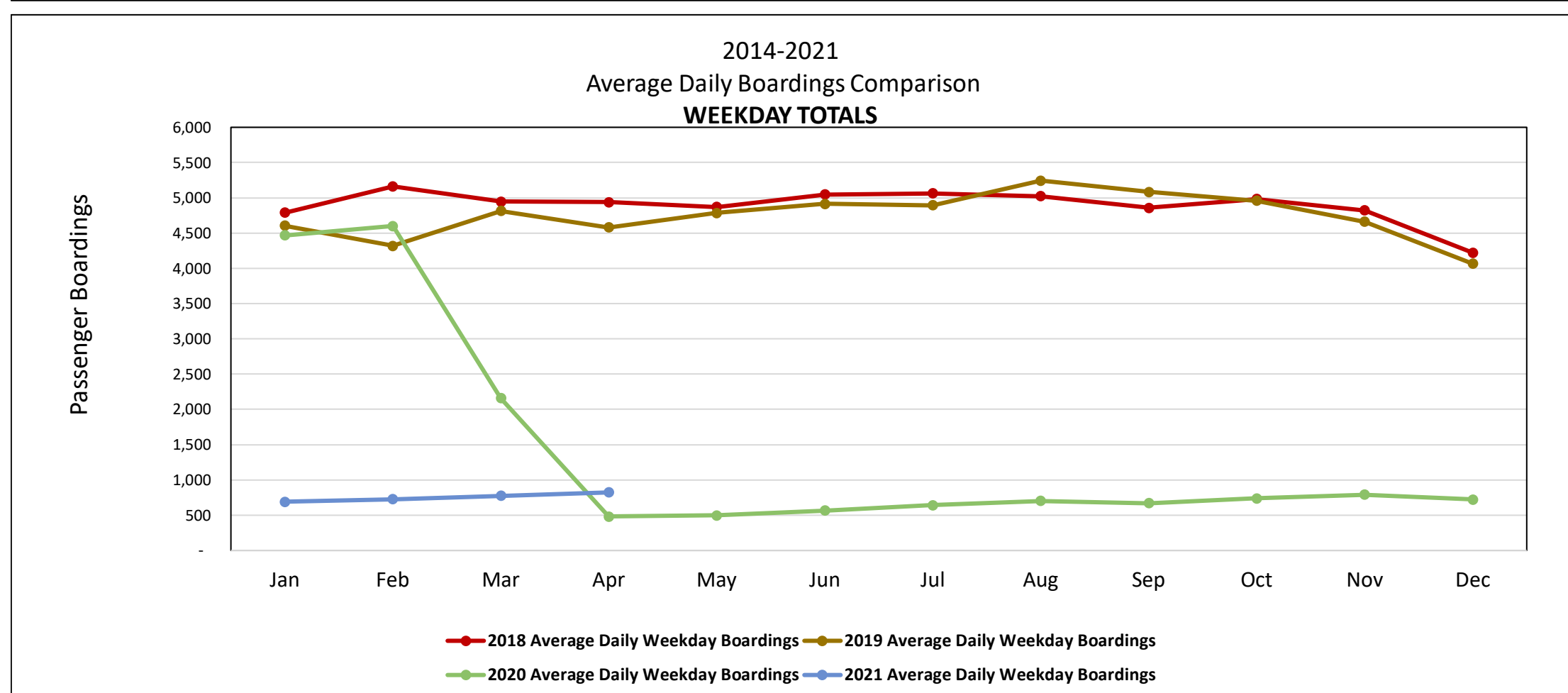
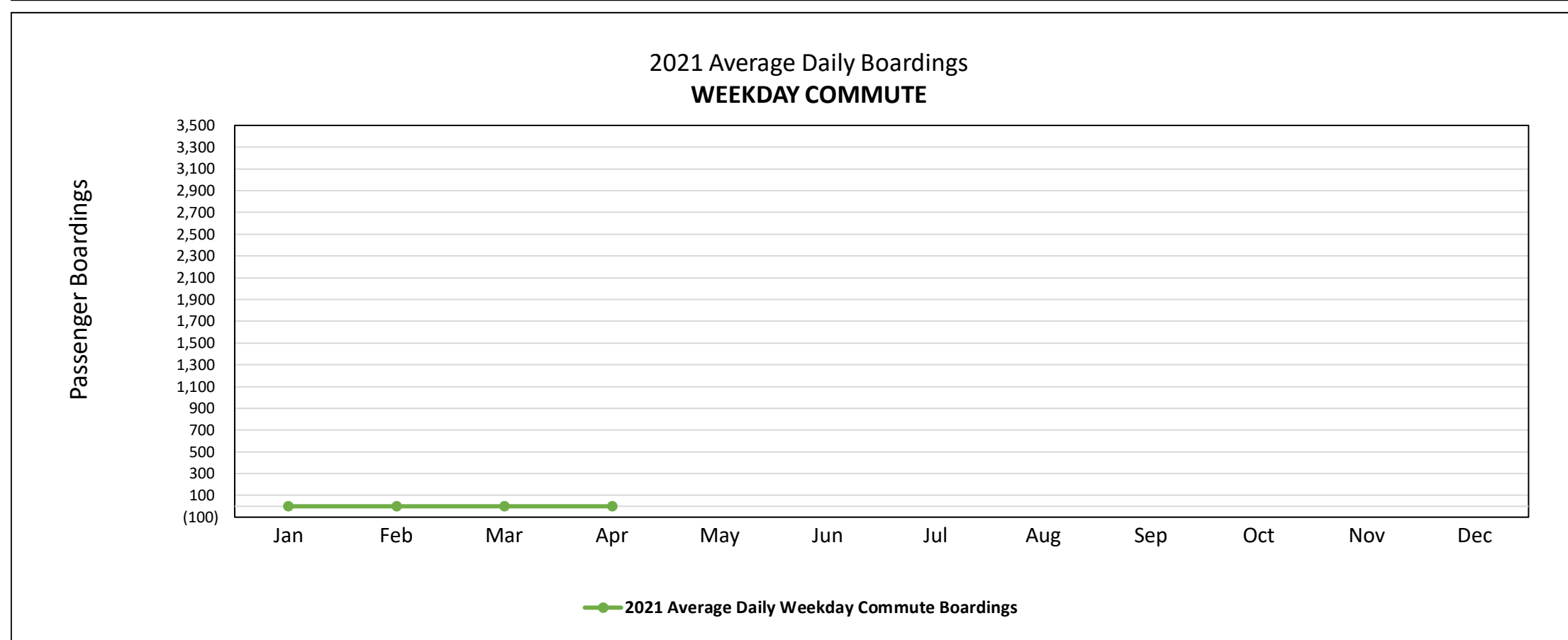
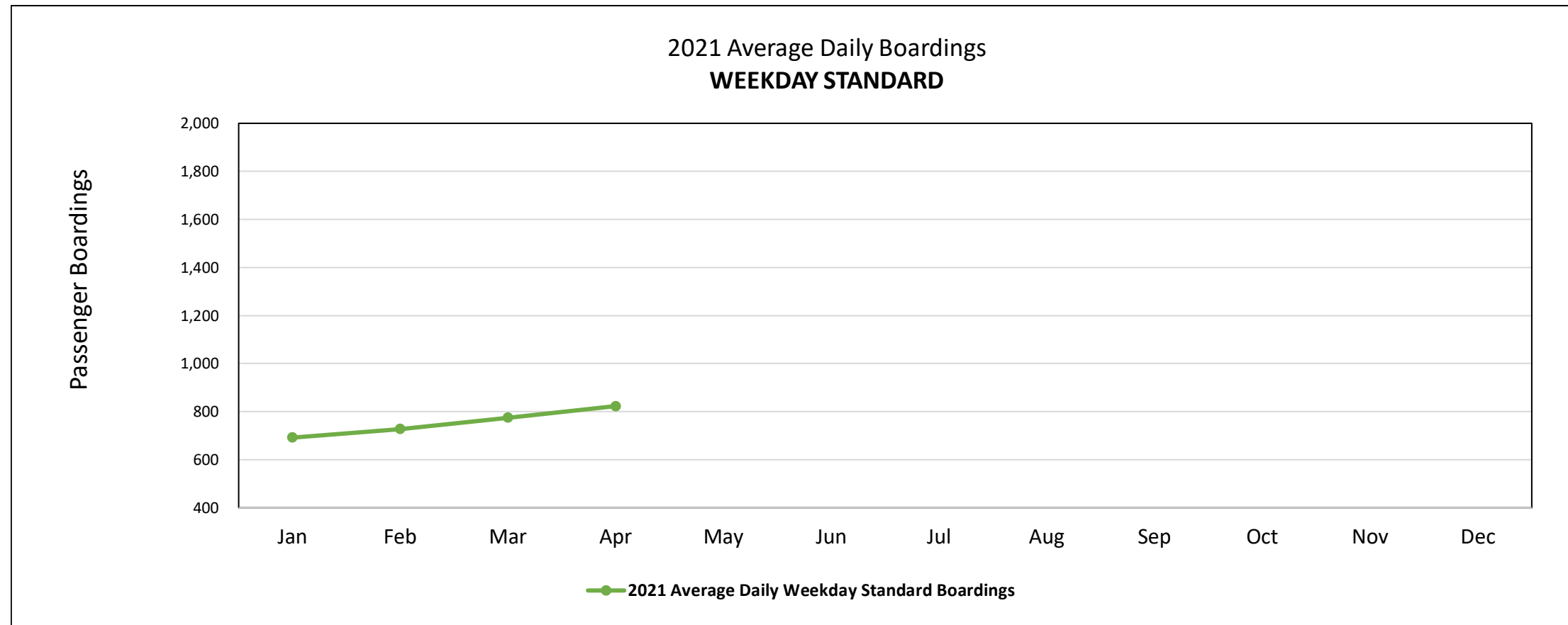
2021	Jan-21	Feb-21	Mar-21	Apr-21	TOTAL (YTD)
Hollis	4,351	4,299	5,740	6,356	20,746
Shellmound/Powell	9,485	9,526	12,082	11,752	42,845
<b>Subtotal Weekday Standard Ridership</b>	<b>13,836</b>	<b>13,825</b>	<b>17,822</b>	<b>18,108</b>	<b>63,591</b>
North Hollis	-	-	-	-	-
South Hollis	-	-	-	-	-
North Shellmound	-	-	-	-	-
South Shellmound/Powell	-	-	-	-	-
Watergate Express	-	-	-	-	-
<b>Subtotal Weekday Commute Ridership</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Weekend Shellmound/Powell	3,016	2,746	2,847	2,647	11,256
<b>Total</b>	<b>16,852</b>	<b>16,571</b>	<b>20,669</b>	<b>20,755</b>	<b>74,847</b>

2021 Service Days	Jan-21	Feb-21	Mar-21	Apr-21	
Weekdays	20	19	23	22	
Weekends	10	8	8	7	
<b>Boardings</b>					
Average Daily Weekday <b>Standard</b> Boardings	692	728	775	823	<b>754.35</b>
Average Daily Weekday <b>Commute</b> Boardings	-	-	-	-	<b>0.00</b>
Total Average Daily <b>Weekday</b> Boardings	692	728	775	823	<b>754.35</b>
Average Daily <b>Weekend</b> Boardings	302	343	356	378	<b>344.72</b>

2020	Jan-20	Feb-20	Mar-20	Apr-20	TOTAL (YTD)
Hollis	10,531	10,107	5,689	3,048	65,602
Shellmound/Powell	17,591	14,931	10,145	7,581	128,001
<b>Subtotal Weekday Standard Ridership</b>	<b>28,122</b>	<b>25,038</b>	<b>15,834</b>	<b>10,629</b>	<b>193,603</b>
North Hollis	15,632	14,938	7,319	-	37,889
South Hollis	17,932	14,873	8,296	-	41,101
North Shellmound	9,424	10,057	4,484	-	23,965
South Shellmound/Powell	14,357	12,573	7,222	-	34,152
Watergate Express	12,830	9,945	4,383	-	27,158
<b>Subtotal Weekday Commute Ridership</b>	<b>70,175</b>	<b>62,386</b>	<b>31,704</b>	<b>-</b>	<b>164,265</b>
Weekend Shellmound/Powell	8,132	9,048	4,324	1,337	42,632
<b>Total</b>	<b>106,429</b>	<b>96,472</b>	<b>51,862</b>	<b>11,966</b>	<b>400,500</b>

2020 Service Days	Jan-20	Feb-20	Mar-20	Apr-20	
Weekdays	22	19	22	22	
Weekends	8	9	9	7	
<b>Boardings</b>					
Average Daily Weekday <b>Standard</b> Boardings	1,278	1,318	720	483	<b>760.86</b>
Average Daily Weekday <b>Commute</b> Boardings	3,190	3,283	1,441	-	<b>659.53</b>
Total Average Daily <b>Weekday</b> Boardings	4,468	4,601	2,161	483	<b>1,420.38</b>
Average Daily <b>Weekend</b> Boardings	1,017	1,005	480	191	<b>415.55</b>

Total Passenger Boardings per Year/Quarter						
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total	% inc/dec from prior year
2021 Ridership	54,092					
2020 Ridership	254,763	38,038	51,129	56,570	400,500	-69.5%
2019 Ridership	307,328	328,986	356,366	319,794	1,312,474	-2.9%
2018 Ridership	339,458	343,628	342,100	325,897	1,351,083	-1.9%
2017 Ridership	348,530	348,438	345,946	334,970	1,377,884	-10.1%
2016 Ridership	371,644	398,192	388,902	374,593	1,533,331	-7.7%
2015 Ridership	387,583	403,515	448,244	421,174	1,660,516	-1.2%
2014 Ridership	381,216	425,010	457,239	416,392	1,679,857	



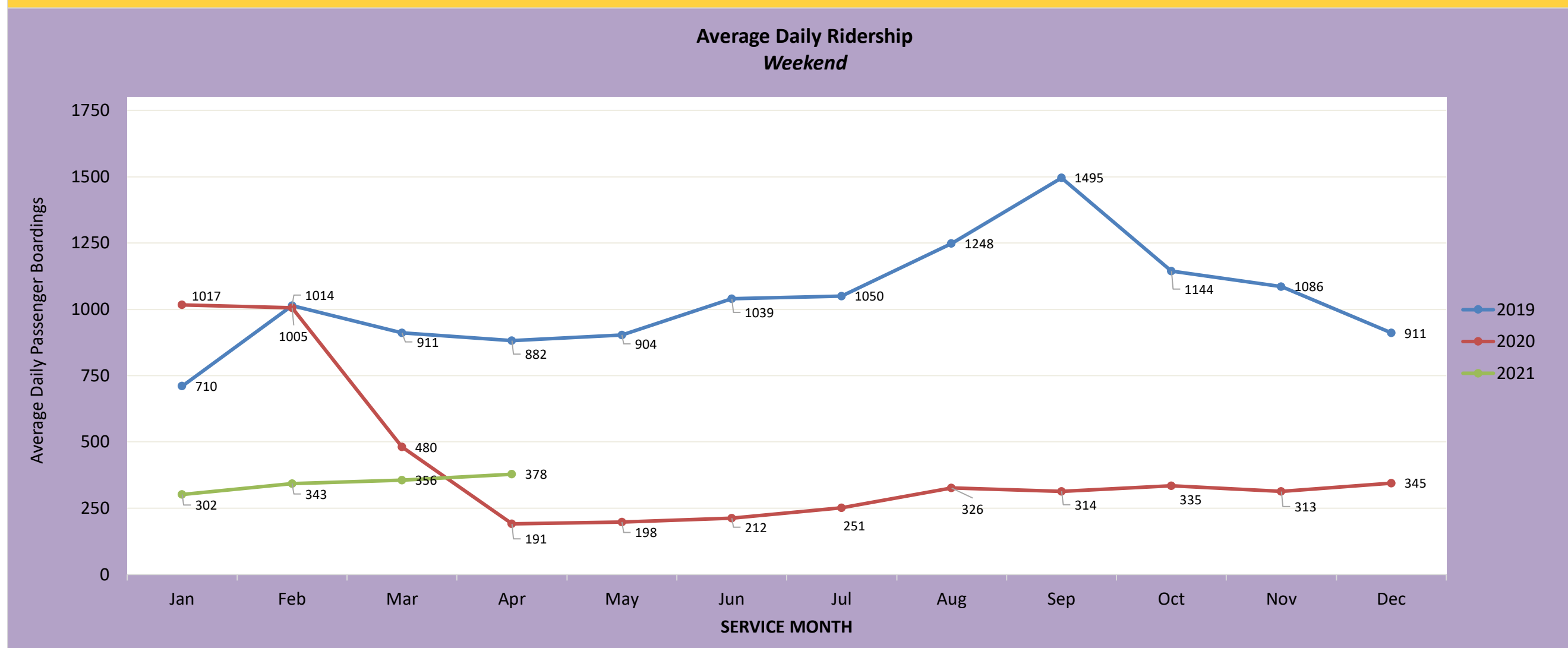
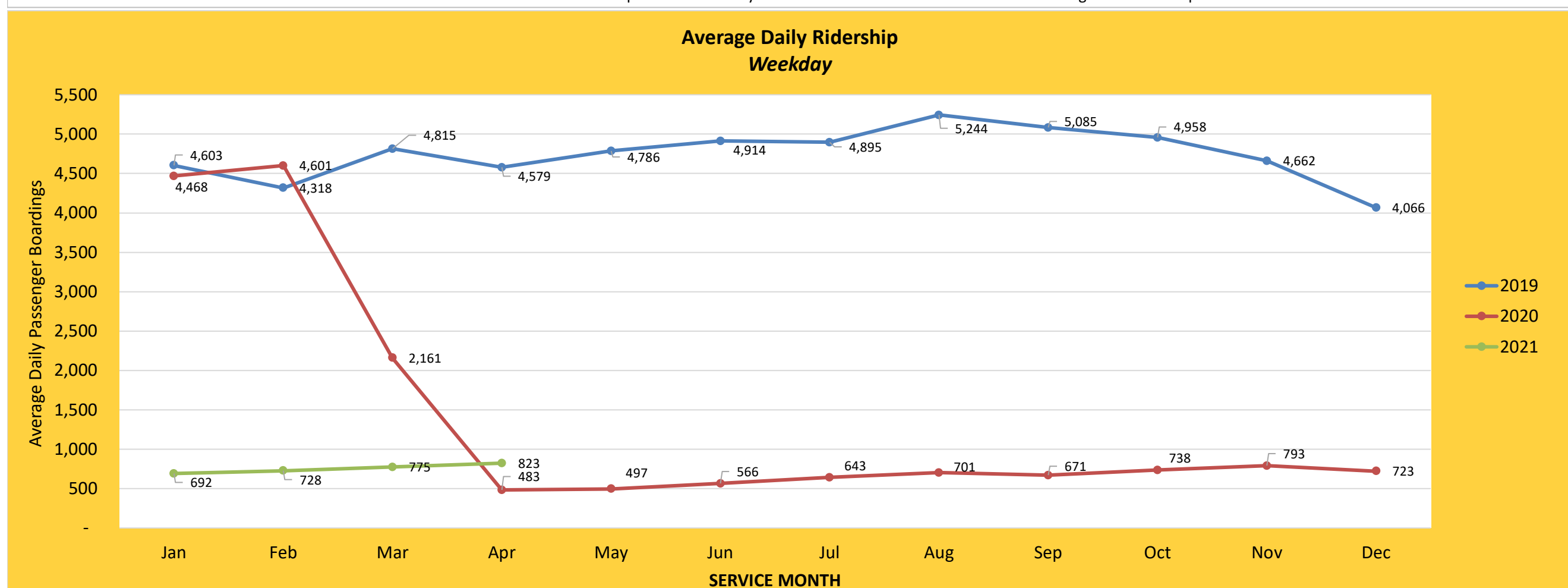
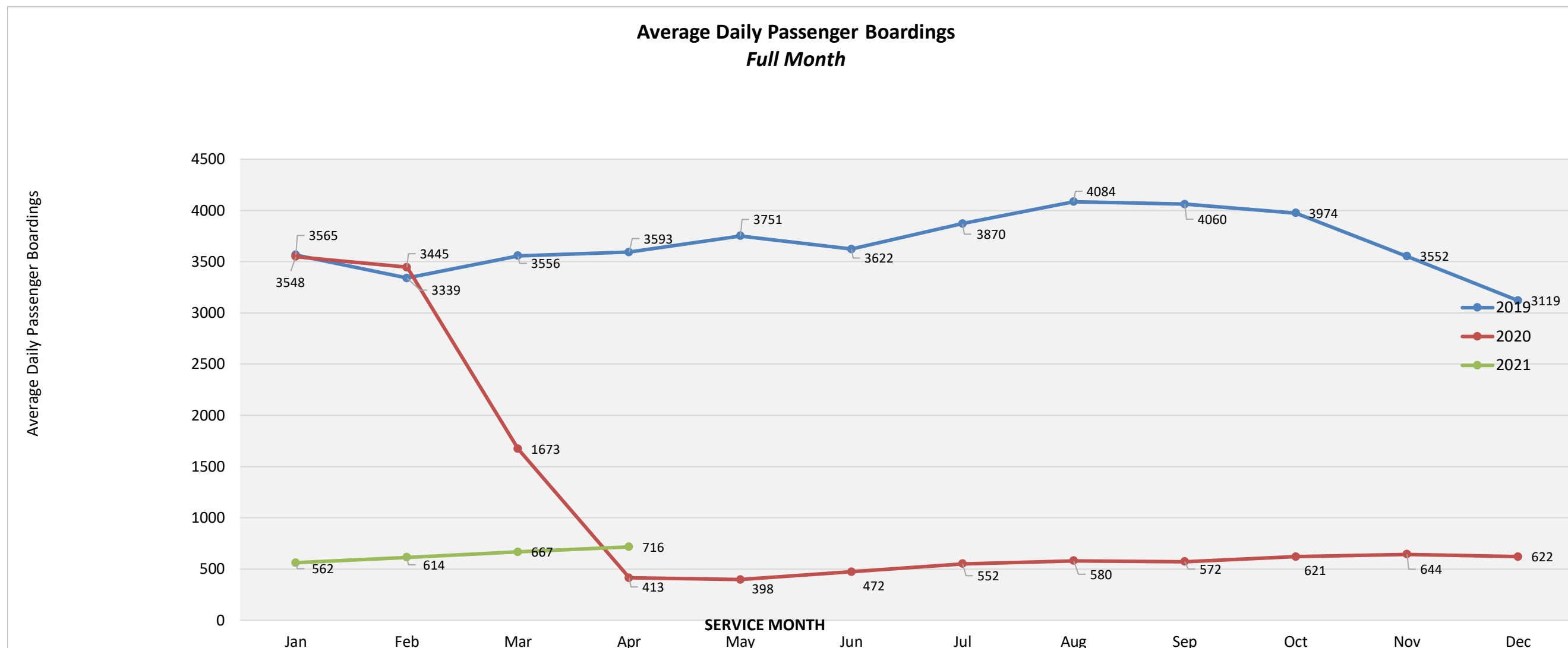


## ANNUAL RIDERSHIP SUMMARY (YTD)/COMPARISON

WEEKDAY RIDERSHIP													
2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Weekday Ridership	13,836	13,825	17,822	18,108									63,591
# of Operating Days	20	19	23	22									84
Average Daily Ridership	692	728	775	823									757
2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Weekday Ridership	98,297	87,424	47,538	10,629	9,944	12,449	14,786	14,727	14,087	16,230	15,860	15,897	357,868
# of Operating Days	22	19	22	22	20	22	23	21	21	22	20	22	256
Average Daily Ridership	4468	4601	2161	483	497	566	643	701	671	738	793	723	1,398
% Increase/Decrease from 2020 to 2021	-85%	-84%	-64%	70%									-46%
% Increase/Decrease from Prior Month	-4%	5%	6%	6%									
2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Ridership	101,269	82,033	101,123	100,741	105,288	98,279	107,689	115,375	101,706	114,041	93,248	85,381	1,206,173
# of Operating Days	22	19	21	22	22	20	22	22	20	23	20	21	254
Average Daily Ridership	4603	4318	4815	4579	4786	4914	4895	5244	5085	4958	4662	4066	4,749
% Increase/Decrease from 2019 to 2020	-3%	7%	-55%	-89%	-90%	-88%	-87%	-87%	-87%	-85%	-83%	-82%	-71%
% Increase/Decrease from Prior Month	10%	3%	-53%	-78%	3%	14%	14%	9%	-4%	10%	7%	-9%	

WEEKEND RIDERSHIP													
2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Weekend Ridership	3,016	2,746	2,847	2,647									11,256
# of Operating Days	10	8	8	7									33
Average Daily Ridership	302	343	356	378									341
2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Weekend Ridership	8,132	9,048	4,324	1,337	1,981	1,698	1,759	3,258	2,512	3,011	2,816	2,756	42,632
# of Operating Days	8	9	9	7	10	8	7	10	8	9	9	8	102
Average Daily Ridership	1017	1005	480	191	198	212	251	326	314	335	313	345	418
% Increase/Decrease from 2020 to 2021	-70%	-66%	-26%	98%									-18%
% Increase/Decrease from Prior Month	-12%	14%	4%	6%									
2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Ridership	5681	8,112	9,110	7,055	7,230	10,393	8,402	11,231	11,963	9,153	9,774	8,197	106,301
# of Operating Days	8	8	10	8	8	10	8	9	8	8	9	9	103
Average Daily Ridership	710	1014	911	882	904	1039	1050	1248	1495	1144	1086	911	1,032
% Increase/Decrease from 2019 to 2020	43%	-1%	-47%	-78%	-78%	-80%	-76%	-74%	-79%	-71%	-71%	-62%	-60%
% Increase/Decrease from Prior Month	12%	-1%	-52%	-60%	4%	7%	18%	30%	-4%	7%	-6%	10%	

COMBINED RIDERSHIP													
2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Ridership	16,852	16,571	20,669	20,755	-	-	-	-	-	-	-	-	74,847
# of Operating Days	30	27	31	29	-	-	-	-	-	-	-	-	117
Average Daily Ridership	562	614	667	716									640
2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Ridership	106,429	96,472	51,862	11,966	11,925	14,147	16,545	17,985	16,599	19,241	18,676	18,653	400,500
# of Operating Days	30	28	31	29	30	30	30	31	29	31	29	30	358
Average Daily Ridership	3,548	3,445	1,673	413	398	472	552	580	572	621	644	622	1,119
% Increase/Decrease from 2020 to 2021	-84%	-82%	-60%	73%									-43%
% Increase/Decrease from Prior Month	-10%	9%	9%	7%									
2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Total Monthly Ridership	106,950	90,145	110,233	107,796	112,518	108,672	116,091	126,606	113,669	123,194	103,022	93,578	1,312,474
# of Operating Days	30	27	31	30	30	30	30	31	28	31	29	30	357
Average Daily Ridership	3,565	3,339	3,556	3,593	3,751	3,622	3,870	4,084	4,060	3,974	3,552	3,119	3,676
% Increase/Decrease from 2019 to 2020	0%	3%	-53%	-89%	-89%	-87%	-86%	-86%	-86%	-84%	-82%	-80%	-70%
% Increase/Decrease from Prior Month	14%	-3%	-51%	-75%	-4%	19%	17%	5%	-1%	8%	4%	-3%	



**ETMA 2021 - 1st Quarter Financial Reports**  
**(Cash Basis)**

5/17/2021

**EMERY GO-ROUND**

*(Cash Basis)*

1st Quarter Financials					
	2021 Budget	Actual Revenue Rec'd to Date	Variance	% of revenue received	Notes
<b>Revenue</b>					
<b><u>PBID Revenue</u></b>					
<b>Net PBID Revenue</b>	4,083,012	-	(3,062,259)	0%	1st PBID Installment received in April.
<b><u>Non-PBID Revenue</u></b>					
City - General Benefit Contribution	556,368	-	(417,276)	0%	1st Installment received in April.
City - Emery Go Round Bus Yard (CIP)	-	-	-		
ETMA Billed Revenue	109,578	-	(82,184)	0%	Invoices mailed out in May.
BGTMA (Net balance of WBS revenue)	20,000	-	(15,000)	0%	
Other Revenue	3,500	493	(2,132)	14%	
<b>Subtotal Non-PBID Revenues</b>	<b>689,446</b>	<b>493</b>	<b>(516,592)</b>	<b>0%</b>	
<b>Total Revenue</b>	<b>4,772,458</b>	<b>493</b>	<b>(1,192,622)</b>	<b>0%</b>	
<b>Expenditures</b>					
<b><u>Direct Costs</u></b>					
Bus Leases/Purchases	500,000	99,070	(275,930)	20%	Includes only 2 months operating expenses.
Maintenance	315,000	118,118	(118,132)	37%	
Operations Contract	2,400,000	265,072	(1,534,928)	11%	
Fuel	300,000	22,167	(202,833)	7%	
Communications	60,000	8,860	(36,140)	15%	
Miscellaneous Operating Costs	15,000	-	(11,250)	0%	
<b>Subtotal Direct Costs</b>	<b>3,590,000</b>	<b>513,288</b>	<b>(2,179,212)</b>	<b>14%</b>	
<b><u>Indirect Costs</u></b>					
Professional Services	515,000	112,809	(273,441)	22%	
Occupancy (site lease, utilities, etc.)	350,000	33,406	(229,095)	10%	
Bus Yard (Site Development & Relocation)	1,200,000	968,130	68,130	81%	
Membership/Public Outreach Expenses	25,000	-	(18,750)	0%	
Pilot Projects and Research	-	-	-	0%	
TMA Insurance	22,000	-	(16,500)	0%	
Meeting expenses, supplies, licenses, fees, etc.	25,000	103	(18,647)	0%	
<b>Subtotal Indirect Costs</b>	<b>2,137,000</b>	<b>1,114,447</b>	<b>(488,303)</b>	<b>52%</b>	
<b>Total TMA Expenditures</b>	<b>5,727,000</b>	<b>1,627,735</b>	<b>(2,667,515)</b>	<b>28%</b>	
2021 Revenue vs. Expenditures Balance:					
	(954,542)	(1,627,242)			

**ETMA 2021 - 1st Quarter Financial Reports  
(Cash Basis)**

5/17/2021

<b>WEST BERKELY SHUTTLE</b>		1st Quarter Financials			
<u><b>Revenue</b></u> BGTMA & Bayer <b>Total Revenue - West Berkeley</b>	<b>2021 Budget</b>	<b>Actual Revenue Rec'd to Date</b>	<b>Variance</b>	<b>% of Revenue Received</b>	Notes
	360,000	48,127	(221,873)	13%	
	<b>360,000</b>	<b>48,127</b>	<b>(221,873)</b>	<b>13%</b>	
<u><b>Expenditures</b></u> Shuttle Operations Professional Service Contracts <b>Total Expenditures - West Berkeley</b>	<b>2021 Budget</b>	<b>Actual Costs to Date</b>	<b>Variance</b>	<b>% Expended</b>	Notes
	304,000	17,296	(210,704)	6%	
	16,000	1,007	(10,993)	6%	
	<b>320,000</b>	<b>18,304</b>	<b>(221,696)</b>	<b>6%</b>	

*Balance*                      40,000                      29,823

<b>City of Emeryville - 8 to Go Paratransit</b>		1st Quarter Financials			
<u><b>Revenue</b></u> City of Emeryville - 8 to Go Paratransit <b>Total Revenue - City</b>	<b>2021 Budget</b>	<b>Actual Revenue Rec'd to Date</b>	<b>Variance</b>	<b>% of Revenue Received</b>	Notes
	103,000	32,114	(45,136)	31%	
	<b>103,000</b>	<b>32,114</b>	<b>(45,136)</b>	<b>31%</b>	
<u><b>Expenditures</b></u> Shuttle Operations & Maintenance <b>Total Expenditures - City</b>	<b>2021 Budget</b>	<b>Actual Costs to Date</b>	<b>Variance</b>	<b>% Expended</b>	Notes
	90,500	6,593	(61,282)	7%	
	<b>103,000</b>	<b>6,593</b>	<b>(70,657)</b>	<b>6%</b>	

*Balance*                      25,522