



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
Bay Street Conference Room

5616 Bay Street

Emeryville, CA 94608

June 25th, 2019

Chair

Geoffrey Sears,
Wareham Development

Vice Chair

Betsy Cooley, At-Large
Residential Member

Secretary

Julie Cai,
Bay Street

Treasurer

Andrew Allen
At-Large Business
Member

Directors

Peter Schreiber,
Pixar

Colin Osborne

At-Large Business
Member

Kassandra Kappelos

Public Market

Bobby Lee, At-Large

Residential Member

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the May 16th, 2019 Board of Directors and Annual Membership Meeting (Attachment)
4. Executive Directors Report
 - A. Status Update on EGR Bus Yard at Mandela Parkway
5. Business Items
 - A. Review and Consider Approval of the Fixed Price Product & Services Maintenance Support Agreement with Syncromatics (Attachment)
 - B. Review and Consider approval of the 2020 Preliminary Budget and Recommendation PBID Levy increase to Emeryville City Council (Attachment)
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting – July 18th, 2019
8. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 16th, 2019

1. Call to Order

The Annual Membership meeting was called to order at 9:03AM by Geoff Sears.

Directors Present: Geoff Sears, Betsy Cooley, Bobby Lee, Peter Schreiber, Colin Osborn, Julie Cai, Cassandra Kappelos, Andrew Allen

Staff Present: Roni Hatstrup, Mary Grinbergs

Others: Diana Keena, City of Emeryville

2. Introduction

No action was required.

3. Election of Members

A. Business Members

Colin Osborne and Andrew Allen were elected to serve as Directors representing the Business Members.

B. Employer Member

No nominations were submitted.

4. Presentation of 2019 Accomplishments

Given there were no members present, aside from Board of Directors, the presentation was cancelled.

5. Requests or Suggestions from Members

Andrew Allen suggested an Emery Go-Round bus trip for the Board of Directors, at some point in the future.

6. Adjournment

The meeting was adjourned at 9:11 AM.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 16th, 2019

1. Call to Order

The meeting was called to order at 9:03AM by Geoff Sears.

Directors Present: Geoff Sears, Betsy Cooley, Bobby Lee, Peter Schreiber, Colin Osborn, Julie Cai, Cassandra Kappelos, Andrew Allen

Staff Present: Roni Hatstrup, Mary Grinbergs

Others: Diana Keena, City of Emeryville

2. Election of Officers

A. **Chair** - Andrew Allen nominated Geoff Sears. Betsy Cooley seconded the nomination

The nomination was approved by a unanimous vote.

AYE: 8

NAY: 0

ABSTAIN: 0

B. **Vice Chair** - Andrew Allen nominated Betsy Cooley. Geoff Sears seconded the nomination.

The nomination was approved by a unanimous vote.

AYE: 8

NAY: 0

ABSTAIN: 0

C. **Secretary** - Geoff Sears nominated Julie Cai. Betsy Cooley seconded the nomination.

The nomination was approved by a unanimous vote.

AYE: 8

NAY: 0

ABSTAIN: 0

D. **Treasurer** - Geoff Sears nominated Andrew Allen. Betsy Cooley seconded the nomination.

The nomination was approved by a unanimous vote.

AYE: 8

NAY: 0

ABSTAIN: 0

3. Public Comment

None

4. Approval of Minutes of the April 18th, 2019 Board of Directors Meeting (Attachment)

Andrew Allen motioned for approval. Geoff Sears Seconded the motion.

This item was approved by a unanimous vote.

AYE: 8

NAY: 0

ABSTAIN: 0

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 16th, 2019

5. Executive Director's Report

A. Status update on EGR Bus Yard at Mandela Parkway

i. Airspace Lease – Deadline is August 23rd to go to CTC in October

Roni provided an update on the airspace lease noting that comments on the lease were collected from the committee and legal counsel and that the next step is have legal prepare a redline mark-up of the agreement. Roni to send redline to committee by Friday, May 30th.

ii. Project Costs to date

Roni provided an update on the project costs to date and noted that Gray Bowen Scott costs were trending slightly above budget due to the extensive efforts in preparing for the Oakland Planning Commission meeting. Roni further noted that BKF costs are trending below budget.

iii. Design & Environmental Package Submittal to Caltrans – June 15th

Roni informed the Board of the upcoming submittal to Caltrans, which is scheduled for June 15th.

6. Business Items

A. Review and Consider Approval of Cost Proposal from Syncromatics for Automated Passenger Counters

Roni presented an overview of the proposal provided by Syncromatics for automated passenger counters (APCs). Roni noted the benefits of having APCs, including the ability to track ridership by stop and by time of day, providing data necessary to make informed decisions about service planning in an effort to maximize the efficiency of the Emery Go Round service.

The Board directed Roni to reach out to other customers to confirm validity of vendor, research the legality of cameras and confirm ETMA ownership of all captured data. The Board also requested a 5-year warranty. A committee was formed for the purpose of defining a Data and Privacy Policy. Bobby and Colin volunteered to serve on the committee.

Roni noted that she would look into the questions brought forth by the Board and would bring the agreement to the Board at the next meeting.

No action was taken.

B. Review of First Quarter Financial Report (Attachment)

Roni provided an overview of the first quarter financial report.

No action was required.

C. Review of First Quarter Performance Reports (Attachment)

i. Ridership

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

May 16th, 2019

Roni provided an overview of the first quarter ridership, noting the 9% drop in ridership, from the first quarter last year.

ii. Schedule Adherence

Roni provided an overview of the schedule adherence report, noting that all routes are performing well.

7. Suggestions/Requests from Board Members

Andrew inquired about whether the ETMA should consider an increase to driver wages. Roni noted that while there is currently some turnover with drivers, it isn't significant enough to warrant a change in the operations contract, which would be required should the ETMA demand a driver wage increase. Roni further noted that the ETMA issued driver appreciation gifts during the holiday season.

Geoff directed Staff to research information about advertising on the Emery Go Round for the purpose of generating revenue for the ETMA.

8. Confirm Date of Next Meeting

The meeting date of June 20th was confirmed.

9. Adjournment

The meeting was adjourned at 10:07AM.

FIXED PRICE PRODUCT & SERVICES MAINTENANCE SUPPORT AGREEMENT

This Fixed Price Product & Services Maintenance Support Agreement (the "Agreement") is made as of this ___ day of ____, 2019 by and between SYNCROMATICS CORPORATION, DBA GMV SYNCROMATICS (the "CONTRACTOR") and EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION ("Emery-Go-Round", "Recipient", or "Awarding Agency"). Each of the CONTRACTOR and Emery-Go-Round are considered a "Party" and together, the "Parties."

RECITALS

WHEREAS, the CONTRACTOR has created and sells Automatics Passenger Counter (APC) products and services; and

WHEREAS, Emery-Go-Round wishes to purchase APC products and services from the CONTRACTOR as described below and in the Quote (the "Quote") attached as Attachment A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Products and Services. The CONTRACTOR shall provide Emery-Go-Round with the products (the "Products") and services (the "Services"), described and detailed in the Quote (collectively known hereafter as the "PROJECT"), and as updated and modified by the final pricing schedule attached as Attachment A (the "Initial Task Order"). Any additional Products and/or Services requested or optioned by Emery-Go-Round shall be made pursuant to an additional Task Order signed by both Parties. In the event of any conflicts between this Agreement or the Initial Task Order on the one hand, and the Quote on the other, the terms of the Agreement or Initial Task Order shall control.
2. Price & Payment. The acquisition cost for this Fixed Price Product & Services Maintenance Support Agreement for the term of two (2) years shall not exceed *One hundred sixty-two thousand, seven hundred thirty-two dollars* (US \$162,732), excluding sales and/or use tax (the "Fees"). All Fees for Products and Services owed to the CONTRACTOR shall be paid pursuant to the payment and deliverables schedule attached as Attachment B (the "Schedule"). In the event Awarding Agency terminates the Agreement prior to an anniversary of the In Service Date, it shall be relieved of the obligation to make further payments. All applicable sales and/or use tax shall be assessed by Contractor at time of invoicing and remitted to the local taxing authority if obligated to do so under local law.
3. Term. The term of this Agreement shall be coterminous with the existing Product & Services Agreement between Agency and Contractor, dated July 26th, 2016 with Service Dates of September 1, 2016-August 31, 2021 (the "Original Agreement").
4. Final Acceptance. CONTRACTOR shall install and configure the Products and Services during a period of time beginning upon the execution of the Agreement and extending for a period of time estimated to be approximately three (3) months but which may be shortened or extended by mutual agreement of the parties or as circumstances necessitate.
 - a. Upon written notice from CONTRACTOR to Emery-Go-Round that it has fully completed the installation, testing and documentation (the "Notice of Completion"), Emery-Go-Round shall have a period not to exceed thirty (30) days (the "Final Acceptance Period") in which to conduct additional testing and validation, at the end of which time or earlier Emery-Go-Round shall issue a Final Acceptance notification.

- b. Should Emery-Go-Round find problems or concerns during the Final Acceptance Period, it shall provide written notice (“Correction Notice”) to CONTRACTOR of any such problems or concerns and allow CONTRACTOR sufficient time to correct. Should thirty (30) days elapse from the date of Notice of Completion yet there remain outstanding issues from a Correction Notice, the Final Acceptance Period shall be extended to the date fifteen (15) days after CONTRACTOR provides notice to Emery-Go-Round of the corrections being completed.
 - c. The date upon which the Final Acceptance notification is issued shall be the Final Acceptance Date. Should Emery-Go-Round issue neither any Correction Notices nor a written Final Acceptance notification, the Final Acceptance Date shall automatically be deemed the day which is thirty-one (31) days after CONTRACTOR’s Notice of Completion.
5. License. For the Term, the CONTRACTOR grants to Emery-Go-Round a non-exclusive license to use the central hosted software component of the APC components of its Intelligent Transportation System (“ITS”) as provided for in this Agreement and the Quote. The ITS System central hosted software is offered as a fully managed system for which Emery-Go-Round shall have a permanent and perpetual right to use and receive all upgrades free of charge, provided recurring service fees are paid. The onboard vehicle components, both hardware and software, are the exclusive and permanent property of Emery-Go-Round and may be used by Emery-Go-Round for any purpose, independent of the central software. Emery-Go-Round shall also be entitled to software upgrades to onboard hardware, free of charge as CONTRACTOR may release them during the term of this Agreement. CONTRACTOR will not install any software at Emery-Go-Round’s fixed facility, nor is any special software needed to operate the ITS system beyond what is specified herein. The implementation of the ITS System for Emery-Go-Round will be an exclusive configuration. Only authorized CONTRACTOR and Emery-Go-Round personnel will be provided access unless otherwise authorized by Emery-Go-Round in their sole and absolute discretion.
 6. Service Dates. For each system installed that has an associated maintenance/support fee, the first of the month following installation of that system on all vehicles will be considered the date on which services begin (the “In Service Date”).
 7. Federal Clauses. Omitted
 8. Optional Items. Syncromatics can provide pricing for a variety of optional items. Should Emery-Go-Round exercise any optional item after Final Acceptance, CONTRACTOR shall pro-rate any service fees applicable for that option so as to coincide with the remainder of the Term from the optional item’s In Service Date.
 9. Ownership of Data. Emery-Go-Round shall be the exclusive owner of the actual data entered into or collected by the ITS system during the Term and which was collected by Emery-Go-Round’s vehicles operating with the Products. This shall include, but not be limited to: geo-location of all vehicles at all times during the Term; vehicle status information collected; route, schedule and performance information; driver and dispatcher information; website(s) created by the CONTRACTOR for Emery-Go-Round and branded with Emery-Go-Round’s logo and/or name; statistical reports, database files and any other such related data.
 10. Notices. Any notices that either of the Parties may need to deliver to the other Party shall be sent by Certified US Mail to:

If to Emery-Go-Round
Emeryville Transportation Management Association
1300 67th Street
Emeryville, CA 94608

With a copy to:

Gray-Bowen-Scott
1211 Newell Ave
Suite 200
Walnut Creek, CA 94596

If to CONTRACTOR:

Syncromatics Corporation
523 West 6th Street
Suite 444
Los Angeles, CA 90014
Attn: President

11. Option to Extend. Any options to extend as contained in the Original Agreement shall be deemed applicable to the extension of services under this Agreement. This Agreement may not be extended separate and apart from the Original Agreement.
12. Warranty, Product Replacement and Liability. The CONTRACTOR shall provide a one-year full replacement warranty on all Products provided hereunder such that if any Product shall fail to perform as specified in the Quote, upon receiving written notice of such failure, the CONTRACTOR shall replace such Product as specified in the Quote at no cost to Emery-Go-Round. Warranty dates for each system (including optional items) shall begin on each system's In Service Date. In no event shall either Party be liable to the other for any indirect, incidental, special, punitive or consequential damages in any manner in connection with or arising out of this Agreement, regardless of the form of action or the basis of the claim or whether or not such Party has been advised of the possibility of such damages. In no event shall either Party's total liability hereunder, regardless of the form in which any legal or equitable action may be brought, exceed the total amount paid under this Agreement.
13. Service Level Agreement & Technical Support. During the Term, the CONTRACTOR shall provide technical support to Emery-Go-Round. The CONTRACTOR warrants that the ITS system shall perform as indicated, and furthermore provides for discounts and/or refunds in the event that the ITS does not perform as indicated. The specific terms of this service agreement are contained in the Service Level Agreement included in the Original Agreement.
14. Examination of Records. The Awarding Agency shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
15. Additional Termination Clauses.
 - a. Lack of Beneficial Results. This Contract may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
 - b. Termination for Default. The Awarding Agency may terminate this Contract upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Contract, has not billed for operating assistance funds within twelve (12) months of execution of this Contract, or that the CONTRACTOR is otherwise not complying with the terms of this Contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The Awarding Agency shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the Awarding Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract the Awarding

Agency shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the Awarding Agency from also pursuing all available remedies against the CONTRACTOR.

- c. This Agreement may be terminated separate and apart from the Original Agreement, but if the Original Agreement is terminated, this Agreement shall also be deemed as terminated.

16. Disputes. The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the authorized Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the Awarding Agency Representative's determination but must make that challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the Awarding Agency Representative shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support their respective positions. The decision of the Awarding Agency shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an arbitration action pursuant to Section 22.
17. Insurance. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- a. The minimum limits of liability, shown below in part H, may be increased by the Awarding Agency at any time upon thirty (30) days' notice to the CONTRACTOR.
 - b. The CONTRACTOR shall, if responsible for operating any vehicle, place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the Awarding Agency.
 - c. The Awarding Agency, its officers, employees, and agents shall be named as additional insured.
 - d. The Awarding Agency will not be responsible for any premiums or assessments on the policy.
 - e. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the Awarding Agency, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
 - f. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the Awarding Agency a new certificate of insurance or other written evidence of insurance satisfactory to the Awarding Agency. At any time that such evidence of insurance has not been provided, the Awarding Agency shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
 - g. The CONTRACTOR shall provide the Awarding Agency at least thirty (30) days' notice of cancellation or material change of the vehicle insurance policy.
 - h. Minimum Limits of Liability. The following terms apply to all CONTRACTORS, regardless if they are providing the service as the prime contractor or subcontractor:
 - i. Property Damage: The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability.
 - ii. Bodily Injury: The CONTRACTOR shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit).
 - iii. Vehicle Physical Damage: The CONTRACTOR shall, if responsible for operating any vehicle,

place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the Awarding Agency.

18. Potential Subcontractors

- a. No Relationship Between the Awarding Agency and Third-Party Contractor. Nothing contained in this Contract or otherwise, shall create any contractual relation, obligation or liability between the Awarding Agency and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from Emery-Go-Round' obligation to make payments to the CONTRACTOR. As a result, the Awarding Agency shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- b. Third-Party Contracts and Sub-Agreements Affected. To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subcontracts at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include such requirements as applicable in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by FTA.

19. Independent Contractor. It is the express intention of the Parties that the Parties are independent contractors, and Emery-Go-Round is not an employee, agent, joint venture, or partner of the CONTRACTOR, and that company is not an employee, agent, joint venture or partner of Emery-Go-Round.

20. Arbitration; Governing Law; Severability. Any dispute arising under this Agreement will be submitted to a single arbitrator in Los Angeles, California mutually selected by the Parties, and each Party therefore waives its respective rights to a jury trial. The arbitrator will apply the rules of the American Arbitration Association governing commercial transactions, and his decision will be final and binding on the Parties. Such arbitration shall not exceed one day. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the parties agree that such unenforceable section shall be deemed never to have been included in the Agreement, and that the remainder of this Agreement will continue in full force and effect.

21. Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed individually or by their duly authorized representatives, effective as of the date first above written.

SYNCROMATICS CORPORATION

Emery-Go-Round

By: _____

By: _____

Name: Ian Sephton

Name: Geoff Sears

Title: CEO

Title: Chair

ATTACHMENTS:

- A. FINAL PRICING OF PRODUCTS AND SERVICES
- B. PAYMENT MILESTONES & DELIVERABLES SCHEDULE

gmv SYNCROMATICS

Quote

523 W. 6th Street Suite 444, Los Angeles, CA 90014
 310-728-6997, sales@gmvsync.com

Date June 17, 2019
 Quote # 2019 061921
 Valid 60 days
 Expires August 16, 2019
 Account Manager Jeff Hunter
 Phone 213-328-5471
 Email jeff@gmvsync.com

Person Veronica Hatstrup
 Client Gray-Bowen-Scott, Emery Go-Round
 Email roni@graybowenscott.com
 Phone (925) 937-0980 x212
 Tax Rate N/A

LN	Note	Item	Qty	Price Ea	Tax	Subtotal	
						Capital	Annual
1		Automated Passenger Counters (IRIS)					
2	a	Hardware, IRIS - 1 Door Bus	11	\$ 3,100		\$ 34,100	\$ -
3	a	Hardware, IRIS - 2 Door Bus	14	\$ 4,540		\$ 63,560	\$ -
4		Labor, APC Installation and Calibration	25	\$ 950		\$ 23,750	\$ -
5		Vehicle and System Licenses, APC	25	\$ 650		\$ 16,250	\$ -
6		Annual Service Fee, Automated Passenger Counter	25	\$ 132		\$ -	\$ 3,300
7		Annual Warranty Fee, APC, 1 Door Bus	11	\$ 132		\$ -	\$ 1,452
8		Annual Warranty Fee, APC, 2 Door Bus	14	\$ 180		\$ -	\$ 2,520
9							
10		Project Management					
11	b	Project Management, Training on New Features, Travel	1	\$ 14,500		\$ 14,500	\$ -

Total Capital Cost \$ 152,160
 Total Annual Cost \$ 7,272

NOTES:

- a 1 Year Warranty Included
- b Anticipates additional days on site due to limited yard access and limited vehicle access due to low spare
 Pricing does not include local sales or use taxes



LN	Note	Item	Payment Schedule		
			Upon Installation	Upon Acceptance	Year 2
Anticipated Dates			15-Aug-19	31-Aug-19	31-Aug-20
1		Automated Passenger Counters (IRIS)			
2	a,c	Hardware, IRIS - 1 Door Bus	\$ 30,690	\$ 3,410	
3	a,c	Hardware, IRIS - 2 Door Bus	\$ 57,204	\$ 6,356	
4		Labor, APC Installation and Calibration	\$ 23,750		
5		Vehicle and System Licenses, APC	\$ 16,250		
6		Annual Service Fee, Automated Passenger Counter		\$ 3,300	\$ 3,300
7		Annual Warranty Fee, APC, 1 Door Bus			\$ 1,452
8		Annual Warranty Fee, APC, 2 Door Bus			\$ 2,520
9					
10		Project Management			
11	b	Project Management, Training on New Features, Travel	\$ 7,250	\$ 7,250	
TOTALS			\$ 135,144	\$ 20,316	\$ 7,272

NOTES:

- a 1 Year Warranty Included
Anticipates additional days on site due to limited yard access and limited vehicle access due to
- b low spare ratio
- c Pricing does not include local sales or use taxes

2020 Preliminary Budget

EMERY GO-ROUND

Revenue	2019			2020			Notes
	Budgeted Revenue	Actual Revenue to Date <i>as of 5/31/19</i>	%	Anticipated Revenue <i>(0% Increase)</i>	Anticipated Revenue <i>(3% Increase)</i>	Anticipated Revenue <i>(5% Increase)</i>	
PBID Revenue							
PBID Revenue	3,668,129			3,668,129	3,778,173	3,851,535	1.7% of assessment to County Assessor + \$24,500 to City for legal and administrative fees.
District Related Costs	(86,858)			(86,858)	(88,729)	(89,976)	
Net PBID	3,581,271	1,790,636	50%	3,581,271	3,689,444	3,761,559	
Non-PBID Revenue							
City of Emeryville - General Benefit Contribution							Assumed 12.29% of Total Budget (excluding capital cost for construction of operations facility).
City of Emeryville - Emery Go Round Bus Yard (CIP)	637,728	318,864	50%	528,962	528,962	528,962	
ETMA Billed Revenue	-	-	0%	1,000,000	1,000,000	1,000,000	
BGTMA Revenue	101,320	2,957	3%	101,320	104,360	106,386	
Misc. Revenue (Charter services, interest income, etc.)	45,000	(12,162)	-27%	45,000	45,000	45,000	
	3,000	68,282	2276%	3,000	3,000	3,000	
Subtotal Non-PBID Revenues	787,048	377,942	48%	1,678,282	1,681,321	1,683,348	
Total Revenue	4,368,319	2,168,577	50%	5,259,552	5,370,765	5,444,907	

Expenditures	2019			2020			ASSUMPTIONS
	Budgeted Expenditures	Actual To Date <i>as of 5/31/19</i>	%	Proposed Expenditures			
Direct Costs							
Bus Leases/Purchases	500,000	188,550	38%	515,000			Assume no acquisitions in 2020.
Bus Maintenance	340,000	127,441	37%	300,000			
Operations Contract	2,300,000	882,207	38%	2,400,000			Assume no change in level of service.
Fuel	300,000	77,443	26%	300,000			
Communications	180,000	2,998	2%	60,000			Real-time tracking system, driver radios & automated passenger counter's. Route guides, bus stop sign replacements, rider alert postings, etc.
Miscellaneous Operating Costs	15,000		0%	15,000			
Subtotal Direct Costs	3,635,000	1,278,640	35%	3,590,000			
Indirect Costs							
Professional Services	490,000	116,828	24%	500,000			Includes all management, accounting, website & legal service contracts. Existing lease and license agreement, utilities, yard maintenance expenses.
Occupancy (Bus Yard, Site Expenses)	150,000	57,332	38%	150,000			
Site Development - Long Term Bus Yard	850,000	63,922	8%	2,200,000			Construction of new operations facility. Preliminary engineers estimate is \$2.92M. Assume a portion of costs to expended in 2019. Annual Report, Annual Membership Meeting Invitations & Rider Satisfaction Survey.
Membership & Public Outreach Materials	15,000	2,410	16%	15,000			
Pilot Projects and Research	25,000	-	0%	25,000			Allowance for implementation of new transit enhancements. Commercial, Directors & Officers and Special Form Property Coverage. Shuttle Operations Workshop, office expenses, etc.
TMA Insurance	20,000	12,569	63%	20,000			
Conferences, Meetings, Office Expenses	4,000	865	22%	4,000			
Bus Yard - Site Development & Project Management			#DIV/0!				
Subtotal Indirect Costs	1,554,000	253,926	16%	2,914,000			
TOTAL BUDGET/EXPENSES	5,189,000	1,532,565	30%	6,504,000			
2017-2018 Estimated Balance/Overrun	(820,681)			(1,244,448)	(1,133,235)	(1,059,093)	

Cash Balance Summary (2018-2019)	0% Increase	3% Increase	5% Increase
Carryover Cash Balance (as of Jan 1, 2019)	\$ 2,659,113	\$ 2,659,123	\$ 2,659,113
2019 Estimated Budget Overrun	\$ (820,681)	\$ (820,681)	\$ (820,681)
Projected Cash Balance on Dec 31, 2019	\$ 1,838,432	\$ 1,838,442	\$ 1,838,432
2020 Projected Shortfall	\$ (1,244,448)	\$ (1,133,235)	\$ (1,059,093)
Total Projected Cash Balance on Dec 31, 2020	\$ 593,984	\$ 705,207	\$ 779,339

Note: Minimum Operating Reserve is 15% of Operating Expenses (\$645k for 2020).

**Emeryville TMA - Budget Projection
(2016-2030)**

SCENARIO 1	<i>Actual (Per Financial Statements)</i>			<i>Revenue & Cost Projection</i>											
Revenue	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
PBID (3% Increase/Year)	3,250,988	3,298,681	3,476,248	3,581,271	3,689,444	3,800,127	3,914,131	4,031,555	4,152,502	4,277,077	4,405,389	4,537,551	4,673,677	4,813,888	4,958,304
City (12.29%)	455,531	522,632	547,397	637,728	528,962	555,410	583,180	612,339	642,956	675,104	708,859	744,302	781,517	820,593	861,623
City CIP - Bus yard	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-	-
Other	213,898	115,988	226,376	149,320	152,359	156,930	161,638	166,487	171,481	176,626	181,925	187,382	193,004	198,794	204,758
TOTAL REVENUE	3,920,417	3,937,301	4,250,021	4,368,319	5,370,765	4,512,467	4,658,949	4,810,381	4,966,939	5,128,807	5,296,173	5,469,235	5,648,198	5,833,275	6,024,685
Expenses	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Operations	3,197,708	3,674,979	3,987,137	4,339,000	4,304,000	4,519,200	4,745,160	4,982,418	5,231,539	5,493,116	5,767,772	6,056,160	6,358,968	6,676,917	7,010,762
Bus Yard	-	-	126,172	850,000	2,200,000	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	3,197,708	3,674,979	4,113,309	5,189,000	6,504,000	4,519,200	4,745,160	4,982,418	5,231,539	5,493,116	5,767,772	6,056,160	6,358,968	6,676,917	7,010,762
<i>% Increase in Operations Costs f/Prior Year</i>	-4%	15%	8%	9%	-0.8%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Annual Balance	722,709	262,322	136,712	(820,681)	(1,133,235)	(6,733)	(86,211)	(172,037)	(264,600)	(364,309)	(471,599)	(586,925)	(710,770)	(843,642)	(986,078)
Total Cash Balance	2,219,996	2,482,318	2,619,030	1,798,349	665,114	658,381	572,170	400,133	135,533	(228,776)	(700,375)	(1,287,300)	(1,998,070)	(2,841,712)	(3,827,790)
Minimum Cash Reserve (15%)	479,656	551,247	598,071	650,850	645,600	677,880	711,774	747,363	784,731	823,967	865,166	908,424	953,845	1,001,537	1,051,614
Available Cash Balance	1,740,340	1,931,071	2,020,959	1,147,499	19,514	(19,499)	(139,604)	(347,230)	(649,198)	(1,052,744)	(1,565,541)	(2,195,724)	(2,951,915)	(3,843,249)	(4,879,404)

Notes & Assumptions:

1. Assumes City Council approves increase of 3% per year in PBID Levy Assessments
2. Assumes average annual cost increase of 5% per year (based on average from prior PBID term).
3. Minimum cash reserve of 15% based on TMA Administrative Policies.
4. Does not include future delinquent PBID assements or past due PBID revenue collected.

SCENARIO 2		Actual (Per Financial Statements)			Revenue & Cost Projection											
Revenue	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
PBID (3% Increase/Year)	3,250,988	3,298,681	3,476,248	3,581,271	3,761,559	3,949,637	4,147,119	4,354,475	4,572,198	4,709,364	4,850,645	4,996,165	5,146,050	5,300,431	5,459,444	
City (12.29%)	455,531	522,632	547,397	637,728	528,962	555,410	583,180	612,339	642,956	675,104	708,859	744,302	781,517	820,593	861,623	
City CIP - Bus yard	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-	-	
Other	213,898	115,988	226,376	149,320	154,386	159,018	163,788	168,702	173,763	178,976	184,345	189,875	195,572	201,439	207,482	
TOTAL REVENUE	3,920,417	3,937,301	4,250,021	4,368,319	5,444,907	4,664,064	4,894,087	5,135,516	5,388,917	5,563,444	5,743,849	5,930,342	6,123,138	6,322,463	6,528,549	
Expenses	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Operations	3,197,708	3,674,979	3,987,137	4,339,000	4,304,000	4,519,200	4,745,160	4,982,418	5,231,539	5,493,116	5,767,772	6,056,160	6,358,968	6,676,917	7,010,762	
Bus Yard	-	-	126,172	850,000	2,200,000	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	3,197,708	3,674,979	4,113,309	5,189,000	6,504,000	4,519,200	4,745,160	4,982,418	5,231,539	5,493,116	5,767,772	6,056,160	6,358,968	6,676,917	7,010,762	
% Increase in Operations Costs f/Prior Year	-4%	15%	8%	9%	-0.8%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Annual Balance	722,709	262,322	136,712	(820,681)	(1,059,093)	144,864	148,927	153,098	157,379	70,328	(23,922)	(125,818)	(235,830)	(354,454)	(482,214)	
Total Cash Balance	2,219,996	2,482,318	2,619,030	1,798,349	739,256	884,120	1,033,047	1,186,145	1,343,523	1,413,852	1,389,929	1,264,111	1,028,282	673,828	191,614	
Minimum Cash Reserve (15%)	479,656	551,247	598,071	650,850	645,600	677,880	711,774	747,363	784,731	823,967	865,166	908,424	953,845	1,001,537	1,051,614	
Available Cash Balance	1,740,340	1,931,071	2,020,959	1,147,499	93,656	206,240	321,273	438,782	558,793	589,884	524,764	355,687	74,436	(327,710)	(860,000)	

Notes & Assumptions:

1. Assumes City Council approves increase of 5% per year in PBID Levy Assessments for calendar year 2020-2024 and 3% thereafter.
2. Assumes average annual increase of 5% per year (based on average from prior PBID term).
3. Minimum cash reserve of 15% based on TMA Administrative Policies.
4. Does not include future delinquent PBID assessments or past due PBID revenue collected.

SCENARIO 3

	<i>Actual (Per Financial Statements)</i>			<i>Revenue & Cost Projection</i>												
Revenue	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
PBID (3% Increase/Year)	3,250,988	3,298,681	3,476,248	3,581,271	3,689,444	3,800,127	3,914,131	4,031,555	4,152,502	4,277,077	4,405,389	4,537,551	4,673,677	4,813,888	4,958,304	
City (12.29%)	455,531	522,632	547,397	637,728	528,962	570,772	598,543	627,702	658,319	690,466	724,222	759,665	796,880	835,956	861,623	
City CIP - Bus yard	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	-	-	
Other	213,898	115,988	226,376	149,320	152,359	156,930	161,638	166,487	171,481	176,626	181,925	187,382	193,004	198,794	204,758	
TOTAL REVENUE	3,920,417	3,937,301	4,250,021	4,368,319	5,370,765	4,527,829	4,674,311	4,825,744	4,982,302	5,144,169	5,311,535	5,484,598	5,663,561	5,848,637	6,024,685	
Expenses	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Operations	3,197,708	3,674,979	3,987,137	4,339,000	4,304,000	4,519,200	4,745,160	4,982,418	5,231,539	5,493,116	5,767,772	6,056,160	6,358,968	6,676,917	7,010,762	
Bus Yard Financing (\$1M @ 4.5%)	-	-	-	-	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	
Bus Yard	-	-	126,172	850,000	1,200,000	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	3,197,708	3,674,979	4,113,309	5,189,000	5,629,000	4,644,200	4,870,160	5,107,418	5,356,539	5,618,116	5,892,772	6,181,160	6,483,968	6,801,917	7,010,762	
<i>% Increase in Operations Costs f/Prior Year</i>	<i>-4%</i>	<i>15%</i>	<i>8%</i>	<i>9%</i>	<i>-0.8%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	<i>5%</i>	
Annual Balance	722,709	262,322	136,712	(820,681)	(258,235)	(116,371)	(195,849)	(281,674)	(374,237)	(473,947)	(581,236)	(696,563)	(820,407)	(953,280)	(986,078)	
Total Cash Balance	2,219,996	2,482,318	2,619,030	1,798,349	1,540,114	1,423,743	1,227,895	946,220	571,983	98,036	(483,200)	(1,179,762)	(2,000,170)	(2,953,449)	(3,939,527)	
Minimum Cash Reserve (15%)	479,656	551,247	598,071	650,850	645,600	677,880	711,774	747,363	784,731	823,967	865,166	908,424	953,845	1,001,537	1,051,614	
Available Cash Balance	1,740,340	1,931,071	2,020,959	1,147,499	894,514	745,863	516,121	198,858	(212,748)	(725,931)	(1,348,366)	(2,088,187)	(2,954,015)	(3,954,987)	(4,991,142)	

Notes & Assumptions:

1. Assumes City Council approves increase of 3% per year in PBID Levy Assessments
2. Assumes average annual cost increase of 5% per year (based on average from prior PBID term).
3. Minimum cash reserve of 15% based on TMA Administrative Policies.
4. Does not include future delinquent PBID assements or past due PBID revenue collected.
5. Assumes \$1M to be financed for Bus Yard Construction @ 4.5% interest over 10 years.