



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
Bay Street Community Room
5616 Bay Street, Emeryville, CA 94608
December 17, 2015 at 9:00AM

Chair

Geoff Sears, Wareham
Development

Vice Chair

Colin Osborne,
Novartis

Secretary

Vacant

Treasurer

Vacant

Directors

Melinda Baker
Grifols

Peter Schreiber,
Pixar

Jen Nettles,
Bay Street

Tim Bacon,
City Center Realty
Partners

Francis Collins, At-Large
Business Member

Vacant,
Residential Member

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the November 19th, 2015 Board of Directors Meeting
4. Executive Director's Report
5. Business Items
 - A. Review and Consider Approval of Transportation Agreement with Berkeley Gateway Transportation Management Association to continue providing Shuttle Operation Services for the West Berkeley Shuttle (*Attachment*)
 - B. Review and Consider Approval of the proposed Scope of Work and Budget for Gray Bowen Scott to provide continued Executive Director & Agency Management Services through December 31, 2016 (*Attachment*)
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting – January 21, 2015
8. Adjournment

A complete copy of the agenda is available for public viewing in the Emeryville City Clerk's Office at 1333 Park Avenue at least 72 hours prior to the meeting. All writings that are public records and relate to an agenda item above will be made available at the meeting. The TMA will mail a copy of the agenda or, if requested, the entire agenda packet, to any person who has filed a written request for such materials. If requested, these materials will be made available in appropriate formats to persons with disabilities. Written requests should be mailed to Emeryville TMA, 1300 67th Street, Emeryville, CA 94608. To download a copy of the agenda packet, please visit our website at www.emeryqoround.com. If you have comments or questions about this agenda, please email us at transit-info@emeryqoround.com, or call the Executive Director, Gray Bowen Scott at (925) 937-0980.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

November 19, 2015

1. Call to Order

The meeting was called to order at 9:00AM by Chair, Geoff Sears

Directors Present: Geoff Sears, Colin Osborne, Jen Nettles, Peter Schreiber, Melinda Baker, Francis Collins, Tim Bacon

Staff present: Roni Hatstrup, Mary Grinbergs, Karen Boggs (Gray-Bowen-Scott)

Others present: Ken Bukowski, Betsy Cooley, John Scheuerman, Gina Munn (MV), Laura Corona (MV), Cindy Montero (City of Emeryville)

2. Public Comments

John Scheuerman notified the ETMA Board of the upcoming service changes proposed by AC Transit.

3. New Board Director Appointment – Tim Bacon

Roni introduced Tim Bacon of City Center Realty Partners as the new ETMA Board Director appointed by Federal Realty Investment Trust.

4. Executive Director's Report

Roni presented Gina Munn, Operations manager of the Emery Go-Round Shuttle with a bonus and letter of commendation, in recognition of her excellent service over the past 3 years.

Roni reported on the status of the RM2 Grant for BART and requested direction from the Board on whether to continue with the real-time signage project, given the financial responsibility for the ETMA to maintain or replace signage when it is damaged or vandalized. Other points Roni noted include:

- *The LED signage is dated; riders are leaning towards smart phone use for schedule info.*
- *The previously proposed LED signage equipment is dated and other, more sophisticated options are available.*
- *BART has issues with vandalism, so any signage would be at risk for damage, especially if placed in a bus shelter outside of the sightlines of the BART pay gate attendants.*

Roni further requested support from the Board to research other real-time signage options and to encourage BART to handle the purchase and installation as it would benefit other transportation providers. The Board noted their support for identifying other options for signage and researching other possible uses for the RM2 funding grant. Roni agreed to contact BART to discuss options further.

Roni also provided a status update on the Bike Share program being implemented in Emeryville, noting that the City is finalizing the agreement terms with MTC.

5. Business Items

A. Review and Consider Approval of the Draft 2016 Budget

Roni provided a recap of the proposed 2016 budget as it was previously presented at the October Board of Directors meeting and made note of the \$75,000 estimated revenues for parcels which were previously not collected on, including the post office, the school district and AC Transit.

Melinda Baker motioned for approval of the 2016 Budget. Geoff Sears seconded.

This item was approved by a unanimous vote.

B. Review and Consider Approval of Amendment #1 to Shuttle Operations and Maintenance Agreement with MV Transportation, Inc.

Roni provided a recap of proposed cost forms provided by MV for 2016 and 2017 services and also provided a response from the Board regarding the termination language included in the Agreement, noting that the ETMA has the right to terminate if funding is not secured.

Melinda Baker motioned for approval of Amendment #1, Geoff Sears seconded.

This item was approved by a unanimous vote

C. Presentation of Emery Go-Round Service Options & Results of Field Test

Roni provided a recap of the proposed service changes which were presented at the prior Board of Directors meeting as well as the results of the field test, which included a new proposal to remove the Hollis Route loop around 66th and Vallejo Street due to the low ridership and access issues caused by vehicle loading and the high volume of bicycle traffic.

Roni also suggested a 2 week comment period for riders to provide feedback on the proposed changes through a designated email address accessible via the Emery Go-Round website.

Geoff suggested extending the rider comments to the end of the year.

Melinda suggested working with the City and Media to communicate changes to ensure better awareness.

Betsy noted that she liked the proposed changes because they could easily be reversed if needed.

Roni noted that she would also conduct a rider survey 6 months after implementation to obtain rider feedback of the changes.

Roni agreed to proceed with the public comment process and to extend the comment period through the end of the year, to allow sufficient time to gather feedback.

6. Suggestions/Requests from Board Members

Geoff provided a status update on ETMA governance, noting his recommendation to proceed with updating the bylaws.

This item required no action.

7. Confirm Date of Meeting

The meeting date was confirmed for Thursday, December 17th at 9:00am

8. Adjournment

The meeting was adjourned at 10:15am.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: December 17, 2015

FROM: Roni Hatstrup, Executive Director

SUBJECT: Discuss and Consider approval of a revised Transportation Agreement with the Berkeley Gateway TMA to continue providing Shuttle Operation services for the West Berkeley Shuttle through December 31, 2017

RECOMMENDATION

Board approval of the attached Draft Transportation Agreement with the Berkeley Gateway Transportation Management Association (BGTMA) for continued Shuttle Operation services for the West Berkeley Shuttle through December 31, 2017.

BACKGROUND

On March 3rd, 2011, the ETMA entered into agreement with the BGTMA to provide operation services for the West Berkeley Shuttle through December 31, 2012.

Over the past 3 years, the ETMA has authorized 3 contract amendments to extend the term of the agreement through December 31st, 2015.

DISCUSSION

The West Berkeley Shuttle operates one (1) shuttle during the commute period from the Ashby BART Station to various locations throughout the West Berkeley Area. The BGTMA contracts with the ETMA to provide the shuttle operation services.

Since the implementation of services in 2011, the service has been slightly modified to exclude service to the Berkeley Amtrak station and to extend service hours by approximately 1 hour per day. The ETMA has not imposed an increase in the reimbursement rate, since the original agreement was executed. However, due to the recently approved Shuttle Operations Agreement extension with MV Transportation, service costs will increase in 2016 and 2017.

To ensure ETMA continues to receive a modest revenue and a sufficient contingency to cover any unforeseen cost overruns associated with the West Berkeley Shuttle service, a proposed increase of \$50/day to a total daily rate of \$680, is recommended.

FINANCIAL CONSIDERATIONS

The fees paid by the BGTMA for the West Berkeley Shuttle cover all costs to run the shuttle operation and provides a modest revenue to the ETMA.

OPTIONS

The Board could elect to not approve the Transportation Agreement with Berkeley Gateway TMA. However, this would reduce the anticipated revenue from the BGTMA in the 2016 Budget.

ATTACHMENTS

1. DRAFT Transportation Agreement between the BGTMA and ETMA for Shuttle Operation Services.

TRANSPORTATION AGREEMENT

Emeryville Transportation Management Association, a California non-profit public benefit corporation (“TMA”) hereby enters into a formal Transportation Agreement (“Agreement”) with the Berkeley Gateway Transportation Management Association, a California non-profit public benefit corporation (“BGTMA”), to operate a shuttle service between Sixth Street and Dwight Avenue in Berkeley, California, and the Ashby BART Station, located at 3100 Adeline in Berkeley (collectively, the “Services”).

1. Term/Termination:

The term of this Agreement shall be for two years, effective beginning January 1, 2016 through December 31, 2017.

BGTMA may terminate this Agreement without cause by giving not less than 30 days’ prior written notice to the other party. BGTMA shall also have the right to suspend this Agreement immediately upon notice given to TMA if, in the reasonable opinion of BGTMA, the property of BGTMA’s members or the safety of its passengers or the general public has or may be threatened, or if any administrative or judicial body has suspended or revoked any license required for TMA or its contractor to provide the Services under this Agreement.

In the event of any suspension or termination of this Agreement, TMA shall immediately cease incurring any additional costs in connection with this Agreement. In such event, BGTMA’s sole obligation to TMA shall be limited to payment of fees for services already rendered by TMA up to the effective date of termination or suspension. TMA shall have the right to terminate this Agreement, without cause, by giving BGTMA 120 days’ notice.

2. Service:

TMA, through its own forces or by means of the third-party contractor, will provide the Services every business day, five (5) days per week Monday through Friday, excluding

only those holidays designated on the attached schedule. The Services will operate between the hours of 5:40 a.m. to 9:45 a.m. and 3:00 p.m. to 6:45 p.m. Monday through Friday, with exception of the following holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Post-Thanksgiving Friday
- Christmas Day

The shuttle will make continuous loops as per the route map and schedule, attached as Exhibit A. The shuttle vehicle will be minimum 28 passengers, ADA compliant and include a bike rack.

3. Fees and Expenses:

During the term of this Agreement, TMA will provide shuttle service at a cost of \$85.00 per hour based on an eight (8) hour minimum charge per day. Any increase in the hours of shuttle service provided per day will result in a corresponding increase in the daily rate charged by \$85.00 per hour.

The daily minimum charge will be \$680.00 per day. Although the above-stated costs shall apply throughout the term of this Agreement, in the event that the operator of TMA's service increases the hourly rates it charges for both the TMA's own operations and its provision of service under this Agreement, the rates stated above shall increase by the same percentage as the rate the TMA is charged by its operator.

All payments due to TMA hereunder are to be paid in U.S. dollars. BGTMA shall remit payment within thirty days of receipt of the invoice for services rendered. No payment, partial or final, by BGTMA shall: (i) be evidence of performance in whole or in part by TMA, or (ii) be regarded as acceptance of defective Services or relieve TMA from

liability under this Agreement, or (iii) constitute a waiver of any claims arising from unsettled liens, faulty or defective Services.

4. Insurance

A. If TMA provides the services by means of the third-party contractor, TMA shall ensure that its contractor shall procure and maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. TMA's contractor(s) shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of California. TMA's contractor(s) shall also procure and maintain Employer's Liability Insurance coverage for a minimum liability of \$2 million covering its employees engaged in the Services. TMA shall insure the procurement and maintenance of such insurance by all contractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall require their contractor(s) to procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
 - (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$10 million each occurrence or claim and a general aggregate limit of at least \$10 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.
 - (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$10 million each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

B. In the event TMA operates the Services directly (without utilizing a contractor) it shall provide insurance equivalent to that stated above. During any period in which TMA utilizes a contractor to operate the Services it shall maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. If it has any employees, TMA shall procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum liability of \$1 Million Dollars covering TMA's employees engaged in the work. TMA shall insure the procurement and maintenance of such insurance by all subcontractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
 - (a) Commercial General Liability insurance providing bodily injury and property damage coverage (with a combined single limit) of at least \$1 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.
 - (b) If the TMA owns or operates any vehicles, it shall maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

- C. Prior to commencing the Services, TMA shall file a Certificate(s) of Insurance with BGTMA evidencing the required coverages and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said Certificate(s) shall stipulate:
- (1) The insurance company(ies) issuing such policy(ies) shall give written notice to the BGTMA of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation or modification.
 - (2) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which the TMA (or contractor) is liable up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the BGTMA.
 - (3) The policy shall also stipulate: Inclusion of the BGTMA shall not in any way affect the rights of such additional insureds with respects to any claim, demand, suit or judgment made, brought or recovered against the TMA, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- D. The insurance policy(ies) shall be written by an insurance company or companies acceptable to BGTMA. Such insurance company shall be authorized to transact business in the state of California.
- E. TMA shall also assure that any third party contractor engaged by TMA to operate the Services shall, at its own cost and expense, procure and maintain during the term of this Agreement, comprehensive public liability (including bodily injury, property damage, and automobile liability) insurance coverage for its operation of the Services in an amount equaling or exceeding the minimum amounts required as a condition to each transportation provider's authority to operate by the Public Utility Commission or other

city, agency or governing body conferring said authority. TMA will furnish the BGTMA with a copy of the Certificate of Insurance of each contractor prior to that contractor's operation of the Services.

5. Indemnification/Limitation on Liability:

- A. TMA will indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless from any loss, expense (including counsel fees), cost liability, damage, or claim (collectively “Loss”) resulting from third party claims, advertising injury or personal injury, including death, or for damage to property arising from TMA’s negligence in performing the Services, except to the extent such Loss is due to BGTMA’s negligence (a “Claim”).

- B. TMA shall indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless with respect to any Loss related or arising out of any assertion that they should be deemed the “employer” or “joint employer” of any individual performing Services under this Agreement. In any and all claims for any Loss against any of BGTMA by any employee of TMA or its contractor, or by anyone directly or indirectly employed by TMA, or anyone for whose acts TMA may be liable, TMA’s indemnity obligations of this Section (B) shall not be limited in any way by any limitation on the amount or type of damages under workers’ compensation, disability benefits, or any other employee benefits.

- C. TMA agrees to provide indemnification as set forth of this Section (C) for a Claim; provided that (1) BGTMA promptly notifies TMA in writing of such Claim, (2) TMA has sole control of the defense of and all settlement negotiations relating to such Claim, and (3) BGTMA cooperates fully in the defense of the Claim.

6. Maintenance:

TMA will provide maintenance, cleaning and fuel to the operated vehicle(s).

7. Vehicle:

TMA will be responsible for providing any vehicle to operate this shuttle service.

8. Permits and Licensing:

TMA or its contractor shall at all times maintain all operating permits and insurance necessary or appropriate for its operating of the shuttle service in accordance with this Agreement. Without limiting the foregoing, TMA vehicles shall at all times maintain valid operating permits from the Californian Public Utilities Commission.

9. Drivers:

All drivers providing the Services shall at all times hold Class B Commercial Drivers Licenses with a passenger endorsement, and shall otherwise meet the minimum operating standards promulgated by the Californian Public Utilities Commission for commercial drivers carrying passengers. Additionally, BGTMA shall have the right to request the replacement of any driver, with or without reason, upon written notice to TMA, whereupon TMA will no longer permit such driver to service BGTMA.

10. Inspection and Audit:

BGTMA shall have the right to all reasonable times to examine all books, records and accounting data, vehicle facilities, including without limitation all permits and licenses, personnel relating to the provision of services by TMA under this Agreement, to determine whether the same are in conformity with the requirements of this Agreement. All such books, records and documents shall be made available to BGTMA promptly upon written demand, and BGTMA shall be permitted to make and retain copies thereof or extracts the form for all proper purposes. BGTMA shall have the right to audit under this provision for up to three (3) years after the expiration or termination of this Agreement.

BGTMA is under no obligation to supervise or inspect TMA, or to report to TMA any results of BGTMA's examinations. Any review or inspection by BGTMA is entirely for its own purpose to determine whether TMA is properly conducting itself in accordance with the terms of this Agreement or otherwise to preserve BGTMA's rights hereunder. Under no circumstances shall any such review or inspection be construed in any way as a

representation that TMA has complied with the terms of this Agreement or has met the requirements hereof with respect to the quality of drivers and services furnished, for which TMA shall remain solely responsible.

11. Safety and Site Access:

TMA shall provide for the safety of their employees, all passengers and the general public in performing services under this Agreement and shall keep all vehicles in operation free from safety hazards and the accumulation of waste material or rubbish.

12. Additional Services:

TMA will perform all tasks necessary to manage, staff and operate the Services on an uninterrupted basis throughout the term of this Agreement. TMA will be exclusively responsible for providing drivers to perform all services required under this Agreement. TMA will provide trained, English-speaking drivers to operate the daily shuttle. Back-up drivers and will be provided by TMA should there be any problems with the designated drivers.

13. Notices:

BGTMA: BGTMA
c/o Bayer HealthCare
 800 Dwight Way
 Berkeley, CA 94710
 Attention: Manager Community Relations

Copy to: Bayer HealthCare, LLC
 800 Dwight Way
 Berkeley, CA 94710
 Attention: Senior Counsel, Law and Patents

Wareham Development
 1120 Nye Street, Suite 400
 San Rafael, CA 94901
 Attention: President

TMA: TMA
c/o Gray-Bowen-Scott.

1676 N. California Blvd., Suite 400
Walnut Creek, CA 94596
Attn: Executive Director

All notices will be deemed received on receipt if personally delivered, the next day if sent by overnight courier or three (3) days following the date of mailing, if mailed. Either party may change its address for the purposes of this Agreement by giving thirty (30) days' advance written notice of such change to the other party.

14. Independent Contractor:

The relationship between TMA and BGTMA is, and shall at all times remain, solely that of customer (BGTMA) and independent contractor (TMA) and not one of employer/employee or principal and agent or representative. Neither party shall be authorized to enter into any contracts or agreement nor otherwise bind or represent the other. The personnel performing services under this Agreement shall at all times be under the exclusive direction and control of TMA and shall not be employees of BGTMA. TMA shall be solely responsible for paying all wages, salaries and other amounts due its employees, and paying and withholding all federal, state and local taxes on labor, materials and equipment supplied under or used in connection with the service provided by it under this Agreement.

15. Entire Agreement:

This Agreement contains the entire agreement between the parties relating thereto and all prior offers, negotiation and agreements are superseded hereby, provided that this Agreement may be altered or amended in the future by written agreement of the parties. The terms of this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns, provided however, that this Agreement is personal to TMA and may not be assigned by it to any other person or entity without BGTMA's prior written consent.

16. Governing Law:

This Agreement shall be governed by the laws of the State of California. Any dispute under this Agreement shall be decided in the federal or state courts of the State of California.

17. Compliance with Laws:

TMA shall at all times operate its business and the shuttle service in compliance with all applicable federal, state and local laws, statutes, codes, rules, permits, licenses, approvals and governmental requirements now or hereafter in effect.

IN WITNESS WHEREOF, authorized officers of the parties have executed this Agreement as of the date set forth below.

Date: _____

For Berkeley Gateway Transportation Management Association

Date: _____ , _____

For Emeryville Transportation Management Association

December 9, 2015

Geoffrey Sears, Chair
Emeryville Transportation Management Association
1300 67th Street
Emeryville, CA 94608

Re: Proposal for 2016 Executive Director & Agency Management Services

Dear Mr. Sears,

We are pleased to furnish you with our proposed scope of services, cost proposal and fee schedule for ETMA Executive Director and Agency Management services for 2016.

The scope of work and cost estimate attached reflects our proposed work plan for next year. We anticipate a 15-20% increase in our services as we increase Emery Go-Round shuttle services and navigate through the organizational changes imposed under the new PBID Management Plan.

We thank you for allowing us the opportunity to continue providing management and administration services to the organization. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,



Veronica 'Roni' Hatstrup
Program Manager

Attachment: 2016 Scope of Services
2016 Cost Proposal
2016 Gray Bowen Scott Fee Schedule

EXHIBIT A

GRAY-BOWEN-SCOTT 2016 SCOPE OF WORK FOR EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AGENCY MANAGEMENT & ADMINISTRATION SERVICES

Gray-Bowen-Scott will provide Agency Management & Administration services for the Emeryville Transportation Management Association (TMA), essentially providing staff for the organization. Primary staffing positions include Executive Director and Operations Administrator & Executive Assistant. A broad description of services include TMA and PBID general and financial management; administrative support for the Board of Directors; management and oversight of the operations and maintenance contractor; coordination with City of Emeryville; service planning and implementation; public and membership outreach; and vehicle and other procurements.

Our scope of services is divided up into the following tasks. A proposed allocation of time for each task is shown on the attached staffing and cost proposal.

I. TMA SERVICES

TASK 1. ASSOCIATION ADMINISTRATION, BOARD SUPPORT & FINANCIAL MANAGEMENT

❖ Association General Management

- Ensure compliance with governing documents, including the TMA Bylaws and Administrative Policies;
- Ensure compliance with new regulations set forth in the PBID Management Plan via the Shuttle Funding Agreement with the City of Emeryville.
- Adhere to Board-established policies and procedures and safeguard the Association's assets and reputation.
- Ensure compliance with current local, state, and federal regulations and requirements.
- Maintain insurance policies and other documents required for prudent TMA operation and compliance with laws.
- Maintain filing system for TMA documents/records and consolidate documents as needed for the annual audit and other reporting needs.
- Coordination with landlord on property or lease matters.
- Respond to general information requests from TMA Members.
- Coordinate with legal counsel as needed on claims or various matters which warrant a legal opinion.

❖ Board of Directors Support

- Prepare, disseminate, and maintain (at TMA offices) Board communications and actions: meeting notices and agendas, staff reports, official summaries/minutes, rosters, calendars, operations and financial reports, per Board policies and procedures and the Brown Act. Task includes posting appropriate material on TMA website.
- Ensure access to all TMA records by Board of Directors, Association Members, and public (as may be required by the Brown Act).
- Provide staff support at Board and Committee meetings.

- Recruit new Board Directors as needed.
- Conduct orientation session with new Board Directors. This includes preparation of a Director Handbook which includes, but not limited to; governing documents, budgets (current and two prior years), audited financial statements, and key service contracts (over \$10,000).
- Inform the Board and/or appropriate Officers and/or Board committees of pertinent developments.
- Anticipate and inform the Board of emerging issues and trends; recommend actions to address the future viability of the Association and its services.
- Annually, support the Board in evaluating the performance of the Executive Director.
- In the event of emergency situation or service disruptions, keep Board informed of actions taken. When necessary, call or convene emergency meeting of Board or Executive Committee of the Board to authorize responsive action.
- Prepare for and facilitate the election of two (2) Business Directors at the Annual Membership Meeting.
- Coordinate with the City of Emeryville on the appointment of two (2) Residential Members and Directors.

❖ **Financial Management**

- Prepare annual budget for Board approval including cost assumptions and analysis of trends.
- Negotiate and recommend to the Board for approval, all contracts, equipment leases, service agreements and consulting agreements in accordance with the organizations Administrative Policies.
- Coordinate and monitor the annual PBID assessment levy process with City and consultants; liaison with the City regarding PBID fund balance held by City.
- Prepare, in conjunction with accountant, periodic financial reports and statements for the Board, per established policies, procedures and calendars.
- Approve, or submit for Board of Directors approval, all invoices from vendors and contractors for payment by accountant per established policies.
- Monitor budget and manage cash flow.
- Ensure filing of annual tax returns and annual audit with appropriate recipients.
- Deposit all funds received per approved investment policy.
- Execute Participation Agreements with Direct Payers, as needed.

TASK 2. OPERATIONS & FLEET MAINTENANCE, MANAGEMENT & OVERSIGHT

❖ **Emery Go-Round**

- Implementation of proposed commute service plan, including development of new route guide layout, final development of new route maps, development of new commute service schedules, coordination with Operations Manager on development of job list, implement changes with NextBus, 511.org and MTC, as needed.
- Oversee the performance of operations and maintenance contractor to ensure that the work is done in accordance with the terms and conditions in their contract with the TMA; manage contractor's contract and budget.
- As necessary, review cost effectiveness of the Emery Go-Round Shuttle service.
- Monitor contractor performance against service standards and goals adopted by the Board.
- Oversee the condition, cost and availability of the fleet through management of the fleet acquisition plan.

- Make recommendations to the Board of Directors regarding the replacement and composition of vehicle fleet. Prepare cost/benefit analysis to evaluate the best strategy for procuring the vehicles (lease, buy, finance). As needed, solicit proposals for vehicle purchases and/or leases and prepare newly acquired buses for service.
- Track, monitor and follow up as necessary on complaints, accidents and incidents.
- Oversee facilities management and security.
- Analyze and review maintenance procedures, conformity of work and determine maintenance efficiencies.
- Conduct quarterly analyses of route performance, cost efficiencies, on-time performance, and other service performance indicators on an ongoing basis.
- Coordinate as needed with NextBus to ensure GPS equipment is properly functioning.
- Oversee transition of equipment and service to the new 3G network as required by NextBus.
- Seek options for and implement purchase and installation plan for new LED bus signage.
- Prepare quarterly ridership reports for Board review.
- Prepare rider notifications for vehicle and web posting, as needed.

TASK 3. PLANNING & NEEDS ASSESSMENT

- Identify service enhancements to improve shuttle accessibility.
- Evaluate partnerships with vendors and suppliers to explore new technology, funding opportunities and other ways to continue/improve delivery of services.
- Liaison with City and others to address roadway, sidewalk and other infrastructure issues for the delivery of high quality transit service.

TASK 4. PUBLIC & MEMBERSHIP OUTREACH

- Develop and facilitate distribution and collection of a 2016 Rider Survey to determine rider satisfaction, particularly with any service plan changes.
- Communicate with members to monitor their opinion of Emery Go-Round service and address concerns as needed.
- Participate in up to three community and/or employer based outreach events.
- Manage the update of the website, written material, brochures, and other public information documents and web information at least annually to ensure that it is user friendly and promotes the mission of the TMA.
- Respond to questions or complaints per protocols established by the Board.
- Foster and maintain a positive, highly visible public image for the TMA.
- Provide public relations liaison to press, public agencies and community organizations as needed.
- Develop and manage the distribution of the Annual Report.

TASK 5. LIAISON TO PUBLIC AGENCIES & TRANSIT ORGANIZATIONS

- As needed, represent TMA at regional transportation/transit meetings (MTC, AC Transit, BART) and local government agency meetings.
- Coordination with BART to continue improvements with access to MacArthur BART.
- Partner and collaborate with the City of Emeryville on new TDM initiatives or infrastructure improvements to enhance shuttle access throughout the City.
- Attend City of Emeryville's Transportation Committee on an as-needed basis.
- Attend City Council meetings, as needed.

TASK 6. SPECIAL PROJECTS

❖ Bus Stop Installation Project

Oversight of signage contractor for manufacturing and installation of new Emery Go-Round bus stop signage throughout the City, including;

- i. Development of work scope for signage installation.
- ii. Finalize signage design and bus stop details.
- iii. Ensure proper permitting is obtained from the City for sign installation.
- iv. Coordination with the City Public Works Director on any necessary pole installations.

❖ Research of New Technologies

- a. Research options for improved technology to enhance rider experience such as Transit Screen, Google Transit Feed, and other possible applications to increase awareness of the Emery Go-Round service.
- b. Evaluate options for improved real-time tracking systems.
- c. Evaluate options for improved passenger counting technologies.

II. REIMBURSABLE SERVICES

Services provided under the “reimbursable services” category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to ETMA core service tasks shown above.

TASK R1. 8 TO GO PARATRANSIT SHUTTLE SERVICE (CITY OF EMERYVILLE)

- Operations oversight.
- Coordination with the City on various operational matters.
- Contract Management - facilitate renewals and/or modifications to the Paratransit Funding Agreement as needed.
- Preparation of supporting documentation for invoices

TASK R2. WEST BERKELEY SHUTTLE (BERKELEY GATEWAY TMA)

- Operations oversight.
- Coordination with BGTMA on various operational matters.
- Contract Management – facilitate renewals and modifications to the Transportation Agreement as needed.
- Planning for service expansion and/or possible TDM enhancements (ETMA bills to BGTMA in addition to daily rate.)

EXHIBIT C
GRAY-BOWEN-SCOTT
COST PROPOSAL FOR
EMERYVILLE TMA
Services from January 1, 2016 through
December 31, 2016

GRAY-BOWEN					
Name	Roni Hatstrup	Karen Boggs	Mary Grinbergs	Total Hours GBS	Total Cost Per Task
Job Title	Executive Director	Operations Administrator	Executive Assistant		
Task #	Rate	\$180	\$150	\$80	

Assumptions

TMA SERVICES

Task #	Description	Roni	Karen	Mary	Total Hours	Total Cost	Assumptions
1	Association Administration, Board Support & Finance Management	500	125	500	1125	\$ 148,750	Roni @ 10 hrs/wk, Karen @ 2.5 hrs/wk and Mary @ 10 hrs/wk.
2	Operations and Fleet Maintenance and Oversight	180	500	125	805	\$ 117,400	Roni @ 3.5 hrs/wk, Karen @ 10 hrs/wk and Mary @ 2.5 hrs/wk.
3	Planning & Needs Assessment	20	20	20	60	\$ 8,200	Allowance of hours based on scope of work.
4	Public & Membership Outreach	125	85	125	335	\$ 45,250	Allowance of hours based on scope of work.
5	Liaison to Public Agencies and Transit Organizations	120	70	40	230	\$ 35,300	Allowance of hours based on scope of work.
6	Special Projects	100	140	68	308	\$ 44,440	Allowance of hours based on scope of work.
	Expenses					\$ 660	
Total Estimate for TMA Services		1,045	940	770	2863	\$ 400,000	

REIMBURSABLE SERVICES³

Assumptions

Task #	Description	Roni	Karen	Mary	Total Hours	Total Cost	Assumptions
R1	8 to Go Paratransit Shuttle (City of Emeryville/ACTC) ⁵	12	20	12	44	\$ 6,120	Roni @ 1 hr/mo., Karen @ 1-2 hrs/mo and Mary @ 1 hr/mo
R2	West Berkeley Shuttle (BGTMA) ⁴	12	40	9	61	\$ 8,880	Roni @ 1 hr/mo., Karen @ 1-2 hrs/mo and Mary @ less than 1 hr/mo.
Total Estimate for Reimbursable Services		24	60	21	105	\$ 15,000	

Grand Total: 1,069 1,000 791 2968 \$ 415,000

Notes:

- Costs invoiced will be for actual services performed. Actual costs depends on extent of services requested by ETMA.
- Hours may be shifted amongst other staff members as appropriate, to provide the most efficient level of service.
- Services provided under the "reimbursable services" category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to ETMA core service tasks shown above.
- West Berkeley Shuttle services are reimbursed to the TMA at a daily rate for operations oversight. Efforts involving planning of future service will be reimbursed to the TMA on a time and material basis.
- Time and materials for 8 to Go services are reimbursed by the City on a monthly basis. All management time incurred by Gray Bowen Scott is tracked separately and are fully reimbursed by the City.