



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
City Hall, Garden Room
1333 Park Avenue
Emeryville, CA 94608
July 15, 2016 at 11:00AM

Chair

Geoff Sears, Wareham
Development

Vice Chair

Colin Osborne,
Novartis

Secretary

Jen Nettles,
Bay Street

Treasurer

Vacant

Directors

Melinda Baker
Grifols

Peter Schreiber,
Pixar

Tim Bacon,
City Center Realty
Partners

Francis Collins, At-Large
Business Member

Vacant,
Residential Member

1. Call to Order
2. Public Comment
3. Introduction of City Appointed Residential Directors
4. Appointment of Officers
 - A. Chair
 - B. Vice Chair
 - C. Secretary/Treasurer
5. Approval of the Minutes of the June 16th, 2016 Board of Directors Meeting
6. Business Items
 - A. Fleet Financing
 - i. Review and Discuss Financing Options for Fleet Acquisition (*Attachment*)
 - ii. Authorize Executive Director to execute finance/lease agreement with selected Lender for the acquisition of three (3) vehicles
 - B. Review and consider approval of the 2017 Preliminary Budget and PBID Levy Recommendation (*Attachment*)
 - C. Review and consider approval of Fixed Price Product & Services Maintenance Support Agreement with Syncromatics (*Attachment*)
 - D. Review and Consider Approval of Amendment #6 to the Paratransit Shuttle Service Agreement with the City of Emeryville for continued Operations and Vehicle Maintenance Services for the 8 to Go Shuttle (*Attachment*)
7. Suggestions/Requests from Board Members
8. Confirm date of Next Meeting – August 18th, 2016
9. 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

June 16th, 2016

1. Call to Order

The meeting was called to order at 9:14AM by Chair, Geoff Sears

Directors Present: Geoff Sears, Peter Schreiber, Tim Bacon, Jen Nettles

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

Others Present: Ken Bukowski, Colin Osborne, Bobby Lee

2. Public Comments

Ken Bukowski commented on the new governance structure, noting his disapproval.

3. Approval of Minutes of the May 19th, 2016 Board of Director

The item was approved by a unanimous vote.

AYE: 4

Geoff Sears, Jen Nettles, Peter Schreiber and Tim Bacon

NAY: 0

ABSTAIN: 0

4. Executive Director's Report

Roni informed the Board of the notice of lease termination for the Emery Go Round bus yard, noting the lease ending date of December 31st, 2016.

Roni also shared her concerns with finding a new location, noting the following challenges:

- Short time frame (6 months).*
- Real estate and lease costs are on the rise.*
- Limited space in Emeryville.*
- Higher costs in operations and possible security issues, if new location is established outside of Emeryville.*
- Bus yards are generally not desired in various parts of the community, limiting the options available.*

Roni noted that she is in coordination with the City to identify possible options for a site within Emeryville. She further noted that a few options are under consideration which are being pursued by City staff, but are likely temporary (5 years or less) and that a real estate agent is also engaged.

Roni also provided a status update on the service plan implementation, noting that the new bus schedules and job list were completed and that the next steps would include the development of the route guides, issuance of the notice to proceed to the shuttle operator, and the issuance of the notice to riders of the upcoming changes.

Roni also noted that the implementation of the service plan would coincide with the bus stop signage project and the potential transition to a new real-time tracking system.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

June 16th, 2016

5. Business Items

A. Review and Accept the Independent Auditor's Report for Financial Statements for Year Ending December 31, 2015 (Attachment)

Audit Committee member, Tim Bacon made a recommendation to the full Board to accept the Independent Auditor's report. Geoff Sears motioned for acceptance of the Auditors Report. Jen Nettles seconded the motion.

AYE: 4

Geoff Sears, Peter Schreiber, Jen Nettles and Tim Bacon

NAY: 0

ABSTAIN: 0

B. Review and Accept the Tax Documents for Year Ending December 31, 2015 (Attachment)

Audit Committee member, Tim Bacon made a recommendation to the Full Board to authorize the filing and signing of the 2015 State and Federal Tax Documents. Geoff Sears motioned to authorize the filing and signing of the State and Federal Tax documents. Jen Nettles seconded.

AYE: 4

Geoff Sears, Peter Schreiber, Jen Nettles and Tim Bacon

NAY: 0

ABSTAIN: 0

C. Authorize Staff to Execute Lease Agreements with Creative Bus Sales for the acquisition of 3 vehicles (Buyers Order Attachment)

Roni provided an overview of the Emery Go-Round fleet, which included 7 vehicles which are reaching their maximum life expectancy and noted her recommendation to trade in one El Dorado National transit coach and acquire three (3) 2016 Starcraft Allstar cutaway vehicles via a three year lease agreement at a 4.7% interest rate. Roni noted that the total acquisition cost of \$422,000 which includes a \$25,000 credit for the vehicle trade in.

Jen Nettles suggested the fleet plan be modified to include the fleet needs of the TMA, rather than a plan that is confined to the secured revenue stream.

Geoff Sears made a request for staff to research other long term financing options to allow for more buying capacity. Roni agreed to research alternative financing options to report back to the Board at the next meeting.

Geoff motioned to approve the bus purchase and trade-in lease, subject to Roni reporting back on the alternative financing options. Jen Nettles seconded.

AYE: 4

Geoff Sears, Peter Schreiber, Jen Nettles and Tim Bacon

NAY: 0

ABSTAIN: 0

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

June 16th, 2016

- D. Review and consider approval of the 2017 Preliminary Budget and PBID Levy (Attachment)
Roni presented the 2017 preliminary budget and her recommendation for a 3% increase in the PBID Assessment and noted that she would not be requesting Board approval of the recommendation until the Residential Members were appointed.

Approval deferred. No action taken.

- E. Real-Time Tracking Application & Reporting System

Karen Boggs presented the process and options considered for a new real-time tracking system, noting staff's recommendation of Syncromatics. Karen elaborated on the various amenities offered with the Syncromatics system, such as an Emery Go-Round branded SmartPhone application, improved performance reporting and ridership tracking by stop.

Jen inquired about whether the smartphone app would allow advertising banners and whether staff would develop policies for the distribution of performance reporting. Staff agreed to confirm whether advertising banners would be permitted and to consider the development of a real-time reporting policy and/or procedure.

Tim Bacon inquired about whether the cost of the new system was included in the 2016 Budget. Roni noted that the initial cost proposed by Syncromatics exceeded the approved budget for communications, however noted that line item budget overrun would likely be absorbed within the total approved budget.

Geoff inquired about the number of years Syncromatics has been in business and the number of clients they serve. Staff noted that they would report back to the Board with more details when they return to the Board to request contract approval.

Roni further clarified that the request of the Board was to authorize staff to begin contract negotiations with Syncromatics and to terminate the service agreement with NextBus.

Jen Nettles made a motion to authorize staff to begin negotiations with Syncromatics and to terminate services with NextBus. Tim Bacon seconded.

AYE: 4

Geoff Sears, Peter Schreiber, Jen Nettles and Tim Bacon

NAY: 0

ABSTAIN: 0

6. 1st Quarter Financial Report (Attachment)

Roni reported that the costs to date are trending under budget at 20% in Quarter 1.

Tim Bacon requested future reports be modified to include the variance in dollars.

No action required.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

June 16th, 2016

7. 1st Quarter Ridership Report (Attachment)

Roni reported that Ridership dropped rather significantly in March, however noted that Spring Break may have been a key factor in the decline.

8. Suggestions/Requests from Board Members

Geoff requested that the Board consider issuing a formal request to the City to improve traffic control within the City, specifically as it relates to the high volumes of traffic during the holidays.

9. Confirm Date of Meeting

Roni noted that the next meeting is scheduled for July 21st, however noted the possibility of scheduling a Special Meeting to approve the recommendation for the 2017 Levy increase in early July.

10. Adjournment

The meeting was adjourned at 10:41AM.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: July 13, 2016

FROM: Roni Hatstrup, Executive Director

SUBJECT: Review of Fleet Financing Options & Authorization for Executive Director to Execute Finance Agreements with Selected Lender

RECOMMENDATION

Board authorization to enter into a finance agreement with Balboa Capital, or other preferred Lender, for a term of 60 months and to provide authorization for Executive Director to execute all financing documents, upon approval of the Chair.

BACKGROUND

At the June 16th Board of Directors meeting the Board approved the acquisition of three (3) 2016 Starcraft Allstar 40' cutaway shuttle buses and directed staff to research other financing options available and to modify the fleet acquisition plan to reflect the needs of the service, rather than a plan constrained to the anticipated funding.

DISCUSSION

The fleet acquisition plan has been modified to reflect the fleet needs required to meet the anticipated demand in service and to provide additional vehicles to sustain the service when vehicle repairs and maintenance demands are high. The Plan has also been updated to reflect the anticipated financing rates using the following 3 scenarios:

1. Cash Purchase
2. 36 Month Term
3. 60 Month Term

The summary attached, shows the variance from one scenario to the other, as well as a variance with the anticipated secured revenue.

The following finance rates were provided:

Wells Fargo Equipment Financing (through Creative Bus Sales): 4.7%/5.3%

Wells Fargo Equipment Financing: 3.99%

Bank of America: 3.25%/4.5%

Balboa Capital: 2.5%/2.8%

Final payment amounts and interest rates are to be confirmed.

The Plan also reflects a 50% increase in fleet vehicles through 2029.

Further analysis of anticipated growth and cost projections to meet the anticipated ridership demand will be provided at the next Board of Directors meeting.

FINANCIAL CONSIDERATIONS

The annual payments are expected to be within the approved 2016 Budget line item for Bus Purchases & Leases.

ATTACHMENTS

1. Fleet Acquisition Summary & Financing Comparison.

Additional financing documents are being finalized and will be provided as a handout at the meeting.

Fleet Acquisition Scenario's

Acquisition Scenario's	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029+	Total	Delta f/Cash Purchase
Cash Purchase ¹	\$ 1,129,526	\$ 919,306	\$ 159,306	\$ 53,100	\$ 324,000	\$ 987,000	\$ 840,000	\$ 513,000	\$ 1,047,000	\$ 890,500	\$ 181,500	\$ -	\$ 377,500	\$ 577,500	\$ 7,999,238	
36 Mo. Term ²	\$ 528,526	\$ 672,556	\$ 672,556	\$ 453,350	\$ 116,000	\$ 476,000	\$ 785,000	\$ 859,500	\$ 889,500	\$ 915,500	\$ 794,000	\$ 546,000	\$ 430,000	\$ 581,000	\$ 8,719,488	\$ 720,250
60 Mo. Term ³	\$ 474,526	\$ 480,806	\$ 480,806	\$ 374,600	\$ 393,900	\$ 546,200	\$ 488,700	\$ 607,800	\$ 853,800	\$ 992,400	\$ 812,100	\$ 709,700	\$ 728,000	\$ 1,120,700	\$ 9,064,038	\$ 1,064,800

Anticipated Variance (per Scenario)

Anticipated Annual Allowance

(w/ secured revenue)⁶

Variance (Cash)

Variance (36 Mo. Term)

Variance (60 Mo. Term)

\$ 478,000	\$ 493,000	\$ 508,000	\$ 523,000	\$ 538,000	\$ 554,000	\$ 571,000	\$ 589,000	\$ 607,000	\$ 625,000	\$ 644,000	\$ 663,000	\$ 683,000	\$ 704,000	\$ 8,180,000
\$ (651,526)	\$ (426,306)	\$ 348,694	\$ 469,900	\$ 214,000	\$ (433,000)	\$ (269,000)	\$ 76,000	\$ (440,000)	\$ (265,500)	\$ 462,500	\$ 663,000	\$ 305,500	\$ 126,500	\$ 180,762
\$ (50,526)	\$ (179,556)	\$ (164,556)	\$ 69,650	\$ 422,000	\$ 78,000	\$ (214,000)	\$ (270,500)	\$ (282,500)	\$ (290,500)	\$ (150,000)	\$ 117,000	\$ 253,000	\$ 123,000	\$ (539,488)
\$ 3,474	\$ 12,194	\$ 27,194	\$ 148,400	\$ 144,100	\$ 7,800	\$ 82,300	\$ (18,800)	\$ (246,800)	\$ (367,400)	\$ (168,100)	\$ (46,700)	\$ (45,000)	\$ (416,700)	\$ (884,038)

FOOTNOTES & ASSUMPTIONS

1. Cash Purchase, no interest, escalated appx. 2% per year thereafter.
2. 36 Mo. Term @ 2.5% financing in 2016, then escalated appx. 3% per year thereafter.
3. 60 Mo. Term @ 3% financing in 2016, then escalated appx. 3% per year thereafter.
4. Planned vehicle replacement @ 7 years for cutaway shuttles.
5. Planned 50% increase in fleet (10 vehicles) through 2029.
6. Assumed 3% increase per year in Anticipated Annual Allowance (w/secured revenue)

2017 Preliminary Budget

EMERY GO-ROUND

	2016			2017			
Revenue	Budgeted Revenue	Actual Revenue to Date (as of May 30th)	%	Scenario 1 0% Increase	Scenario 2 3% Increase (staff recommendation)	Scenario 3 5% Increase	Notes
PBID Revenue							
PBID Revenue	3,409,869			3,409,869	3,512,166	3,580,363	
District Related Costs	(158,882)			(158,882)	(158,882)	(158,882)	
Net PBID	3,250,988	1,625,494	50%	3,250,988	3,353,284	3,421,481	
Non-PBID Revenue							
City of Emeryville - General Benefit Contribution	455,531	455,531	100%	490,673	490,673	490,673	Assumed 12.29% of Total Budget.
ETMA Billed Revenue	100,000	92,722	93%	92,722	95,504	97,358	Adjusted to reflect new PBID rates and elimination of residential parcels within the PBID Boundary.
BGTMA Revenue	30,000	29,844	99%	50,000	50,000	50,000	Revenue for EGR service to Berkeley Bowl for West Berkeley Shuttle Connection.
Misc. Revenue (Charter services, interest income, etc.)	10,000	64,593	646%	3,000	3,000	3,000	In 2016 received \$54k for property tax refund and \$6k for sale of salvage buses. 2017 estimate if for interest income and charter
Subtotal Non-PBID Revenues	595,531	642,690	108%	636,395	639,177	641,032	
Total Revenue	3,846,519	2,268,184	59%	3,887,383	3,992,461	4,062,512	

	2016			2017	
Expenditures	Budgeted Expenditures	Expenditures To Date (as of April 30th)	%	Estimated Expenditures	ASSUMPTIONS
Direct Costs					
Bus Leases/Purchases	478,000	164,151	34%	490,000	Acquisition of 5 vehicles in Jan 2017 (60 Mo. Finance Term).
Maintenance	375,000	145,260	39%	396,000	
Operations Contract	1,610,000	588,393	37%	1,670,000	No change in service after implementation of the new service plan in summer 2016.
Fuel	375,000	70,266	19%	350,000	Assume fuel costs will rise again in 2017.
Communications	60,000	3,869	6%	60,000	
Miscellaneous Operating Costs	30,000	2,869	10%	20,000	
Subtotal Direct Costs	2,928,000	974,808	33%	2,986,000	
Indirect Costs					
Professional Services	465,000	157,688	34%	475,000	
Office Expenses	5,000	1,299	26%	5,000	
Occupancy	145,000	48,672	34%	250,000	Unknown lease rate for bus yard.
Membership & Public Outreach Materials	17,000	1,369	8%	13,500	
Pilot Projects and Research	25,000	-	0%	25,000	
TMA Insurance	10,000	-	0%	10,000	
Conferences, Conventions, Meetings	1,000	-	0%	1,000	
Subtotal Indirect Costs	668,000	209,028	31%	779,500	
Total TMA Operating Budget/Expenses	3,596,000	1,183,836	33%	3,765,500	
Replenishment of ETMA Cash Reserve					
Estimated Revenue Shortfall	75,000	-		75,000	
Deposit to Cash Reserve	175,519	-		151,961	Replenish ETMA cash reserve from bus yard relocation and acquisition (est. fall 2016).
Total Cash Reserve	250,519	-		226,961	
TOTAL BUDGET/EXPENSES	3,846,519	1,183,836	31%	3,992,461	

Cash Balance Summary (2016-2017)	2016	Notes
Carryover Cash Balance (as of Jan 1, 2016)	608,664	
2016 Estimated Balance to be Applied to ETMA Cash Reserve	175,519	
Projected Cash Balance on Dec 31, 2016	784,183	
<i>Bus Yard Relocation/Acquisition (fall 2016)</i>	<i>(500,000)</i>	<i>Expense not included in 2016 Budget. Anticipate a draw from Cash Reserve.</i>
2017 Estimated Balance to be applied to ETMA Cash Reserve	151,961	
Total Projected Cash Balance on Dec 31, 2017	436,144	Recommend a cash balance equal to 2 months operating expenses (\$575k)

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: July 13, 2016

FROM: Roni Hatstrup, Executive Director

SUBJECT: Review & Consider Approval of Fixed Price Product & Services Maintenance Support Agreement with Syncromatics Corporation

RECOMMENDATION

Board approval of Fixed Price Product & Services Maintenance Support Agreement for the implementation and maintenance of a new real-time tracking system.

BACKGROUND

At the June 16th Board of Directors meeting the Board authorized staff to terminate services with NextBus and to begin negotiations with the top ranked service provider, Syncromatics.

DISCUSSION

The attached services agreement has been reviewed and modified by staff, including legal counsel. The initial term of the agreement is 5 years, with the option to extend upon terms mutually agreed to by both parties. Staff successfully negotiated a 15% cap in annual service fee increases after the 5 year term, to ensure there are no significant rate hikes after the initial contract term. Staff also modified the agreement to allow for relief of payment commitments if the Agreement is terminated early.

The price & payment for the five year term is \$175,858, to be paid in accordance with the payment schedule listed below (and included as Attachment B):

2016 Payments

Due upon execution of contract (est. Aug 2016):	\$23,028
Due upon full system deployment (est. Sep 2016):	\$39,555
<u>Due upon system acceptance (est. Oct 2016):</u>	<u>\$22,655</u>
Subtotal (2016 Payments):	\$85,238

Annual Payments (beginning Oct 2017*): \$22,655

**Assuming system acceptance in October 2016.*

FINANCIAL CONSIDERATIONS

The initial costs of \$85,238 exceeds the line item budget of \$60,000 for Communications in the approved 2016 Budget. Any cost overruns for 2016 will be covered by the ETMA's cash reserve.

ATTACHMENTS

1. Fixed Price Product & Services Maintenance Support Agreement, with attachments.

FIXED PRICE PRODUCT & SERVICES MAINTENANCE SUPPORT AGREEMENT

This Fixed Price Product & Services Maintenance Support Agreement (the “Agreement”) is made as of this ____ day of _____, 2016 by and between SYNCROMATICS CORPORATION (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 vehicle tracking products and services; and

WHEREAS, Emery-Go-Round wishes to purchase 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 five (5) years shall not exceed *One hundred seventy-five thousand, eight hundred and fifty-eight* (US \$175,858) (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”) with initial payments due upon contract execution, full system deployment and system acceptance, and annual payments on the anniversary of the In Service Date. 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.
3. Term. The term of this Agreement shall be five (5) years from the In Service Date, unless terminated or extended by the Awarding Agency after the In Service Date or by agreement between the parties (considered together, the “Term”).
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 six (6) 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 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
 C/o Gray Bowen Scott
 1676 N. California Blvd., Suite 400
 Walnut Creek, CA 94596
 Attn: Executive Director

If to CONTRACTOR: Syncromatics Corporation
 523 West 6th Street, Suite 444
 Los Angeles, CA 90014
 Attn: President
11. Option to Extend. Emery-Go-Round shall have the right to extend the Term in its sole and absolute discretion, provided that a) it provides CONTRACTOR with notice of its intent to extend the Term no more than six (6) months and no less than two (2) months prior to the end of the current Term, b) Emery-Go-Round specifies the length of the desired extended term, and c) Emery-Go-Round and CONTRACTOR mutually agree to the

additional cost for the optional term extension. Should the Emery Go-Round choose to extend the term of this agreement, CONTRACTOR shall cap any increase in annual service fees to fifteen percent (15%).

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 attached hereto as Attachment C.
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.
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

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION
(EMERY GO-ROUND)

By: _____

By: _____

NAME: IAN SEPHTON
TITLE: CEO

NAME: GEOFFREY SEARS
TITLE: CHAIR

ATTACHMENTS:

- A. FINAL PRICING OF PRODUCTS AND SERVICES, INCLUDING OPTIONAL ITEMS
- B. PAYMENT MILESTONES & DELIVERABLES SCHEDULE
- C. SERVICE LEVEL AGREEMENT

ATTACHMENT A - FINAL PRICING OF PRODUCTS AND SERVICES



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

Person Karen Boggs
Client Gray-Bowen-Scott for Emery-Go-Round
Email karen@graybowenscott.com
Phone (925) 937-0980 ext. 202
Tax Rate 9.50%

Quote

Date June 22, 2016
Quote # 2016 062022
Valid 30 days
Expires July 22, 2016
Account Manager Steve White
Phone 213-973-1539
Email steve@syncromatics.com

LN	Note	Item	Qty	Price Ea	Tax	Subtotal	
						Capital	Annual
1		<u>Synchromatics CAD/AVL System</u>					
2	a	Android MDT, Hardware	20	\$ 775	Y	\$ 16,973	\$ -
3		CAD/AVL Software License, one-time	20	\$ 750		\$ 15,000	\$ -
4		Installation	20	\$ 225		\$ 4,500	\$ -
5		Annual Cellular Data for MDTs	20	\$ 240		\$ -	\$ 4,800
6		Annual Service Fee for CAD/AVL Software	20	\$ 620		\$ -	\$ 12,400
7		<i>Includes all dispatch tools, digital passenger counting, full reporting module, desktop and mobile websites for real-time passenger information, and API for third-party transit app integration.</i>					
8							
9		<u>Real-Time Passenger Information</u>					
10		Smartphone App, iOS/Android Development, Deployment	1	\$ 13,495		\$ 13,495	\$ -
11		Annual Maintenance, Software Updates	1	\$ 3,495		\$ -	\$ 3,495
12		SMS (Text Message) System Provisioning Fee	1	\$ 1,280		\$ 1,280	\$ -
13	b	Annual SMS Usage	1	\$ 980		\$ -	\$ 980
14		IVR (Voice Call) System Provisioning Fee	1	\$ 1,280		\$ 1,280	\$ -
15	b	Annual IVR Usage	1	\$ 980		\$ -	\$ 980
16							
17		<u>Project Management</u>					
18		Project Management, Software Configuration	1	\$ 8,305		\$ 8,305	\$ -
19		Training, initial and unlimited followup	1	\$ 1,750		\$ 1,750	\$ -
20							

Total Capital Costs \$ 62,583
Total Annual Cost \$ 22,655

NOTES:

- a One year warranty included.
- b Includes up to 10,000 calls and 1,000 texts per month. Additional calls or texts will be billed monthly based on actual usage at \$25 per each additional 1000 or part thereof.

ATTACHMENT B: MILESTONE & PAYMENT SCHEDULE

	Milestone# 1	Milestone# 2	Milestone# 3	Milestone# 4	Milestone# 5	Milestone# 6	Milestone# 7	TOTAL
Description	Software Licenses & 1/2 RTPI Software & Provisioning	Full System Deployment	System Acceptance	2nd Year of Service	3rd Year of Service	4th Year of Service	5th Year of Service	
Deliverable	Executed Contract	Installation of Android MDT on minimum of 80% of the fleet*	Notice of Completion and System Acceptance	1st Anniversary of In Service Date	2nd Anniversary of In Service Date	3rd Anniversary of In Service Date	4th Anniversary of In Service Date	
Approximate Date	8/15/16	9/15/16	10/15/16	10/15/17	10/15/18	10/15/19	10/15/20	

CAPITAL

Core System, Hardware	\$ 16,973	\$ 16,973						
Core System, Software	\$ 15,000	\$ 15,000						
Core System, Labor	\$ 4,500	\$ 4,500						
RTPI Software and Provisioning	\$ 16,055	\$ 8,028	\$ 8,027					
Project Management	\$ 8,305	\$ 8,305						
Training	\$ 1,750	\$ 1,750						
Total Capital	\$ 62,583							

ANNUAL FEES

Core System	\$ 12,400	\$ 12,400	\$ 12,400	\$ 12,400	\$ 12,400	\$ 12,400	\$ 12,400	\$ 12,400
Core System - Cellular	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
RTPI Annual (App and SMS/IVR)	\$ 5,455	\$ 5,455	\$ 5,455	\$ 5,455	\$ 5,455	\$ 5,455	\$ 5,455	\$ 5,455
Total Annual Fees	\$ 22,655							

MILESTONE PAYMENT SCHEDULE

	\$ 23,028	\$ 39,555	\$ 22,655	\$ 22,655	\$ 22,655	\$ 22,655	\$ 22,655	\$ 22,655	\$ 175,858
Percentage of Contract per Milestone	13%	22%	13%	13%	13%	13%	13%	13%	

* the 80% rule provides a time allowance for vehicles that may be out for repairs, not available, etc.

1 WARRANTY & SERVICE LEVEL AGREEMENT

1-1. SUPPORT AND MAINTENANCE

If you decide to do business with Syncromatics, you are entrusting us to keep the server infrastructure that powers your transit system online 24x7x365. This section represents our promise to you that your operations will not be interrupted, and what remedies you are entitled to in the rare case that our systems are down.

Our support policies are listed below.

All support is included in the recurring maintenance fees associated with our services (technical, help desk portal, after hours, and software upgrade; there are no per-incident or hidden support charges. We do not differentiate between technical or general questions. Instead, when a customer submits a support ticket, a category will be required (Level 1-4). Our response time is driven by this selection.

Support Level/Issues	Support Hours & Response Type	Response Policy
<u>Level 4</u> <ul style="list-style-type: none"> • Software Issues and Questions • Issues not impacting vehicles 	9:00AM – 5:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within one (1) business day to any Level 4 ticket submitted.
<u>Level 3</u> <ul style="list-style-type: none"> • Issues impacting <3 vehicles • Issues impacting operational tools like dispatch 	Regular Business Hours: 7:00AM – 7:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within Eight (8) hours from the time of ticket submission during regular business hours, and up to Twelve (12) hours outside regular hours.
<u>Level 2</u> <ul style="list-style-type: none"> • Issues impacting >3 vehicles simultaneously • Issues impacting more than one operational tool 	24 x 7 Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply to Level 2 tickets within Two (2) hours during regular business hours and within Six (6) hours outside regular hours.
<u>Level 1</u> <ul style="list-style-type: none"> • Issues all vehicles 	24 x 7	Syncromatics will normally

<ul style="list-style-type: none"> • System-wide downtime preventing use of all operational tools 	Phone, Email, and Portal Direct Involvement by Executives	reply within One (1) hour to all Level 1 issues, and provides a Level 1 Escalation Policy in addition to our normal Escalation.
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Table 1 – Support Ticket Response Policies

Syncromatics provides its customers with a 24/7 customer support portal that provides: articles with general information on all of our systems, wiring schematics, equipment pictures, equipment troubleshooting, and training videos.

This portal is also used for submitting support tickets and following up on any open tickets. This portal has automated triggers to ensure every ticket is handled on a timely manner. Respecting response times provided on the above table, the system is configured to trigger automatic escalation steps as delineated below.

Standard Support Escalation Policy:

- Once a support ticket is submitted, based on the above response times, an automated reminder will be sent to the support team.
- If a ticket is not replied to once the reminder is sent to the support team, within an hour, an automated message will be sent to the Operations Manager.
- If the message sent to the Operations Manager is not replied to within 1 hour, an automated message will be sent to the VP of Operations.

Level 1 Escalation:

- In addition to the above, in the event that any client feels the need to escalate an issue on their own regarding a Level 1 Support Issue, the company's executives contact information will be provided (including cell phone and home phone contact numbers).

In the event that on-site support is needed, Syncromatics maintains relationships with field service contractors all over the country, and can have personnel on-site typically within 48hrs (depending on contractor's availability). Our reputation for excellent field service is one of the reasons why our system is so reliable. Hardware support scenarios and policies are listed below. It is important to note that 90% of the time, the most common cause of equipment failure is route maintenance by mechanics inadvertently disconnecting or damaging wiring.

Issue	Resolution
Equipment Installation Corrections	Any equipment and/or installation issue within 30 days of installation is fully covered by Syncromatics including dispatching technicians to your site and no-questions-asked parts replacement.
Vehicle Equipment Failures (more than 30 days from installation)	<p>Step 1: Our support staff will run diagnostic assessments internally and query your maintenance staff with any questions that need clarification or more information.</p> <p>Step 2: We'll support your local maintenance staff to do on-site assessment, diagnostics and troubleshooting.</p> <p>Step 3: If we determine the device has failed, we will provide you with a Return Merchandise Authorization (RMA#) to be used for the return. Once we issue an RMA# we will process and ship a replacement unit. For critical communications</p>

components we will ship the replacement overnight.

Table 2 – Hardware Support Scenarios

1-2. WARRANTY AND GUARANTEE

Syncromatics offers a 1-year standard warranty on all hardware. The warranty includes parts and shipping to the customer (Ground Service except for critical communications components) in the event of a defective unit. Syncromatics can provide, upon request, pricing for extended warranty on the MDT, AVAS and APC components.

The warranty does not cover damage found to be the result of negligence, e.g. liquids spilled on equipment, exposure to rain, or shipping of defective equipment to our RMA Department. Standard warranties come at no additional cost with the equipment, and are relative to the date of installation unless otherwise specified.

1-3. INSTALLATION WARRANTY PROCESS

In order to ensure transparency during the installation process, Syncromatics follows a firm pre-installation, installation, post-installation and final inspection workflow process.

1-3.1 PRE-INSTALLATION

During this phase, our Operations and Engineering team will gather all the technical vehicle information (i.e. 12V/24V engine, # of doors, etc.) and will prepare a recommendation report on equipment mounting location & wiring. This report will serve as the first approval step in the installation process. Usually the Maintenance Manager and Operations Manager will sign-off on the recommendation report. This report will be provided to both the client and contract operator (if needed). Also, as requested or specified, pre-installation photographs will be taken.

1-3.2 INSTALLATION

During the installation phase, our field technician(s) will follow the mounting location and wiring specifications as approved by the client and/or contract operator. If during the installation our technician feels that changes to the specification need to be made, we will inform the client and contract operator, in writing, of the changes and wait for approval before continuing with the installation. Upon completion of an installation, our field engineer/lead technician will inspect each installation and take photographs of all installed components.

1-3.3 POST-INSTALLATION & FINAL INSPECTION

This phase serves as the closing stage for the installation process. The post-installation is the best time for clients and contract operators to review the systems installed in the fleet as well as become familiar with the systems and each different component.

Once the installation is completed, our Operations and Engineering team will schedule a date to perform an on-site final inspection with the client and operator (if needed). Once the final inspection is completed, all involved parties will sign-off on a written report that will include notes and comments provided during the inspection. This report will be provided to the client and operation (if needed)

If the installation is divided into different phases (i.e. AVL+MDT first, then APC and AVAS later), there will be a walk-thru of the first phase after the installation is completed and then the final inspection will be performed once all of the different systems have been installed. This is to respect the client's and operator's time.

We also take advantage of this time to answer any questions that the client or operator may have about the equipment, wiring, troubleshooting, etc. Any corrections requested or required will be performed and additional post-correction photos will be taken and logged.

1-4. DOWNTIME

Syncromatics endeavors to keep its servers up and running 24x7x365. However, there are extreme cases which could cause downtime, which are beyond Syncromatics' control. In the case of downtime, the following discounts will apply:

1 - 4.1 VEHICLE DOWNTIME

Vehicle downtime is defined as a service outage that affects only a single vehicle starting from the point at which Syncromatics has identified a hardware device failure. Outages related to wiring tampering are not covered. If Syncromatics has not shipped a replacement unit within 1 calendar week after receiving the defective equipment, the customer is eligible for a discount of the prorated service fee from the day Syncromatics received the defective unit until the replacement device arrived at the customer site.

1 - 4.2 SERVICE DOWNTIME

The 'downtimes' listed below relate to the Syncromatics ITS system and exclude any local network issues at or near a client site, or internet routing failures beyond the control of Syncromatics. Any downtime claims must be submitted within 2 weeks of the claimed downtime for evaluation. Downtimes caused by cellular outages or failures in the internet are not covered by the downtime discount policy.

⊕ BRIEF DOWNTIME:

Brief downtime is defined as a service outage of the entire system for less than 8 hours. In the case of brief downtime, Syncromatics will provide a one-time \$100.00 discount between 1-8 hours of downtime. For downtime less than 1 hour, a one-time \$50.00 discount will apply.

⊕ EXTENDED DOWNTIME:

Extended downtime may occur if Syncromatics or its datacenters experience a major system failure which involves multiple hard-drive and/or server failures, a city-wide network outage, or a city-wide power outage. Syncromatics will provide a \$300.00 discount for periods between 8 and 24 hours of downtime, as well as a \$300.00 discount for each 24-hour period thereafter.

⊕ SCHEDULED MAINTENANCE:

Syncromatics may conduct scheduled maintenance on its databases, web applications and in-vehicle hardware. Whenever possible, Syncromatics will conduct this maintenance during the periods when the agency's vehicles are not in operation; this is defined as all vehicles are parked at designated parking locations. If Syncromatics must conduct maintenance while vehicles are moving, Syncromatics will give the agency at least 1 business days' notice, including the number of vehicles that will be affected. If it is not possible to give this notice, Syncromatics will apply a \$25.00 discount for each unscheduled maintenance occurrence during normal operations.

1-5. BACKUPS

Syncromatics' servers are housed in a secure server facility in downtown Los Angeles. The facility is home to several thousand servers; it draws power and communications from One Wilshire, the largest network communications hub in greater Los Angeles. The facility has multiple redundant power supplies and a 24x7 Network Operations staff; in fact, the entire high-rise building is dedicated to internet server hosting. For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

Syncromatics' backup schedule is as follows:

- Every 24 hours, the entire structure of the system and all data with the exception of historical position and stop data is backed up inside the data center to at least 2 backup mediums.

- Every 24 hours this backup is transferred over the high-speed network to an online backup repository in Utah.
- Every 72 hours' historical data is backed up in the same fashion above (2 local backup mediums, 1 offsite backup) and uploaded offsite. The schedule is longer because this is a substantially large amount of data to transfer and may take 48-72 hours to complete the offsite upload.

You may request that Syncromatics restore route or stop data from one of its daily backups in the event that undesired changes are accidentally made.

SIXTH AMENDMENT TO THE
PARATRANSIT SHUTTLE SERVICE AGREEMENT

THIS SIXTH AMENDMENT is effective as of this ____ day of _____, 2016, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION** ("TMA"), collectively referred to as the "Parties".

W I T N E S S E T H T H A T :

WHEREAS, the Emeryville Transportation Management Association operates a shuttle bus service, known as the "Emery Go Round" ("Emery Go Round Shuttle"), which primarily provides shuttle service between commercial and industrial sites in the City of Emeryville and the MacArthur BART Station in Oakland; and

WHEREAS, as a means to enhance the transportation options and increase the quality of life for elderly persons and those with disabilities who live within the 94608 zip code, the City and TMA complements the Emery Go Round Shuttle service with a free, American with Disabilities Act compliant, on-demand Paratransit Shuttle service on weekdays and limited weekend service for that segment of the Emeryville community (the "Paratransit Shuttle"); and

WHEREAS, the Funding Agreement between the City and the Alameda County Transportation Commission ("Alameda-CTC") for Paratransit Gap Grant Funds during fiscal year 2016/2017("Alameda-CTC Funding Agreement"), provides the City with funding for the Paratransit Shuttle service; and

WHEREAS, the TMA desires to continue providing those services needed for the Paratransit Shuttle through June 30, 2017, as contemplated in the Gap Grant Cycle Five Extension Agreement No. A13-0044, 94608 Area Demand Response Shuttle Service for Seniors and/or People with Disabilities Project, between the City and the Alameda-CTC for Paratransit Gap Grant Funds; and

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the TMA to provide Paratransit Shuttle service and subsequently entered into a First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment dated December 2, 2008, September 21, 2010, September 21, 2011, September 4, 2012, December 20, 2013, and December 15, 2015 respectively; and

WHEREAS, the City wishes to enter into a Sixth Amendment to the Agreement ("Sixth Amendment") to continue to provide Paratransit Shuttle services through the end of Fiscal Year 2016/2017 and to increase the funding amount to an not-to-exceed amount of \$96,900 ; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the Services necessary to do the work contemplated under this Sixth Amendment; and,

WHEREAS, the City has determined that the TMA is qualified by training and experience to render such Services; and,

WHEREAS, the public interest will be served by this Sixth Amendment; and

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. Paragraph II of the Agreement, "Term," is hereby amended to end on June 30, 2017 unless terminated as a result of termination of the Alameda-CTC Funding Agreement in accordance with the terms thereof or as provided herein.
2. Paragraph III.B of the Agreement, "Payment, Operation of Paratransit Shuttle", is hereby amended to reflect payment based upon the combination of the shuttle operational costs and staff/insurance/marketing/supplies/equipment/maintenance costs to reflect a new annual payment not to exceed reimbursement of \$96,900.00. The paragraph shall now read:

"During the Term of this Agreement, the City will compensate the TMA no more than Ninety Six Thousand, Nine Hundred Dollars (\$96,900.00) in fiscal year 2016/2017 for expenditures related to the operation of the Paratransit Shuttle. This shall include salary and benefits of the driver used to operate the Paratransit Shuttle, office staff, insurance/claims, marketing, supplies, equipment and routine maintenance (ie: oil changes, routine check-ups and service, replacement tires and other expected parts that need replacement due to normal wear and tear) of the vehicle used to provide the Paratransit Shuttle. The TMA shall provide the City with an invoice and supporting documentation (i.e. daily log of driver, time records of staff, administrative expenses, receipts, invoices for contracted services, maintenance, supplies, insurance, auditing, etc) on a monthly basis for all expenditures related to operation of the Paratransit Shuttle.

In addition, and subject to the conditions set forth herein, the City agrees to reimburse the TMA no more than \$5,000 annually for major maintenance expenditures related to the operation of the Paratransit Shuttle, such as unanticipated expenses related to a vehicle accident or major service due to vehicle failure, such as an engine or drivetrain failure. However, as a condition precedent to the City's obligation to reimburse the TMA for such major maintenance expenditures the TMA shall (i) prior to authorizing major maintenance work, provide the City with notice of the circumstances giving rise to the need to undertake the work, a description of the work to be undertaken, and an estimate of the anticipated cost of the work and (ii) once the work has been completed an invoice and supporting documentation of the work (i.e. receipts, invoices, etc).

Invoices and required supporting documentation submitted to the City from the TMA will be paid within 30 calendar days of receipt of such invoice and documentation.

The total amount paid to the TMA for operation of the Paratransit Shuttle shall not exceed \$96,900.00 in fiscal year 2016/2017. The total amount reimbursed to the TMA for major maintenance of the Paratransit Shuttle shall not exceed \$5,000.00 in fiscal year 2016/2017."

3. All other provisions of the Agreement shall remain in full force and effect and this Sixth Amendment shall remain subject to said promises.

Approved as to form:

Michael Guina,
City Attorney

CITY OF EMERYVILLE

Dated:_____, 2016

Carolyn Lehr,
City Manager

**EMERYVILLE TRANSPORTATION MANAGEMENT
ASSOCIATION**

Dated:_____, 2016

Veronica Hattrup ETMA Executive Director

Estimated Cost of Services

8 to Go Paratransit Service

Prepared by: Roni Hatstrup, ETMA

	2015/2016	2016/2017
Operations	\$ 70,000.00	\$ 78,000.00
Vehicle Maintenance	\$ 5,000.00	\$ 5,000.00
Fuel	\$ 4,000.00	\$ 4,000.00
Communications (cell phone)	\$ 600.00	\$ 600.00
Management & Financial Services	\$ 6,500.00	\$ 6,500.00
Subtotal	\$ 86,100.00	\$ 94,100.00
<i>Contingency (3%)</i>	<i>\$ 2,500.00</i>	<i>\$ 2,800.00</i>
TOTAL	\$ 88,600.00	\$ 96,900.00

Assumptions:

1. Operational hours remain the same at 8 hours per day.
2. Estimate does not include vehicle acquisition costs.