



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting

January 16th, 2024 @ 11:00 AM

1333 Park Avenue, Large Conference Room, 2nd Floor

Emeryville, CA 94608

[Hybrid Zoom Link](#): Meeting ID: 847 9813 7450

Passcode: 862653

Chair

*Bobby Lee, At-Large
Residential Member*

Vice Chair

*Andrew Allen
At-Large Business
Member*

Secretary

*Besty Cooley, At-Large
Residential Member*

Treasurer

*Geoffrey Sears
Wareham
Development*

Directors

*Peter Schreiber
Pixar*

Colin Osborne

*At-Large Business
Member*

*Kassandra Kappelos
Public Market*

*Izamar Hook
CenterCal/Bay Street*

*Kristy Micheltmore
Bay Center Investors,
LLC*

*Laurie Berberich
SPU 2100 Powell LP.*

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the November 14th, 2023 Board of Directors Meeting (Attachment, Page 2)
4. Executive Directors Report
 - A. TripShot Implementation Update
 - B. Board of Directors Recruitment Update
 - C. Strategic Plan Update
5. Business Items
 - A. BART Safe and Clean Plan Presentation (Attachment, Page 5)
 - B. Review and Consider Approval to enter into a new Transportation Agreement with West Berkeley Shuttle, LLC for Operations and Oversight of the West Berkeley Shuttle (Attachment, Page 7)
 - C. Iris APC Hardware Upgrade (Attachment, Page 21)
 - D. Discuss and consider adopting or exceeding the City of Emeryville's CAP goals regarding the ETMA's operation (Attachment, Page 23)
 - E. Appoint Executive Director Performance Review Committee, if desired
6. Confirm date of Next Meeting – February 20, 2024
7. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

November 14, 2023

LOCATION: 1333 PARK AVENUE, COUNCIL CHAMBERS

EMERYVILLE, CA 94608

Directors Present: Bobby Lee, Chair
Betsy Cooley, Secretary
Geoff Sears, Treasurer
Kassandra Kappelos, Director
Peter Schreiber, Director

Others Present: Daniel Oliver, Executive Director
Janet Shipp, Executive Assistant
Andrew Ridley, ALTRANS
Martie Wynn, ALTRANS
Pedro Jimenez, City of Emeryville

1. Call To Order
Bobby Lee called the Board of Director's meeting to order at 11:02am
2. Public Comment
Betsy Cooley brought a public comment from a regular rider. The steps on the buses are too high and difficult to use for some riders. If future buses are ever purchased, a lower floor with less stairs should be kept in mind.
3. Approval of the Minutes of the October 24, 2023 Board of Directors Meeting
Geoff Sears motioned for approval of the meeting minutes of the October 24, 2023 Board of Directors Meeting. Kassandra Kappelos and Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

Yes: 5

No: 0

Abstain: 0

4. Executive Director's Report
 - A. TripShot Implementation Update
Daniel and MV Transportation have been engaging with TripShot to get the system set up and the dispatchers trained. Gina and the dispatch team will be trained first and they will train the drivers next week. The system is almost fully set up and a Friday, 12/1 launch date is set. The announcements are being finalized that will be posted on the bus and this announcement will also be sent to the Board to post. New tablet mounts will be purchased for the buses and the existing power supply can be used on the buses to power the tablets.
 - B. Board of Directors Recruitment Update

Daniel reached out to the top 3 corporate directors that are eligible to have seats. East Bay Bridge turned down the seat. KBS has been reached out to but no response. The top 15 will be notified to let them know we are working down the list and if one of the seats above them is not taken, they will be asked if they would be interested. Daniel will send the list of contacts to the Directors as they may be able to reach out to some of the contacts. We have 2 corporate and 1 employer seat open.

C. Strategic Planning Update

A subcommittee meeting has been scheduled for Friday, 11/17, at 9am to discuss establishing major preliminary tasks for the strategic plan.

5. Business Items

A. 3rd Quarter Financial Report

Daniel gave a summary of the 3rd Quarter Financial Report

B. Review and Consider Approval of Amendment 1 to extend the fueling agreement with AC Transit through December 31, 2024

Daniel summarized the changes in the fueling agreement. Bobby Lee motioned for approval of Amendment 1 to extend the fueling agreement with AC Transit through December 31, 2024. Geoff Sears seconded the motion.

This item was approved by a unanimous vote.

Yes: 5

No: 0

Abstain: 0

C. Review and Consider Approval of Amendment 3 to the Transportation Agreement with Quatterra to extend the term of services through December 31, 2024.

The shuttle operations is approximately a 1% decrease from last year. Everything else is much closer to cost. Because Altrans is billing a flat rate regardless of how much work is done it gives a more realistic view of what they will be paying and what amount can be expected to be received. Questions arose about how long ago the original contract was reviewed. Andrew Ridley will review the original contracts for this and other amendments. Bobby Lee motioned for approval of Amendment 3 to the Transportation Agreement with Quatterra to extend the term of services through December 31, 2024. Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

Yes: 5

No: 0

Abstain: 0

D. Review and Consider Approval to enter into a new Transportation Agreement with West Berkeley Shuttle, LLC for Operations and Oversight of the West Berkeley Shuttle.

There is not a final version of this as it is still being reviewed so will not be voted on today.

A motion was set forth to the board that a draft amendment with a 1-month extension through 1/31/24 would be sent for Directors review and then Bobby Lee will sign. The final contract would be backdated to 1-1-24. Betsy Cooley motioned for approval for the 1-month extension. Peter seconded the motion.

This item was approved by a unanimous vote.

Yes: 5

No: 0

Abstain: 0

- E. Review and Consider Approval of Amendment 7 to extend the Shuttle Operations Agreement with MV Transportation, Inc. through December 31, 2024.
Bobby Lee motioned to approve the contract. Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

Yes: 5

No: 0

Abstain: 0

- F. Review and Consider Approval of Resolution 2023-11 to change the Board of Directors Regular Scheduled Meeting Day
Daniel recommended a resolution to change the Board of Directors regular scheduled meeting from every 3rd Thursday of the month at 9am to the 3rd Tuesday of each month at 11am. Geoff Sears motioned for approval for the regular scheduled meeting to be changed from every 3rd Thursday at 9am to every 3rd Tuesday at 11am. Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

Yes: 5

No: 0

Abstain: 0

6. Confirm date of Next Meeting – January 16, 2024
7. Adjournment
The meeting was adjourned at approx. 12:03pm

BART's Safe and Clean Plan

Rolling up our sleeves

As the Bay Area's backbone public transit system, BART is rolling up its sleeves to make sure riders feel safe, to keep our trains cleaner than ever, and to provide the best service yet—from departure to destination.



Commitment to Safety & Security

- Ensuring BART Police are riding trains more, increasing their visibility, and keeping riders safe by doubling officer presence systemwide.
 - Increased patrols are yielding results by deterring crime and quickly apprehending perpetrators when incidents occur.
- Progressive policing approach uses unarmed Crisis Intervention Specialists, Ambassadors and Fare Inspectors for additional patrols with experts in de-escalation.
- Recruiting for all vacant officer positions and adding 19 additional officer positions once vacancies filled.
- Making trains even safer by eliminating near-empty train cars by shortening the least-crowded trains.



Commitment to New Fare Gates

- Taller, stronger fare gates to deter fare evasion will be installed.
 - Pilot fare gates to be installed at West Oakland by the end of 2023.
 - Complete installation of 700+ new fare gates system-wide by the end of 2025.
- Fare gates added to enclose elevators to further reduce fare evasion.



Commitment to a Clean Ride

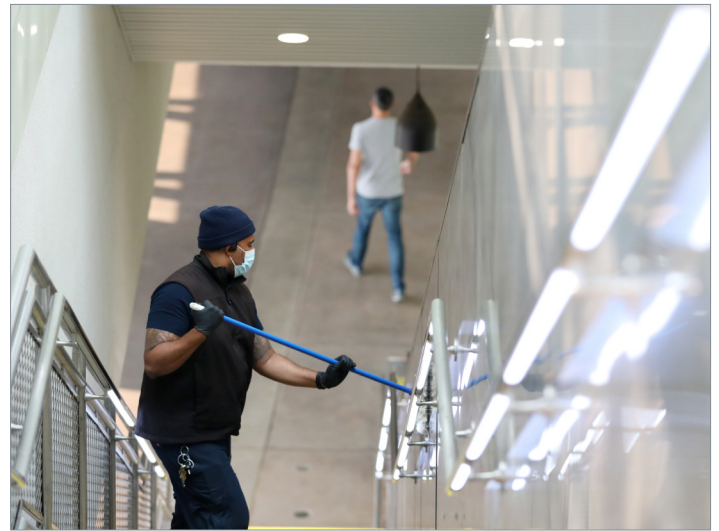
- Doubling the rate of deep cleaning on train cars.
- Retiring all old trains.
- Adding nearly 66% more dedicated crews working to keep stations clean.
- Staffing restrooms at high-volume stations with attendants to guarantee cleanliness and safety.

Soon riders will be able to simply tap a credit or debit card at the fare gate to pay for BART.
Watch for the upgrade in 2024.



Commitment to Adapt Service and Attract New Riders

- Our new train schedule increases emphasis on ridership growth opportunities and relies less on outdated commuting models.
 - 50% increase in daily evening service.
 - Reduced platform wait times thanks to new scheduled transfers.
 - Service on BART's busiest weekday line, the Yellow Line, increases trains from every 15 minutes to every 10 minutes from Pittsburg/Bay Point to get drivers off congested highways 4, 680, & 24.
- Customer On-Time performance has improved to 91%; timed transfers have improved to 80%.
- Canceled trips nearly eliminated.



BART's General Manager Bob Powers welcomes you back on board:

"If you haven't tried BART in the last few months, I encourage you to ditch your car for the day. We've made many improvements. From easy app-based payment to new escalators at our busy downtown stations, we're proud of the improvements we are making every day. Most importantly, we've made a commitment to a cleaner, safer ride that guarantees BART remains the safest way to travel."



TRANSPORTATION AGREEMENT

Emeryville Transportation Management Association, a California non-profit public benefit corporation (“**ETMA**”) hereby enters into a formal Transportation Agreement (“**Agreement**”) with WEST BERKELEY SHUTTLE LLC, a California limited liability company, (“**WBS**”), to operate a shuttle service in West Berkeley, California (collectively, the “**Services**”)

Recitals:

WHEREAS, ETMA is a California non-profit public benefit corporation that was formed for the purpose of mitigating traffic congestion and developing Transportation System and Demand Management Strategies by coordinating the business community’s efforts and working cooperatively with local government to address common transportation concerns, improve accessibility and mobility, and provide transportation services; and

WHEREAS, ETMA represents that it has successfully provided shuttle services from Emeryville to the MacArthur BART station;

WHEREAS, WBS desires to provide shuttle service from its properties maintained by its members, to the Ashby BART Station.

WHEREAS, ETMA is willing to provide that service, subject to the terms and conditions of this Agreement.

1. Term/Termination:

The term of this Agreement shall commence on January 1, 2024 and expire on December 31, 2024.

Either Party may terminate this Agreement without cause by giving not less than 60 days’ prior written notice to the other Party. WBS shall also have the right to terminate this Agreement upon advance written notice given to ETMA if, at any time during the Term (i) in the reasonable opinion of WBS, the property of WBS’s members or the safety of its passengers or the general public has or may be threatened, (ii) if any administrative or

judicial body has suspended or revoked any license required for ETMA or its contractor(s) to provide the Services under this Agreement; or (iii) if ETMA materially breaches any other term of this Agreement (each, a “**Breach**”) and the Breach is not capable of being cured or ETMA does not cure the Breach within ten (10) days of receipt of notice from WBS. Any Breach set forth in (i) or (ii) is not capable of being cured.

2. Services:

ETMA, through its own forces or by means of the third-party contractor(s) (“**Contractor(s)**”), will provide the Services by a fixed-route shuttle from Ashby BART Station to Dwight Way, Berkeley, CA. The Services will be provided by one (1) shuttle vehicle making continuous loops between the intersection of Sixth Street and Dwight Way and Ashby BART, between the peak-commute hours of 6:00AM to 10:30AM and 3:00PM 7:30PM (9 daily service hours). The shuttle stops and schedule are shown on Exhibit A, attached.

The service will operate 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 vehicle will have capacity for a minimum of 28 passengers, be ADA compliant, and will include a bike rack.

Service hours may be adjusted upon mutual agreement by both parties.

ETMA will manage, staff and operate the Services throughout the Term. ETMA will be exclusively responsible for providing trained, English-speaking drivers to perform the Services.

In the event the designated driver is absent, ETMA shall assign a substitute driver. In the event a substitute driver is not available, ETMA shall immediately notify WBS of the anticipated missed service, so that WBS can notify riders.

3. Fees and Expenses:

During the Term, ETMA will provide the Services at cost plus a 15% mark-up for indirect expenses as outlined in the cost estimate, which is attached as Exhibit B. Direct costs shall include service planning, coordination and contract development activities, service implementation activities, shuttle operations including vehicle and fuel costs, operations management and oversight, and communications costs including driver radios, website, and Computer Aided Dispatch/Automatic Vehicle Location (“CAD/AVL”) systems. The intent of this Agreement is that ETMA shall not be responsible for any direct costs associated with the Services following payment by WBS.

Costs for Services shall be invoiced monthly and emailed to WBS at the email address set forth in Section 12. All payments due to ETMA hereunder are to be paid in U.S. dollars. WBS shall remit payment within fifteen working days of receipt of the invoice for Services. If payment is delivered by mail, personal service, or overnight courier, payment shall be delivered to the address for ETMA set forth in Section 12.

Should payment not be received within fifteen working days of receipt of invoice, ETMA shall provide WBS at least forty-eight (48) hours’ notice, to be delivered by overnight courier, of its intent to suspend Services if payment is not received within two (2) days of WBS’s receipt of such notice. If ETMA provides such notice more than twice during a calendar year, ETMA may terminate this agreement upon ten (10) days advance written notice.

4. Insurance

A. If ETMA provides the Services by means of Contractor(s), ETMA shall ensure that Contractor(s) shall procure and maintain the following types of insurance no later than thirty (30) days prior to Contractor(s) providing Services to WBS:

- (1) Workers' Compensation and Employer's Liability Insurance. Contractor(s) shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of California. Contractor(s) shall also procure and maintain Employer's Liability Insurance coverage for a minimum liability of \$1 million covering its employees engaged in the Services. ETMA shall insure the procurement and maintenance of such insurance by all Contractor(s) engaged in provision of the Services.
- (2) Liability Insurance. ETMA shall require their Contractor(s) to procure and maintain the following kinds of liability insurance, which shall include as additional insureds WBS, 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 ETMA operates the Services directly (without utilizing any Contractor(s)) it shall provide insurance equivalent to that stated in Section 4(A) above. During any period in which ETMA utilizes any Contractor(s) to operate the Services, ETMA shall maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. If ETMA has any employees, ETMA 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 ETMA's employees engaged in the work. ETMA shall insure the procurement and maintenance of such insurance by all subcontractors engaged in provision of the Services.
- (2) Liability Insurance. ETMA shall procure and maintain the following kinds of liability insurance, which shall include as additional insureds WBS, 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 ETMA 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. At least thirty (30) days prior to commencing the Services, ETMA shall file a Certificate(s) of Insurance with WBS evidencing ETMA's and Contractor(s)' coverages

and endorsement(s) required pursuant to Section 4(A) and 4(B) above 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 WBS 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 ETMA (or Contractor(s)) 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 WBS.
- (3) The policy shall also stipulate: Inclusion of WBS 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 ETMA (or Contractor(s)), 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 with a General Policyholders' Rating of A-/VII, as set forth in the most current issue of Best's Insurance Guide.

5. Indemnification/Limitation on Liability:

A. ETMA will indemnify and hold WBS, its affiliates, officers, directors, employees and agents, and their successors or assigns (individually, a "WBS Indemnity Party") while acting in such capacity 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 ETMA's negligence in performing the Services or its obligations pursuant to this Agreement, except to the extent such Loss is due to WBS's negligence (a "Claim").

- B. ETMA shall indemnify and hold each WBS Indemnified Party harmless with respect to any Claim 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 Claim against any WBS Indemnified Party by any employee of ETMA or its contractor, or by anyone directly or indirectly employed by ETMA, or anyone for whose acts ETMA may be liable, ETMA's indemnity obligations of this Section 5(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. ETMA agrees to provide indemnification as set forth of this Section 5 for a Claim; provided that (1) the applicable WBS Indemnified Party promptly notifies ETMA in writing of such Claim, (2) ETMA has sole control of the defense of and all settlement negotiations relating to such Claim, and (3) such WBS Indemnified Party cooperates fully in the defense of the Claim.
- D. WBS will indemnify and hold ETMA, its 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 resulting from third party claims, advertising injury or personal injury, including death, or for damage to property arising from WBS's gross negligence in performing the Services, except to the extent such Loss is due to ETMA's gross negligence.

6. Maintenance:

ETMA will provide maintenance, cleaning and fuel to any vehicle(s) necessary for the Services.

7. Vehicle:

ETMA or its contractors will be responsible for providing any vehicle necessary for the Services.

8. Permits and Licensing:

ETMA or its contractor shall at all times maintain an appropriate business license, all operating permits and insurance necessary or appropriate for its operating of the shuttle service in accordance with this Agreement. Without limiting the foregoing, ETMA vehicles shall at all times maintain valid operating permits from the California 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 California Public Utilities Commission for commercial drivers carrying passengers. Additionally, WBS shall have the right to request the replacement of any driver, with reason, upon written notice to ETMA, whereupon ETMA will no longer permit such driver to service WBS.

10. Additional Services:

WBS will provide the branding and bus stop signage to be posted at the designated stop locations.

11. Force Majeure:

ETMA will be excused from performance during the time and to the extent that it is prevented from obtaining or performing the Services by natural disaster, acts of God, acts of war, fire, flood, riot, terrorism, civil disturbance, loss of transportation facilities, oil or fuel shortage or embargo, commandeering of materials, equipment, products, plants or facilities by the federal or state government, health and safety orders issued by governmental agencies with jurisdiction, labor dispute, strike or lockout. Satisfactory evidence must be presented to WBS demonstrating that the non-performance was not due to the fault or gross negligence of ETMA.

12. Notices:

WBS: West Berkeley Shuttle, LLC
c/o Wareham Property Group
1120 Nye Street, Suite 400
San Rafael, CA 94901
Attention: Chris Barlow
Invoices to: CBarlow@warehamdevelopment.com

Copy to: Bayer HealthCare
800 Dwight Way
Berkeley, CA 94710
Attention: Manager Community Relations

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

ETMA: Emeryville TMA
c/o ALTRANS, TMA, Inc.
3609 Bradshaw Road, Ste. H-347
Sacramento, CA 95827
Attention: 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.

13. Independent Contractor:

The relationship between ETMA and WBS is, and shall at all times remain, solely that of customer (WBS) and independent contractor (ETMA) 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 ETMA and shall not be employees of WBS. ETMA 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 Services provided by it under this Agreement.

14. Time of the Essence:

Time shall be of the essence in 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 ETMA and may not be assigned by it to any other person or entity without WBS's prior written consent.

16. Governing Law; Venue:

This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of laws provisions thereof. Any dispute under this Agreement shall be decided in the Superior Court in the County of Alameda or the United States District Court, Northern District of California.

17. Headings:

The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or affect the interpretation of, this Agreement.

18. Compliance with Laws:

ETMA shall at all times operate its business and provide the Services in compliance with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, 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.

WEST BERKELEY SHUTTLE, LLC

a California Limited Liability Company;

WBS:

West Berkeley Shuttle, LLC, a California
limited liability company

ETMA:

Emeryville Transportation Management
Association, a California non-profit
corporation

Signature

Christopher D. Barlow, President

Name, Title

Date

Signature

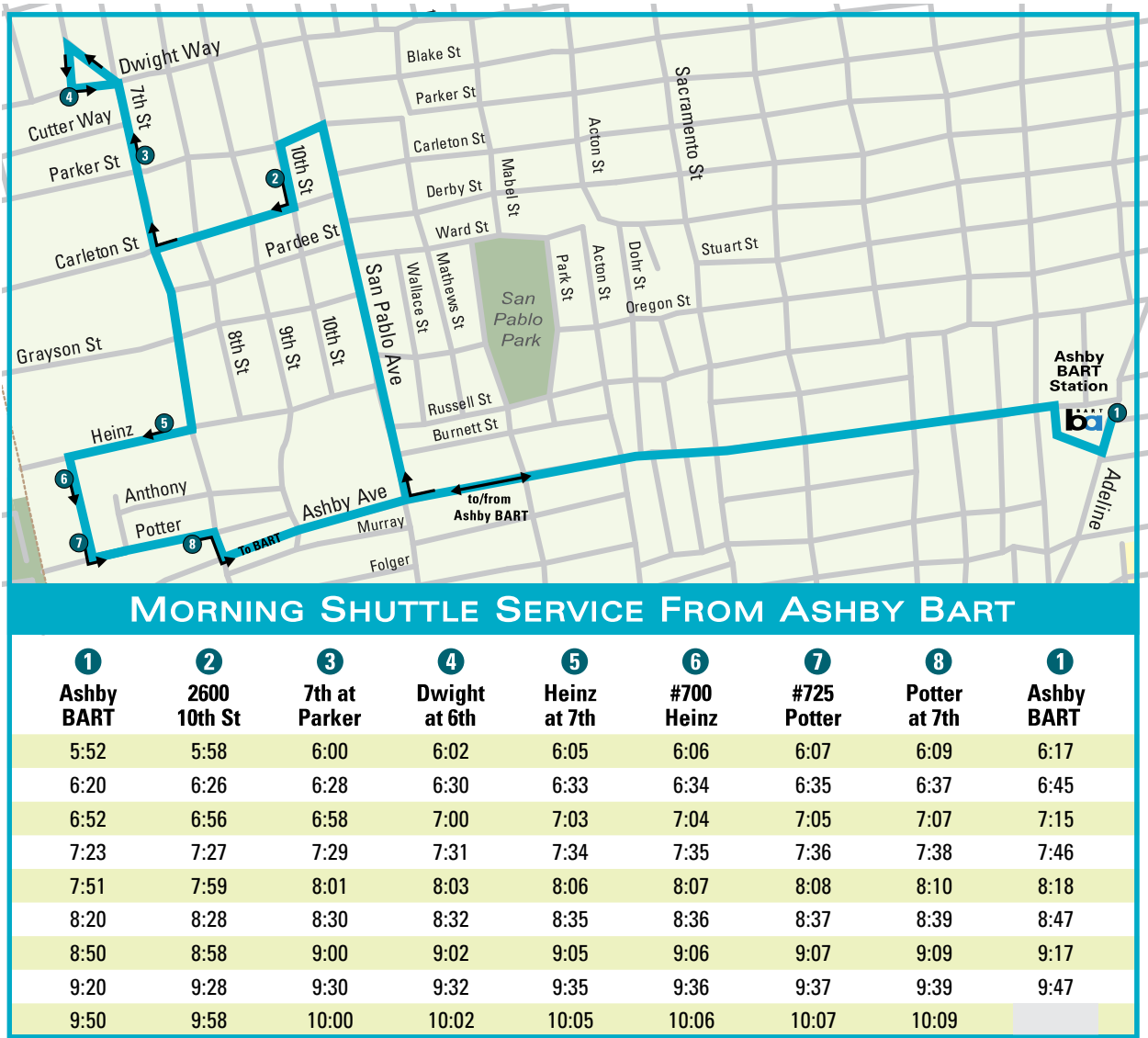
Bobby Lee, Chair

Name, Title

Date

Exhibit A

AM Service Plan



* No return to BART. Last stop is Potter @ 7th

Exhibit A

PM Service Plan

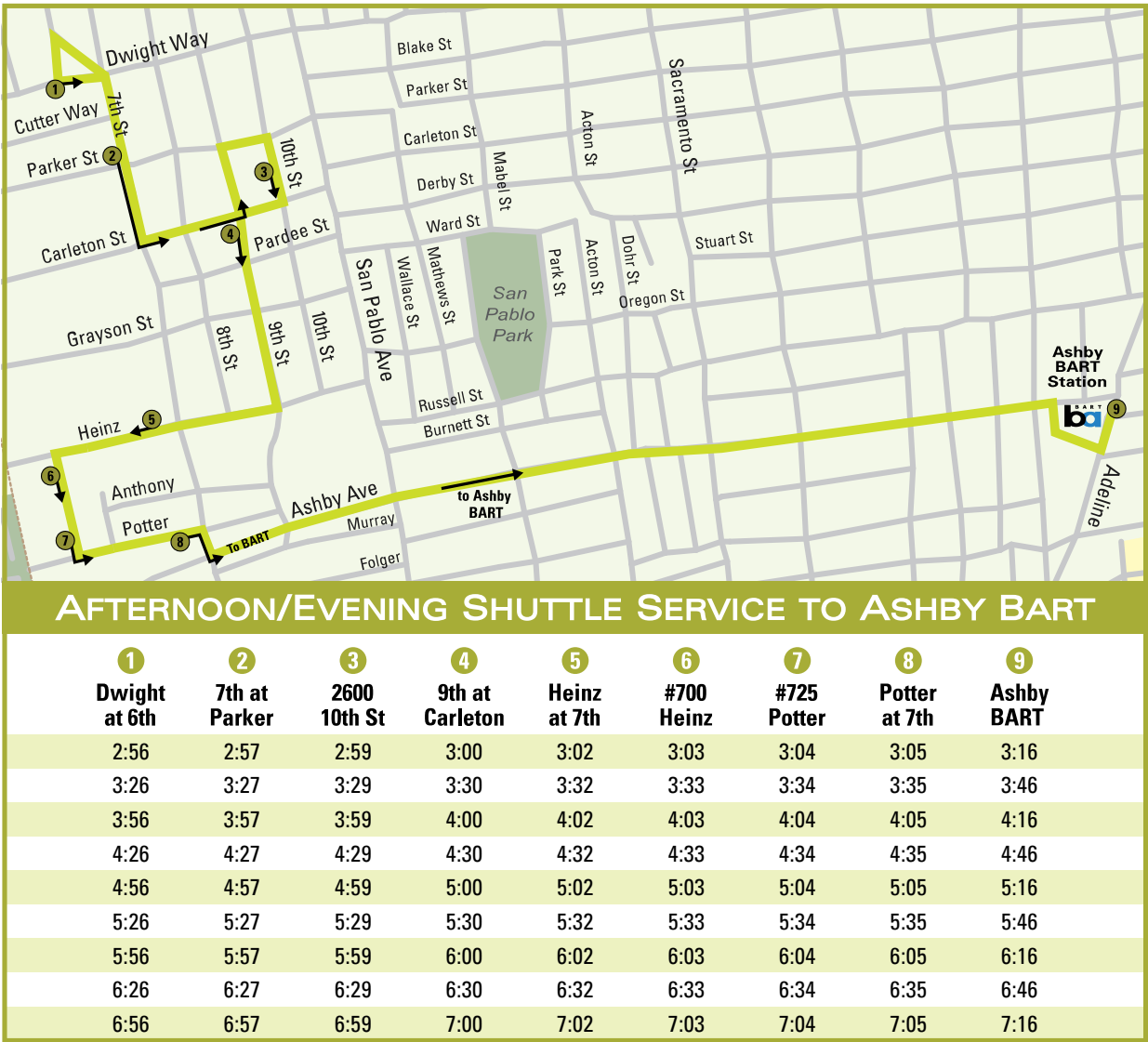


Exhibit B:
2024 West Berkeley Shuttle Estimated Costs

Category	Description	Annual Amount
Direct Cost	Shuttle Operations – MV Transportation	\$274,136.72
	Communications – RFC Wireless (2 Radios)	\$839.00
	Operations Oversight – ALTRANS TMA, Inc	\$15,000.00
	CAD/AVL - TripShot	\$5,324.00
	Website Domain	\$60.00
	Subtotal Direct Costs	\$295,359.72
Indirect Cost	15% Mark Up	\$44,303.96
	ESTIMATED ANNUAL TOTAL	\$339,663.68



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: January 16, 2023
SUBJECT: IRIS Automatic Passenger Counter (APC) Upgrade

Background

At the end of 2019, the ETMA purchased IRIS Automatic Passenger Counters (APC) from Syncromatic to allow passenger counts to automatically be reported. While the installation was completed by Syncromatics and the APCs did report ridership, they never performed accurately, often reporting a 50% variance when compared to the drivers' manual tallies. Both Gray, Bowen, Scott, MV Transportation, and ALTRANS had attempted to work with Syncromatics to fix the issues, but their response was typically that it was hardware issues.

When the ETMA began negotiations with TripShot in August 2023, it was with the intention to integrate the existing APCs into the TripShot system. The ETMA engaged IRIS, the APC manufacturer, to perform evaluations/inspections of the devices and their installations to determine if there was, in fact, hardware issues as Syncromatics reported and to identify any additional hardware that would be required to integrate the IRIS hardware with the TripShot system.

Findings

IRIS technicians came to the bus yard and performed evaluations/inspections on all of the APC hardware at the beginning of November. It was determined that all of the sensors were operating as designed/without fault. It was discovered however, that the sensors were installed off-center, which could have been one of the reasons for the ridership discrepancies, as it may have caused some passengers to not be recognized because they were "out of range." Iris recommends reinstalling the sensors centered in the doorframe, to ensure that they are able to operate effectively.

Additionally, in order for the IRIS APCs to integrate with the TripShot system, the ETMA will have to purchase and have IRIS Hubs installed in each of the vehicles. These Hubs act as both controllers and wireless routes to transmit the APC data to the cloud so that it can communicate with TripShot.

Cost

To have the sensors reinstalled as well as the IRIS Hubs, the work will cost: \$54,590

- Reinstallation Estimate: \$18,965
 - Hardware (brackets): \$5,502
 - Installation: \$13,965
- Hubs: \$35,309
 - Hardware: \$21,273
 - Installation: \$14,036

Recommendation

Due to the high cost of this work and the fact that we have not been able to rely on the APC data in the past, it is recommended to discontinue the use of the Automatic Passenger Counter systems and rely on the drivers' manual counts.

After speaking with MV, this recommendation would not negatively impact the drivers, who are already manually tracking ridership.

Even without the APCs, the manual counting within the TripShot app will be able to provide us with more granular and accurate ridership and on-time performance data than the program has had historically.



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: 1/16/2024
SUBJECT: Recommendation for alignment with Emeryville's CAP 2.0

In the course of researching Emeryville's Active Transportation Plan (ATP) for findings relevant to the ETMA's strategic plan formation, the city's GHG reduction goals stood out as not only relevant, but an essential and foundational element in long term planning. Concluding research of the ATP, we naturally progressed to review the city's Climate Action Plan (CAP) 2.0 for measures related to transportation, and specifically the Emery Go-Round (EGR).

In the January 16, 2024 agenda packet, there are excerpts from the city's CAP 2.0 which state GHG reduction goals and the means by which to achieve them. The mitigation plan opens by stating, "Transportation is the single largest contributor to Emeryville's community GHG emissions...". Later, the EGR is categorically named as a contributor of transportation emissions.

The CAP 2.0 sets the goal of a 30% reduction of carbon intensity by 2030 through cleaner fuels and electrification. Correspondingly, the plan calls for an increase in EGR hours and service coordination with regional transportation services to increase ridership and thereby mitigate the highest GHG source, passenger vehicle emissions.

This memo is put before the board **not** to recommend action merely based on goals the city has set. Rather, we recommend adopting the city's CAP 2.0 GHG reduction goals to:

1. Further equip the ETMA with a basis on which to make strategic decisions.
2. Once put into action, have a measurable positive effect on the community in which we operate.
3. Help align our operations with standards that are proven to be necessary to protect our planet.

As the potential of new development-based shuttle routes continues to grow in Emeryville, the ETMA's operations, and GHG impact, equally have the potential of growing. By setting GHG reduction goals now, the ETMA will be equipped to operate and grow sustainably.

Article II. MITIGATION ACTION PLAN FOR 2030

This document details 17 different objectives to achieve the goal of a 40% reduction in emissions by 2030. The actions associated with the objectives are outlined in the Mitigation Action Plan in the Implementation Plan and will be updated as more effective programs, technologies, and opportunities are developed. The objectives for 2030 are grouped into the following categories:

- Transportation
- Buildings
- Energy
- Consumption and Solid Waste
- Water Use
- Urban Space
- Local City Government

Section 2.01 Transportation

Transportation is the single largest contributor to Emeryville's community GHG emissions, particularly considering the state highways running through the city. Reducing transportation-related reductions will not only involve improving low-carbon transportation infrastructure, such as bicycles and buses, but also coordinating land use policies to promote a denser, more walkable community with jobs and housing located close to other necessities.

1. Create vibrant neighborhoods where residents can easily walk to their basic daily needs.
2. Reduce the total vehicle miles traveled on local roads by 30%.
3. Reduce the carbon intensity of vehicles through cleaner fuels and electrification by 30%.

Section 2.02 Buildings

Buildings are a major component of GHG emissions, especially from the commercial and industrial sector. Reducing the total energy use of buildings can potentially occur through improved energy efficiency, reduced energy demand, energy performance tracking, and green building design.

4. Reduce the total energy use of buildings built before 2016 by 15%.
5. Achieve zero net carbon emissions for 50% of new construction.

Section 2.03 Energy

Although California's electricity energy mix is cleaner than the rest of the nation, there is still a large component of non-renewable energy sources. Switching to renewable energy will be a major strategy to reducing emissions. Local renewable energy will go hand-in-hand with green jobs training to help build out a strong and resilient green economy and community in Emeryville.

CAP Implementation Plan, Article I, Objective 2: Reduce the total vehicle miles traveled of local traffic by 30%.

Actions to be completed by 2030

		Environment	Works	
2F	Implement parking pricing in the city. Examples include installing parking meters in the north Hollis area.	GHG – Med Equity Health Environment	Public Works, Economic Development & Housing, Police	1-5 years
2G	Promote programs that reduce vehicle miles traveled during new development planning. Examples include employee alternative commute plans and community-based social marketing plans.	GHG – Med Equity	Planning	Ongoing
2H	Reduce the maximum number of allowable parking spaces for new developments.	GHG – Med	Planning	Ongoing
2I	Expand Emery-Go-Round hours and coordinate service to match hours of regional transportation services (BART, trans-bay bus, ferries, etc.)	GHG – High Health Equity Environment	Emery-Go-Round, Economic Development & Housing	Ongoing, 5-10 years
2J	Develop an alternative transportation incentive program for shoppers. Examples include Walk to Shop, a rolling shopping cart discount, or a poster photo campaign.	GHG – Low Economy Health	Bay Street Mall, Public Market, Economic Development & Housing	1-5 years
2K	Develop a community-based social marketing outreach campaign to incentivize public transit for residents and workers in Emeryville. Examples include stickers for using public transit or posters with resident photos.	GHG – Med Health	Environmental Services	1-5 years
2L	Provide concierge service for public transit options, particularly at the Senior Center and Public Market. This can be combined with improved way finding signage and transit information.	GHG – Low Economy	Public Market, Community Services	5-10 years
2M	Increase opportunities for car-sharing and car-pooling via a city transportation demand management program, expanded casual carpool sites, and incentives for car sharing. Examples include Peninsula carpool parking and a program for designating on-street parking spaces for car share programs.	GHG – Low Equity Health Environment	Carma, Zipcar, Environmental Services	1-5 years

2N	Complete South Bayfront bicycle/pedestrian bridge.	GHG – Med Health	Public Works	5-10 years
2O	Investigate the feasibility of roundabout replacements at intersections with controlled intersections. Roundabouts with yield signs may be more energy efficient than stop signs and may reduce head-on collisions.	GHG – Low Health	Public Works	5-10 years

3. Objective: Reduce the carbon intensity of vehicles by 30%.

Objective 3: Actions to be completed by 2030

Number	Action	Impact	Potential Partners & Leads	Timeframe
3A	Expand electric vehicle (EV) charging infrastructure by incentivizing developers and building owners, building city-owned public stations, and/or installing chargers integrated into streetlights	GHG – Med Economy Health Environment	PG&E, Planning, Public Works	Ongoing, 1-5 years
3B	Create EV parking in public lots.	GHG – Med Economy	Planning, Public Works	1-5 years
3C	Advocate for low carbon fuel standards at regional level when opportunity arises.	GHG – High	Environmental Services	5-10 years
3D	Advocate for use of EV in car sharing programs when working with companies such as Carma and Zipcar.	GHG – Med	Carma, Zipcar, Environmental Services	Ongoing, 1-5 years
3E	Plan appropriate charging spaces for electric bikes, buses, and trucks.	GHG – Med	Public Works	Ongoing, 5-10 years
3F	Promote Idle Free campaign for cars idling at intersections.	GHG – Med Environment	Environmental Services	1-5 years
3G	Transition Emery Go Round to less carbon intensive fuels such as hydrogen or electric.	GHG – Med Environment	Emery Go Round, Environmental Services	5-10 years
3H	Implement measure to prohibit the sale of fossil fueled vehicles at car dealerships.	GHG – Med Environment	Economic Development	5-10 years

Section 1.02 Buildings

(b) Transportation

As shown in Table E, the total transportation sector including state highway emissions accounted for 96,270 metric tons CO₂. These emissions come from passenger vehicles, trucks, buses, motorcycles, motorhomes, the Emery Go Round, BART, Amtrak, and off-road vehicles. The majority of these emissions come from gasoline vehicles (58.44%), rather than diesel. Additionally, 55.88% of the vehicles miles traveled came from passenger vehicles (including motorcycles, light and medium trucks, and motorhomes) while 37.00% came from commercial vehicles. When considered with state highway traffic, the public transit options made up less than 7% together in emissions. Transportation emissions have grown significantly since 2004. Even considering local traffic only without the state highways, there has been a 10.17% increase in transportation emissions since 2004; the proportion jumps to 40.19% with state highway traffic.

Table E: Transportation Emissions by Source Including State Highways

Transportation Vehicle Types	Passenger Vehicles	Commercial Vehicles	AC Transit Buses	Emery Go Round	BART	Amtrak	Off Road	TOTAL
Gasoline	50,286	3,476.8	8.33	-	-	-	-	53,771.13
Diesel	3,490.8	32,150	221.79	871	570	935.23	-	38,238.83
Total MTCO _{2e}	53,776.8	35,626.8	230.12	871	570	935.23	4,260	96,270
Percentage of Sector Emissions	55.86%	37.00%	0.24%	0.90%	0.59%	0.97%	4.43%	100%

(c) Waste

As noted in Table A, the waste sector contributed 3,165 metric tons CO₂ to the total community inventory. These emissions result from anaerobic decomposition of organic waste, such as paper, food scraps, plant debris, and wood, which are deposited in a landfill. Since there are no landfills within the Emeryville city boundaries, all the waste generated in the city is transported outside of the city boundaries for disposal, resulting in only Scope 3 emissions for the sector. The emissions accounts for the methane capture at the landfill, as modeled by the ClearPath software. Overall, the city has made progress with its recycling and composting programs, resulting in a 35% reduction in the solid waste tonnage from 2004-2014.

(d) Water/Wastewater

Table F describes the emissions from potable water service and the wastewater process. Energy usage for potable water service includes groundwater extraction, conveyance, treatment, and distribution. Although energy use for wastewater treatment is generated on site through the anaerobic digester, there are still emissions from the N₂O released during the wastewater process, the effluent disposal, and combustion of digester gas. Overall, there has been a 13.46% reduction in water-related emissions since 2004, which may be due to reduced water consumption by the community during the drought years.

Table F: Water and Wastewater Emissions by Source

Emission Source	Potable Water Service	Wastewater Effluent Disposal	Wastewater Process N ₂ O Emissions	Combustion of Digester Gas	Total
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