



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

Chair

*Bobby Lee, At-Large
Residential Member*

Vice Chair

*Andrew Allen
At-Large Business
Member*

Secretary

*Betsy Cooley, At-Large
Residential Member*

Treasurer

*Geoffrey Sears
Wareham
Development*

Directors

*Peter Schreiber
Pixar*

*Colin Osborne
At-Large Business
Member*

*Andrea Kirkpatrick
Oxford Properties*

*Izamar Hook
CenterCal/Bay Street*

*Kristy Micheltore
Bay Center Investors,
LLC*

*Laurie Berberich
SPU 2100 Powell LP.*

AGENDA

Board of Directors Meeting
March 19, 2024 @ 11:00 AM

1333 Park Avenue, Council Chambers, Emeryville, CA 94608
Hybrid Zoom [Link](#): Meeting ID: 847 9813 7450 - Passcode: 862653

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the January 16, 2024 Board of Directors Meeting (Attachment, Page 2)
4. Executive Directors Report
 - A. 2024 Calendar of Actions Overview (Attachment, Page 5)
5. Business Items
 - A. Review of 2023 4th Quarter Financial Report (Attachment, Page 9)
 - B. Review and Consider Approval to Reinvest Matured CD Funds (Attachment, Page 14)
 - C. Review and Consider Approval of Audit Engagement with Maze & Associates for preparation of the 2023 Audited Financial Statements. (Attachment, Page 15)
 - D. Appoint Financial Audit Review Committee
 - E. Review and Consider Approval to Implement TripShot Statement of Work #4 for an Automatic Passenger Counter Pilot (Attachment, Page 22)
 - F. Review and Consider Approval of the Amended and Superseding Agreement with TripShot and Statement of Work #3, authorizing the implementation of TripShot for the West Berkeley Shuttle system. (Attachment, Page 25)
 - G. Review of 2024 Employer Member Candidates (Attachment, Page 42)
6. Confirm date of Next Meeting – May 21, 2024
 - A. Annual Membership Meeting @ 11:00 AM – Elections and Appointments
7. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

January 16, 2024

LOCATION: 1333 PARK AVENUE, GARDEN ROOM

EMERYVILLE, CA 94608

Hybrid Zoom Link: Meeting ID: 847 9813 7450

Passcode: 862653

Directors Present: Bobby Lee, Chair
Betsy Cooley, Secretary
Geoff Sears, Treasurer
Colin Osbourne, Director
Laurie Berberich, Director
Peter Schreiber, Director

Others Present: Daniel Oliver, Executive Director
Janet Shipp, Executive Assistant
Andrew Ridley, Altrans
Martie Wynn, Altrans
Drew Pannell
Pedro Jimenez, Assistant City Manager
Henry Symons, BART
Ryan Reeves, BART

1. Call to Order
Bobby Lee called the Board of Director's meeting to order at 11:11am
2. Public Comment
No comments
3. Approval of the Minutes of the November 14th, 2023 Board of Directors Meeting
Betsy Cooley motioned for approval of the meeting minutes of the November 14, 2023 Board of Directors Meeting. Geoff Sears seconded the motion.

This item was approved by a unanimous vote.

Yes: 6

No: 0

Abstain: 0

4. Executive Directors Report

A. TripShot Implementation Update

TripShot launched December 1. There was a technical issue on the administrative side in which a route was deleted so there was lost data for almost the entire month for Shellmound/Powell. We worked with the TripShot team to figure out how it happened and worked with the Operations team and extra training will be given so it won't happen again.

B. Board of Directors Recruitment Update

We have 2 new corporate members. We are 1 seat short of a full board which is the employer member.

C. Strategic Plan Update

Andrew will send an update over email to the board members and then another subcommittee meeting will be scheduled for those who are interested in attending.

5. Business Items

A. BART Safe and Clean Plan Presentation

Henry Symons and Ryan Reeves presented the BART Safe and Clean Plan Presentation.

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

West Berkeley Shuttle requested a new contract as opposed to an amendment and based it on the Lennar agreement since that was fairly new. The contract was updated and reviewed. This contract will be post dated back to January 1, 2024. Betsy Cooley motioned for approval of the new Transportation Agreement with West Berkeley shuttle, LLC for Operations and Oversight of the West Berkeley Shuttle. Bobby Lee seconded the motion.

This item was approved by a unanimous vote.

Yes: 6

No: 0

Abstain: 0

C. Iris APC Hardware Upgrade

It was recommended to the board that the APC use be discontinued and not to proceed with the reinstallation due to the APCs have never been reliable. There was concern that the drivers wouldn't be able to accurately count with their attention at times not being fully focused on counting. Ridership may not be 100%. Bobby Lee stated he thinks APCs are needed and should be reinstalled. Geoff suggested one bus with APC be installed and see how it works. Bobby requested that someone be fully responsible if the APCs are installed incorrectly. Iris, the manufacturers, would be installing the APC's. Daniel will check to see if Iris can provide an installation on one bus and if not, what would be the fewest number of buses that can be used as a trial. Daniel will get more information.

- D.** Discuss and consider adopting or exceeding the City of Emeryville's CAP goals regarding the ETMA's operation

Andrew Ridley recommended that the ETMA should look at aligning with the existing goals of the city as a good starting point.

- E.** Appoint Executive Director Performance Review Committee, if desired

Daniel mentioned if the Board wants to appoint an Executive Director Performance Review Committee, they should feel free to do so.

- 6.** Confirm Date of Next Meeting

The meeting date was confirmed for February 20, 2024

- 7.** Adjournment

The meeting adjourned at approx. 12:21pm

**Emeryville TMA
2024 Draft Calendar of Actions**

Month/Date	Description
Jan 16	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Appointment of Corporate Members (if applicable) 2. BART Safe and Clean Plan Presentation 3. 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 4. Review and Consider approval of Iris APC Hardware installation 5. Discuss and consider adopting or exceeding the City of Emeryville's CAP goals regarding the ETMA's operations <p><u>Other</u></p> <ol style="list-style-type: none"> 1. City to provide the ETMA with the 1st installment of the PBID Funds by January 15th. 2. Request Audit Engagement Letter from Maze Associates. Bring to Board in February for approval.
Feb 20	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. 4th Quarter Financial Report 2. Review and Consider Approval to reinvest funds from the 7-Month Improvement Project CD, maturing February 12, 2024 3. Review Calendar of Actions 2024 4. Review and Consider Approval of Audit Engagement with Maze & Associates for preparation of 2023 Audited Financial Statements 5. Appoint Audit Review Committee - 3 Directors (Treasurer exempt) <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Strategic Plan Subcommittee Update 2. Solicit quotes and SOW for survey and outreach
Mar 19	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Adopt Resolution to set Annual Membership Meeting – (May 21st, 2024) 2. Review and Consider Approval to reinvest funds from the 7-month Investment Plan CD, maturing May 5, 2024 3. Engage vendor for onboard survey and market research <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Conduct ED Performance Review, if applicable. Prior to BOD meeting
Apr 16	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Prepare 2023 Annual Report. 2. Distribute Nominations Forms to Employer Members– NLT April 15th 3. Post Annual Membership Meeting Invite – NLT April 15th 4. Provide City with Annual Financial and Operations Report (Annual Report) by the 30th 5. Conduct Annual Audit Review Committee (prior to Board May meeting). 6. ETMA Budget Forecasting Review with Chair & Treasurer 7. Vendor to perform surveying and market research
May 21	<p><u>Annual Membership Meeting</u></p> <ol style="list-style-type: none"> 1. Election of Employer Member 2. Appointment of Corporate Members (if applicable) 3. Appoint Executive Director Performance Review Committee, if desired

**Emeryville TMA
2024 Draft Calendar of Actions**

	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Election of Officers 2. 1st Quarter Financial Report. 3. Review and Accept Independent Auditors Report on the 2023 Financial Statements 4. Authorize signing and the filing of the TMA’s Federal Tax Return and State Annual Information Return. 5. Report on survey results, market research. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Tax Filings - due May 15th. 2. City to provide the ETMA with the 2nd installment of the PBID Funds by the 15th. 3. City to notify TMA of any changes the identity of property owners or amounts of assessments on PBID properties in May. 4. Prepare 2025 Preliminary Budget & PBID Levy Recommendation 5. Request Extension for 8 to Go Paratransit Agreement (from City of Emeryville). 6. Distribute Annual Report to members.
Jun 18	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Review of 2025 Preliminary Budget for recommendation to City for 2024-2025 PBID Levy. 2. Review & Consider Approval of 8 to Go Agreement Extension (expires June 30, 2024). 3. Closed Session: Summary of Executive Director Performance Review 4. Approve and adopt 2024-2028 Strategic Plan <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Provide City with prior year audit, receipts and expenditures by the 30th. 2. Provide City with prior year annual financial and operations report. 3. Provide City with the preliminary budget and proposed PBID levy for the following year by the 30th 4. City and TMA liaisons to meet on a semi-annual basis to collaborate on City’s planning efforts to improve Emery Go-Round mobility access throughout the City.
July 16	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. City Council Meeting to adopt Assessment Levy.
Aug 20	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. 2nd Quarter Financial Reports. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Request extension pricing for shuttle operations (MV Transportation), due October 1
Sept 17	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Review & Discuss Draft Budget for 2025 (final action scheduled for October meeting). 2. Review and Consider Approval to reinvest funds from the 12-month Investment Plan Flexible CD, maturing October 6, 2024 <p><u>Other</u></p> <ol style="list-style-type: none"> 1. City to provide an annual accounting of actual PBID funds received, any PBID late fees/penalties received, any mitigation and/or developer fees or grant funds received to the TMA by the 30th. 2. File California Statement of Information Form (Form SI – 100) https://businessfilings.sos.ca.gov

**Emeryville TMA
2024 Draft Calendar of Actions**

Oct 15	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Approval of Resolution to Adopt 2025 Annual Budget 2. Appoint Professional Services Agreement Renewal Committee (Final Action scheduled for November) 3. Review and Consider Approval to reinvest funds from the 13-month Investment Plan CD, maturing November 6, 2024 <p><u>Other</u></p> <ol style="list-style-type: none"> 4. Provide City with a final budget for the follow year by the 30th. 5. Request new agreement/extension with AC Transit for continued fueling services (expires December 2024) on October 1 6. Prepare draft agreement extensions for reimbursable services <ol style="list-style-type: none"> a. West Berkeley Shuttle LLC b. Lennar (Quarterra) 7. Sub-Committee Review of PSAs and Operator Pricing for 2025 services. <ol style="list-style-type: none"> a. WBS b. Quarterra c. MV d. AC Transit
Nov 19	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. 3rd Quarter Financial Reports. 2. Review and Consider Approval of Shuttle Operations Agreement/extension (expires December 31, 2024). 3. Consider Approval of Services Agreement Extension with West Berkeley Shuttle, LLC. 4. Consider Approval of Services Agreement Extension with Lennar (Quarterra). 5. Renewal of AC Transit Fuel Agreement (Expires December 31, 2024) <p><u>Other</u></p>
Dec 17	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions. Hold for agreements/decisions not able to be finalized in November <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Council approval of 2025 Budget.

**Emeryville TMA
2024 Draft Calendar of Actions**

Service Agreements

Service Agreements			
Shuttle Clients	Description	Contract Start Date	Contract End Date
City of Emeryville	8 to Go Paratransit Shuttle Operation	12/2/2008	6/30/2024
Quarterra	The Emery Express Shuttle Operations	7/19/2023	12/31/2024
West Berkeley Shuttle LLC	West Berkeley Shuttle Operations	1/1/2024	12/31/2024

Contractors	Description	Contract Start Date	Contract End Date
AC Transit	Fueling Agreement	1/1/2024	12/31/2024
ALTRANS	Executive Director	3/1/2023	6/30/2024
CalTrans	Bus Yard Lease	9/1/2021	8/31/2050
Hanson Bridget	Attorney	2001 Engagement Letter, Ongoing	
John Tounger	Accounting/Bookkeeping	9/15/2022	9/30/2025
Maze and Associates	Annual Financial Audit	Annual Engagement letter	
MV Transportation	Operations and Maintenance	2/12/2018	12/31/2024
TripShot	Real-Time Tracking	11/1/2023	11/1/2025

Vendors	Description	Start Date	End Date
Allied Landscape	Landscaping	5/2/2022	5/2/2024
All-Ways Green	Janitorial	9/1/2022	Auto Renew
Centralized Vision	Security Monitoring	7/1/2021	7/1/2024
CiviCorps Recycling	Recycling	1/1/2024	Ongoing
Comcast	Secure Business Phone	Ongoing	
Damono Design	Web Design	11/21/2019	12/31/2022
EBMUD	Water/Sewer	Ongoing	
Etheric Networks	Internet	Month-to-Month	
InMotion Hosting	Website Hosting	10/26/2023	10/26/2024
Ojo/Convergint	Camera System Integrator	9/1/2022	8/31/2023
Oracle Security	On-Site Security	9/1/2021	Auto Renew
RFC Wireless	Radios	7/1/2021	7/1/2023
Verizon	Dispatch and Ops Phones	8/6/2021	Auto Renew



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: March 19, 2024
SUBJECT: 2023 ETMA 4th Quarter Financial Report

Revenue

- We have received 100% of the PBID Revenue, City Contribution, and Direct Billed Revenue.
- Reimbursable Shuttle Programs
 - Revenue from the Reimbursable Shuttle Programs is dependent on the expenditures of these programs.
- Because of the Certificate of Deposit accounts that were opened in 2023, the Misc. Revenue (interest income, investments, etc.) ended the year \$42,473 above the budgeted/estimated income.
- Overall, we received 98% of all budgeted revenue for the 2023 year.

Expenditures

- Direct Costs
 - EGR Operations was 10% below our budgeted costs through the end of the 4th quarter
 - EGR Maintenance was 12% below the budgeted costs through the end of the 4th quarter
 - EGR Fuel was 40% below the budgeted costs through the end of the 4th quarter
 - EGR Communications was 105% above the budgeted costs through the end of the 4th quarter. This is due to the implementation of TripShot.
 - EGR Bus Leases/Purchases/Savings was 48% below the budgeted costs through the end of the 4th quarter. Any excess from this line items is expected to go to savings for future fleet/operations procurements or initiatives
- Indirect Costs were about 10% below the budgeted costs through the end of the 4th quarter
- Overall, ETMA Expenditures were 19% below the budgeted costs through the end of the 4th quarter.

ETMA 2023 4th Quarter Financial Report - Accrual Basis

REVENUE	2023 Annual Budget	Expected Revenue to Date	Accrued Revenue to Date	Variance to Date	% of Annual Revenue Received
PBID Revenue					
PBID Revenue	4,373,554	4,373,554	4,373,554	-	100%
Non-PBID Revenue					
City of Emeryville - General Benefit Contribution	634,162	634,162	634,162	-	100%
ETMA Direct Billed Revenue	112,865	112,865	113,373	508	100%
8 to Go Revenue	141,125	141,125	111,384	(29,741)	79%
WBS Revenue	322,000	322,000	295,013	(26,987)	92%
Emery Express Revenue	467,600	467,600	351,911	(115,689)	75%
Misc. Revenue (Interest income, investments, etc.)	3,000	3,000	45,473	42,473	1516%
Subtotal Non-PBID Revenues	1,646,329	1,680,752	1,551,316	(129,436)	94%
TOTAL REVENUE	6,019,883	6,054,306	5,924,870	(129,436)	98%

EXPENDITURES	2023 Annual Budget	Expected Expenditures to Date	Accrued Expenditures to Date	Variance to Date	% of Annual Budgeted Expended
Direct Costs					
EGR Operations	2,700,000	2,700,000	2,431,320	(268,680)	90%
EGR Maintenance	220,000	220,000	194,494	(25,506)	88%
EGR Fuel	360,000	360,000	214,510	(145,490)	60%
EGR Communications	55,000	55,000	112,872	57,872	205%
EGR Misc. Operations Expenses	10,000	10,000	343	(9,657)	3%
EGR Bus Leases/Purchases/Savings	500,000	500,000	161,953	(338,047)	32%
Subtotal Direct Costs	3,845,000	3,845,000	3,115,492	(729,508)	81%
Reimbursable Program Costs					
8 to Go Operations	141,125	141,125	105,505	(35,620)	75%
West Berkeley Shuttle Operations	250,000	250,000	247,133	(2,867)	99%
Emery Express Operations	389,667	389,667	283,832	(105,835)	73%
Subtotal Reimbursable Program Costs	782,900	782,900	636,469	(146,431)	81%
Indirect Costs					
Professional Services	575,000	575,000	522,621	(52,379)	91%
Occupancy (Facilities related expenses)	510,000	510,000	478,860	(31,141)	94%
TMA Insurance	50,000	50,000	55,275	5,275	111%
Conferences, Meetings, Office Expenses	10,000	10,000	231	(9,769)	2%
Membership & Public Outreach	10,000	10,000	220	(9,780)	2%
Pilot Projects & Research	25,000	25,000		(25,000)	0%
Bus Yard	-	-	5,800	5,800	N/A
Subtotal Indirect Costs	1,180,000	1,180,000	1,063,006	(116,994)	90%
TOTAL ETMA EXPENDITURES	5,942,900	5,942,900	4,814,968	(1,127,932)	81%

ETMA 2023 4th Quarter Financial Report - Cash Basis

REVENUE	2023 Annual Budget	Expected Revenue to Date	Received Revenue to Date	Variance to Date	% of Annual Revenue Received
PBID Revenue					
PBID Revenue	4,373,554	4,373,554	4,373,554	-	100%
Non-PBID Revenue					
City of Emeryville - General Benefit Contribution	634,162	634,162	634,162	-	100%
ETMA Direct Billed Revenue	112,865	112,865	113,373	508	100%
8 to Go Revenue	141,125	141,125	109,939	(31,186)	78%
WBS Revenue	322,000	322,000	262,972	(59,028)	82%
Emery Express Revenue	467,600	467,600	408,465	(59,135)	87%
Misc. Revenue (Interest income, investments, etc.)	3,000	3,000	45,473	42,473	1516%
Subtotal Non-PBID Revenues	1,646,329	1,680,752	1,574,384	(106,368)	96%
TOTAL REVENUE	6,019,883	6,054,306	5,947,938	(106,368)	99%

EXPENDITURES	2023 Annual Budget	Expected Expenditures to Date	Expenditures to Date	Variance to Date	% of Annual Budget Expended
Direct Costs					
EGR Operations	2,700,000	2,700,000	2,415,164	(284,836)	89%
EGR Maintenance	220,000	220,000	174,600	(45,400)	79%
EGR Fuel	360,000	360,000	199,802	(160,198)	56%
EGR Communications	55,000	55,000	104,468	49,468	190%
EGR Misc. Operations Expenses	10,000	10,000	343	(9,657)	3%
EGR Bus Leases/Purchases/Savings	500,000	500,000	161,953	(338,047)	32%
Subtotal Direct Costs	3,845,000	3,845,000	3,056,331	(788,669)	79%
Reimbursable Program Operations Costs					
8 to Go Operations	141,125	141,125	106,552	(34,573)	76%
West Berkeley Shuttle Operations	250,000	250,000	247,816	(2,184)	99%
Emery Express Operations	389,667	389,667	292,360	(97,307)	75%
Subtotal Reimbursable Program Costs	782,900	782,900	646,728	(136,172)	83%
Indirect Costs					
Professional Services	575,000	575,000	536,226	(38,774)	93%
Occupancy (Facilities related expenses)	510,000	510,000	476,129	(33,872)	93%
TMA Insurance	50,000	50,000	55,275	5,275	111%
Conferences, Meetings, Office Expenses	10,000	10,000	231	(9,769)	2%
Membership & Public Outreach	10,000	10,000	220	(9,780)	2%
Pilot Projects & Research	25,000	25,000		(25,000)	0%
Bus Yard	-	-	9,400	9,400	N/A
Subtotal Indirect Costs	1,180,000	1,180,000	1,077,481	(102,519)	91%
TOTAL ETMA EXPENDITURES	5,942,900	5,942,900	4,780,539	(1,162,361)	80%

ETMA Reimbursable Shuttle Programs 2023 Q4 Report

West Berkeley Shuttle					
REVENUE	2023 Annual Budget	Expected Revenue to Date	Accrued Revenue to Date	Variance to Date	% of Annual Revenue Received
Revenue	322,000	322,000	295,013	(26,987)	92%
BILLED EXPENDITURES	2023 Annual Budget	Expected Expenditures to Date	Accrued Expenditures to Date	Variance to Date	% of Annual Budgeted Expended
Shuttle Operations	250,000	250,000	243,259	(6,741)	97%
Real-Time Tracking	10,000	10,000	-	(10,000)	0%
Communications	-	-	839	839	N/A
Professional Services*	20,000	20,000	12,435	(7,565)	62%
Subtotal Direct Costs	280,000	280,000	256,533	(23,467)	92%
Indirect Costs (15%)	42,000	42,000	38,480	(3,520)	92%
Total Expenditures	322,000	322,000	295,013	(26,987)	92%
Balance	42,000	42,000	38,480	(3,520)	92%

8 to Go					
REVENUE	2023 Annual Budget	Expected Revenue to Date	Accrued Revenue to Date	Variance to Date	% of Annual Revenue Received
Revenue	137,663	137,663	111,384	(26,279)	81%
BILLED EXPENDITURES	2023 Annual Budget	Expected Expenditures to Date	Accrued Expenditures to Date	Variance to Date	% of Annual Budgeted Expended
Shuttle Operations	109,088	109,088	96,493	(12,595)	88%
Shuttle Maintenance	8,750	8,750	2,562	(6,188)	29%
Professional Services*	13,500	13,500	8,801	(4,700)	65%
Fuel	5,450	5,450	2,609	(2,841)	48%
Communications	875	875	919	44	105%
Total Expenditures	137,663	137,663	111,384	(26,279)	81%

Quarterra (Lennar) - The Emery Express					
REVENUE	2023 Annual Budget	Expected Revenue to Date	Accrued Revenue to Date	Variance to Date	% of Annual Revenue Received
Revenue	467,600	467,600	351,911	(115,689)	75%
BILLED EXPENDITURES	2023 Annual Budget	Expected Expenditures to Date	Accrued Expenditures to Date	Variance to Date	% of Annual Budgeted Expended
Shuttle Operations	290,000	290,000	260,667	(29,333)	90%
Professional Services*	50,000	50,000	13,619	(36,382)	27%
Fuel	44,667	44,667	19,088	(25,579)	43%
Communications	5,000	5,000	839	(4,161)	17%
Subtotal - Direct Costs	389,667	389,667	294,212	(95,454)	76%
Indirect Costs (20%)	77,933	77,933	58,652	(19,281)	75%
Total Expenditures	467,600	467,600	352,864	(114,736)	75%
Balance	77,933	77,933	57,699	(20,234)	74%

* Beginning May 2023, Management costs are built into ALTRANS' flat monthly fees for ETMA Management. As sycgm while the Reimbursable Shuttle Programs are billed for management fees, those fees do not represent additional expenses passed through the ETMA.



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 20, 2024
SUBJECT: 2023 ETMA 4th Quarter Investment Balances

7-Month Featured CD – Improvement Project

This account was opened as a response to the closure of the Summit Bank account and was earmarked for an improvement project to be discussed.

- Opening Date: July 12, 2023
- Opening Balance: \$138,878.17
- Maturity Date: February 12, 2024
- Current Balance*: \$141,523.57
- Growth-to-date: \$2,645.40

7-Month Featured CD – 2023 Investment Plan

This account was opened as part of the September 2023 Investment Plan

- Opening Date: October 6, 2023
- Opening Balance: \$1,750,000.00
- Maturity Date: May 5, 2024
- Current Balance*: \$1,764,330.72
- Growth-to-date: \$14,330.72

13-Month Featured CD – 2023 Investment Plan

This account was opened as part of the September 2023 Investment Plan

- Opening Date: October 6, 2023
- Opening Balance: \$1,750,000.00
- Maturity Date: November 6, 2024
- Current Balance*: \$1,764,330.72
- Growth-to-date: \$14,330.72

12-Month Flexible CD – 2023 Investment Plan

This account was opened as part of the September 2023 Investment Plan. The flexible nature of the account allows funds to be withdrawn as needed without penalty. This allows bills to be paid out of these funds while still earning a higher interest rate on the remaining funds.

- Opening Date: October 6, 2023
- Opening Balance: \$2,000,000.00
- Maturity Date: October 6, 2024
- Withdrawals: \$500,000.00
- Current Balance*: \$1,512,690.44
- Growth-to-date: \$12,690.44

**Current balances as of December 31, 2023*



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: March 19, 2024
SUBJECT: Spring 2024 Certificate of Deposit (CD) Reinvestment

Background

Improvement Project CD: 7-Month

At the May 2023 ETMA Board Meeting, the board elected to close the existing Summit Bank account, which held a balance of \$138,878.17 and to transfer the funds to Bank of America, to be opened in a 7-month Certificate of Deposit (CD) account. The funds were earmarked for an improvement project to be discussed and recommended by sub-committee, but the committee did not convene to discuss during the duration of the account.

The CD account was opened on July 12, 2023 and reached its maturity date on February 12, 2024. In the 7 months, the account earned interest of \$3,731.66, with a closing balance of \$142,609.83. On February 12, 2024 the account was closed and the funds were transferred to the ETMA's Checking Account.

Investment Plan CD: 7-Month

At the September 2023 ETMA Board Meeting, the board elected to open a 7-month CD account in the amount of \$1,750,000 as part of the September 2023 Investment Plan.

As of February 2024, the account balance had increased to \$1,778,992, having earned \$28,992 of interest income. The account will reach its maturity date on May 5, 2024 and will have an estimated closing balance of \$1,800,428, a \$50,428 gain. Upon maturity, the account will be closed, and the funds will be deposited into the ETMA's Checking Account.

Recommendations

Improvement Project CD: 7-Month

Management recommends to reinvest the matured Improvement Project funds into another 7-month CD, which currently has an APY of 4.75%*. At the maturity of this investment, the balance of the account will be an estimated \$146,522, a gain of \$3,913. Further discussion about how to utilize the funds should be conducted once the strategic planning process has progressed into near or fully complete form.

Investment Plan CD: 13-Month

Upon the maturity of the current 7-month Investment Plan CD, management recommends to reinvest the \$1,800,428 into a 13-month CD, which currently has an APY of 4.3%*. At the maturity of this investment, the balance of the account will be an estimated \$1,884,446, a gain of \$84,018. With this 13-month CD (IP-Funds A) and the previously opened 13-month CD (IP-Funds B), which will mature in November 2024, the ETMA will have semi-annual maturity dates, providing flexibility/availability of funds, should they be needed.

**As of March 8, 2024*

February 28, 2024

Daniel Oliver, Executive Director
Emeryville Transportation Management Association
c/o ALTRANS TMA, Inc.

Dear Daniel,

We are pleased to confirm our understanding of the services we are to provide for the Emeryville Transportation Management Association (Association) for the year ended December 31, 2023. The services we have been engaged to provide are outlined below, but we are also available to provide additional services at your request:

- 1) Audit of the Association's financial statements, review and issuance of management recommendations.

We will audit the statement of financial position of the Association as of December 31, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended.

Audit Objective

The objective of our audit is to express an opinion on whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Association's financial statements. Our report will be addressed to the Board of the Association. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill the Association for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted accounting standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Association and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Other Services

We will assist in preparing the Association's financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will provide the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with (a) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the Association from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Association involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting it received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Association complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management is required to disclose in the financial statements the date through which subsequent events have been evaluated and whether that date is the date the financial statements were issued or were available to be issued. Management agrees not to date the subsequent event note earlier than the date of the management representation letter.

Management agrees to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accepting responsibility for them.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is our property and constitutes confidential information. However, pursuant to the authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing oversight of direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maze & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. We will retain audit documentation for seven years after the report release date pursuant to state regulations.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in March 2024, and to issue our reports no later than May 10, 2024. Vikki Rodriguez is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services are billed based on our contract with the Association. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the Association's account becomes thirty days or more overdue and may not be resumed until the Association's account is paid in full.

These fees are based on anticipated cooperation from Association personnel, the completion of schedules and data requested on our Checklists, and the assumption that there will be no unexpected increases in work scope or delays which are beyond our control, as discussed on the Fees Attachment to this letter. If significant additional time is necessary, we will discuss it with management and arrive at a new fee before we incur any additional costs.

Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Association and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return the entire copy to us.



Maze & Associates

RESPONSE:
This letter correctly sets forth the understanding of Management.

By: _____
Title: _____
Date: _____

**Emeryville Transportation Management Association
2023 Fee Schedule**

	<u>Fee</u>
Audit of Financial Statements	<u>\$11,230</u>

2023 Fees – Our recurring fees have been adjusted only for the change in the services component of the Bay Area Cost of Living Index for the San Francisco Bay Area of 3.8%.

PDF Copies of Reports – scanned copies of the above reports are available upon request at no charge. These scanned copies (300 dpi) are not high quality and the file sizes may be large, depending on the length of the report. **If you intend to post the FS to your website, we do not recommend using the scanned copies to do so.** If you would like a higher quality PDF file, we have listed three options below. Please contact us for more information on the specifics of these options. **Please contact us if you would like us to prepare one of the following three options** for your FS, or if you'd like a quote for the preparation of a file for another type of report. In addition, should you decide on one of the following options, please let us know at least a week in advance.

1. INDIVIDUAL PDF FS PAGES - \$160
2. WEB PDF FS - \$240
3. CAMERA READY PDF FS - \$375

Additional Services - The above fees are for audit and assurance services described in the accompanying engagement letter. They do not include fees for assisting with closing the books nor providing other accounting services. Should the Association require assistance beyond audit services we will provide a cost estimate before proceeding.

Report Finalization - Our fee is based on our understanding that all information and materials necessary to finalize all our reports will be provided to us before we complete our year-end fieldwork in your offices. In the case of financial statements, this includes all the materials and information required to print the financial statements. Once reports have been issued and printed, any report changes you make and changes required because information was not received timely will be billed at our normal hourly rates.

Post-Closing Client Adjusting Entries - The first step in our year-end audit is the preparation of financial statement drafts from your final closing trial balance. That means any entries you make after handing us your closing trial balance must be handled as audit adjustments, or in extreme cases, by re-inputting the entire trial balance, even if the amounts are immaterial. If you make such entries and the amounts are in fact immaterial, we will bill you for the costs of the adjustments or re-input at our normal hourly rates.

Recurring Audit Adjustments - Each year we include the prior year's adjusting entries as new steps in our Closing Checklist, so that you can incorporate these entries in your closing. If we are required to continue to make these same adjustments as part of this year's audit, we will bill for this service at our normal hourly rates.

Grant Programs Requiring Separate Audit - Grant programs requiring separate audits represent a significant increase in work scope, and fees for these audits vary based on the grant requirements. If you wish us to determine and identify which programs are subject to audit, we will bill you for that time at our normal hourly rates.

Changes in Association Personnel - Our experience is that changes and /or reductions in Finance Department staff can have a pronounced impact on costs of performing the audit. If such changes occur, we will meet with you to assess their impact and arrive at a new fee before we begin the next phase of our work. However, we reserve the right to revisit this subject at the conclusion of the audit, based on your actual performance and our actual costs.



Report on the Firm's System of Quality Control

January 31, 2018

To Maze & Associates Accountancy Corporation and the
Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation (the firm) in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

190 Camino Oruga, Suite 1 • Napa, CA 94558 • telephone: 707.255.0677 • fax: 707.255.0687
Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maze & Associates Accountancy Corporation has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: March 19, 2024
SUBJECT: 2024 Automatic Passenger Counter Pilot

Background

At the January 2024 ETMA Board meeting it was discussed that in order to utilize the Automatic Passenger Counters with TripShot, it would cost roughly \$54k to upgrade the hardware. Instead of moving forward with all of the shuttles, a pilot was discussed in which a few shuttles were upgraded in order to monitor the accuracy of the APCs. The information gathered from this pilot would then be utilized to inform the decision whether or not to upgrade the rest of the fleet. It was also requested that a single vendor be responsible for the implementation and sourcing of the upgrades. TripShot was contacted and is willing/able to be the turn-key provider of the APC service since the ETMA is already using them for Real-Time Tracking.

Pilot Recommendation

It is recommended to install the upgrades on three shuttles for the pilot. The multi-shuttle pilot will allow for the best evaluation of the system, while removing the potential of a single-point of failure.

Cost

For the three-shuttle pilot, TripShot quoted \$10,496 for hardware, installation, and data service.

In addition, there is an annual service cost for Iris that is \$1,539 per year, but they are willing to waive 6-months of that (\$769.50).

In total, for a one-year pilot, it will cost \$11,265.50.

QUOTE/ESTIMATE



DATE: 2/8/2024

QUOTE VALID FOR 30 DAYS | PAYMENT TERMS: NET 30

3031 Tisch Way, 110 Plaza West
San Jose, CA 95128

Emeryville Transportation Management Association

TO: Bobby Lee - bobby@visiblee.me

Chair, Board of Directors

FROM: Matt Yourd - myourd@tripshot.com

Solutions Engineer

Annual – Recurring: Third-Party SaaS & Data Plan Pricing

DESCRIPTION	PRICE PER VEHICLE	QUANTITY	ANNUAL AMOUNT
iris onAir Data + Web SaaS ^A	\$ 256.50	3.00	\$ 769.50
4G Data & SIM Card (Verizon) ^B	\$ 420.00	3.00	\$ 1,260.00
ANNUAL SUBTOTAL			\$2,029.50

One Time Investment: Third Party Hardware

DESCRIPTION	PRICE PER VEHICLE	QUANTITY	AMOUNT
IRMA Hub + Re-mounting equipment	\$ 1,280.00	3.00	\$ 3,840.00

One Time Investment: Installation Labor

DESCRIPTION	PRICE PER VEHICLE	QUANTITY	AMOUNT
iris APC + Hub Installation (2-Door Bus) ^C	\$ 732.00	3.00	\$ 2,196.00

One Time Investment: Project Management & Travel

DESCRIPTION	PRICE	QUANTITY	AMOUNT
Iris Onsite Project Management & Travel	\$ 3,200.00 ^D	-	\$ 3,200.00

NOTES:

^A iris onAir Data + Web SaaS are invoiced monthly regardless of vehicle operation. Note: iris has waived six (6) months of the iris onAir + Web SaaS fees.

^B iris requires an onboard internet connection in each vehicle that is standalone from the TripShot tablet hardware. TripShot has quoted "4G Data & SIM Card (Verizon)" to support the network connection requirement.

^C Quote valid for and based on Installation planned for vehicles:

- Three (3) – 2-Door Vehicles

^D Onsite Project Management & Travel for iris includes 1 total day(s).

- Price Validity: POs must be placed and services rendered prior to the end of 2024.
- All shipping costs and taxes are not included and will be passed through at time of shipment.
- Hardware delivery and installation timelines to be provided upon fully executed agreements.
- iris is not responsible for any damages to third party equipment removal. iris is not trained on third party APC equipment installations.
- Customer ensures buses will be made available to complete installation during normal business hours, excluding holidays. If required, night shifts can be accommodated but may impact labor cost.



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: March 19, 2024
SUBJECT: Amended and Superseding Agreement with TripShot and SOW #3 for WBS Implementation

Background

In July of 2023, around the same time that the ETMA began conversations with TripShot, West Berkeley Shuttle LLC (WBS) became interested in learning more about the real-time tracking system. ETMA Management met regularly with both WBS and TripShot to discuss the service options for the program as well as the arrangement in which the service could be implemented. WBS requested that all aspects of the shuttle service, including the ownership of the contract with TripShot, be sourced through the ETMA with the WBS providing reimbursement. This reimbursement will be applied to the Direct Cost line item on the WBS invoice, which will have the agreed upon 15% indirect cost markup applied.

Agreement Amendments

West Berkeley Shuttle LLC requested a few changes to the existing agreement between TripShot and the ETMA to provide them, as a “customer” of the ETMA more protection within the scope of the agreement. The changes requested were reviewed and approved by TripShot and the ETMA’s attorney. The dispersed nature of the changes required an amended and superseding update to the existing agreement.

Statement of Work #3

Statement of Work #3 between TripShot and the Emeryville TMA defines the services to be rendered for the real-time tracking implementation for the West Berkeley Shuttle program. This additional Statement of Work allows for the West Berkeley Shuttle to be listed separately from the Emery Go-Round shuttle service within TripShot.

This SOW includes:

- Services: TripShot CAD/AVL (Real-time tracking) system
- Hardware: One driver tablet, data, and mobile device management services
- Terms: One year
- Invoicing: Monthly

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made and entered into as of _____ ("**Effective Date**"), between TripShot, Inc. ("**TripShot**"), a Delaware corporation having a principal place of business at 3031 Tisch Way, 110 Plaza West San Jose CA 95128, and Emeryville Transportation Management Association, having its principal place of business at 3640 Mandela Pkwy Oakland, CA 94608. ("**Subscriber**").

This Agreement amends and supersedes the Agreement dated November 1, 2023.

BACKGROUND

- A. TripShot offers a fleet mobility operating solution, including an online management platform, hardware, and professional services.
- B. Subscriber wishes to use TripShot's solution in connection with the management of its vehicle fleet, and TripShot desires to grant Subscriber those rights on the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

- 1.1 "**Authorized Customer**" if applicable, the customer or customers of Subscriber identified in an SOW for which Subscriber is authorized under this Agreement to use the TripShot Platform in connection with the Subscriber's services to that Authorized Customer.
- 1.2 "**Documentation**" means TripShot-provided user documentation, in all forms, relating to the Services (e.g., user manuals, on-line help files, etc.).
- 1.3 "**End User**" means any employee, driver, agent, or other authorized user of the Services (other than Riders).
- 1.4 "**Firmware**" means any of TripShot's proprietary software in executable object form provided as part of the Services or any hardware and any updates, upgrades, enhancements, derivatives, or revisions thereto.
- 1.5 "**Hardware**" means the hardware and equipment provided by TripShot to Subscriber.
- 1.6 "**Mobile App**" means TripShot's mobile app which TripShot makes available to Riders on [the App Store and Google Play] to facilitate transit on buses and other vehicles powered by the Services.
- 1.7 "**Statement of Work**" or "**SOW**" means the ordering document executed by the parties referencing this Agreement and specifying any Professional Services to be provided, any Hardware to be purchased by Subscriber, and the applicable Scope Limitations for Subscriber's subscription to the TripShot Platform.
- 1.8 "**Professional Service(s)**" means any integration, installation, training, or other professional services that TripShot agrees to provide pursuant to a mutually executed Statement of Work.
- 1.9 "**Riders**" means riders of fleet vehicles (buses, etc.) who use the Mobile App to schedule and/or take rides.
- 1.10 "**Scope Limitations**" means the limitations on Subscriber's use of the TripShot Platform specified in any Statement of Work. Scope Limitations includes any Authorized Customers.
- 1.11 "**Services**" means, collectively, TripShot's provision of the TripShot Platform, Professional Services, sale of hardware, and other performance under this Agreement.

1.12 **"TripShot Platform"** means TripShot's proprietary software-as-a-service transportation management platform, as further described in the applicable Statement of Work.

1.13 **"TripShot Property"** means the TripShot Platform, Documentation, and Firmware.

2. STATEMENTS OF WORKS; GRANT OF RIGHTS

2.1 Statement of Works. Subscriber's (and any Authorized Customer's) use of the TripShot Platform is contingent on Subscriber and TripShot executing an SOW providing for a subscription to the TripShot Platform. The initial SOW is attached to this Agreement as **Exhibit A**. SOWs will specify, as applicable, the term of Subscriber's subscription to the TripShot Platform and any applicable Scope Limitations, including any Authorized Customer(s), Hardware purchased by Subscriber, Professional Services to be provided, pricing for the foregoing items, and any other applicable terms. Multiple SOWs may be executed by the parties, including for increasing the scope of Subscriber's subscription or for additional Hardware orders. In the event of a conflict between an SOW and this Agreement, the terms and conditions of this Agreement shall control, unless the SOW expressly and specifically references the provision of this Agreement to be amended. Specific terms in an SOW shall not affect any other SOW under this Agreement without explicit agreement of the parties.

2.2 TripShot Platform. Subject to the terms and conditions of this Agreement, TripShot grants to Subscriber **and each Authorized Customer** a worldwide, non-exclusive, non-transferable (except as permitted in Section 14.2) right during the Term of this Agreement to use and access the TripShot Platform solely in connection with Subscriber's **and each Authorized Customer** internal business operations and subject to any Scope Limitations. Subscriber may make available the TripShot Platform to its End Users (and, if authorized in an SOW, Authorized Customers **and their End Users**), provided that Subscriber will remain liable for any action or inaction of its End Users and Authorized Customers which, if undertaken by Subscriber, would be a breach of this Agreement.

2.3 Documentation. Subject to the terms and conditions of this Agreement, TripShot grants to Subscriber a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 14.2) license, without right of sublicense, during the Term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with Subscriber's use of the Services in accordance with this Agreement.

2.4 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties to use TripShot Property; (b) decompile, deconstruct, or attempt to derive the source code of any TripShot Property; (c) use the Services to provide retail services to third parties or otherwise commercialize or resell the Services; and (d) circumvent or disable any security or other technological features or measures of the TripShot Property.

2.5 Reservation of Rights. Subscriber will not have any rights to TripShot Property, except as expressly granted in this Agreement. TripShot reserves to itself all rights to TripShot Property not expressly granted to Subscriber in this Agreement. Without limiting the foregoing, TripShot retains all copyright, patent, and other intellectual property rights in and to the TripShot Property, and in all upgrades, enhancements, new versions, and derivative works of the same.

3. SUBSCRIBER OBLIGATIONS

3.1 Compliance with Laws. Subscriber will use the TripShot Platform, Hardware, Documentation, Firmware, any Rider Data (defined below) made available, and any other Services provided by TripShot in compliance with all applicable laws and regulations.

3.2 Protection against Unauthorized Use. Subscriber will not permit any unauthorized access to the TripShot Platform, and immediately notify TripShot in writing of any unauthorized use that comes to Subscriber's attention. If there is unauthorized use by anyone who obtained access to the TripShot Platform directly or indirectly through Subscriber, Subscriber will take all steps reasonably necessary to terminate the unauthorized use. Subscriber will cooperate and assist with any actions taken by TripShot to prevent or terminate unauthorized use of the TripShot Platform.

3.3 Access. Subscriber will permit TripShot physical access to Subscriber's facilities and the Hardware at all reasonable times during normal business hours and remote access to the Hardware at all times for the purpose of inspection, providing support, upgrades, and for any other purpose reasonably requested by TripShot or otherwise contemplated in this Agreement.

4. PROFESSIONAL SERVICES

4.1 General. TripShot will use its commercially reasonable efforts to provide the Professional Services as set forth in each applicable SOW. TripShot will perform the Professional Services in a professional and workmanlike manner using personnel with appropriate skill and experience.

4.2 Work Product. The Professional Services will not include any custom development work for Subscriber nor will they constitute "work for hire." Any development work will be subject to a separate written agreement with TripShot specifying the services and deliverables to be provided. Nothing in this Agreement, or any SOW, transfers (or should be construed to transfer) any intellectual property rights of a party to the other party.

5. HARDWARE.

5.1 Orders of Hardware. During the Term, TripShot may sell to Subscriber, and Subscriber may purchase from TripShot, certain Hardware offered by TripShot pursuant to an SOW. Subscriber is not obligated to purchase any annual minimum quantities of Hardware from TripShot, and TripShot is not obligated to sell any annual minimum quantities of Hardware to Subscriber.

5.2 Payment. Unless otherwise provided in an SOW, payment for all Hardware is due in advance of shipment in accordance with the pricing included in the applicable SOW. Payment will be made in accordance with Section 6 below.

5.3 Shipment. Unless expressly agreed to by the parties in writing, TripShot shall select the method of shipment of, and the carrier for, the Hardware. TripShot may, depending on inventory availability, make partial shipments of Hardware to Subscriber. The SOW will specify, or Subscriber will otherwise specify in writing to TripShot, the location for delivery of the Hardware ("**Delivery Location**").

5.4 Delivery Estimates. Subscriber acknowledges and agrees that Hardware provided is sourced from third-party original equipment manufacturers ("**OEMs**"). OEMs may have limited inventory, delays in shipping, or other constraints which in turn effect the ability of TripShot to quickly delivery Hardware to Subscriber. TripShot will use its commercially reasonable efforts to provide accurate delivery estimates and communicate any potential delays in shipping to Subscriber, but all delivery timelines stated in an SOW or otherwise by TripShot are estimates only. Under no circumstance will TripShot be liable for any delayed shipments of Hardware.

5.5 Title and Risk of Loss. Title to Hardware ordered under any SOW passes to Subscriber upon delivery of that Hardware to the Delivery Location. Risk of loss to all Hardware ordered under any SOW passes to Subscriber upon TripShot's tender of that Hardware to the carrier.

5.6 OEM Warranties. Hardware purchased may be covered by warranties from the OEM of that Hardware ("**OEM Warranty**"). TripShot will specify any OEM Warranties applicable to Hardware purchased and pass through those OEM Warranties to Subscriber. In the event of any claim under an OEM Warranty, unless otherwise agreed in an SOW or by the parties in writing, TripShot will use its commercially reasonable efforts to process those claims on Subscriber's behalf, provide that Subscriber (at Subscriber's cost and expense), ships the affected Hardware back to TripShot following TripShot's instructions.

5.7 Disclaimer. OTHER THAN ANY OEM WARRANTIES WHICH TRIPSHOT MAY PASS THROUGH TO SUBSCRIBER, TRIPSHOT MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE HARDWARE, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SUBSCRIBER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE HARDWARE MADE BY TRIPSHOT, OR ANY OTHER PERSON ON TRIPSHOT'S BEHALF.

6. FEES AND PAYMENT

6.1 Fees and Payment Terms.

(a) Subscriber will pay TripShot the fees and any other amounts owing under this Agreement. Unless otherwise specified in the applicable SOW, Subscriber will pay all amounts due within 30 days of the date of the applicable invoice.

(b) Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by TripShot to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

6.2 Taxes. Other than net income taxes imposed on TripShot, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement.

7. TERM AND TERMINATION

7.1 Term. This Agreement will commence upon the Effective Date and continue for two years unless this Agreement is terminated earlier in accordance with the terms of this Agreement **or the applicable SOW** (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement will automatically renew for consecutive one-year terms (each a "**Renewal Term**", and together with the Initial Term the "**Term**") unless a party provides at least 30 days' written notice of its intent not to renew prior to expiration of the Initial Term or then- current Renewal Term. Upon any non-renewal or expiration of this Agreement, any SOW in existence as of the date that this Agreement will continue for the period specified in that SOW and will continue to be governed by the terms of this Agreement unless specifically terminated in accordance with the terms of this Agreement or the terms of the applicable SOW.

7.2 Termination. Either party may terminate this Agreement and or any individual SOW immediately upon written notice to the other party if:

(a) the other party materially breaches the terms of this Agreement and that breach is not cured more than 30 days after the breaching party received written notice of that breach from the non-breaching party; or

(b) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

7.3 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) Subscriber will pay to TripShot any fees, reimbursable expenses, compensation, or other amounts that have accrued prior to the effective date of the termination; (b) any and all liabilities accrued prior to the effective date of the termination will survive; and (c) Subscriber will provide TripShot with a written certification signed by an authorized Subscriber representative certifying that all use by Subscriber of the Services and Documentation has been discontinued.

8. DATA

8.1 Rider Data. All Riders' use of the Mobile App is subject to TripShot's Terms of Use and Privacy Policy available at (<https://www.tripshot.com/privacy>). Riders are customers of TripShot and the Mobile App and Subscriber acknowledges that Riders are free to use the Mobile App with Subscriber or any other number of other applicable fleet vehicle services, employers, or other operators of the TripShot Platform applicable to that Rider. Any data provided by a Rider through the Mobile App ("**Rider Data**") is collected, stored, and processed exclusively in accordance with TripShot's privacy policy. TripShot hereby grants to Subscriber the non-exclusive, worldwide, non-transferrable, non-sublicensable, and revocable right to use Rider Data which is applicable to Subscriber's use of the TripShot Platform (e.g. regarding rides by Riders on Subscriber's vehicles) as necessary for Subscriber to provision services to those Riders through the TripShot Platform. Subscriber agrees to use Rider Data in accordance with the Privacy Policy and all applicable laws.

8.2 Mobile Device Management; Hardware Data. Subscriber acknowledges and agrees that Hardware purchased may, if so indicated on the SOW or otherwise in writing by TripShot, necessitate third-party mobile device management software ("**MDMS**") so that TripShot may troubleshoot, maintain, and service the Hardware for Subscriber as part of the Services. Subscriber's use of the MDMS will be subject to any MDMS privacy policy or terms of use. Any MDMS data sent to TripShot will be considered Subscriber Data (defined below) and subject to Section 8.3 below.

8.3 Subscriber Data. As between Subscriber and TripShot, any data or information collected by or generated through the TripShot Platform concerning Subscriber's use of the TripShot Platform ("**Subscriber Data**") or any Authorized Customer's use of the TripShot Platform ("**Authorized Customer Data**") will be owned exclusively by Subscriber. Subscriber Data and Authorized Customer Data do not include any Rider Data. Subscriber hereby grants TripShot a non-exclusive, worldwide, non-transferable right and license to use, copy, host, distribute, publish, and make available Subscriber Data and Authorized Customer Data during the Term as reasonably necessary to provide the Services and as specified in Section 8.4 below.

8.4 Authorized Customer Data. In addition to the rights granted in 8.3, if an Authorized Customer subsequently licenses the TripShot Platform directly or through any other transportation service provider other than Subscriber, Subscriber (i) grants TripShot a non-exclusive, worldwide, non-transferable, perpetual right to use, copy, modify, and adapt the applicable Authorized Customer Data, and (ii)

acknowledges and agrees that TripShot may transfer any Platform access points specific to any such Authorized Customer (e.g., Uniform Resource Locators).

8.5 Analytics Data. Subscriber agrees that TripShot may process, transmit, store, use, create, and disclose aggregated and/or deidentified data derived from the use of the TripShot Platform, Services, or Subscriber Data (“**Analytics Data**”) for its business purposes, including for data analysis, benchmarking, technical support, and product development purposes. All Analytics Data will be in an aggregated and/or deidentified form only and will not identify Subscriber.

9. WARRANTIES AND DISCLAIMER

9.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party’s execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

9.2 Subscriber Warranties. Subscriber represents and warrant to TripShot that: (a) Subscriber has obtained and will maintain all necessary rights, consents, and authorizations for TripShot to process Subscriber Data in accordance with the terms of the Agreement; and (b) Subscriber’s use of the TripShot Technology and any Rider Data will be in compliance with all applicable laws, regulations, and statutes.

9.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 9, TRIPSHOT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. TRIPSHOT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. TRIPSHOT DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. TRIPSHOT DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. TRIPSHOT EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON SUBSCRIBER’S OR ITS AUTHORIZED USER’S USE OF THE SERVICES, INCLUDING ANY DATA PROCESSED, ENTERED INTO, OR OTHERWISE USED BY OR WITH THE SERVICES, THE INTERNET, OR THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

10. INTELLECTUAL PROPERTY INFRINGEMENT

10.1 Infringement Defense. TripShot will defend Subscriber from any actual or threatened third-party claim that the Services infringe or misappropriate any U.S. patent issued as of the Effective Date during the term of this Agreement if: (a) Subscriber gives TripShot prompt written notice of the claim; TripShot has full and complete control over the defense and settlement of the claim; (b) Subscriber provides assistance in connection with the defense and settlement of the claim as TripShot may reasonably request; (c) and Subscriber complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

10.2 Infringement Indemnification. TripShot will indemnify Subscriber, **each Authorized Customer and their respective officers, directors, agents, employees and affiliates (“Subscriber Indemnitees”)** against: (a) all damages, costs, and attorneys’ fees finally awarded against **Subscriber Indemnitees** in any proceeding under Section 10.1; (b) all out- of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by **Subscriber Indemnitees** in connection with the defense of such proceeding (other than attorneys’ fees and costs incurred without TripShot’s consent after TripShot has accepted defense of such claim); and (c) if any proceeding arising under

Section 10.1 is settled, all amounts paid to any third party as agreed to by TripShot in settlement of any such claims.

10.3 Mitigation of Infringement Action. If Subscriber's use of the Services is, or in TripShot's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 10.1, then TripShot will either at its sole option: (a) procure the continuing right of Subscriber to use the Services; (b) replace or modify the Services in a functionally similar manner so that it no longer infringes; or if, despite its commercially reasonable efforts, TripShot is unable to do either (a) or (b), TripShot may terminate the licenses with respect to the Services subject to the infringement claim and refund to Subscriber all unused fees pre-paid by Subscriber.

10.4 Exclusions. TripShot will have no obligation under this Section 10 for any infringement if any portion of the claim arises out of or is based upon: (a) the combination, operation, or use of the Services with a third-party product or service; designs, requirements, or specifications for the Services required by or provided by Subscriber; (b) use of the Services outside of the scope of the license granted hereunder; (c) failure to use the latest release of the Services or to comply with instructions or Documentation provided by TripShot; (d) any modification of the Services not made by TripShot; or (d) unauthorized use of the Services. Subscriber will reimburse, indemnify, and hold harmless TripShot for any costs or damages that result from these actions.

10.5 Exclusive Remedy. THIS SECTION 10 STATES TRIPSHOT'S SOLE AND EXCLUSIVE LIABILITY, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, FOR THE ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT BY THE SERVICES.

11. SUBSCRIBER INDEMNIFICATION

11.1 Defense. Subscriber will defend TripShot and its officers, directors, employees, and agents, from any actual or threatened third-party claim arising out of or based upon (a) Subscriber's, the End Users' or the Authorized User's negligence or willful misconduct in use of the Services, or (b) Subscriber's, the End User's or the Authorized User's breach of any of the provisions of this Agreement. TripShot will: (i) give Subscriber prompt written notice of the claim (provided that any delay will not relieve Subscriber of its obligations under this Section 11 except if the delay materially prejudices Subscriber in its defense of the claim); (ii) grant Subscriber full and complete control over the defense and settlement of the claim; (iii) assist Subscriber with the defense and settlement of the claim as Subscriber may reasonably request and at Subscriber's expense; and (iv) comply with any settlement or court order made in connection with the claim.

11.2 Indemnification. Subscriber will indemnify TripShot against: (a) all damages, costs, and attorneys' fees finally awarded against TripShot in any proceeding under Section 11.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by TripShot in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Subscriber's consent after Subscriber has accepted defense of such claim); and (c) if any proceeding arising under Section 11.1 is settled, Subscriber will pay any amounts to any third party agreed to by Subscriber in settlement of any such claims.

12. LIMITATIONS OF LIABILITY

12.1 Disclaimer of Certain Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TRIPSHOT WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY **AUTHORIZED CUSTOMER** FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST

PROFITS OR LOSS OF BUSINESS, EVEN IF TRIPSHOT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL TRIPSHOT'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF ONE-HUNDRED-THOUSAND (100,000) DOLLARS OR THE TOTAL AMOUNT PAID BY SUBSCRIBER TO TRIPSHOT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY TRIPSHOT TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 12 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

13. CONFIDENTIALITY

13.1 Definition. "**Confidential Information**" means any confidential, proprietary, trade secret, or other information of a party, whether of a technical, business, or other nature (including, without limitation, information relating to a party's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects, or other affairs), that is disclosed to a party during the Term of this Agreement and that such party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party. Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.

13.2 Restricted Use and Nondisclosure. During and after the Term of this Agreement, each party will: (a) use the other party's Confidential Information solely for the purpose for which it is provided; (b) not disclose the other party's Confidential Information to a third party unless the third party must access the Confidential Information to perform in accordance with this Agreement, and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this Section 13; and (c) maintain the secrecy of, and protect from unauthorized use and disclosure, the other party's Confidential Information to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

13.3 Required Disclosure. If either party is required by law to disclose the Confidential Information or the terms of this Agreement, the disclosing party must give prompt written notice of such requirement before such disclosure, to the extent permitted by law, and assist the non-disclosing party in obtaining an order protecting the Confidential Information from public disclosure.

13.4 Return of Materials. Upon the termination or expiration of this Agreement, or upon earlier request, each party will deliver to the other all Confidential Information that it may have in its possession or control. Notwithstanding the foregoing, neither party will be required to return materials that it must

retain in order to receive the benefits of this Agreement or properly perform in accordance with this Agreement or applicable law.

14. GENERAL

14.1 Relationship. Each of the parties will be and act as an independent contractor (and not as the agent or representative of the other party) in the performance of this Agreement. This Agreement will not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on any party; or (c) prohibiting or restricting a party's performance of any services for any third party. No party will represent to anyone that it is an agent of another party or is otherwise authorized to bind or commit another party in any way without prior authorization from such other party.

14.2 Assignability. Subscriber may not assign its right, duties, or obligations under this Agreement without TripShot's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void.

14.3 Subcontractors. TripShot may utilize subcontractors or other third parties to perform its duties under this Agreement so long as TripShot remains responsible for all of its obligations under this Agreement

14.4 Reference. Subject to Section 13, regarding confidentiality, Subscriber will: (a) permit TripShot to create and publish a case study describing in general terms the nature of Subscriber's use of the Services; (b) permit TripShot to issue and publish a press release containing a quotation from a representative of Subscriber announcing the Subscriber has subscribed to use the Service and the general context of the intended use; and (c) allow Subscriber's name and logo to be posted on TripShot's website and in marketing materials.

14.5 Non-solicitation. During the Term of this Agreement and for a period of 1 year thereafter, Subscriber will not, directly or indirectly, employ or solicit the employment or services of a TripShot employee or independent contractor without the prior written consent of TripShot.

14.6 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in the preamble of this Agreement with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

14.7 Force Majeure. TripShot will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond TripShot's reasonable control, so long as TripShot uses commercially reasonable efforts to avoid or remove such causes of non-performance.

14.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, without reference to its choice of law rules. The provisions of the U.N. Convention on Contracts for the International Sale of Equipment shall not apply to this Agreement. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in San Francisco, California, in connection with any action arising out of or in connection with this Agreement.

14.9 Commencing Legal Action. An action for breach of this Agreement or any other action otherwise arising out of this Agreement must be commenced within one year from the date the right, claim, demand, or cause of action first occurs or be barred forever.

14.10 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.11 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Subscriber's right to use the Services will immediately terminate.

14.12 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement.

14.13 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between the parties regarding Subscriber's and Authorized Customer's use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. TripShot will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber or any Authorized Customer in any receipt, purchase order, acceptance, confirmation, correspondence, or otherwise, unless TripShot specifically agrees to such provision in writing and signed by an authorized agent of TripShot.

[SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Agreement as of the Effective Date.

TripShot Inc.

Name: _____

Title: _____

Signature: _____

**Emeryville Transportation Management
Association**

Name: _____

Title: _____

Signature: _____

EXHIBIT A
Statement of Work #3

This Statement of Work #3 ("**SOW**") shall be governed by, and incorporates by reference, the terms and conditions of the Services Agreement, between TripShot, Inc. ("**TripShot**") and Emeryville Transportation Management Association, ("**Subscriber**"), for West Berkeley Shuttle ("**Authorized Customer**") dated November 1, 2023 (the "**Agreement**"). Capitalized terms used herein without definition shall have the definitions set forth in the Agreement.

1. CONTACT AND ACCOUNTING INFORMATION

TripShot Contact Information	TripShot Accounting Information
Contact Name: Rob Antoniak Contact Address: 3031 Tisch Way 110 Plaza West San Jose CA 95128 Contact Phone #: 408.431.3771 Contact Email: rantoniak@tripshot.com	Accounting Address: TripShot, Inc. 2010-A Harbison Dr #521 Vacaville CA 95687 Accounting Email: accounting@tripshot.com

Authorized Customer Contact Information	Subscriber Accounts Payable Information
Contact Name: Contact Address: Contact Phone#: Contact Email:	AP Contact Name: AP Phone #: AP Email: PO # (if applicable):

2. SERVICES

Customer	West Berkeley Shuttle
Features Package	Premium
Start Date	

2.1 Features

FEATURES	PREMIUM
1. GPS (CAD/AVL)	Yes
2. Asset & Resource Management	Yes
3. Route Management	Yes
4. Assignments & Scheduling	Yes
5. Electronic Logging Device (ELD)	Yes
6. Driver Vehicle Inspection Reports (DVIR)	Yes
7. Maintenance Management	Yes
8. Incident Alerts & Management	Yes
9. True-Time® Arrivals	Yes

10. Driver Monitoring	Yes
11. Service Analytics & Reporting	Yes
12. Manual Ridership Tracking	Yes
13. Rider & Driver Apps	Yes
14. On Demand	Yes
15. TripScreens	Yes
16. Admin Access for Authorized Customers	Yes
17. Rider Login – Opt in via Email	Yes
18. SFMTA Compliancy (CA Bay Area)	Yes
19. GTFS and GTFS-RT*	Yes
20. GBFS* (General Bikeshare Feed Specification: Micromobility, Bikes & Scooters)	Yes
21. Vanpool Management	Yes; \$50 per van per month

**Advanced support may require professional services and additional scope of work*

2.2 Key Feature Descriptions

1. Fixed Route TMS	<ul style="list-style-type: none"> a. Unified platform to manage vehicles, drivers, vendors, and schedules b. Robust route scheduler – manage rides by driver, day, vehicle, shifts c. Real-time vehicle dispatch d. Driver schedule view - ability to see and accept all assigned routes e. Protection vehicle support f. Single interface to add/edit/remove route schedules g. Map shuttle route manually or by using Google Maps suggested routes h. Customized geo-fences i. Routes are managed from a central admin web portal updating rider and driver applications in real-time j. Route list view provides all available routes, real-time vehicle status, arrival times k. Support system for multiple schedules and future schedule planning
2. Global Position System (GPS/CAD/AVL)	<ul style="list-style-type: none"> a. Fast and accurate GPS – capturing GPS every second b. Automatically updates ETAs using real time traffic updates c. Arrival detection d. Integrates with real-time traffic e. Predicts real-time arrival times f. Historical drive time data g. San Francisco Municipal Transportation Agency (“SFMTA”) stop data compliant
3. Trip Planner	<ul style="list-style-type: none"> a. Riders can identify closest stop locations and view all available Routes to a destination b. Integrated walking/biking/driving directions c. Mark Routes as “Favorites”

	d. Multi modal support
4. Notifications	a. Riders can subscribe to stop-level notifications b. Alert options include: approaching shuttle and delayed shuttle c. Automated alerts and announcements send via TripShot Rider App d. Automatically generated based on vehicle location
5. Real-Time Reporting	a. Cloud-based Dashboard for real-time reporting b. Detailed reporting by stop, time period, route, shuttle c. Dispatch View d. On Time Performance e. Metrics by Ride and Stop f. Historical ride playback, including on time performance and speed
6. On Demand	a. Riders can request On Demand pickup and drop-off using TripShot Rider App b. Riders pickup requests are automatically dispatched to Drivers via TripShot Driver App c. Riders get real-time ETAs and GPS for dispatched Drivers d. Efficiently group On Demand requests with Pooling capabilities e. Extensive On Demand reporting

3. DELIVERY AND SUPPORT

1. Implementation	a. Deployment Support b. Discovery Meetings c. Configuration Support d. Training e. Documentation
2. Support	a. Assigned Customer Success Manager b. Secure & reliable hosting c. Ongoing bug fixes and future new features and enhancements d. Phone & email support e. Automated health monitoring application f. Optional quarterly reviews to discuss project health and satisfaction

4. HARDWARE.

TripShot Hardware + Setup	
1. Devices: Samsung Tab A7 Lite	
2. Setup	a. Devices b. Mobile Device Management (MDM) configuration c. TripShot Driver app installed + configured d. Device properly tested and validated before shipping out to field e. Device configurations align with Authorized Customer requirements

Tablet Service and Support	
1.	<u>Data Plan</u> – (Unlimited 4G service)
2.	<u>Mobile Device Management (MDM) Software for Tablets</u> <ol style="list-style-type: none"> Kiosk mode (restricts unfiltered web access and unwanted apps) Messaging and VoIP Support (Admin/Driver communication) Remote viewing and management of tablet Content Management – ability to push content to device Auto install and update of application
3.	Support <ol style="list-style-type: none"> Remote Monitoring and Troubleshooting assistance OS Upgrades Device/OS/Software testing: QA and support for Device/OS/MDM/Applications MDM Management Support + Training

5. **CONDITIONS.** In addition to the terms and conditions set forth in the Services Agreement, the following Conditions apply explicitly to this SOW.
- 5.1 TripShot will not be held responsible for any city, county, or transit authority violations, including but not limited to; a) permit fees, b) penalty fees, c) citations, and d) administrative fees for lack of compliance with applicable city, county, or transit authority laws/regulations..
 - 5.2 Authorized Customer is responsible for ensuring the mobile device is properly installed, powered and operating.
 - 5.3 TripShot recommends that each device has a cellular data connection at all times during operation.
 - 5.4 Authorized Customer will take good care of the Hardware and will be solely responsible for, and assumes all risk of, any loss, theft, or damage to the Hardware, reasonable wear and tear accepted.
 - 5.5 Hardware will be covered under the manufacturer's warranty. The warranty shall be voided if the Hardware is modified, tampered with, misused, or subjected to abnormal working conditions.
 - 5.6 Hardware sales are final. TripShot will not accept returns except to facilitate OEM Warranties. Subscriber is responsible for paying Hardware shipping costs.
 - 5.7 Subscriber or Authorized Customer may order additional Hardware from TripShot at a price quoted on a preorder basis. The pricing below does not apply to future orders.
6. **TERMS.** This SOW #3 will commence upon the SOW Start Date and continue for a period of 1 year ("Initial SOW Term"). Upon expiration of the Initial SOW Term, the parties may mutually agree to renew this SOW #3 for additional one-year terms (each a "Renewal SOW Term", and together with the Initial Term the "SOW Term"). Furthermore, notwithstanding anything to the contrary, this SOW may be terminated by either party under the terms set forth in the Agreement.
7. **INVOICING.** TripShot will invoice Subscriber monthly in arrears.
8. **COST RESPONSIBILITIES.** Subscriber is responsible for paying all non-disputed invoice charges as described in the Agreement. TripShot is responsible for paying all costs associated with provisioning and operating Services.
9. **PRICING SCHEDULE**

TripShot Premium	\$383* recurring monthly
Samsung Tab A7 Lite	\$244 one time
Tablet Setup	\$50 one time
TripShot Tablet Access Fee	\$47.71 recurring monthly

- 9.1 *TripShot will invoice Subscriber monthly the amount above for each vehicle that completes any ride recorded in the TripShot Platform during the preceding calendar month.
- 9.2 Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Subscriber and will appear on the final Invoice.

The parties have executed and delivered this SOW as of the date of the last signature below. Each undersigned represents and warrants that he or she has the full power and authority to enter into, sign and deliver this SOW on behalf of his or her respective party. This SOW may be executed in counterparts and/or by facsimile, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one instrument.

TripShot, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

Emeryville Transportation Management Association

Name: _____

Title: _____

Signature: _____

Date: _____

West Berkeley Shuttle

Name: _____

Title: _____

Signature: _____

Date: _____



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: March 19, 2024
SUBJECT: 2024 Potential Employer Members

Definition

ETMA Bylaws

Article III, §1(5): “Employer Members” shall mean a class of members consisting of those five (5) employers with the highest number of employees, according to the City of Emeryville’s Comprehensive Annual Financial Reports, who do not qualify as Corporate Members. Employer Members shall elect one (1) Director to the Corporation’s Board of Directors.

Article IV §2: The Employer Members shall meet annually at [the Annual Membership Meeting] to elect one (1) Director. The candidates receiving the highest number of votes up to the total number of Directors to be elected shall be elected.

Article V §2: Each elected Director representing the Employer Members shall hold office for one (1) year or until he or she resigns or is removed, pursuant to Section 20 of this Article.

Employer Member Candidates

Rank	Company Name	Employee Count	Notes
1	Pixar Animation Studios	901	Qualifies for and has designated a Corporate seat, therefore ineligible as an Employer Member (<i>Art.3 §1(5)</i>)
2	Amyris (Inc & Fuels LLC combined)	600	
3	Leap Frog Enterprises Inc	524	
4	Vituity	500	
5	Clif Bar & Co	399	
6	IKEA	313	

Potential Alternates

Rank	Company Name	Employee Count	Notes
7	Oaks Card Club	300	
8	CEP America LLC	200	
9	GRID Alternatives	200	
10	Peet's Coffee Inc	200	
11	Callisto Media Inc	199	
12	Tanium Inc	199	
13	Grocery Outlet Holding Corp	198	
14	National Holistic Institute	195	
15	Zymergen Inc	195	