



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting

AgeSong

1440 40th Street

Emeryville, CA 94608

January 19, 2012 at 9:00AM

Chair

Denise Pinkston,
TMG Partners

Vice Chair

Bob Canter,
Emeryville Chamber
of Commerce

Secretary/Treasury

Geoffrey Sears,
Wareham
Development

Directors

Sandy Brownstone,
Hines

Al DeGroot,
Novartis

Lisa Finnin-Ciccoli,
IKEA

Ron Weller,
Bay Street

Andrew Allen,
At-Large

Paula Hertel,
AgeSong

Michael Cullen,
Pixar

1. Call to Order
2. Public Comments
3. Approval of Minutes of November 17, 2011 Board Meeting
4. Business Items
 - A. Discussion and approval of a new professional services agreement with Gray-Bowen to continue providing Executive Director services through December 31, 2012 (*Attachment*)
 - B. Appointment of 2011 Audit Committee (*No Attachment*)
 - C. Discussion on Bike Sharing Program (*No Attachment*)
 - D. Report on meeting with the City of Oakland, City of Emeryville and Caltrans regarding perspective bus yard locations. (*No Attachment*)
5. Executive Director's Report
 - A. Announcement of new Director from Pixar (*Attachment*)
 - B. Monthly list of Disbursements for November and December 2011 (*Attachment*)
 - C. Approval of 2012 TMA Budget by City Council (*Attachment*)
 - D. Presentation of Preliminary Year-end Financials (*Attachment*)
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting – March 15th at 9:00AM
8. Adjournment

A complete copy of the agenda is available for public viewing in the Emeryville City Clerk's Office at 1333 Park Avenue at least 72 hours prior to the meeting. All writings that are public records and relate to an agenda item above will be made available at the meeting. The TMA will mail a copy of the agenda or, if requested, the entire agenda packet, to any person who has filed a written request for such materials. If requested, these materials will be made available in appropriate alternative formats to persons with disabilities. Written requests should be mailed to Emeryville TMA, 1300 67th Street, Emeryville, CA 94608.

To download a copy of the agenda packet, please visit our website at www.emerygoround.com. If you have comments or questions about this agenda, please email us at info@emerygoround.com, or call the Executive Director, Peter Oswald at (925) 937-0980.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board Meeting of November 17, 2011

1. Call to Order

The meeting was called to order at 10:06AM by Chair, Denise Pinkston

Directors Present: Denise Pinkston, Geoff Sears, Bob Canter, Al DeGroot, Paula Hertel, Lisa Finnin-Ciccoli, Andrew Allen (via conference call)

Staff present: Terry Bowen, Peter Oswald (Executive Director) and Roni Hattrup (Executive Assistant)

Others present: Karen Hemphill (City of Emeryville)

2. Public Comments

No public comment.

3. Approval of Minutes of October 20, 2011 Board Meeting

The minutes were approved unanimously.

4. Business Items

A. Authorization to adopt the 2012 ETMA Budget – Revenue and Expenditures

This item was approved unanimously.

B. Presentation of 2011 Rider Survey Results

Director Hertel recommended the suggestions from the rider survey be considered and implemented if necessary.

C. Authorization for Executive Director Committee to enter into negotiations with the current Executive Director for renewal of contract or issue an RFP for Executive Director Services

The Board went into closed session to discuss the results of the performance review. Once the closed session ended, the Board expressed their satisfaction with Gray-Bowen's performance and authorized the Committee to begin negotiations for a follow-on contract.

5. Executive Director's Report

A. Monthly list of disbursements for October 2011

B. NextBus Lobby Signs

C. Potential expansion of West Berkeley Shuttle

6. Suggestions/Requests from the Board Members

7. Confirm date of Next Meeting – January 19, 2012 @ 9:00AM

The meeting date and time were confirmed.

8. Closed Session – Executive Director Performance Review

9. Adjournment

The meeting was adjourned at 11:42AM.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: January 13, 2012

FROM: Peter Oswald, Executive Director

SUBJECT: Discussion and approval of professional services agreement with Gray-Bowen for 2012

RECOMMENDATION

At their January 12, 2012 meeting, the Executive Director Review Committee reviewed and discussed the proposed scope of work and cost proposal for a new contract with Gray-Bowen for services through December 31, 2012 for an amount not to exceed \$260,300.

BACKGROUND

In April 2010, Gray-Bowen was appointed Executive Director of the TMA. On April 21, 2011 the Board authorized a follow-on contract to Gray-Bowen to continue providing Executive Director services for an additional 9 months, through December 31, 2011 to bring the contract in conformance with ETMA's calendar year budget.

At the September 22nd Board meeting, the Chair appointed Directors Ron Weller and Al DeGroot to the Executive Director Review Committee. On October 25th, the Executive Director Review Committee met with Peter Oswald and Roni Hattrup to review and discuss the services performed. At the November 17th, 2011 Board meeting, the Board expressed their satisfaction of the work performed and recommended the Committee enter into negotiations with Gray-Bowen for a follow-on contract through December 31, 2012 and authorized a budget of \$240,000.

Shortly after their initial meeting with Gray-Bowen in October, Director Weller announced that he was retiring from Madison Marquette and would no longer be able to serve on the ETMA Board. In December 2011, the Board Chair, Denise Pinkston informed staff that she would replace Ron Weller on the Committee.

DISCUSSION

Presentation by Committee Chair.

FINANCIAL CONSIDERATIONS

The cost proposal attached is divided into three categories:

1. Core Services;
2. Special Projects; and
3. Services Reimbursed to TMA by Others.

The sum of categories 1 and 2 above amount to \$240,000 (the amount approved by the Board at the November 17th meeting). Category 3 includes services that will be reimbursed to the ETMA by other entities which brings the total contract budget to \$260,300.

There is sufficient capacity in the 2012 TMA budget to cover the estimated costs proposed.

OPTIONS

The Board could elect not to approve the Professional Services Agreement with Gray-Bowen.

ATTACHMENTS

1. Professional Services Agreement with Gray-Bowen.
2. Exhibit A – Scope of Services
3. Exhibit B – Gray-Bowen's 2012 Fee Schedule
4. Exhibit C – Gray-Bowen Cost Proposal

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of January, 2012 ("Effective Date"), by and between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and Gray-Bowen, a California corporation, herein called the "Consultant."

RECITALS

WHEREAS, Association is planning to retain the assistance of an Executive Director to provide administrative services for the Association's transportation service; and

WHEREAS, Association has reviewed the qualifications of the Consultant and determined that the Consultant possesses the skill, experience and certifications required to provide the services required by the Association; and

WHEREAS, Association and Client entered into a prior Professional Services Agreement, dated March 24, 2011, which is superseded by this Agreement as of the Effective Date; and

WHEREAS, Association desires to retain Consultant to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties mutually agree as follow:

1. **Scope of Services:** Subject to such policy direction and approvals as the Association through its Board of Directors or Executive Committee may determine from time to time, Consultant shall perform the services set out in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference.
2. **Time for Performance:** The services of Consultant are to commence on January 1, 2012 and shall continue through December 31, 2012. The parties may extend this term by mutual agreement.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The compensation to be paid to Consultant shall be at the hourly rates set forth in Exhibit B (the "Gray-Bowen Fee Schedule"), which is attached hereto and incorporated herein. However, in no event shall Consultant's compensation exceed Two Hundred Sixty Thousand Three Hundred Dollars (\$260,300.00) as detailed in Exhibit C, which is attached. Compensation for any additional terms shall be negotiated by the parties. Compensation is intended to include payment for all of consultant's expenses, including office space and equipment, telephones, insurance coverage, personal automobile use and other such expenses. The only expenses being reimbursed by Association are for postage and photocopying or printing costs, which shall be reimbursed at cost plus 10%.
 - B. From time to time the Association enters into contracts with other entities (currently three contracts exist: two with the City of Emeryville to provide paratransit service, 8 to Go; and real time signage at MacArthur BART Station; and one with the Berkeley Gateway Transportation Management Association to provide Shuttle service in West Berkeley). Such services are not part of the core budget and the costs to the

Association are fully reimbursed by others. Future contract services may be added as approved by the Association. It is agreed that the services provided by the Consultant to carry out the obligations of the Association in these cost neutral services shall be fully paid to the Consultant as per paragraph 3.A.

C. Method of Payment:

1. Monthly Statements: As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the Association a statement of account which clearly sets forth the designated items of work for which the billing is submitted, the hours worked and the hourly rate for each person performing work. Each statement of account shall also include a detailed record of the month's actual revenue reimbursable expenditures.

2. Timing of Payment: Association shall review Consultant's monthly statement and pay Consultant for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.

4. **Hold Harmless:** Consultant shall indemnify, defend and hold harmless the Association, its officers, employees and agents (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from or related to the intentional or willful misconduct, acts, errors or omissions of Consultant, its employees or agents in the performance of this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any claim arising from the negligence or willful misconduct of the Indemnified Parties. In addition, Association shall indemnify, defend and hold harmless Consultant, its officers, employees and agents from and against all claims, damages, losses and expenses (collectively "Claims"), including but not limited to reasonable attorneys' fees, arising from or related to any acts, errors or omissions of Association, its employees or agents from Claims arising from events prior to the effective date of this Agreement.

5. **Relationship between the Parties:** Consultant is, and at all times shall remain, an independent contractor, not an agent or employee of the Association. Consultant shall be solely responsible for all acts of its employees, agents or subconsultants, including any negligent acts or omissions. Consultant shall have no Association to act on behalf of the Association or to bind the Association to any obligation whatsoever, unless the Association provides prior written authorization to Consultant. As an independent contractor, Consultant shall not be entitled to any benefit, right or compensation from the Association other than those provided for in this Agreement. As an independent contractor, Consultant may have tax obligations, including self-employment taxes, which are his sole responsibility. Upon request of Association, Consultant shall cooperate with Association by providing information and documents relating to its independent contractor status.

6. **Key Personnel:** It is understood and agreed by the parties that at all times during the term of the Agreement that Peter Oswald shall serve as the primary staff person, assisted by Roni Hatstrup of Consultant to undertake, render and oversee all of the services under the Agreement.

7. **Ownership of Work:** All documents furnished to Consultant by Association and all reports and supportive data prepared by Consultant by this Agreement are Association's

property and shall be given to Association at the completion of Consultant services. Association acknowledges that documents and supportive data prepared by Consultant have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Association reuses such documents prepared by Consultant for purposes other than those contemplated under this agreement without the written consent of Consultant, the Association will hold harmless, indemnify and defend the Consultant, its agents, subconsultants and employees from any and all claims arising out of such reuse.

8. **Compliance with Laws**: Consultant shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents to Association that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Business License for the City of Emeryville.

9. **Insurance**:

A. **Minimum Scope of Insurance**: Prior to commencing work and during the entire term of the Agreement, Consultant shall procure and maintain the following insurance policies in these minimum amounts:

1. Commercial General Liability Coverage, in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
2. Automobile Liability coverage in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
3. For any employees, Workers' Compensation as required by the State of California, and Employers' Liability Insurance, One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

B. **Endorsements**: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

1. The Association, its members, officers, employees and agents ("Insured Parties") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be considered primary insurance as respects the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
4. The insurer waives all rights of subrogation against Association, its elected and appointed officers, employees and agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Association, its elected and appointed officers, employees and agents.

6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Association.

- C. Verification of Coverage: Consultant shall provide to the Association all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Association on or before commencement of performance of this Agreement. The Association reserves the right to require complete, certified copies of all required insurance policies at any time.
- D. Acceptability of Insurers: All insurance companies providing coverage to Consultant for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall an A.M. Best's rating of no less than "A:VII".
- E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Association. At the Association's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured receptions.

10. **Assignment and Subcontracting:** The parties recognize that a substantial inducement to Association for entering into this Agreement is the professional reputation, experience and competence of Consultant. Therefore, Consultant may not assign any right or obligation pursuant to this Agreement without the prior written permission of Association. Furthermore, Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of Association. Any assignment of any right or obligation or subcontracting of any work without Association consent shall be void and of no effect.

11. **Nondiscrimination:** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

12. **Termination of Agreement:** Either party may terminate this Agreement without cause upon giving sixty days written notice to the other party. In addition, Association may suspend Consultant's performance of the agreement upon 24 hours' notice, provided that such suspension shall not affect Consultant's compensation. In the event of such a termination, Consultant shall be entitled to any compensation owed for services rendered up to the effective date of termination.

13. **Amendment:** This Agreement constitutes the complete and exclusive statement of the Agreement to Association and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.

14. **Litigation Costs:** In the event either party commences legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including

attorneys' fees.

15. **Written Notification:** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Association: Emeryville TMA
 1300 67th Street
 Emeryville, CA 94608

If to Consultant: Gray-Bowen
 1676 N. California Boulevard, Suite 400
 Walnut Creek, CA 94596

16. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

17. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

18. **Venue:** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Alameda, California.

IN WITNESS WHEREOF, the Association and Consultant have executed this Agreement as of the date first above written.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONSULTANT

By: _____
 Chair

By: _____

APPROVED AS TO FORM

By: _____
 Legal Counsel

EXHIBIT A

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA) EXECUTIVE DIRECTOR SCOPE OF WORK

Specific areas of responsibility for the Executive Director are: TMA and PBID general and financial management; administrative support for the Board of Directors; oversight of, and coordination between, the operations and maintenance contractors; service planning and implementation; marketing and public outreach to riders, potential riders, business owners and residents; vehicle and other procurements; and public and community relations.

A proposed allocation of time for each of the four broad categories of responsibility is detailed in the attached staffing and cost proposal.

CORE SERVICES

I. Association Administration

A. Association General Management

1. Ensure compliance with current and monitor emerging local, state, and federal regulations and requirements.
2. Ensure compliance with governing documents, including the TMA Bylaws; 2007 PBID Authorization and extensions or amendments; PBID Management Plan; City or other governmental grant agreements; and any other documents adopted by the City of Emeryville binding on the TMA.
3. Adhere to Board-established policies and procedures and safeguard the Association's assets and reputation.
4. Negotiate and recommend to the Board for approval, all contracts, equipment leases, service agreements and consulting agreements above \$10,000.
5. Maintain insurance policies and other documents required for prudent TMA operation and compliance with laws.
6. Maintain filing system for TMA documents/records and consolidate documents as needed for the annual audit and other reporting needs.
7. Recruit new Board members as needed.
8. Prepare and manage RFQ/RFP process for Operations contract.

B. Board of Directors Support

1. Prepare, disseminate, and maintain (at TMA offices) Board communications and actions: meeting notices and agendas, official summaries/minutes, rosters, calendars, operations and financial reports, per Board policies and procedures and the Brown Act. Task includes posting appropriate material on TMA website.
2. Ensure access to all TMA records by Board of Directors, Association members, and public (as may be required by the Brown Act).
3. Provide staff support at Board and Committee meetings.
4. Prepare and distribute "Briefing Binder" to new Board members which include authorizing documents, budgets (current and two prior years), year end statements, audits, Emeryville City Council staff reports, and current approved contracts over \$10,000.
5. Inform the Board and/or appropriate officers and committees of pertinent developments.
6. Anticipate and inform the Board of emerging issues and trends; recommend actions to address the future viability of the Association and its services.
7. Annually, support the Board in evaluating the performance of the Executive Director.

C. Financial Management

1. Direct bookkeeping and accounting functions; manage relationship with independent auditor for the annual audit.
2. Prepare annual budget for Board approval including assumptions and analysis of trends.
3. Oversee and monitor the annual PBID assessment levy process with City and consultants; liaison with the City regarding PBID fund balance held by City.
4. Prepare, in conjunction with accountant, periodic financial reports and statements for the Board, per established policies, procedures and calendars.
5. Approve, or submit for Board of Directors approval, all invoices from vendors and contractors for payment by accountant per established policies.
6. Monitor budget and manage cash flow.
7. Ensure filing of annual tax returns and annual audit with appropriate recipients.
8. Deposit all funds received per approved investment policy.

II. Operations and Fleet Maintenance, Management and Oversight

A. Emery Go-Round

1. Oversee the operations and maintenance contractors to ensure that the work is done to the standards of the TMA as defined in the contracts; monitor contractor costs to ensure that they do not exceed budget.
2. As necessary, solicit proposals from alternate service providers to ensure that the services provided are the most effective available.
3. Monitor contractor performance against service standards and goals adopted by the Board.
4. Oversee the condition, cost and availability of the fleet.
5. Make recommendations to the Board of Directors regarding the replacement and composition of vehicle fleet. Prepare cost/benefit analysis to evaluate the best strategy for procuring the vehicles (lease, buy, finance). As needed, solicit proposals for vehicle purchases and/or leases.
6. Track, monitor and follow up as necessary on complaints, accidents and incidents.
7. As necessary, implement route changes/adjustments.
8. Oversee facilities management and security.
9. Analyze and review maintenance procedures, conformity of work and determine maintenance efficiencies.
10. Ensure CARB compliance in existing and proposed fleet.
11. Analyze route performance, cost of services, on-time performance, and other service performance indicators on an ongoing basis.

III. Planning

A. Service Development

1. Recommend new technology to improve quality of services and/or information (e.g. automatic passenger counters, next bus arrival predictions, signal priority systems).
2. Evaluate partnerships with vendors and suppliers to explore new technology, funding opportunities and other ways to continue/improve delivery of services.
3. Liaison with City and others to address roadway, sidewalk and other infrastructure issues for the delivery of high quality transit service.
4. Define strategies to enhance on-street amenities to ensure that riders can easily access the shuttle service.

IV. Marketing and Public Outreach

A. Marketing, Community & Public Relations

1. Work closely with property owners to ensure that all customers and employees are familiar with the Emery Go-Round service. This task includes scheduling and attending outreach events with property owners, employees and riders including the Chamber's transportation fair.
2. Manage the update of the website, written material, brochures, and other public information documents and web information as needed to ensure that it is user friendly and promotes the mission of the TMA.
3. Develop protocols for and respond to questions or complaints.
4. In emergency situation keep Board informed of emergency actions taken. When necessary, call or convene emergency meeting of Board or Executive Committee of the Board to authorize responsive action.
5. Maintain a positive, highly visible public image.
6. Provide public relations liaison to press, public agencies and community organizations as needed.
7. Manage the development and distribution of Annual Report per the Shuttle Bus Service Funding Agreement between the City of Emeryville and the TMA.
8. Conduct an annual survey to measure customer satisfaction.

B. Liaison to Public Agencies

1. As needed, represent TMA at regional transportation/transit meetings (MTC, AC Transit, BART) and local government agency meetings (estimate 3 meetings per month). Provide a verbal report to the Board as part of the Executive Director report. Liaison activities include:
 - a. Coordination with BART regarding MacArthur BART access;
 - b. Coordination with cities of Oakland, Berkeley and Emeryville regarding routes, safety, and other service-related issues.
 - c. Attend City of Emeryville's Transportation Committee on an as-needed basis.
 - d. Monitor and participate in Alameda County Transportation Commission (ACTC) efforts to develop an Expenditure Plan for the reauthorization of the county's transportation sales tax.
 - e. Work with ACTC and City of Emeryville to define potential opportunities (such as Alameda's Vehicle Registration Fee) to fund capital projects.

SPECIAL PROJECTS

I. Agency Needs Assessment

- A. Develop plan that includes fleet replacement plan, new service development and plans for facility relocation.

II. Bus Yard

- A. Phase I: Site Identification: Working closely with a committee of the Board of Directors, identify and screen possible sites for a permanent facility; assess adequacy of site, develop financing strategy; reach consensus with City on Principles of Agreement for financing of site acquisition.

III. Grant Seeking Applications

- A. Bus Acquisition
- B. Bus Shelters

SERVICES THAT ARE COST NEUTRAL TO TMA (TMA REIMBURSED BY OTHERS – NOT INCLUDED IN CORE SERVICE BUDGET)

- I. 8 to Go: Paratransit service contracted by the City of Emeryville and reimbursable to the TMA
 - A. Manage operations.

- II. West Berkeley Shuttle: Shuttle service provided under contract to the Berkeley Gateway TMA under contract and reimbursable to the Emeryville TMA.)
 - A. Manage operations.
 - B. Marketing.

- III. RM2 Grant:
 - A. Manage Installation of real time signage at MacArthur BART; complete all reporting and financial documents to City and MTC.

GRAY•BOWEN
FEE SCHEDULE
Effective January 1, 2012

| | <u>Hourly Rate</u> |
|---|--------------------|
| President – William Gray | \$275.00 |
| Senior Vice President – Terry Bowen | \$260.00 |
| Senior Associate Professional – Mike Evanhoe | \$275.00 |
| Vice President – Leo Scott | \$255.00 |
| Associate Professional – Peter Oswald | \$249.00 |
| Vice President – Trudy Presser | \$238.00 |
| Principal Engineer – Peter Tsai | \$211.00 |
| Chief Transportation Planner – Don Reynolds | \$210.00 |
| Senior Engineer/Project Manager III – Jim Edmunds | \$210.00 |
| Associate Engineer/Project Manager II | \$195.00 |
| Assistant Engineer/Project Manager I | \$184.00 |
| Project Coordinator – Karen Gleeson | \$146.00 |
| Project Analyst – Roni Hatstrup | \$146.00 |
| Administration/Research | \$112.00 |
| Word Processing/Data Entry- Theo Wallace | \$96.00 |
| Clerical/ Messenger | \$78.00 |
| Consultation/Representation | TBD |

Rates subject to change on January 1, 2013. Hourly rates include office overhead (routine clerical, local travel (mileage), etc.). Expenses (parking, tolls, printing, out of area travel, telephone, express mail, delivery, authorized entertainment, etc.) will be billed at cost plus 10%.

Gray·Bowen, Inc. reserves the right, in its discretion, to sub-contract portions of its projects to other qualified professionals. All costs and fees for any sub-contracted services will be billed at cost plus 10%.

| EXHIBIT C GRAY-BOWEN STAFFING PLAN COST PROPOSAL FOR EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION Services from January 1, 2012 through December 31, 2012 | | GRAY-BOWEN | | | | | Total Hours GB | Total Cost Per Task | % of Total Budget | Assumptions |
|--|------|---------------------|--------------------|---------------------|--------------------------|--------------|----------------|---------------------|-------------------|-------------|
| | | Name | Terry Bowen | Peter Oswald | Roni Hatstrup | Theo Wallace | | | | |
| Task # | Rate | Principal in Charge | Executive Director | Executive Assistant | Administrative Assistant | | | | | |

| CORE SERVICES | | | | | | | | | |
|----------------------------------|--|---|-----|-----|----|------|---------------|-----|---|
| I. | Association Administration | 0 | 178 | 327 | 76 | 581 | \$99,360 | 38% | |
| A. | Association General Management | | 60 | 133 | | 193 | \$34,358 | | Assume 4 hrs/mo for Peter, 10 hrs/mo for Roni, plus 25 hrs for preparation of RFP and interviews for Operations Contract. Assumes 8 Board Meetings in 2012. Assume 4 hrs/mo for Peter and Roni, 5 hrs/mo for Theo, plus 30 hrs for budget and mid-year budget prep. |
| B. | Board of Directors Support | | 64 | 120 | 16 | 200 | \$34,992 | | |
| C. | Financial Management | | 54 | 74 | 60 | 188 | \$30,010 | | |
| II. | Operations and Fleet Maintenance and Oversight | 0 | 130 | 120 | 0 | 250 | \$49,890 | 19% | |
| A. | Emery Go-Round | | 130 | 120 | 0 | 250 | \$49,890 | | Assumes 11 hrs/mo for Peter and 10 hrs/mo for Roni. |
| III. | Planning | 8 | 12 | 8 | 0 | | \$6,236 | 2% | Assumption is an allowance as opposed to a burnrate. |
| IV. | Marketing & Public Outreach | 0 | 118 | 108 | 0 | 226 | \$45,150 | 17% | |
| A. | Marketing, Community & Public Relations | | 70 | 72 | | 142 | \$27,942 | | Assumes 5 hrs/mo for Peter, 4 hrs/mo for Roni, plus 24 hours for preparation of the Annual Report. Assumes 4 hrs/mo for Peter, 3 hrs/mo for Roni. |
| B. | Liaison to Public Agencies and Transit Organizations | | 48 | 36 | 0 | 84 | \$17,208 | | |
| Expenses | | | | | | | \$868 | 0% | |
| Total Estimate for Core Services | | 8 | 438 | 563 | 76 | 1057 | \$ 201,504.00 | 77% | |

\$ 240,000.00

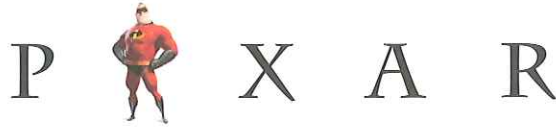
| SPECIAL PROJECTS | | | | | | | | | |
|-------------------------------------|-------------------------------------|----|----|----|---|-----|--------------|-----|---|
| I. | Agency Needs Assessment | 10 | 24 | 24 | 0 | 58 | \$12,080 | 5% | Assumption is an allowance as opposed to a burnrate. |
| II. | Bus Yard Acquisition (Phase 1 Only) | 6 | 32 | 8 | 0 | 46 | \$10,696 | 4% | Assumes 2.5 hrs/mo for Peter for continued coordination with Caltrans and the cities of Emeryville and Oakland. |
| III. | Grant Seeking/Applications | 24 | 24 | 24 | | 72 | \$15,720 | 6% | Assumption is an allowance as opposed to a burnrate. |
| Total Estimate for Special Projects | | 40 | 80 | 56 | 0 | 176 | \$ 38,496.00 | 15% | |

| SERVICES THAT ARE COST NEUTRAL TO TMA (TMA REIMBURSED BY OTHERS) | | | | | | | | | |
|--|--|---|----|----|---|-----|--------------|----|--|
| I. | 8 to Go ⁴ | 0 | 8 | 4 | 0 | 12 | \$2,576 | 1% | Assumes 1 hr/mo for both Peter and Roni |
| II. | West Berkeley Shuttle ⁵ | 0 | 12 | 24 | 0 | 36 | \$6,492 | 2% | Assumes 1 hrs/mo for Peter and 2 hrs/mo for Roni |
| III. | RM2 - Real Time Signage at MacArthur BART ⁶ | 0 | 24 | 36 | 0 | 60 | \$11,232 | 4% | |
| Total Estimate for Reimbursable Services | | 0 | 44 | 64 | 0 | 108 | \$ 20,300.00 | 8% | |

Grand Total: 48 562 683 76 1341 \$ 260,300.00

Notes:

- Gray-Bowen will work with Client to refine the scope of work and tailor the budget. Actual costs depends on extent of services requested by Client.
- Hourly rates include office overhead (routine clerical, local travel (mileage, etc.) and costs for employee. Expenses (parking, tolls, mass printing, out of area travel, conference calls, express mail, delivery, authorized entertainment, etc.) will be billed at cost.
- Budget assumes no major changes with TMA's vendors, with the exception of the Operations Service Contract.
- Time and materials for 8 to Go services are reimbursed by the City at an amount not to exceed \$5,000 per month.
- West Berkeley Shuttle services are reimbursed to the TMA at a daily rate of \$630.00 to cover the cost of operations and oversight. Services involving planning of future service will be reimbursed to the TMA on a time and material basis.
- Time and materials will be reimbursed to the TMA by the City of Emeryville in one reimbursment at the end of the project (anticipated in fall 2013). RM2 Funding Grant is \$105,000.



Michael Cullen
1200 Park Avenue
Emeryville, CA 94608
January 5, 2012

Denise Pinkston
Chair, Emeryville Transportation Management Association
Gray-Bowen and Company, Inc.
1676 N California St., Suite 400
Walnut Creek, CA 94596

Dear Denise:

I am writing to formally request Patty Bonfilio as Pixar Animation Studio's designated representative to the Emeryville Transportation Management Association Board of Directors effective immediately. With Patty onboard as our Director of Facility Operations, we feel that she will act as a more appropriate presence for Pixar. Let me know if you have any questions.

Thank you!

Sincerely,

Michael Cullen
Human Resources Generalist

**Emeryville Transportation Mgt. Assoc.
Check register**

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Deposit</u> | <u>Check</u> | <u>Balance</u> |
|--------------------------------|-------------|------------|--------------------------------|-------------------------------------|----------------|--------------|-------------------|
| 8 to Go | | | | | | | 4,537.30 |
| MMSummit Pre-PBID funds | | | | | | | 137,850.74 |
| Money Market 48000108 | | | | | | | |
| Transfer | 11/01/2011 | | | Funds Transfer | | 50,000.00 | 907,307.63 |
| Transfer | 11/07/2011 | | | Funds Transfer | 56.00 | | 907,363.63 |
| Transfer | 11/09/2011 | | | Funds Transfer | | 50,000.00 | 857,363.63 |
| Payment | 11/15/2011 | | CITY OF EMVERYVILLE | | 57,800.00 | | 915,163.63 |
| Transfer | 11/21/2011 | | | Funds Transfer | | 60,000.00 | 855,163.63 |
| Transfer | 11/21/2011 | | | Funds Transfer | | 125,000.00 | 730,163.63 |
| Deposit | 11/30/2011 | | | Interest | 440.90 | | 730,604.53 |
| Total Money Market 48000108 | | | | | 58,296.90 | 285,000.00 | 730,604.53 |
| Operating acct 4500054 | | | | | | | |
| Transfer | 11/01/2011 | | | Funds Transfer | 50,000.00 | | 51,986.51 |
| Check | 11/02/2011 | e-payment | Bank of Alameda Bus # 113 Loan | | | 4,122.87 | 47,863.64 |
| Check | 11/02/2011 | 995016 | Bank of Alameda Bus # 115 Loan | | | 5,644.43 | 42,219.21 |
| Check | 11/02/2011 | 995017 | John Tounger, CPA | Accounting | | 1,450.00 | 40,769.21 |
| Check | 11/02/2011 | 995018 | LBA RIV - Company XII, LLC | Rent | | 5,989.53 | 34,779.68 |
| Check | 11/02/2011 | epay | LMI.net | ISP | | 22.16 | 34,757.52 |
| Check | 11/02/2011 | 995019 | Ryder Transportation Services | Lease payments | | 4,687.55 | 30,069.97 |
| Check | 11/02/2011 | efile | TCF Equipment Finance, Inc. | Bus 2107 | | 4,366.19 | 25,703.78 |
| Check | 11/04/2011 | 6202 | ADMACdi | Printing | | 113.66 | 25,590.12 |
| Check | 11/04/2011 | 6203 | Anchor Auto Body & Detailing | Bus cleaning Oct Inv# 87778 | | 2,100.00 | 23,490.12 |
| Transfer | 11/09/2011 | | | Funds Transfer | 50,000.00 | | 73,490.12 |
| Check | 11/10/2011 | 6205 | AC Transit | Fuel Sept | | 21,555.65 | 51,934.47 |
| Check | 11/10/2011 | 6206 | Alhambra and Sierra Springs | Water | | 126.17 | 51,808.30 |
| Check | 11/10/2011 | 6207 | Waste Management | Garbage Service | | 100.67 | 51,707.63 |
| Check | 11/10/2011 | 6208 | AT&T 3862 | Phone 510 451-3862 | | 88.54 | 51,619.09 |
| Bill Pmt -Check | 11/10/2011 | 6209 | Penske Truck Leasing | Bus repair | | 6,579.89 | 45,039.20 |
| Check | 11/14/2011 | 6210 | AC Transit | Fuel -October | | 21,773.01 | 23,266.19 |
| Check | 11/15/2011 | efile | TCF Equipment Finance #100 | 2102 2103 payment | | 7,817.29 | 15,448.90 |
| Transfer | 11/21/2011 | | | Funds Transfer | 60,000.00 | | 75,448.90 |
| Transfer | 11/21/2011 | | | Funds Transfer | 125,000.00 | | 200,448.90 |
| Check | 11/22/2011 | 6211 | SFO Shuttle Bus Co. | Oct West Berkeley | | 11,046.00 | 189,402.90 |
| Check | 11/22/2011 | 6212 | Star Line Supply Co | janitorial supplies | | 435.65 | 188,967.25 |
| Bill Pmt -Check | 11/22/2011 | 6213 | Penske Truck Leasing | Repairs | | 15,316.49 | 173,650.76 |
| Check | 11/23/2011 | 6214 | SFO Shuttle Bus Co. | Oct | | 96,443.16 | 77,207.60 |
| Check | 11/29/2011 | 6215 | NextBus | Sign and tracker service to 6-30-12 | | 16,350.00 | 60,857.60 |
| Check | 11/29/2011 | 6216 | Ryder Transportation Services | Bus repair | | 1,252.50 | 59,605.10 |
| Check | 11/29/2011 | 6217 | Yorn Landscaping | Yard landscaping | | 360.00 | 59,245.10 |
| Check | 11/30/2011 | 6218 | Alhambra and Sierra Springs | Water | | 159.62 | 59,085.48 |
| Check | 11/30/2011 | 6219 | EBMUD | water | | 119.08 | 58,966.40 |
| Check | 11/30/2011 | 6220 | First Bankcard | Meeting and supplies | | 355.40 | 58,611.00 |
| Check | 11/30/2011 | 6221 | AT&T-3761 | 510 652 3761 | | 43.51 | 58,567.49 |
| Check | 11/30/2011 | 6222 | Sprint | Driver phones | | 925.98 | 57,641.51 |
| Check | 11/30/2011 | | | Service Charge | | 6.03 | 57,635.48 |
| Total Operating acct 4500054 | | | | | 285,000.00 | 229,351.03 | 57,635.48 |

**Emeryville Transportation Mgt. Assoc.
Check register**

| Type | Date | Num | Name | Memo | Deposits | Checks | Balance |
|--------------------------------|------------|-----------|---------------------------------------|---|-------------------|-------------------|--|
| 8 to Go | | | | | | | 4,537.30 |
| MMSummit Pre-PBID funds | | | | | | | 137,884.73 * excluding Dec interest |
| Money Market 48000108 | | | | | | | |
| Payment | 12/02/2011 | | Berkeley Gateway TMA | | 28,350.00 | | 758,954.53 |
| Deposit | 12/22/2011 | | | Deposit | 30,627.45 | | 789,581.98 |
| Transfer | 12/27/2011 | | | Funds Transfer | | 225,000.00 | 564,581.98 |
| Deposit | 12/30/2011 | | | Interest | 365.68 | | 564,947.66 |
| Total Money Market 48000108 | | | | | <u>59,343.13</u> | <u>225,000.00</u> | <u>564,947.66</u> |
| Operating acct 4500054 | | | | | | | |
| Check | 12/01/2011 | e-payment | Bank of Alameda Bus # 113 Loan | | | 4,122.87 | 53,512.61 |
| Check | 12/01/2011 | 995020 | Bank of Alameda Bus # 115 Loan | | | 5,644.43 | 47,868.18 |
| Check | 12/01/2011 | 995021 | John Tounger, CPA | Accounting | | 1,450.00 | 46,418.18 |
| Check | 12/01/2011 | 995022 | LBA RIV - Company XII, LLC | | | 5,989.53 | 40,428.65 |
| Check | 12/01/2011 | | LMI.net | Sept | | 22.16 | 40,406.49 |
| Check | 12/01/2011 | 995023 | Ryder Transportation Services | Inv #341905 Lease payments | | 4,687.55 | 35,718.94 |
| Check | 12/01/2011 | efile | TCF Equipment Finance, Inc. | Bus 2107 | | 4,366.19 | 31,352.75 |
| Check | 12/05/2011 | 6223 | Anchor Auto Body & Detailing | Bus cleaning Inv# 87911 | | 2,100.00 | 29,252.75 |
| Check | 12/05/2011 | 6224 | SFO Shuttle Bus Co. | West Berkeley Shuttle | | 11,046.00 | 18,206.75 |
| Bill Pmt -Check | 12/14/2011 | 6225 | Penske Truck Leasing | | | 37,577.10 | -19,370.35 |
| Check | 12/15/2011 | efile | TCF Equipment Finance #100 | 2102 2103 payment | | 7,817.29 | -27,187.64 |
| Transfer | 12/27/2011 | | | Funds Transfer | 225,000.00 | | 197,812.36 |
| Bill Pmt -Check | 12/28/2011 | 6226 | Penske Truck Leasing | | | 7,724.51 | 190,087.85 |
| Check | 12/28/2011 | 6227 | SFO Shuttle Bus Co. | West Berkeley Shuttle | | 77,376.22 | 112,711.63 |
| Check | 12/28/2011 | 6228 | AC Transit | Fuel Inv# ARO 0000351-November | | 18,226.67 | 94,484.96 |
| Check | 12/28/2011 | 6229 | Gray-Bowen | Oct services | | 23,963.44 | 70,521.52 |
| Check | 12/30/2011 | 995026 | LBA RIV - Company XII, LLC | Jan rent | | 5,989.53 | 64,531.99 |
| Check | 12/30/2011 | 6231 | AT&T 3862 | Phone 510 451-3862 | | 82.14 | 64,449.85 |
| Check | 12/30/2011 | 6232 | First Bankcard | 4418 2292 3802 2951 | | 671.35 | 63,778.50 |
| Check | 12/30/2011 | 6233 | Alhambra and Sierra Springs | 4888401 091710 Water Service | | 68.77 | 63,709.73 |
| Check | 12/30/2011 | 6234 | Waste Management | Garbage Service | | 100.67 | 63,609.06 |
| Check | 12/30/2011 | 6235 | AT&T-3761 | 510 652 3761 984 7 | | 67.45 | 63,541.61 |
| Check | 12/30/2011 | 6236 | Sprint | Driver phones | | 913.05 | 62,628.56 |
| Check | 12/30/2011 | 6237 | Anchor Auto Body & Detailing | Bus cleaning Inv# 88014 | | 2,100.00 | 60,528.56 |
| Check | 12/30/2011 | 6238 | City of Emeryville Finance Department | | | 92.10 | 60,436.46 |
| Check | 12/30/2011 | 6239 | EMERYVILLE CHAMBER OF COMMERCE | Chamber Membership Inv# 2011-2012 | | 360.00 | 60,076.46 |
| Check | 12/30/2011 | 6240 | Aramark Uniform Services | Cust# 18028703 Acct# M1178379 | | 266.42 | 59,810.04 |
| Deposit | 12/30/2011 | | | Void 10/5/10 check payable to the City of Oakla | 300.00 | | 60,110.04 |
| Check | 12/30/2011 | | | Service Charge | | 9.90 | 60,100.14 |
| Check | 12/31/2011 | 6241 | Ryder Transportation Services | Customer 00056-039376 | | 137.60 | 59,962.54 |
| Check | 12/31/2011 | 6242 | Gray-Bowen | Nov services | | 28,320.98 | 31,641.56 |
| Bill Pmt -Check | 12/31/2011 | 6243 | Penske Truck Leasing | | | 6,953.21 | 24,688.35 |
| Total Operating acct 4500054 | | | | | <u>225,300.00</u> | <u>258,247.13</u> | <u>24,688.35</u> |
| Petty Cash | | | | | | | 10.00 |
| Total Petty Cash | | | | | | | <u>10.00</u> |

CITY OF EMERYVILLE

MEMORANDUM

DATE: January 17, 2012

TO: Patrick O’Keeffe, City Manager

FROM: Karen Johnson Hemphill, Assistant to the City Manager

SUBJECT: RESOLUTION SETTING COMPENSATION TO THE EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION (TMA) TO OPERATE THE EMERY GO-ROUND SHUTTLE SERVICE DURING THE 2012 CALENDAR YEAR UNDER THE TERMS OF THE SERVICE AGREEMENT, FOR AN AMOUNT NOT TO EXCEED, TWO MILLION, FOUR HUNDRED, EIGHTY THOUSAND, THREE HUNDRED AND FORTY DOLLARS (\$2,480,340) AND AUTHORIZING PAYMENT FROM THE EMERYVILLE PROPERTY-BASED BUSINESS IMPROVEMENT DISTRICT (PBID) FUND

ACTION REQUESTED

Staff requests that the City Council set the compensation allocation for the Emeryville Transportation Management Association (TMA) for 2011 at \$2,480,340 and authorize payment from the Emeryville Property-Based Business Improvement District (PBID) funds (Fund 805-88000).

DISCUSSION

In 2007, the City of Emeryville entered into a contract with the TMA to administer and operate the Emery Go-Round through December 31, 2016, with each year’s compensation to be set by Council resolution. For the 2012 calendar year, the TMA submitted a proposed shuttle operating budget of \$2,532,900. Staff is recommending that the City Council provide \$2,480,340 in PBID funds for the TMA to operate the Emery Go-Round for calendar year 2012. This represents the total of the projected FY 2011-12 PBID levy assessment, net PBID-related administrative costs.

Although the recommended annual compensation of \$2,480,340 is approximately \$53,000 less than the TMA’s annual budget, the TMA is projected to also receive approximately \$64,000 in directly billed developer fees, \$13,200 in interest/rental payments and has a cash reserve balance as of December 31, 2011 of approximately \$845,000. The cash reserves are set aside for operating contingencies or capital costs, such as bus purchases and/or expenses related to the establishment of a long-term/permanent bus yard. Therefore, the proposed annual compensation in combination with TMA-held funds is adequate to cover the costs of operating the Emery Go-Round Shuttle for the 2012 calendar year.

FISCAL IMPACT

The Emery Go-Round shuttle is funded by the Citywide Property Based Business Improvement District (PBID) that was supported by a majority of commercial property owners in Emeryville and first adopted by the City Council in 2001 (Resolution No. 01-122) for a five year period and then renewed in 2006 (Resolution No. 06-141) for an additional ten year period. As stated above, for FY 2011-12 (2012 service year), staff projects that between the PBID's annual levy assessment revenue and TMA-held revenue (including reserve funds), there are sufficient funds to cover the TMA's operating costs (details are summarized in the attached table).

APPROVED AND FORWARDED
TO THE CITY COUNCIL BY:

Patrick O'Keeffe
City Manager

Attachment: TMA PBID-related funding summary

PROPOSED TMA FUNDING

SERVICE YEAR 2012

| 2012 TMA Expenses | |
|--|-------------|
| 2012 Proposed PBID-related TMA Direct Costs | \$2,109,400 |
| 2012 Proposed PBID-related TMA In-Direct Costs | \$423,500 |
| Total PBID-related TMA Expenses | \$2,532,900 |
| 2012 TMA Revenue | |
| 2012 Proposed TMA Service Agreement (based upon projected FY11-12 PBID revenue net non-collectibles and County/City administrative fees) | \$2,480,340 |
| FY 11-12 TMA Direct Billed Developer Fees | \$64,000 |
| 2012 Other TMA Revenue (Interest, Rentals) | \$13,200 |
| Total Service Agreement | \$2,557,540 |

Note: The TMA also has an anticipated cash reserve of \$845,000 as of December 31, 2011, which is available for unforeseen operating expenses, bus purchase, and/or expenses related to the establishment of a long-term/permanent bus yard.

TMA 2011 Preliminary Financials - Revenues and Expenditures

1/13/2012

REVENUE

| | 2009 | 2010 | 2011 | 2011 | 2011 | |
|-----------------------------------|------------------|------------------|------------------|-------------------------|-----------------|--|
| | Actual | Actual | Mid-Year Budget | Revenue (thru 12/31/11) | Variance | Notes |
| Revenue | | | | | | |
| Net PBID Proceeds | 2,014,448 | 2,323,325 | 2,352,747 | 2,337,805 | (14,942) | |
| Non-PBID Revenue | | | | | | |
| ETMA Billed revenue | 50,178 | 59,115 | 61,120 | 6,113 | (55,007) | Waiting to receive payment on direct bills mailed on November 1, 2011. Anticipate receiving an additional \$50,700.00. |
| Nextbus Sign Revenue | 4,800 | 1,200 | 6,400 | 5,600 | (800) | Pending outstanding payment of \$800.00 |
| Charter Service | 300 | 828 | 750 | 1,050 | 300 | |
| Interest Income | 16,074 | 10,414 | 14,737 | 5,642 | (9,095) | |
| 8 to Go | 112,564 | 48,478 | 45,600 | 55,605 | 10,005 | |
| WBS Revenue | - | - | 125,000 | 110,370 | (14,630) | Waiting on reimbursement for December invoice (\$13,230). |
| Subtotal Non-PBID Revenues | 183,916 | 120,035 | 253,607 | 184,380 | (69,227) | |
| Total Revenue | 2,198,364 | 2,443,360 | 2,606,354 | 2,522,185 | (84,169) | |

EXPENDITURES

| | 2009 | 2010 | 2011 | 2011 | 2011 | |
|--|------------------|------------------|--------------------------|-----------------------|-----------------|--|
| | Actual | Actual | Proposed Mid-Year Budget | Costs (thru 12/31/11) | Variance | Notes |
| Direct Costs | | | | | | |
| Bus Leases/Purchases | 441,668 | 488,791 | 401,500 | 350,561 | (50,939) | Payoff for bus 111 lease will occur in 2012. |
| Maintenance | 250,586 | 229,412 | 376,000 | 389,047 | 13,047 | |
| Operations Contract | 920,373 | 956,633 | 1,050,000 | 1,044,261 | (5,739) | |
| Fuel | 149,340 | 176,913 | 230,000 | 241,383 | 11,383 | |
| Communications | 48,296 | 23,460 | 51,318 | 40,828 | (10,490) | |
| Miscellaneous Operating Costs | 1,717 | 1,718 | 17,500 | 19,581 | 2,081 | |
| Subtotal Direct Costs | 1,811,980 | 1,876,927 | 2,126,318 | 2,085,661 | (40,657) | |
| Indirect (Support) Costs | | | | | | |
| Professional Services | 240,329 | 294,786 | 250,000 | 305,619 | 55,619 | |
| Office Expenses | 5,575 | 7,692 | 7,000 | 3,433 | (3,567) | |
| Occupancy | 100,220 | 90,488 | 88,113 | 80,173 | (7,940) | |
| Marketing | 16,101 | 16,234 | 17,220 | 19,060 | 1,840 | |
| TMA Insurance | 5,384 | 4,667 | 5,653 | 7,787 | 2,134 | |
| Conferences, Conventions, Meetings | 5,424 | 1,111 | 3,680 | 3,154 | (526) | |
| Subtotal Indirect Costs | 373,033 | 414,978 | 371,666 | 419,226 | 47,560 | |
| Contingency (Misc. Yard/Relo Expenses) | - | 75,000 | - | - | - | |
| 8 to Go | 112,416 | 37,512 | 45,600 | 49,153 | 3,553 | |
| West Berkeley Shuttle | - | - | 110,000 | 90,452 | (19,548) | |
| Total TMA Expenditures | 2,297,429 | 2,404,417 | 2,653,584 | 2,644,491 | (9,093) | |

Balance: (99,065) 38,943 (47,230) (122,306)

Cash Reserves (to be verified by CPA)

| | |
|----------------------------------|----------------|
| Non-PBID Reserve | 137,699 |
| Deferred equipment reserve | 478,866 |
| Operating reserve | 227,260 |
| Total Reserve | 843,825 |
| Total Deficit | (122,306) |
| Additional revenues | 64,730 |
| Anticipated Deficit | (57,576) |
| Estimated reserve balance | 786,249 |

ETMA Direct Bills (\$50,700.00), NextBus Sign (\$800.00), West Berkeley Shuttle (\$13,230)