



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
Bay Street Conference Room

Teleconference: 712-451-0011, Access Code: 175345

March 19th, 2020 @ 9:15 AM

Chair

Geoffrey Sears,
Wareham Development

Vice Chair

Betsy Cooley, At-Large
Residential Member

Secretary

Julie Cai,
Bay Street

Treasurer

Andrew Allen
At-Large Business
Member

Directors

Peter Schreiber,
Pixar

Colin Osborne

At-Large Business
Member

Kassandra Kappelos

Public Market

Bobby Lee, At-Large

Residential Member

**PLEASE NOTE: THIS MEETING WILL BE HELD VIA CONFERENCE CALL, AS PERMITTED IN THE
CSDA UPDATE ON COVID-19 & GOVERNOR'S EXECUTIVE ORDER SUSPENDING CERTAIN
BROWN ACT RULES**

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the February 20th, 2020 Board of Directors Meeting
(Attachment)
4. Executive Directors Report
 - A. Status Update on EGR Bus Yard at Mandela Parkway
 - B. Status Update on Emery Go-Round Response regarding COVID-19 and Public Messaging (Attachment)
5. Business Items
 - A. Review and Consider Approval of First Amendment to License Agreement with Bio Med (BRE-BMR 53rd LP) for continued use of parking lot at 4555 Horton Street through September 14, 2020 (Attachment)
 - B. Review and Consider Approval of First Amendment to Lease Agreement with Hollis General Partnership for continued use of the office facility located at 1601 63rd Street (Attachment)
6. Confirm date of Next Meeting – April 16th, 2020 @ 9:15 AM
7. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

February 20, 2020

1. Call to Order

The meeting was called to order at 9:16 AM by Chair, Geoffrey Sears.

Directors Present: Geoff Sears, Julie Cai, Betsy Cooley, Bobby Lee, Peter Schreiber, Colin Osborne

Staff Present: Roni Hatstrup, Tiffany Gephart, Gray-Bowen-Scott

Others: Diana Keena, Susan Hsieh, City of Emeryville

2. Public Comment

No Public Comment

3. Approval of Minutes of the November 21, 2019 Board of Directors Meeting

Betsy motioned for approval of the minutes. Chair, Geoff Sears seconded the motion.

This item was approved by a unanimous vote.

AYE: 6

NAY: 0

ABSTAIN: 0

4. Executive Director's Report

A. Status of EGR Bus yard

i. Airspace Lease

Roni noted that the critical path item is CTC approval of the airspace lease, which is anticipated on March 24th. Roni further noted that the approval may be delayed to the following CTC meeting.

ii. Updated Budget vs Costs to Date

Roni noted that the final comments were received from Caltrans and the submittal for the final design package is currently underway and will be sent back to Caltrans for final approval. The design package is on target to be finalized in March. Roni further noted that the permit application for the public improvements had been submitted to the City of Oakland and that utility applications have also been submitted. Lastly, Roni provided an overview of the estimated project costs, which were included in the agenda packet.

Roni noted that the next steps will include procurement of a Resident Engineer to prepare the administrative specifications for the construction contract and to manage the project through the construction phase. Roni stated that she would bring proposals for RE services to the Board in April for Board selection.

B. Permit Extension with the City of Emeryville

Roni noted that the Planning Commission will consider the request to extend the Temporary Use permit for an additional year at the February 27th Planning Commission meeting.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

February 20, 2020

5. Business Items

A. Procurement of Audit Services

Roni informed the Board of the need to retain the services of an Auditor and provided two proposals for Board consideration. Roni provided an overview of the two proposals received by Harrison Accounting Group and Maze and Associates and made a recommendation for Board selection of Maze and Associates and requested Board authorization to execute an engagement letter for a not to exceed amount of \$10,000 for audit of the 2019 financial statements.

Peter Schreiber made a motion to select Maze and Associates and to authorize the Executive Director to execute and engagement letter for a not to exceed amount of \$10,000. Julie Cai seconded the motion. This item was approved by a unanimous vote.

AYE: 6

NAY: 0

ABSTAIN: 0

B. Appoint Audit Review Committee

Roni requested Board volunteers to serve on the audit review committee and noted that Julie Cai, Peter Schreiber and Cassandra Kappelos served on the committee the previous year. Roni noted that the commitment is to attend one audit review committee meeting to review the financial statements and auditors report as well as review of the 2019 tax documents and to make the recommendation to the Board for acceptance of the auditor's report and approval of the tax filings.

Julie Cai, Colin Osborne, and Peter Schreiber volunteered to serve on the Audit Committee.

Betsy Cooley made a motion to appoint Julie Cai, Colin Osborne, and Peter Schreiber as the audit review committee. Chair, Geoff Sears seconded the motion.

This item was approved by a unanimous vote.

AYE: 6

NAY: 0

ABSTAIN: 0

C. Review and Consider Approval of License agreement with SHM Emeryville LLC for Emery-Go-Round access at the Marina Parking Lot (Attachment)

Geoff Sears motioned for approval. Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

AYE: 6

NAY: 0

ABSTAIN: 0

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

February 20, 2020

D. Transit signal priority project (Attachments)

- i. Review and Consider Approval of Grant Subrecipient Agreement with the City of Emeryville for funding of the Transit Signal Priority Expansion.

Roni requested Board approval of the Grant Subrecipient Agreement with the City of Emeryville for funding the purchase of the Transit Signal Priority equipment and installation. Roni noted that the ETMA would be responsible for funding 15% of the equipment and installation cost.

Geoff Sears motioned for approval. Betsy Cooley seconded the motion.

This item was approved by a unanimous vote.

AYE: 6

NAY: 0

ABSTAIN: 0

- ii. Review and Consider Approval of the cost estimate provided by Advanced Traffic Products for the purchase and installation of the Transit Signal Priority equipment and Authorize the Chair to execute a Purchase Agreement.

Roni noted that the anticipated costs are lower than originally estimated and that the financial commitment for the ETMA would be approximately \$7,000. Roni further noted that the equipment will be installed on 12 buses as opposed to the 10 buses originally anticipated.

Colin Osborne asked how success of the project will be measured. Roni noted that they would monitor the on-time performance to determine the effectiveness of the emitters.

Bobby Lee motioned for approval. Julie Cai seconded the motion.

This item was approved by a unanimous vote.

AYE: 6

NAY: 0

ABSTAIN: 0

E. Review and consider approval of Resolution 20-01 to adopt proposed revisions to policy manual for Emeryville TMA (Attachment)

The resolution to the policy manual would allow for the authorization of payments over 10,000 using the Order of Payment approval form and would satisfy the requirement for officer approval of payments. The revision will also authorize electronic payments. Order of Payment forms will be kept on file.

Geoff Sears motioned for approval of Resolution 20-01 to adopt the policy revisions, Bobby Lee, seconded the motion.

This item was approved by a unanimous vote.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

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AYE: 6

NAY: 0

ABSTAIN: 0

F. Review of Fourth Quarter Reports (Attachments)

i. Financial Report

Roni provided an overview of the 4th Quarter Cash Basis Report. She commented that revenues were at 102% due to additional funds from BGTMA and a Grant that was a reimbursement from 2018 that was credited towards 2019 revenue. Expenditures came in under budget due to delayed bus purchases, appropriate maintenance billing, lower fuel costs and the operations contract came in lower than expected. Indirect costs were also lower than budgeted due to delayed construction at the new bus yard site.

ii. Ridership Report

Roni provided an overview of 2019 ridership. Geoff Sears commented that usership is low and that there is a need to closely monitor ridership in the future.

Bobby Lee asked if the reduced ridership is tied to reduced ridership on BART. Roni commented that she will look into on and off boarding data and bring to the next meeting.

No action was required.

iii. On-Time Performance Report

Roni provided an overview of the on-time performance report, noting the average on time performance was at 90%, with the exception of December which was 85%.

No action was required.

6. Suggestions/Requests from Board Members

Bobby requested an update from Ryan O'Connell from the City of Emeryville on the effectiveness of the traffic cameras on Shellmound Street. Roni indicated that she would invite Ryan to the next Board meeting to provide an update.

7. Confirm Date of Next Meeting

The meeting date of 3/19/2020 was confirmed.

8. Adjournment

The meeting was adjourned at 10:20 AM.



Emeryville Transportation Management Association's Response to the COVID-19 Virus

The Emeryville TMA's foremost concern is the safety and well-being of our employees and our customers. In wake of the recent developments regarding the COVID-19 Coronavirus disease, we have put together the operations action plan outlined below for our Emery Go Round shuttle program.

AWARENESS CAMPAIGN

Flyers labelled "STOP THE SPREAD OF GERMS" have been posted on all Emery Go Round shuttles to help raise awareness to the Coronavirus and instruct how to protect against the virus.

RIDERS

We recommend that those who have been exposed to the virus, or have the virus, to avoid public transportation. If a rider states that they have been exposed to the virus, they are recommended to take medical transportation to hospitals or health clinics.

RIDERS EXHIBITING SYMPTOMS OF FLU, COLD OR SUSPECTED CORONAVIRUS

We anticipate that drivers and other passengers on vehicles will be concerned with riders being picked up exhibiting cold and flu symptoms. In these cases, if the driver or other passengers refuse the trip, we will do our best to get the rider a trip on another medium. However, we encourage all with these symptoms to stay at home.

INCREASED VEHICLE CLEANING STANDARDS

We have identified a product well-suited for deeper vehicle disinfecting, Zep Spirit II, that will be made available where needed to be used in conjunction with the current cleaners.

Zep Spirit II is a Zep GreenLink product with an improved formula. It is a ready-to-use, hospital-grade, non-phenolic, germicidal cleaner and deodorant. Zep Spirit II (EPA Reg #1839-83-1270) has demonstrated effectiveness against viruses similar to COVID-19 on hard non-porous surfaces.

EMPLOYEE SAFETY

The safety wellbeing of our bus drivers and customers is our foremost concern. We will not unnecessarily jeopardize the well-being and safety of our employees during the virus outbreak.

Following the current top health care providers, we are asking any employee who may have driven infected or exposed customers to remain at home as a precaution. If an employee



**Emeryville Transportation Management Association's Response
to the COVID-19 Virus**

expects that they may have become exposed to a passenger or patient with the virus, the employee is to stay at home, and to seek medical attention.

Safety campaigns and meetings will be conducted with employees for awareness and precautions for the virus, including reminders to regular wash their hands and to avoid close contact with any person who exhibits symptoms of the virus.

We will continue to keep our riders up-to-date on any new developments. Thank you and stay safe!

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this “First Amendment”) is entered into as of this ____ day of March, 2020, by and between BRE-BMR 53RD LP, a Delaware limited partnership (“Landlord,” as successor-in-interest to Novartis Services, Inc.), and Emeryville Transportation Management Association, a California nonprofit corporation (“Tenant”).

RECITALS

A. WHEREAS, Landlord and Tenant are parties to that certain License Agreement dated as of November 6, 2018, the “Agreement”), whereby Tenant licenses certain space to use certain property commonly known as 4555 Horton Street, Emeryville, California from Landlord as more particularly described in the Agreement (the “Space”);

B. WHEREAS, Tenant desires to extend the term of the Agreement and Landlord desires to provide temporary access and other rights to an adjacent real property owner upon a portion of the Space; and

C. WHEREAS, Landlord and Tenant desire to modify and amend the Agreement only in the respects and on the conditions hereinafter stated.

AGREEMENT

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Definitions. For purposes of this First Amendment, capitalized terms shall have the meanings ascribed to them in the Agreement unless otherwise defined herein. The Agreement, as amended by this First Amendment, is referred to collectively herein as the “Agreement.” From and after the date hereof, the term “Agreement,” as used in the Agreement, shall mean the Agreement, as amended by this First Amendment.

2. Extension of Term of Agreement. Section 3. (a) of the Agreement is amended to extend the term of the Agreement to September 14, 2020 and the Agreement will expire on September 14, 2020 which shall be the “Expiration Date” (“Extension Term”).

3. Access Rights. Tenant consents to and agrees to Landlord granting to third parties, including, but not limited to Lennar Corporation, and, in addition to any rights reserved by Landlord in the Agreement, Landlord retains and reserves, rights to access and work in the Space during the term of the Agreement, including, but not limited to, rights for the purpose of construction access and the placement of temporary fencing, and Licensee hereby waives any claims against Landlord for damages or inconvenience caused by any such access or work.

4. Condition of Space. Tenant acknowledges that (a) it is in possession of and is fully familiar with the condition of the Space and, notwithstanding anything contained in the Agreement to the contrary, agrees to take the same in its condition “as is” as of the first day of the Extension Term, and (b) Landlord shall have no obligation to alter, repair or otherwise prepare the Space for Tenant’s continued occupancy for the Extension Term or to pay for any improvements to the Space, except as may be expressly provided in the Agreement.

5. No Default. Tenant represents, warrants and covenants that, to the best of Tenant’s knowledge, Landlord and Tenant are not in default of any of their respective obligations under the Agreement and no event has occurred that, with the passage of time or the giving of notice (or both) would constitute a default by either Landlord or Tenant thereunder.

6. Notices. Section 13 of the Agreement is amended to provide that all notices to Landlord shall be to the following address:

BRE-BMR 53RD LP
17190 Bernardo Center Drive
San Diego, California 92128
Attn: Legal Department

7. Effect of First Amendment. Except as modified by this First Amendment, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms contained in this First Amendment and the Agreement, the terms herein contained shall supersede and control the obligations and liabilities of the parties.

8. Successors and Assigns. Each of the covenants, conditions and agreements contained in this First Amendment shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns and sublessees. Nothing in this section shall in any way alter the provisions of the Agreement restricting assignment or subletting.

9. Miscellaneous. This First Amendment becomes effective only upon execution and delivery hereof by Landlord and Tenant. The captions of the paragraphs and subparagraphs in this First Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof. All exhibits hereto are incorporated herein by reference. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for a lease, and shall not be effective as a lease, lease amendment or otherwise until execution by and delivery to both Landlord and Tenant.

10. Authority. Tenant guarantees, warrants and represents that the individual or individuals signing this First Amendment have the power, authority and legal capacity to sign this First Amendment on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.

11. Counterparts; Facsimile and PDF Signatures. This First Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile or portable document format (PDF) signature on this First Amendment shall be equivalent to, and have the same force and effect as, an original signature.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date and year first above written.

LANDLORD:

BRE-BMR 53rd LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

TENANT:

Emeryville Transportation Management Association,
a California nonprofit corporation

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO LEASE

This First Amendment to Lease dated March 1, 2019 (the “**First Amendment**”) is made in reference to that Lease (the “**Lease**”) made and entered into on March 27, 2018 by and between Hollis General Partnership (“**Landlord**”), and Emeryville Transportation Management Association (“**Tenant**”), for Premises located at 1601 D 63rd Street, Emeryville, CA. From and after March 1, 2020, the Lease and this First Amendment thereto shall collectively constitute and be referred to as the Lease for all purposes thereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Definitions; Recitals.** Unless otherwise specified herein, all capitalized terms used in this First Amendment are used as defined in the Lease.
2. **Inconsistencies.** To the extent that there are any inconsistencies between the terms of the Lease and this First Amendment, the terms of this First Amendment shall control.
3. **Extension.** The Lease is set to expire on March 30, 2020 (the “**Prior Expiration Date**”). The Term of the Lease is hereby extended for a period of six (6) months such that it shall now expire on September 30, 2020, (the “**Extended Expiration Date**”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Expiration Date and ending on the Extended Expiration Date shall be referred to herein as the “**Extended Term**”.
4. **Monthly Base Rent.** Effective April 1, 2020, Monthly Base Rent shall be \$3,824.00 per month.
5. **Tenant’s Space “As-Is”.** Landlord shall not have any obligation to make any alterations, modification or improvements to the Premises whatsoever.
6. **Inspection by a CASp in Accordance with Civil Code Section 1938.** To Landlord’s actual knowledge, the property being leased or rented pursuant to the Lease (as amended by this Amendment) has not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject space and determine whether the subject space comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject space, the commercial property owner or lessor may not prohibit the Tenant from obtaining a CASp inspection of the subject space for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. The foregoing verification is included in this Amendment solely for the purpose of complying with California Civil Code Section 1938 and, except as otherwise expressly stated above, shall not in any manner affect Landlord’s and Tenant’s respective responsibilities for compliance with construction-related accessibility standards as provided under the Lease.
7. **Brokers.** Landlord and Tenant each warrant and represent to the other in the negotiating or making of this First Amendment that neither such representing party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission.

Landlord and Tenant shall each indemnify and hold the other harmless from any claim or claims, including costs, expenses, attorneys' fees incurred by the other or asserted by any broker or finder for a fee or commission based on any dealings with or statements made by the representing party or representatives.

8. **Agreement in Full Force.** Except for those provisions which are inconsistent with this First Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Lease shall remain in full force and effect. The parties hereby ratify the Lease, as amended hereby.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

TENANT:

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

Emeryville Transportation Management
Association

LANDLORD:

HOLLIS GENERAL PARTNERSHIP,
a California general partnership

By: HSP Ltd., a California Limited
Partnership
Its: General Partner

By: Wareham-NZL, LLC
Its: General Partner

By: _____
Name: Richard K. Robbins
Its: Manager