

**AGREEMENT BETWEEN THE CITY OF ALAMEDA AND THE ALAMEDA
TRANSPORTATION MANAGEMENT ASSOCIATION (ALAMEDA TMA)
CONCERNING OBLIGATIONS TO ASSIST IN THE IMPLEMENTATION OF
A PILOT PROGRAM FOR AN ESTUARY WATER SHUTTLE SERVICE
BETWEEN ALAMEDA AND OAKLAND**

This Agreement (“Agreement”) is entered into as of this ____ day of _____, 2024 (“Effective Date”), between the City of Alameda, a municipal corporation (“the City”), and the Alameda Transportation Management Association, a California non-profit public benefit corporation, whose address is 950 West Mall Square, Suite 239, Alameda, California (“ATMA”) [collectively, “the Parties” and individually, sometimes referred to as a “Party”], with reference to the following facts:

RECITALS

- A. The City and ATMA, along with the San Francisco Bay Area Water Emergency Transportation Authority (“WETA”) and a number of other private organizations, are planning to implement a two-year pilot program involving small vessel public water shuttle service in the Oakland Estuary between Alameda and Oakland (“**Project**”); and
- B. The Project includes planning efforts for the public water shuttle operations in the Oakland Estuary between Alameda and Oakland (“**Service**”), leasing an appropriate vessel (“**Vessel**”) to be used for the Service, marketing the Service, maintaining said Vessel, and operating the Service. The Service will operate for two years (“**Service Period**”), be free, open to the general public and ADA-accessible. The Service is a pilot – intended to test and prove a concept of operations that will provide connections between Alameda and Oakland; and
- C. The City is the recipient of a grant from the Alameda County Transportation Commission (“**Alameda CTC**”), which will partially fund the Project, along with funding from private partners and in-kind staffing contributions, for up to two years of operations; and
- D. The ATMA was established in 2017 as an independent California non-profit public benefit corporation that oversees the ongoing implementation of the Alameda Point Traffic Demand Management Plan and the Northern Waterfront transportation mitigation area requirements with potential for expansion citywide.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the ATMA agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2026, unless terminated earlier as set forth herein.

2. **CITY OBLIGATIONS:**

- a. The City will lease from Big Yellow Boat, LLC (“BYB”), at fair market value, the Vessel and one spare engine for the Service Period. The City will provide the Vessel and spare engine to WETA, which will modify and maintain the Vessel, and will operate the Service for the duration of the Project.
- b. The City will facilitate finding a no-cost overnight berthing location for the Vessel, anticipated to be provided at Jack London Square, via an in-kind contribution from CIM Group, the property management firm for Jack London Square.
- c. The City will use the private party funding, along with the Alameda CTC grant funding and the City’s own contributions, to pay the “**Project Expenses**,” which are listed in Exhibit A. At the end of the Agreement term, any un-spent private funding will be returned to the ATMA.
- d. The City, with WETA, will coordinate with the ATMA on the Service, including the Service start date, docks serviced, days of service, daily schedule and monitoring and evaluation. WETA may make minor schedule and Service level changes with notice to the City, which the City will forward to the ATMA. The Service will always be designed to fit within the available total project funding. The core Service will be from the public dock located at the foot of Broadway in Oakland to the City Dock at the foot of Fifth Street in Alameda. Other locations, including at a private dock, may be incorporated into the Service if the Parties and WETA agree.
- e. WETA may suspend or cancel Service for any reason, for instance due to weather, or in the event of an emergency, or if the Vessel or crew is unavailable. In such an event, WETA will provide City with prompt notice as appropriate under the circumstances, which the City will forward to the ATMA.
- f. The City will lead the marketing and customer outreach efforts associated with the Project, in collaboration with the ATMA and other stakeholders. The City will develop the project logo, develop and purchase all necessary signage for the Project, post signage at the City dock, and provide signage to other dock owners to post. The City will have marketing materials printed and develop on-line schedules, flyers, and all other marketing materials. The City will develop and maintain the Project web page. The City will provide the ATMA with copies of all such materials and links
- g. WETA will count the numbers of riders and bicycles at each stop of the Service, and hand out customer surveys, as developed by City, with input from the ATMA. The City will forward ridership data collected by WETA to the ATMA.

3. **ATMA OBLIGATIONS:**

- a. ATMA will collect funding from private organizations and transmit it to the City, as described in Exhibit B, which will be used for the Project Expenses for the Service, as outlined in Exhibit A.
- b. ATMA will market the Service to its customers and on its web pages and support the City's marketing and customer outreach efforts, through in-kind staffing and the ATMA's social media and web site. ATMA, City and WETA will meet to collaborate on, and jointly implement, all marketing efforts.
- c. ATMA will provide in-kind staffing, estimated to be valued at \$36,000 per year, at a minimum, for purposes of the Alameda CTC grant. ATMA will provide the City with documentation of its staff time expended on the Project for the entire Agreement period, in order to verify its in-kind contributions.

4. **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance and obligations of this Agreement.

5. **STANDARD OF CARE:**

ATMA agrees to perform all its obligations hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all of its obligations shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

ATMA is engaged as an independent business and shall perform its obligations as an independent contractor. The manner and means of conducting its obligations and tasks are under the control of ATMA except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of ATMA's carrying out its obligations. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to ATMA, its employees or agents.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

ATMA assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing its obligations hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. ATMA shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by ATMA.

8. **NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, ATMA and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person

on the basis of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. ATMA shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), caused by ATMA's negligent performance of its obligations under this Agreement. ATMA shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have arisen solely from the negligence or the willful misconduct of the City or Indemnitees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, ATMA's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. ATMA's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, ATMA shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit ATMA's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda.
Attention: Risk Manager."

ATMA shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise

acceptable to the City. ATMA shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


ATMA Initials

b. COVERAGE REQUIREMENTS:

ATMA shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum

limits: Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. ATMA shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such

insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

ATMA waives its rights of subrogation that any insurer of ATMA may acquire from ATMA by virtue of the payment of any loss. ATMA shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by ATMA, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If ATMA at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in ATMA's name or as an agent of ATMA and shall be compensated by ATMA for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers, and the Alameda County Transportation Commission, its Governing Body, Officers, Employees and Consultants, shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under ATMA's policy shall be primary and non-contributory and will not seek contribution from the City's or the Alameda CTC's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect ATMA. ATMA should consult ATMA's insurance broker to determine adequate coverage for ATMA. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to ATMA; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the ATMA are exhausted.

11. CONFLICT OF INTEREST:

ATMA warrants that it is not a conflict of interest for ATMA to perform its obligations required by this Agreement. Officers or employees of ATMA may be required to fill out a conflict of interest form if its obligations under this Agreement require ATMA to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. ATMA shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. ATMA shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or the City Manager's designee may consent or reject such request in the City Manager's sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by ATMA to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of ATMA, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of ATMA.

13. PERMITS AND LICENSES:

ATMA, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with carrying out its obligations and tasks hereunder.

14. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by ATMA pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by ATMA pursuant to this Agreement shall be made available to any individual or organization by ATMA without prior approval of the City Manager or the City Manager's designee.

c. ATMA shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

15. RECORDS:

a. ATMA shall maintain complete and accurate records with respect to its obligations, tasks, work, documents and data in sufficient detail to permit an evaluation of ATMA's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to carrying out its obligations and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. ATMA shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by ATMA for a period of three (3) years after termination of this Agreement.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then ATMA shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from ATMA to the City shall be addressed to the City at:

City of Alameda
Planning, Building and
Transportation 2263 Santa Clara
Avenue, Room 190
Alameda, CA 94501
ATTENTION: Planning, Building, and Transportation
Director Ph: (510) 747-6800

e. All notices, demands, requests, or approvals from the City to ATMA shall be addressed to AMTA at:

Alameda Transportation Management Association
Lucy Gigli, TDM Manager
950 West Mall Square, Suite 239
Alameda, CA 94501
Phone: 510-505-8470
Email: info@alamedatma.org

f. All updated insurance certificates from ATMA to the City shall be addressed to the City at:

City of Alameda
Planning, Building and
Transportation 2263 Santa Clara
Avenue, Room 190
Alameda, CA 94501
ATTENTION: Erin Garcia/Administrative Services
Coordinator Ph: (510) 747-6816
Email: egarcia@alamedaca.gov

17. TERMINATION:

a. In the event the Parties fail or refuse to perform any of the provisions hereof at the time and in the manner required hereunder, the non-complying Party shall be deemed in default in the performance of this Agreement. If such default is not cured, within thirty (30) business days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, a Party may thereafter immediately terminate the Agreement forthwith by giving to the non-complying Party written notice thereof.

b. The foregoing notwithstanding, either Party shall have the option, at its sole

discretion and without cause, of terminating this Agreement by giving thirty (30) days' prior written notice as provided herein.

18. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any Party, assignee or beneficiary against any other Party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the Parties and litigants shall bear their own attorney's fees and costs. No Party or litigant shall be entitled to recover any attorneys' fees or costs from any other Party or litigant, regardless of which Party or litigant might prevail.

19. HEALTH AND SAFETY REQUIREMENTS.

ATMA acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. ATMA shall comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. ATMA shall also make available to the City, at the City's request, records to demonstrate ATMA's compliance with this Section.

20. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, ATMA shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which its obligations or tasks are to be performed by ATMA, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. ATMA shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. INTEGRATED CONTRACT:

Subject to the language of Section 29, the Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all

preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and ATMA.

24. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

25. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. SIGNATORY:

By signing this Agreement, the Parties warrant and represent that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

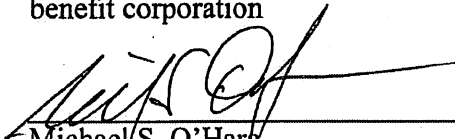
27. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

ALAMEDA TRANSPORTATION
MANAGEMENT ASSOCIATION
a California non-profit public
benefit corporation




Michael S. O'Hara
President
Alameda Transportation Management
Association

CITY OF ALAMEDA
a municipal corporation

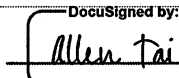
Jennifer Ott
City Manager

APPROVED AS TO FORM:
ATMA Attorney

RECOMMENDED FOR APPROVAL



NAME:
TITLE:

DocuSigned by:


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Allen Tai
Planning, Building, and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


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Celena H. Chen
Chief Planning Counsel

EXHIBIT A:**Project Expenses**

Total two-year project cost is for baseline service of 4 days of service per week for two years, with 9 months of longer hours of daily service and 3 months of shorter hours of daily service, each year. Actual service provided may increase but under no circumstances will it exceed total contributions.

Project Expenses	Cash contributions*	In-Kind contributions**
<ul style="list-style-type: none"> • Water Shuttle Operations (Labor and fuel) • Shuttle Service Testing (pre-service launch) • Scheduled Vessel Maintenance • Vessel Leasing • Landside Improvements (docks, signage, etc) • Berthing Fees • Project Oversight • Marketing 	\$2,263,500	\$302,000
Contingency (includes unscheduled Vessel Maintenance)	\$150,000	
Totals	\$2,413,500	\$302,000
Total Two-Year Project Cost = \$2,715,500		

* Cash funding to be provided by private organizations, Alameda CTC grant and City.

** In-kind contributions to be provided by WETA, ATMA, CIM Group and City.

EXHIBIT B:**Private Funding and Payment Schedule**

ATMA will transmit the private funding to the City in the amounts, and on the schedule, shown below:

#	Funding Amount*	Payment deadline
1	\$150,000 minimum funding	March 1, 2024
2	\$200,000 additional minimum funding (cumulative minimum of \$350,000)	April 15, 2024
3	\$200,000 additional minimum funding (cumulative minimum of \$550,000)	June 1, 2024
4	\$200,000 additional minimum funding (cumulative minimum of \$750,000)	October 31, 2024
5	\$200,000 additional minimum funding (cumulative minimum of \$950,000)	January 31, 2025
6	\$200,000 additional minimum funding (cumulative minimum of \$1,150,000)	April 30, 2025
7	\$200,000 additional minimum funding (cumulative minimum of \$1,350,000)	July 31, 2025
8	\$135,000 additional minimum funding (cumulative minimum of \$1,485,000)	October 31, 2025
9	\$100,000 additional minimum funding (cumulative minimum of \$1,585,000)	January 31, 2026

*In the event that additional funds for the Service in excess of \$1,585,000 are collected by the ATMA, they will be transmitted to the City on or before January 31, 2026.