



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

Chair

*Bobby Lee, At-Large
Residential Member*

Vice Chair

*Peter Schreiber
Pixar*

Treasurer

*Andrea Kirkpatrick
Oxford Properties*

Secretary

*Ally Fitzmaurice
Bay Center Investors, LLC*

Directors

*Geoffrey Sears
Wareham
Development*

*Colin Osborne
Employer Member*

*Andrew Allen
At-Large Business
Member*

*Brooks Jessup,
At-Large Residential
Member*

*Christa Williams,
Bay Street/CenterCal*

AGENDA

Board of Directors Meeting
February 26, 2026 @ 10:30 AM

1333 Park Avenue, Garden Room, Emeryville, CA 94608
Hybrid [Teams](#): Meeting ID: 278 969 871 133 48 - Passcode: pB2mc3Yu

1. Call to Order
2. Public Comment
3. **5 Minutes:** Consent Calendar
 - A. Approval of the Minutes of the January 20, 2026 Board of Directors Meeting
 - B. Approval of the Minutes of the February 4, 2026 Special Board of Directors Meeting
 - C. Review and Consider Approval to Reinvest Matured CD Funds into New Accounts
 - D. Review and Consider Approval of Audit Engagement with Maze & Associates for Preparation of 2025 Audited Financial Statements
 - E. Review and Consider Approval of Modified Amendment 3 to Extend the Fueling Agreement with AC Transit Through June 30, 2026
 - F. Review and Consider Approval of Trademark Licensing Agreement with ALTRANS TMA, Inc.
4. Action Items
 - A. **5 Minutes:** Appoint Audit Review Committee:
 - B. **15 Minutes:** Review and Consider Management Recommendation to Discontinue Automatic Passenger Counter (APC) Pilot Program
 - C. **20 Minutes:** Review and consider approval of the sub-committee's recommendation to enter into an agreement with Piccadilly to develop, conduct, and report on the 2026 On-Board and Off-Board Surveys
5. Board and Staff Comments
6. Confirm date of Next Meeting – March 17, 2026
7. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION
ACTION SUMMARY MINUTES
Board of Directors Meeting
January 20, 2026

**LOCATION: 1333 PARK AVENUE, COUNCIL CHAMBERS
EMERYVILLE, CA 94608**

Hybrid Teams: Meeting ID: 293 996 386 737 – Passcode: 44op37ib

Directors Present:

*Bobby Lee, Chair
Peter Schreiber, Vice Chair
Andrea Kirkpatrick, Treasurer
Ally Fitzmaurice, Secretary
Christa Williams, Director
Colin Osborne, Director
Geoffrey Sears, Director*

Others Present:

Pedro Jimenez, Assistant City Manager via Teams
Daniel Oliver, ALTRANS
Andrew Ridley, ALTRANS
Lucey Gorrill, ALTRANS
Janet Shipp, ALTRANS
Justine Burt, ALTRANS
Ryan O’Connell, City of Emeryville
Phillip Toste, City of Emeryville via Teams
Amber Evans, City of Emeryville
Darinay Watson, MV Transportation
Jennifer Singer, MV Transportation

1. Call to Order
Bobby Lee called the Board of Director’s meeting to order at 11:05am
2. Public Comment: 11:05am
No public comments
3. Approval of the Minutes of the November 18, 2025 Board of Directors Meeting: 11:06am
Christa Williams motioned for approval of the Minutes of the November 18, 2025 Board of Directors Meeting. Ally Fitzmaurice seconded the motion.

This item was approved by a unanimous vote.

Yes: 7
No: 0
Abstain: 0
4. Reporting and Updates: 11:06am
 - A. Digital Marketing Campaign Report – Lucey Gorrill, ALTRANS
Lucey reviewed the 2025 marketing and outreach efforts, including outreach tabling events and social media activation. She reviewed the Autumn and Holiday social media campaign results and overviewed the current/upcoming marketing efforts and outreach events.

B. Operations Updates and Review – Jennifer Singer, MV: 11:20am
Jennifer Singer from MV Transportation shared that the MV drivers are given regular safety training and focus on customer service. In the past year, 6 drivers needed to be let go due to safety concerns and customer service issues. Colin shared that the driver/customer relationship is important and wanted to know if there is crisis/conflict resolution training, in which MV does provide. MV created 2 new dispatch positions. MV will be putting in new driver routing which will be relief on route to help streamline the routes. This should be up and running in the next 90 days.

C. Project/Research Updates – Daniel Oliver, ALTRANS: 11:38am
Bobby, Brooks and Daniel met with 2 AV consultants. We are waiting to hear back on pricing and quotes for the consulting. Bobby, Brooks and Daniel will also be attending an AV public transit conference in San Francisco next week and will report back what was learned. T-Mobile is not providing enough bandwidth at the yard, so we are moving back to Etheric. Geoff asked if there are any long-term impacts with the construction and if there were any changes that had to be made on the routes. There have been no permanent changes or impacts currently. Daniel shared that in August and September we had accurate passenger counts on Tripshot, but November was inaccurate. The problem with inaccuracy occurred after TripShot had a software update. The data is still in the system accurately but has not been recorded properly. Daniel will have a call with TripShot next week and will see if we expand the pilot or recommend to the board to end service.

5. Business Items: 11:46am

A. Review and Consider Emery Go-Round participation in the Visual Art Grant

Amber Evans reviewed the Board of the Emeryville Visual Art Grant. The application is due 2/27/26 and the funding is available July 1, 2026 to June 30, 2028. Awards vary from \$3,000 to \$17,500. A subcommittee was formed to review the potential artwork final decision – Andrea, Christa and Bobby.

Bobby Lee motioned for Approval for the Emery Go-Round participation in the Visual Art Grant as well as the pursuit of a member-sponsored advertising program. Andrea Kirkpatrick seconded the motion.

This item was approved by a unanimous vote.

Yes: 7

No: 0

Abstain: 0

Ally, Andrea and Geoff left the meeting at 12:14pm due to the meeting going past 12:00pm

B. City of Emeryville Public Works: 12:15pm

Ryan O’Connell reviewed the CIP project tracking spreadsheet that is posted every month on the City of Emeryville website so projects can be viewed at any time. Ryan highlighted the Powell Street redesign project. Currently working on getting a 10% design on this project to bring to City Council in the Spring of 2026. Bobby wanted to be sure there would be enough

width in the streets to accommodate our buses. Ryan also reviewed the 40th Street Multimodal project to improve conditions for bus riders, pedestrians, and cyclists.

C. Review of Strategic Plan and 2026 Priorities: 12:13pm

Due to lack of time, the Board elected to move this topic to a stand-alone special meeting to occur before the regular February Board Meeting. Colin specifically requested discussion of a fleet plan.

6. Informational Items – No presentation; available for board review

- A. Operations Report
- B. 2026 Calendar of Actions

7. Board and Staff Comments

No Board and Staff Comments

8. Confirm date of Next Meeting – February 17, 2026: 12:51pm

The meeting date was confirmed for February 17, 2026

10. Adjournment

The meeting adjourned at approximately 12:52pm

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION
ACTION SUMMARY MINUTES
Board of Directors Special Meeting
February 4, 2026

**LOCATION: 1333 PARK AVENUE, GARDEN ROOM
EMERYVILLE, CA 94608**

Hybrid Teams: Meeting ID: 260 785 732 375 6 – Passcode: oy2yj9Yq

Directors Present:

*Bobby Lee, Chair via Teams
Peter Schreiber, Vice Chair
Andrea Kirkpatrick, Treasurer
Brooks Jessup, Director
Christa Williams, Director
Colin Osborne, Director
Geoff Sears, Director via Teams*

Others Present:

*Pedro Jimenez, Assistant City Manager
Daniel Oliver, ALTRANS
Andrew Ridley, ALTRANS
Janet Shipp, ALTRANS via Teams*

1. Call to Order:
Bobby Lee called the Board of Director's Special meeting to order at 10:14am.
2. Public Comment:
There were no comments from the public.
3. Discussion of Strategic Plan and 2026 Priorities and Directives: 10:15pm
Daniel provided updates on the status of current initiatives which included the on-board and off-board survey, the RFP for marketing strategy and campaign development, fleet plan development, system-wide review, route augmentations/expansions and the 2030 PBID Renewal. Proposals have been received for the on-board and off-board survey from multiple vendors. The subcommittee, consisting of Christa, Brooks, Bobby and Geoff, will meet on Friday to review the most recent proposals and select a vendor to recommend to the board perhaps at the February 17th meeting. The goal is to conduct the survey in April or May.

It was requested in November that we look at all the stops to see if they are in the right places or if they would be better moved for additional ridership. We are working with city resources to try and retrieve density information and foot traffic data.

Brooks would like to have a bigger picture of the strategic goals to answer how we will reduce congestion, how we handle large scale events and how to reduce emissions. What are our objectives for the next 10 years in respect to these goals? How do we measure our progress towards these objectives? Andrew said he would look at the Strategic Plan and revise some of the definitions and objectives.

Daniel stated a few reasons for the drop in ridership between 2014 – 2019 which included lower fuel prices, higher car ownership and surge in Lyft and Uber services. Brooks would

like a more detailed analysis which is Emeryville specific to learn of other factors that attributed to this ridership drop and suggested that we look at a data driven analysis by hiring a TDM consultant to help us understand how travel patterns and demands in the city, and coming into the city, have changed. Andrea agreed and requested that an RFP be made to look for an outside firm to help measure the data that is needed to help with our increased ridership goals.

Daniel reviewed the different bus choices for the fleet plan transition. Three vehicles will be phased out in 2027 and 4 additional vehicles will be phased out in 2028. Daniel will reach out to the Air District and California Air Resources Board to see if we can receive grants for retiring 6 of our buses. The board is currently looking at a transit style, reduced size, low floor bus with specific customization, like easy to clean upholstery. Daniel will talk to the MV drivers for their feedback on the change in buses and will also schedule a visit to one of the vendor yards to look more closely at the buses. Daniel will proceed to engage with a vendor and ask to receive a formal quote and timeline after giving them the specifics of the buses.

4. Board and Staff comments

Brooks requested to be added to the Visual Art Grant sub-committee with Andrea, Christa and Bobby.

5. Confirm date of Next Meeting

The meeting date was confirmed for February 17, 2026

6. Adjournment

The meeting adjourned at approximately 11:42am



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 26, 2025
SUBJECT: February 2026 Certificate of Deposit (CD) Reinvestment

Background

Improvement Project CD:

At the May 2023 ETMA Board Meeting, the board elected to open a 7-month CD account at Bank of America with a starting balance of \$138,878.17. The funds were earmarked for an improvement project to be discussed and recommended by sub-committee. Upon maturity, the board elected to reinvest in multiple subsequent 7-month CDs. On February 2, 2026, the current account was closed and the funds were transferred to the ETMA's Savings Account.

	Opening Amt	Opening Date	Maturity Date	Maturity Amt.	Acct. Growth	Funds Growth
Initial Inv.	\$138,878	7/12/23	2/12/24	\$142,609	\$3,731	\$3,731
Maturity 1	\$142,609	3/24/24	10/24/24	\$146,544	\$3,935	\$7,666
Maturity 2	\$146,544	10/24/24	5/27/25	\$150,218	\$3,674	\$11,340
Maturity 3	\$150,218	6/28/25	1/28/26	\$153,716	\$3,498	\$14,837

IP-Fund A CD:

At the September 2023 ETMA Board Meeting, the board elected to open a 7-month CD account in the amount of \$1,750,000 as part of the September 2023 Investment Plan. Upon maturity, the board elected to reinvest the funds in multiple subsequent CD accounts. On February 2, 2026, the current account was closed and the funds were transferred to the ETMA's Savings Account.

	Opening Amt	Opening Date	Maturity Date	Maturity Amt.	Acct. Growth	Funds Growth
Initial Inv.	\$1,750,000	10/6/23	5/6/24	\$1,800,472	\$50,472	\$50,472
Maturity 1	\$1,800,472	5/8/24	6/9/25	\$1,884,674	\$84,202	\$134,674
Maturity 2	\$1,884,674	6/30/25	1/30/26	\$1,928,749	\$44,075	\$178,749

Proposed Motion

Improvement Project CD: 7 Month Term

Reinvest the matured funds into a 7-month CD, which currently has an interest rate of 3.20%*. At the maturity of this investment, the balance of the account will be an estimated \$156,608, a gain of \$2,892.

IP-Funds A CD: 7 Month Term

Reinvest the matured funds into a 7-month CD, which currently has an interest rate of 3.20%*. At the maturity of this investment, the balance of the account will be an estimated \$1,965,042, a gain of \$36,293.

*As of February 6, 2026



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 26, 2026
SUBJECT: Review and Consider Approval of Audit Engagement with Maze & Associates for Preparation of 2025 Audited Financial Statements

Summary

As a California nonprofit corporation with annual revenues exceeding \$2 million, the Emeryville Transportation Management Association (ETMA) is required to undergo an independent financial audit pursuant to the California Nonprofit Integrity Act of 2004. In addition, annual audits are mandated under the Property and Business Improvement District (PBID) Management Plan and the associated agreement with the City of Emeryville. This process ensures transparency to the City and assessed property owners and confirms that all PBID revenues are managed with the highest level of fiscal accountability and in accordance with Generally Accepted Accounting Principles (GAAP).

For the past six years, ETMA has engaged Maze & Associates to perform its annual financial audit. If approved, Maze & Associates will commence the 2025 audit in March 2026, working in coordination with ETMA management and John Tounger, ETMA's Accountant/Bookkeeper. The final audit report will be issued no later than May 31, 2026.

The proposed fee for the 2025 audit reflects a 3.1% increase over the 2024 audit, attributable to adjustments in the Bay Area Cost of Living Index.

Proposed Motion

Approve audit engagement with Maze & Associates for preparation of 2025 audited financial statements.

February 10, 2026

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

Dear Daniel,

We are pleased to confirm our understanding of the services we are to provide for the Emeryville Transportation Management Association as of and for the year ended December 31, 2025.

Audit Scope and Objectives

The services we have been engaged to provide are outlined below, but we are also available to provide additional services at your request:

- 1) Audit of Financial Statements and Issuance of Memorandum on Internal Controls

We will audit the financial statements of Emeryville Transportation Management Association, which comprise the statement of financial position as of December 31, 2025, the related statements of activities, functional expenses and cash flows for the year then ended, and the disclosures (collectively, the “financial statements”).

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

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

We will obtain an understanding of the Organization and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories if applicable, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill the Organization for responding to this inquiry.

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

Our audit of the financial statements does not relieve you of your responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand that management is responsible for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. Management is also responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of the audit, we will require certain written representations from you about the financial statements and related matters.

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

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Organization complies with applicable laws and regulations. Management is responsible for the preparation of the supplementary information (if any) in conformity with accounting principles generally accepted in the United States of America. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

If management intends to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in any document should be done only with our prior approval of the document. Management is responsible for providing us the opportunity to review such document before issuance.

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

Other Services

We will assist in preparing the financial statements of the Organization in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards, including the Statements on Standards issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Engagement Administration, Fees, and Other Considerations

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

Vikki Rodriguez-Valerga is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in March 2026, and to issue no later than May 31, 2026.

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

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. If significant additional time is necessary, we will discuss it with management and arrive at a new fee before we incur any additional costs.

Management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the website with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Use of Portals for Transmitting Data – OneDrive/Sharepoint is used solely to transmit data and is not intended to store Emeryville Transportation Management Association's information. Emeryville Transportation Management Association is responsible for downloading any records from the OneDrive/Sharepoint folder that it wishes to retain for its own records at the completion of the engagement. For multi-year engagements, such downloading should occur annually.

Upon completion of the engagement, data and other content will either be removed from the OneDrive/Sharepoint or become unavailable to Emeryville Transportation Management Association within a reasonable time frame (30 days after issuance).


Our most recent peer review report accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of Emeryville Transportation Management Association financial statements. Our report will be addressed to the Board of Directors of Emeryville Transportation Management Association. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by an error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgement prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

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



Maze & Associates

RESPONSE:

This letter correctly sets forth the understanding of Emeryville Transportation Management Association

By: _____

Title: _____

Date: _____

**Emeryville Transportation Management Association
Engagement Letter
Fees Attachment
December 31, 2025**

Our fees for the work as described in the attached engagement letter will be as follows:

Item	Fee
Audit of Financial Statements	\$11,985
Total	\$11,985

2026 Fees – Our recurring fees have been adjusted only for the change in the services component of the Bay Area Cost of Living Index for the San Francisco Bay Area of 3.1%.

PDF Copies of Reports – scanned copies of the above reports are available upon request at no charge. These scanned copies (300 dpi) are not high quality and the file sizes may be large, depending on the length of the report. If you would like a higher quality PDF file, please contact us for more information on the specifics and pricing of these options.

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

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

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

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

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



Report on the Firm's System of Quality Control

MAZE & ASSOCIATES ACCOUNTANCY CORPORATION and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

CPAs ■ Advisors

 4120 Concours, Suite 100, Ontario, CA 91764
 909.948.9990 / 800.644.0696 / FAX 909.948.9633
 gyl@gylcpa.com
 www.gylcpa.com

CPAmerica
Member  Crowe Global

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maze & Associates Accountancy Corporation in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maze & Associates Accountancy Corporation has received a peer review rating of *pass*.

GYL LLP

Ontario, California
February 6, 2024





EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 26, 2026
SUBJECT: Review and Consider Approval of Modified Amendment 3 to Extend the Fueling Agreement with AC Transit Through June 30, 2026

Summary

The current fueling agreement with AC Transit expired on December 31, 2025, and requires execution of a new multi-year agreement. At the November 2025 ETMA Board meeting, the Board approved Amendment 3, which would have provided a one-month extension through January 31, 2026, to allow time for the new agreement to be drafted. However, due to delays, Amendment 3, as approved by the ETMA Board was not executed.

In late January 2026, AC Transit advised that the drafting process was taking longer than anticipated and requested that a revised Amendment 3 be executed instead. The revised amendment would extend the terms of the existing contract through June 30, 2026, with no changes to the 2025 fueling rates.

Proposed Motion

Approve the revised Amendment 3 of the fueling agreement with AC Transit, extending the terms of the current agreement through June 30, 2026.

AMENDMENT NO. 3 TO THE CONTRACT

This Amendment No. 3 to the Contract (“Amendment No. 3”) is made and entered into as of *18 November 2025* (“Effective Date”) by and between the **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT**, a rapid transit district established pursuant to California Public Utilities Code, Section 24501 et seq., having its principal place of business at 1600 Franklin Street, Oakland, California 94612 (hereinafter, “AC Transit” or the “District”) and **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION**, a non-profit Public Benefit Corporation, organized under the California Non-Profit Public Benefit Corporation Law, having its principal place of business at 3640 Mandela Parkway, Oakland, California 94608, each a “Party” and collectively referred to as the “Parties”, to amend the terms of the Contract dated *01 January 2021* (the “Contract”), as specified below.

WHEREAS, the Parties have previously modified the Contract to exercise the First and Second Option Periods, extending the Contract Term to *31 December 2025*; and

WHEREAS, the Term of the Contract is scheduled to expire on *31 December 2025*, and the Parties now desire to further extend the Term of the Contract for a period of six (6) calendar months (the “Extended Period”); and by this Amendment, the Parties desire to set forth their agreements with respect thereto;

NOW THEREFORE, in consideration of the faithful performance of the terms, conditions, promises, and covenants contained in this Amendment No. 3 to the Contract, as amended to date, and the continuing provisions of the Contract, the Parties agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings ascribed to those terms in the Contract.
2. **Section 2. Term of Contract.** The first paragraph of *Section 2 (Contract Term)* of the Contract is deleted in its entirety and replaced with the following:

“Services under this Contract shall commence on *01 January 2021 to 28 February 2026*, which includes the First and Second Option Periods of *01 January 2024 to 31 December 2024* and *01 January 2025 to 31 December 2025*, respectively, as well as the Extended Period of *01 January 2026 to 30 June 2026*. Services under the Contract shall continue unless this Contract is terminated sooner pursuant to *Section 8-Termination* or extended by the Parties, as allowed for herein. Services shall be performed at the District’s direction and within the term set forth above hereto unless otherwise mutually agreed upon by the District and the Corporation.”

3. **Contract.** Except as set forth herein, all other terms of the Contract shall remain in full force and effect, unaltered and unchanged by this Amendment No. 3.
 4. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.
-

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 3 as of the Effective Date.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

By: _____
Bobby Lee
Board Chair

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

By: _____
Salvador Llamas
General Manager/Chief Executive Officer

APPROVED AS TO FORM AND CONTENT:

By: _____
Aimee L. Steele
General Counsel/Chief Legal Officer



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 26, 2026
SUBJECT: Review and Consider approval of Trademark Licensing Agreement with ALTRANS

Summary

ALTRANS currently provides management services to the Emeryville Transportation Management Association (ETMA). ALTRANS is requesting permission to display the Emery Go-Round logo on its website in the “We’ve Helped” and/or “Trusted By” section to acknowledge this existing professional relationship.

The proposed Trademark License Agreement limits the use of the logo to ALTRANS’s website, preserves ETMA’s ownership and approval rights, and does not modify or affect the existing management services agreement between ETMA and ALTRANS. The agreement has been reviewed and approved by the ETMA’s attorney.

Proposed Motion

Approve ALTRANS TMA Inc.’s request to use the Emery Go-Round logo on the ALTRANS website (altrans.net) for the limited purpose of acknowledging ALTRANS’s management services for ETMA and the Emery Go-Round shuttle program, consistent with the proposed Trademark License Agreement.

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is made effective as of January 23, 2026, between the Emeryville Transportation Management Association of 3609 Bradshaw Road, Sacramento, California 95827 and ALTRANS TMA Inc., of 3609 Bradshaw Road, Sacramento, California 95827.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Grantor", and the party who is receiving the right to use the licensed property will be referred to as "ALTRANS".

The parties agree as follows:

GRANT OF LICENSE.

Grantor owns the Emeryville Transportation Management Association's Company, or has the right to license or grant use of it. In accordance with this Agreement, Grantor grants ALTRANS a license to use the Company Logo. This agreement has no bearing on title and ownership of the Company Logo.

This grant of license only applies to the following use:

On ALTRANS' company website, altrans.net.

All rights other than those specifically granted herein to ALTRANS are reserved to Grantor, including, without limitation, Grantor's right to continue to use the Licensed Property in any form, manner, and medium.

PAYMENT OF ROYALTY.

No royalties will be paid to Grantor or the company on whose behalf Grantor issues the right to use the trademark.

QUALITY CONTROL AND APPROVAL.

ALTRANS understands and agrees that an essential condition of this Agreement is the protection of the high reputation enjoyed by Grantor in the Licensed Property, and that, in keeping with that condition, all use of the Licensed Property shall be of high and consistent quality and subject to the approval and continuing supervision and control of Grantor.

During the Term, upon request of Grantor, ALTRANS shall submit to Grantor, a link to, or copy of each of its materials bearing the Licensed Property prior to any use thereof. Should Grantor fail to notify ALTRANS in writing of any quality control issues relating to such Materials within thirty (30) days after receipt, such materials shall be deemed approved.

MODIFICATIONS.

ALTRANS may not modify or change the Company Logo in any manner.

DEFAULTS.

If ALTRANS fails to abide by the obligations of this Agreement, Grantor shall have the option to cancel this Agreement by providing thirty (30) days written notice to ALTRANS. ALTRANS shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated.

OWNERSHIP OF LICENSED PROPERTY AND PROTECTION OF RIGHTS.

ALTRANS acknowledges and agrees that Grantor owns all rights, title, and interest in and to the Licensed Property, and ALTRANS will not challenge in any court of law or in any other manner the validity of the Licensed Property or Grantor's exclusive ownership thereof.

ALTRANS will not attempt to register the Licensed Property, alone or as part of any other service marks, trademarks, or trade names, in the United States or in any other governmental entity anywhere in the world.

Except as expressly authorized by Grantor in writing, ALTRANS shall not use the Licensed Property or any similar Licensed Property as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name, or internet domain name anywhere in the world.

All use of the Licensed Property by ALTRANS shall be incurred to the mutual benefit of ALTRANS and Grantor.

ARBITRATION.

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke arbitration after providing thirty (30) days' written notice. All costs of arbitration shall be divided equally. Any award may be enforced by a court of law.

TRANSFER OF RIGHTS.

This Agreement shall be binding on any successors of the parties. Neither party shall assign its interests without prior written consent of the other party.

TERMINATION.

This Agreement may be terminated by either party by providing thirty (30) days' written notice. This Agreement shall terminate automatically five years after the Effective Date, or on the date Grantor, or the party they represent per this use of trademark, ceases to be a client of ALTRANS.

EFFECT OF TERMINATION AND SURVIVAL OF OBLIGATIONS.

Following expiration or termination of this Agreement, all rights granted to ALTRANS hereunder shall revert to Grantor.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written regarding use of Trademark. This Agreement supersedes any prior written or oral agreements between the parties.

CONFIDENTIALITY.

Each party shall keep the specific terms of this Agreement confidential.

AMENDMENT.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of California.

SIGNATURES.

This Agreement shall be signed on behalf of ALTRANS, and on behalf of the Emeryville Transportation Management Association by Grantor.

Grantor:

By: _____ Date: _____

ALTRANS:

By: _____ Date: _____



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 26, 2026
SUBJECT: Review and Consider Management Recommendation to Discontinue Automatic Passenger Counter (APC) Pilot Program

Program Background

The Emery Go-Round Automatic Passenger Counter (APC) Pilot Program was approved in March 2024 and officially launched in June 2024. The pilot leveraged existing Iris APC sensors that were already installed on three Emery Go-Round buses, with upgraded connectivity hardware and software to enable integration with TripShot.

Many Emery Go-Round vehicles are equipped with both front and rear doors, which can make manual passenger counting by drivers challenging and inconsistent. The primary goal of the pilot was to evaluate whether the APC system could improve the accuracy of ridership data and eventually eliminate the need for drivers to manually track passenger counts.

According to Iris, the APC manufacturer, the system was expected to achieve approximately 92% accuracy when compared to driver-reported counts. For the purposes of this pilot, staff adjusted the performance target to 90% to account for potential driver error in manual counting.

Pilot Performance and Issues

Over the approximately 20 months that the APC Pilot Program has been active, the system has experienced recurring challenges. These included frequent communication failures between Iris and TripShot, resulting in inaccurate reporting, as well as hardware failures that led to periods with no data reporting at all.

In August 2025, all known hardware and system integration issues were resolved, and accurate ridership data was successfully reported from all three pilot vehicles. However, in October 2025, two of the APC devices went offline. One issue was traced to a blown fuse, while the second required replacement of cloud integration hardware, which is still pending installation.

TripShot currently does not provide preemptive notifications to administrators or drivers when APC hardware or connectivity issues occur. As a result, failures are typically not identified until ridership reports are manually reviewed, creating gaps in data collection.

Assessment

Although the system integration issues appear to have been resolved, the overall reliability of the APC system remains a concern. The hardware has proven to be fragile, and the lack of real-time alerts or driver-facing notifications means that failures can go undetected for extended periods.

If an APC device becomes inoperable, drivers have no indication that they need to resume manual passenger counting, resulting in potential data loss until the issue is identified through reporting.

Based on the system’s reliability issues, hardware fragility, and lack of proactive failure notifications, management recommends terminating the Automatic Passenger Counter Pilot Program through TripShot.

Automatic Passenger Counter Accuracy

	Buses in the Pilot		
	751	752	8699
Jun-24	0%	0%	0%
Jul-24	10%	0%	8%
Aug-24	14%	0%	14%
Sep-24	25%	0%	11%
Oct-24	57%	29%	51%
Nov-24	81%	52%	97%
Dec-24	53%	36%	92%
Jan-25	78%	57%	86%
Feb-25	4%	64%	95%
Mar-25	0%	60%	83%
Apr-25	1%	57%	75%
May-25	26%	76%	113%
Jun-25	3%	96%	93%
Jul-25	0%	99%	118%
Aug-25	93%	100%	100%
Sep-25	107%	96%	91%
Oct-25	98%	62%	45%
Nov-25	87%	0%	0%
Dec-25	98%	0%	0%
Jan-26	97%	0%	33%
Total >90%	5	4	8
Total Months	20	20	20
% Reliable	25%	20%	40%

Proposed Motion

Approve the termination of the Automative Passenger Counter Pilot Program through TripShot.



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: February 26, 2026
SUBJECT: Review and consider approval of the sub-committee's recommendation to enter into an agreement with Piccadilly to develop, conduct, and report on the 2026 On-Board and Off-Board Surveys

Summary

As part of the Ten-Year Strategic Plan adopted by the ETMA Board in January 2025, the Board identified the need to conduct both on-board and off-board surveys for the Emery Go-Round Shuttle to better understand the current performance and perception of the service.

The surveys are intended to:

- Assess how the service is perceived by the community
- Identify who uses the service and understand their experience
- Understand who does not use the service and why
- Identify strategies to increase ridership and improve overall service

The goal of this effort is to establish a baseline of current conditions and use the findings to inform other key components of the Strategic Plan, including marketing plan development, fleet planning, and potential route modifications or service enhancements.

The surveys are designed to gather input from a broad cross-section of stakeholders, including:

- Emeryville and surrounding area residents
- Individuals who work in Emeryville
- Visitors to Emeryville, including shoppers
- Current riders
- Occasional riders
- Non-riders

In May 2025, the Strategic Plan Implementation Subcommittee was formed to oversee this effort. The Subcommittee solicited proposals from qualified research firms to develop, administer, and analyze the surveys.

The committee received three proposals from:

- EMC Research
- Piccadilly
- UC Davis Institute of Transportation Studies

Vendor Selection

Each of the proposing firms brings unique strengths that would add value to this project. After careful review and discussion, the Strategic Plan Implementation Subcommittee recommends selecting Piccadilly to develop, administer, and report on the Emery Go-Round's 2026 on-board and off-board surveys.

Piccadilly is recommended based on several key factors:

- **Cost:** Their proposal was 23% lower than the next highest-ranked firm.
- **Timeline:** The project is anticipated to take approximately 5–6 months from contract execution to delivery of the final report.
- **Experience and Expertise:** The firm offers a broad range of capabilities spanning research, marketing, and public relations—an asset in both conducting the surveys and translating findings into actionable strategies.

Based on these considerations, the Subcommittee determined that Piccadilly provides the best overall value and alignment with the goals of this project.

Proposed Motion

Approve the agreement with Piccadilly to develop, administer, and report on the Emery Go-Round's 2026 on-board and off-board surveys, for a sum not to exceed \$119,750.00, unless additional services are authorized by the ETMA.



Daniel Oliver
Senior Manager
ALTRANS TMA, Inc.
3609 Bradshaw Rd. Ste H-347
Sacramento, CA 95827

UPDATED: February 23, 2026

Hello Daniel,

Armanino Advisory LLC, dba Piccadilly (“Piccadilly,” “we” or “us”), is pleased to provide the following services to Emeryville Transportation Management Association (“ETMA” or “you”) for the **Emery-Go-Round Survey Research** as described below. The services are subject to the terms and conditions of this agreement and the Terms & Conditions for Professional Services located at <https://www.piccadillyad.com/terms-conditions/>.

Emeryville Transportation Management Association (ETMA) is looking for a marketing and research partner to provide guidance in developing, conducting, analyzing and reporting surveys results for the Emery-Go-Round shuttle program. This free shuttle program in the city of Emeryville provides free “first mile/last mile” services to shoppers, workers, residents and visitors via two routes that offer 40-plus transit stops. Before the pandemic, the shuttle served more than 100,000 passengers a month, but since the pandemic, the service has regained only about half its ridership.

ETMA wishes to learn about riders’ and residents’ beliefs, attitudes and perceptions regarding Emery-Go-Round, including how the service is perceived, who uses the service, why they use the service and how they experience the service, as well as the principal reasons non-riders choose not to use the service.

This core survey project is envisioned as involving on-board and off-board surveys to better understand the issues around Emery-Go-Round.

1. ETMA would like to conduct an on-board survey of Emery-Go-Round riders. At present, only ridership numbers, including how many people get on and off at each stop and the days and hours this occurs, are available to ETMA. The purpose of this component of the study is to understand who uses the shuttle, how and why they use the service, and their perceptions, preferences and frustrations regarding the service. ETMA would also like to gather usage and demographic data.
2. The second component of the study is a resident off-board survey. Through this study, ETMA hopes to better understand who does not use the shuttle service, reasons they do not use it and if and how they could be enticed to use the service. Areas of exploration may include shuttle frequency, hours of service, alternative services (such as electric fleet and autonomous vehicles) and other aspects of shuttle services. The potential target groups for this component would be residents of Emeryville and nearby communities (e.g., South Berkeley, North and East Oakland). Essentially, the survey’s targets are anyone who may have a reason to travel in or to Emeryville.

2700 Camino Ramon, Ste. 350
San Ramon, CA 94583
Phone: 925.790.2662
piccadillyad.com



ON-BOARD AND OFF-BOARD SURVEYS

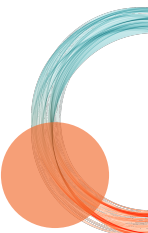
Rider Survey: On-Board Component

The Piccadilly team, through an online platform, would provide a simple, user-friendly experience for Emery-Go-Round riders to complete an online survey. The surveys will be formatted to be administered on laptops, tablets and — most importantly — mobile devices. Piccadilly has previously conducted online surveys with national and local databases. Piccadilly would work collaboratively with ETMA from the beginning of the project and develop the appropriate survey questions and survey design to achieve the study's objectives. This includes designing the instrument, encouraging rider participation and providing data tables and appropriate statistical analysis. From there, Piccadilly would deliver a clear, concise summary of key findings and overall results.

Advantages/Cautions: Online surveys are currently state-of-the-art for survey research and public opinion polling. As with all quantitative research, we recommend a robust number of surveys (a minimum of 200 and optimally 400 completed surveys) to generate more precise results. The final number achieved would, in large part, depend on the number and cooperation of Emery-Go-Round riders. As such, several strategies would be employed to encourage rider participation, including the following:

- Given the relatively short duration of Emery-Go-Round trips, Piccadilly would develop a survey of 10 or fewer minutes in length, anticipating that many/most riders would complete the survey on their cell phones during their commute/ride.
- Invitations to the survey would be extended to riders through QR codes and serialized invitation codes. Signs with graphic enhancements would be posted at stations a week in advance, letting riders know of the benefits of completing a survey. Piccadilly does not recommend including the QR code on these signs. Simply put, when incentives are involved, there is the threat of “bad players” who might use AI bots to harvest incentives. This is something Piccadilly diligently guards against, and we believe it is safer to administer the QR codes and serialized invitation codes personally.
- Two individuals would be posted at stations or on shuttles during peak times over the course of 10 days to explain the importance of the survey, encourage participation and answer any questions. These individuals would hand out the QR codes to enable access to the survey. We are budgeting for two individuals for four hours per day for 10 days for a total of 80 hours.
- An incentive of a \$10 gift card (Starbucks/Jamba/etc.) would be provided to each rider who completes a survey (with a limit of one survey per rider). The cost of these gift cards are included in the “Total Budget” for the on-board surveys. If the budget allows, we also suggest offering four “grander” prizes of \$250 gift cards, which would be awarded randomly to four riders who completed a survey (“grander” prizes are not included in the budget).

Our goal for this study would be to complete 400 surveys, resulting in a margin of sampling error of less than +/- 5%. We believe that a minimum goal of 200 completed surveys is reasonable.



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Resident Survey (Emeryville and Nearby): Off-Board Component

The Piccadilly team would design and develop a survey to be administered to Emeryville residents and residents of nearby South Berkeley and North and East Oakland to be administered via a dual mode survey methodology. Essentially, the targets of this survey are anyone who may have a reason to travel in or to Emeryville.

Piccadilly would attempt to complete as many services as possible within this limited geographical area by using a dual (online plus phone) survey strategy. We feel this will result in the strongest probability of completing 250 or more surveys with area residents. This is expected to yield a minimum of 200 surveys with residents who are not regular users of the shuttle service. Methodologically, Piccadilly, with its vendor partner, would conduct an opinion survey of residents in the listed geographical areas through an online survey and via telephone with live interviewers. Respondents will be invited through a listed sample of adult residents containing emails, cell phones and landlines. Online survey invitations will be sent through emails and texting while live interviewers will dial cell phone and landline numbers.

The survey would explore residents' awareness of the shuttle service, attitudes toward its usage and elements that might increase usage of the service. Current commuter behavior and demographics would also be collected and, wherever possible, results would be compared and contrasted with the results of shuttle users.

The Piccadilly team would develop a survey that could be administered via online or phone. In either case, it would be a simple and user-friendly experience for respondents. As with online surveys, Piccadilly has conducted many phone surveys with national and local databases. Piccadilly would work collaboratively with ETMA from the beginning of the project and develop the appropriate survey questions and survey design to achieve the study's objectives. This includes designing the instrument and providing data tables and appropriate statistical analysis. From there, Piccadilly will deliver a clear, concise summary of key findings and overall results.

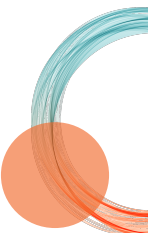
Advantages/Cautions: Phone surveys have proved more challenging over the past two-plus decades as caller screening and caller ID have become more commonplace. However, phone surveys can serve a valuable function, especially in limited population areas where an online survey alone will not gather a sufficiently large sample.

Commuting Employee Survey

ETMA has requested an addition to Piccadilly's initial proposal with the goal of ensuring the voice of employees who commute into Emeryville, via BART, will be heard. This "voice" would be comprised of:

- Commuting employees who currently use the free shuttle service, and
- Commuting employees who do not use the free shuttle services

To the extent that commuters coming into Emeryville for employment ride the free shuttle



PICCADILLY

service, their voice should be represented in Piccadilly's proposed on-board survey. Of course, we do not know their actual representation and, therefore, the number of completed surveys that will come from this contingent. However, we feel that any shortage can be supplemented by our solution to the second issue.

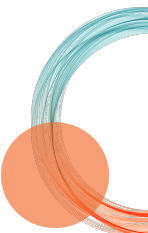
Piccadilly believes that the original proposal does not capture the voice of commuters coming into Emeryville who chose not to take the shuttle, and that this is an important voice for EMTA to consider as they plan for the future.

Our proposal to remedy this situation and to enhance the voice of commuting employees who do use the free shuttle is as follows.

Piccadilly recommends that ETMA leverages its position in the community and their ability to adjust elements of the free shuttle service in a way that will benefit commuting workers and, hence, benefit the Emeryville companies who depend on these commuting workers. We recommend that ETMA collaborates with the largest employers in Emeryville to learn the attitudes, beliefs, perceptions, and preferences of employees who could benefit from the shuttle service. Active cooperation by ETMA is essential for this component of the research to be successful. A search of the top ten employers in Emeryville resulted in the following list. (Note: ETMA would need to decide if AC Transit employees are an appropriate group to survey or not).

1. Pixar Animation Studios – 1,441 employees (film and entertainment)
2. Amyris Inc. – 595 employees (biotech and synthetic biology)
3. AC Transit – 429 employees (public transportation)
4. Clif Bar & Company – 343 employees (organic food and snacks)
5. Grocery Outlet Headquarters – 308 employees (discount retail)
6. Peet's Coffee & Tea Inc. – 270 employees (specialty coffee)
7. IKEA – 265 employees (furniture and home goods)
8. Grifols Diagnostic Solutions – 250 employees (biotech and diagnostics)
9. Oaks Card Club – 221 employees (gaming and entertainment)
10. City of Emeryville – 169 employees (municipal government)

Piccadilly believes the best way for commuting employees' voices to be heard is for ETMA to approach these companies, and others, if necessary, with a proposal allowing ETMA, though its research partner Piccadilly, to survey their employees. Piccadilly believes a convincing argument could be made that this survey would be beneficial to all concerned — ETMA for its future plans for the shuttle service; employees who would have the benefits of the enhanced shuttle services; and employers who would prosper by employees receiving the benefits of the shuttle.



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The requirement for the Emeryville companies would be minimal. They would only have to supply employees with a link to the survey, via a QR code or invitation. The Emeryville companies would also be asked to recommend to the employees that they take part in the survey, noting the possible advantages to them.

Employees would also be offered a chance to win one of four \$500 prizes drawn from the pool of all employees who complete a survey. Further, we recommend offering employers the right to review the survey to assure them that all questions would meet with their approval and that ETMA would share the results of the survey with cooperating companies. Nothing else would be required of the Emeryville employers.

Piccadilly expects that 10%+ of employees would complete a short (10 minutes or less) survey and we therefore suggest a base of about 4,000 employees to generate ~400 completed surveys. This is a very robust sample size with a margin of sampling error of less than plus-or-minus 4.9 percentage points.

As with other elements in Piccadilly's proposal, we would tabulate and analyze the data and deliver a clear, concise summary of key findings and overall results.

Total Budget for Research Recommendations

ON-BOARD* and OFF-BOARD** SURVEYS

- **Survey Recommendation:**
 - **\$95,500** (for 400 on-board and 300 off-board surveys)
 - Breakout costs are \$53,250 on-board (for 400 completed surveys); \$42,250 off-board (for 300 completed surveys)

For On-Board*

*Add \$10 per completed survey if above 400. If fewer surveys are completed, the cost will be adjusted downward to reflect the actual number of completed surveys.

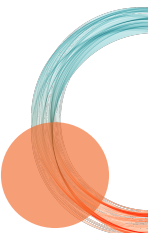
*A \$1,000 estimate has been included to cover the cost for signage to be placed in Emeryville a week before the surveys take place. If over \$1,000, the additional costs will be shared with ETMA for pre-approval.

For Off-Board**

*Final costs will be adjusted depending on the final number of completed surveys.

COMMUTING EMPLOYEE SURVEY*

- **Survey Recommendation:**
 - **\$21,000** (for ~400 completed surveys)
 - *Plus an additional budget of \$3,250 for "chance to win" sweepstakes (four prizes at \$500 each) and administration fees





Agreement Notes:

- Final costs will be adjusted depending on the final number of completed surveys with a sum not to exceed \$119,750, unless additional services are authorized by ETMA.
- The Terms & Conditions for Professional Services adjustments include:
 - In Section 2, Administrative & technology fee is not applicable to this agreement
 - In Section 2, Out-of-pocket costs and travel expenses, if needed, will be provided and pre-approved by ETMA
 - The final sentence of Section 2 is not applicable to this agreement
 - At the end of Section 3, following language applies, ‘Picadilly will provide you with notice of any request for production of documents or testimony that could result in charges being billed to you in order to allow you to object to such a request (at your own expense).’

Thank you again for letting Piccadilly be part of ETMA’s and Emery-Go-Round’s future success. Please indicate your understanding and confirmation of these components in our agreement by signing in the space provided below. The Piccadilly team is excited to continue our partnership.

Vintage Foster, CEO

Date

THIS AGREEMENT, INCLUDING THE TERMS & CONDITIONS FOR PROFESSIONAL SERVICES, IS HEREBY APPROVED AND ACCEPTED:

Emeryville Transportation Management Association

Date: _____

By: _____

Name: _____

Title: _____



Terms & Conditions for Professional Services

These Terms & Conditions for Professional Services ("Terms") form part of the agreement under which Armanino Advisory LLC dba Piccadilly ("Piccadilly," "we" or "us") will provide services to you ("Services"), as more specifically described in the document referencing these Terms ("Letter") (together with the Terms, the "Agreement"). Unless otherwise defined herein, all capitalized terms will have the meaning assigned in the Letter.

1. Services. We will perform the Services described in the Letter. Any changes to the Services will be subject to the agreement of both parties, with e-mail approval being sufficient in every instance unless otherwise stated expressly in the Letter.

2. Fees; Payments; Taxes. You will pay us the fees and expenses described in the Letter ("Fees"). Invoices will be submitted to you as the Services are performed and expenses are incurred. Invoices become delinquent if not paid within 30 days of the invoice date and will be subject to a 1% per month late charge. In addition, if you are delinquent in paying any invoice, we may immediately stop performing the Services and you will no longer be entitled to any discounted rates described in the Letter. You will also be charged for our reasonable out-of-pocket expenses and travel expenses, as well as an administrative and technology fee equal to 5%-7% of the Fees, unless otherwise stated in the Letter. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you will pay (other than taxes imposed on our income) and indemnify us for nonpayment.

3. Your Information; Confidentiality. (A) In connection with the Services, either party (in each such case, the "Recipient") may access or come into possession of the other party's (in each such case, the "Discloser") Confidential Information. "Confidential Information" means any information that is (i) marked or identified as confidential information, (ii) given the nature of the confidential information or the circumstances surrounding its disclosure reasonably should be understood to be confidential, or (iii) relates to or includes the existence or terms of the Agreement. Recipient will (1) not disclose to any third party without Discloser's consent any of Discloser's Confidential Information and (2) maintain Discloser's Confidential Information in confidence using at least the same degree of care as Recipient uses to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Section; (ii) is, at the time of disclosure by Discloser, already known to Recipient without any obligation restricting disclosure; (iii) is or was received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) is or was independently developed by Recipient without use of Discloser's Confidential Information. Recipient agrees to use commercially reasonable efforts to protect any of Discloser's Confidential Information exchanged electronically or stored in Recipient's systems. However, the parties understand that such efforts are not failsafe and, as such, agree that, provided Recipient has taken commercially reasonable efforts to protect such information, any unauthorized access to such information, or attack on the systems of Recipient or third party vendors or tools used in provision of Services, shall not constitute a breach of this Section. Recipient may share Discloser's Confidential Information: (w) with subcontractors, as applicable, that are providing services in connection with this Agreement and that have agreed to be bound by confidentiality obligations similar to those in this Section; or (x) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining to this Agreement; or (y) in any matter or dispute when Recipient needs to make disclosures to defend itself and the Services Recipient performed; or (z) on an anonymized basis in data aggregation benchmarking, tools or products for clients or prospective clients. Additionally, you authorize us to use your data, on an aggregated, de-identified basis, to create or develop, by or on behalf of Armanino, reports, studies, analyses (including statistical, data and trend analysis or benchmarking), data models or other work product (collectively, "Compiled Data"), which we shall be free to use for our business purposes, including sharing publicly or with other of our clients. Your raw data would not be available to anyone outside of our firm, and nothing in this section allows us to gain ownership of your data. (B) We keep workpapers relating to the Services for 7 years after which time they may be destroyed. We will return documents you provided relating to the Services to you upon request. If we receive a request (including a subpoena, summons or discovery demand in litigation) requesting the production of any documents or testimony relating to the Services, we will bill you for our time and expenses incurred in responding to the request, including attorneys' fees. We will promptly inform you of any such request unless legally prohibited from doing so. Charges may apply for any additional requests for us to provide copies of your records.

4. Proprietary Rights. Except as otherwise specified in the Letter, final designs and written content that have been approved and paid for become your property. All other artwork, concepts, designs, ideas, illustrations and information presented and not selected by you remains our property and is not to be released, disclosed, utilized or reproduced without our prior written permission in each instance.

5. Your Responsibilities. You are responsible for all decisions relating to the use of the output of the Services, and for determining whether the Services are appropriate for your purposes. We are not responsible for the use or implementation of the output of the Services. If you breach this Agreement in any way, we may immediately stop performing the Services until such time as the breach is cured.

6. Term; Termination. The term of this Agreement will commence on the date the Letter is fully executed by both parties and will continue until terminated by either party upon 90 days advance written notice of the termination date. In the event of a termination, you will pay us: (i) all compensation for Services performed or scheduled to be performed through the effective date of such termination, (ii) amounts of all monthly retainer fees due through the effective date of termination; (iii) all expenses and third-party costs (including termination fees, if applicable) arranged or incurred by us in the performance of Services prior to the later of the date of or our receipt of any termination notice, no matter when invoices for such expenses or third party costs are received; and (iv) the price of all bonus projects, discounts and incentives provided to you calculated per our then current price. The Terms will survive termination or expiration of this Agreement, provided that Section 3(A) shall survive for only 1 year following the expiration or termination of this Agreement.

7. No Warranties. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND PROFESSIONAL REGULATIONS, IN NO EVENT WILL WE OR OUR AFFILIATES OR CONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE: (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING BUSINESS INTERRUPTION OR LOSS OF PROFITS, CONTRACTS, OPPORTUNITIES, GOODWILL, REPUTATION, PRODUCTIVITY, FACILITIES OR EQUIPMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGE WAS FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE; OR (B) DIRECT DAMAGES IN AN AMOUNT GREATER THAN THE AMOUNT PAID TO US BY YOU IN THE TWELVE MONTHS PRIOR TO THE DATE THE CLAIM AROSE FOR THE INDIVIDUAL SERVICES THAT GAVE RISE TO THE CLAIM.

9. Indemnification. To the maximum extent permitted by applicable law and professional regulations, you will defend, indemnify and hold harmless us, and our partners, employees, contractors and agents from and against all claims by third parties (including your affiliates, employees and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) in any way arising out of, connected with, of or related to: (a) any misrepresentation of or omission from information provided by you to us relating to the Services; (b) any misappropriation, fraudulent acts, illegal acts, or any breach of this Agreement, by you, your officers, directors, employees, contractors, agents or anyone acting on your behalf; or (c) your use of the output of the Services. However, to the extent we are proven (as shown by a final judgment of a court or arbitrator) to have acted with fraud, or otherwise acted with intent to harm or damage anyone, we agree to promptly refund to you the proportional amounts you paid to defend us against such allegations. We will notify you of any claim for which we seek indemnification. You must use counsel reasonably acceptable to us for the defense or settlement of any such claim at your sole expense. We must approve the settlement of any claim.

10. Dispute Resolution. Both parties agree that, for any dispute arising under this Agreement (other than a claim for nonpayment of fees) or any claim relating to the Services, the parties will try in good faith to settle the dispute by mediation before filing a complaint or otherwise resorting to litigation. The mediation will be held in Contra Costa County, California and the costs of any mediation proceeding will be shared equally by all parties. You may not initiate any action relating to the Services more than 1 year after we provide the Services that gave rise to the claim.

11. Governing Law; Venue. This Agreement is governed by California law, excluding its conflicts of law rules. Any claims or other actions arising out of this Agreement will be litigated in the federal or state courts in Contra Costa County, California, and each of us consents to the exclusive jurisdiction of those courts.

12. Hiring our Personnel. If, during the term of the Agreement or one (1) year thereafter, you hire one of our employees or contractors who performed Services hereunder, you agree to pay us 100% of the employee's or contractor's first year salary as a placement fee. Nothing in this Section will restrict your ability to recruit generally in the media, and the placement fee will not apply to any of our employee or contractor who voluntarily applies for employment without having been initially and specifically solicited or recruited by you.

13. Third Party Tools & Service Providers. From time to time, and depending upon circumstances, we may use subcontractors or other third-party service providers, such as independent contractors, specialists or vendors, to assist us in providing the Services. Subject to any other provisions of the Agreement, we remain responsible to you for the supervision of and provision of Services by all service providers, entities, and personnel who assist us in rendering Services hereunder and for protecting the confidentiality of your information. These third parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Armanino or other Armanino-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, we may utilize third-party service providers or tools, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process your information in connection with the delivery of certain services. Armanino is committed to maintaining the confidentiality and security of your information, and accordingly, we maintain policies, procedures and safeguards to protect the confidentiality of your information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of your information, provided we may use electronic media to transmit your information and such use in itself will not constitute a breach of any confidentiality obligation. Notwithstanding anything to the contrary, you understand and agree that we have no control over third party tools and, consequently, we have no responsibility to you or any third party for any loss, disclosure or corruption of any of your Confidential Information uploaded, stored or processed by such third party tools.

You hereby consent and authorizes us to engage and disclose your information to the foregoing entities and parties for the purpose of providing the Services.

14. Corporate Transparency Act/Beneficial Ownership Reporting. Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

15. Third Party Tools. You agree that we may utilize certain third-party software tools ("Third Party Tools") to exchange information or process data in connection with the Services. You acknowledge and agree that we do not own or control the Third Party Tools and consequently we will have no liability or responsibility to you or any third party for any loss, disclosure or corruption of any of your Confidential Information uploaded, stored or processed by the Third Party Tools.

16. Independent Contractor. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right or authority to bind the other. You agree that nothing in this Agreement and in any Letter is intended to create duties to you beyond those expressly provided for in each Letter, and the parties specifically disclaim the creation of any fiduciary relationship between, or the imposition of any fiduciary duties on, either party. You agree that our partners do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to us or each other, whether arising in tort, contract or otherwise.

17. Force Majeure. Neither of us shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control, including, but not limited to: (a) acts of God, nature or the public enemy; (b) acts or omissions of any government entity; (c) fire or other casualty for which a party is not responsible; (d) quarantine pandemic, or epidemic, including but not limited to coronavirus; and, (e) strike or defensive lockout.

18. Assignment. Neither of us may assign this Agreement, or our rights or obligations under this Agreement, without the other party's written consent; provided, however, that either party may assign this Agreement without the other's consent to a successor in connection with a transition, merger, acquisition, or sale of all or substantially all of the party's assets, or transition of some of the assets.

19. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement will have full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent.

20. Electronic Signatures; Counterparts. This Agreement may be executed by facsimile, electronic transmission (e.g., .PDF), or electronic signature and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

21. APS Disclosure; Sharing Information. Armanino LLP and Armanino Advisory LLC practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Armanino LLP is a licensed CPA firm and provides audit and attest services to its clients. Armanino Advisory LLC is not a licensed CPA firm and does not provide audit or attest services. You understand that you have retained Armanino Advisory LLC for purposes of this engagement.

Services provided by Armanino LLP, if any, are governed by a separate engagement letter. To the extent you have separately engaged Armanino LLP to provide services, you hereby consent and authorize us to share with Armanino LLP information that that we may obtain from you in the course of our engagement.

22. Complete Agreement. This Agreement contains the entire agreement between us with respect to the Services and supersedes all oral understandings, representations, prior discussions and preliminary agreements. Any additional or conflicting terms submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document are expressly rejected. Any conflict between these Terms and a Letter will be resolved in favor of these Terms, unless the Letter explicitly states that it is intended to modify the Terms.

Last Modified: December 9, 2025