



# EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

## AGENDA

Board of Directors Meeting  
Bay Street Conference Room

5616 Bay Street

Emeryville, CA 94608

*December 21<sup>st</sup>, 2017 at 9:00AM*

### **Chair**

Tim Bacon,  
City Center Realty Partners

### **Vice Chair**

Geoff Sears, Wareham  
Development

### **Secretary**

Betsy Cooley,  
At-Large Residential

### **Treasurer**

Andrew Allen  
At-Large Business

### **Directors**

Nathaniel Centeno,  
Bay Street

Peter Schreiber,  
Pixar

Genevieve Hancock,  
2100 Powell

Colin Osborne  
At-Large Employer  
Member

Ron Silberman,  
At-Large Business Member

Bobby Lee,  
At-Large Residential  
Member

### 1. Closed Session

- A. Summary of Executive Director Performance Review by Ad-hoc Committee Chair
- B. Review and Discuss Proposal from Gray Bowen Scott for 2018 Executive Director and Agency Administration Services

### 2. Call to Order

### 3. Public Comment

### 4. Approval of the Minutes of the November 16<sup>th</sup>, 2017 Board of Directors Meeting (Attachment)

### 5. Executive Directors Report

- A. Holiday Traffic Mitigation Plan
- B. Status Update on Current Site Lease & Potential Short Term Site Option
- C. Status Update on Potential Bus Yard at Caltrans Site on Mandela Parkway

### 6. Business Items

- A. Review and Consider Approval of Amendment #3 to Shuttle Operations & Maintenance Agreement with MV Transportation, Inc. to extend the term of services one (1) month to January 31<sup>st</sup>, 2018 (*Attachment*)
- B. Consider Approval of the proposed scope and budget request from Gray Bowen Scott for continued Executive Director & Agency Administration Services and authorize Chair to execute Professional Services Agreement (*Attachment*)
- C. Review and Consider Approval of Amendment #1 to Professional Services Agreement with John S. Tounger, Jr. for continued Bookkeeping and Accounting Services (*Attachment*)
- D. Review and Consider Approval of Amendment #3 to Professional Services Agreement with BKF Engineers for continued Engineering Services (*Attachment*)
- E. Review and Consider Approval of Engagement Letter with Low Accountancy for Audit Services (*Attachment*)
- F. Review and Consider Approval of Transportation Agreement with the Berkeley Gateway Transportation Management Association for continued shuttle operation services for the West Berkeley and Bayer Mid-Day Shuttle (*Attachment*)

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

To download a copy of the agenda packet, please visit our website at [www.emeryqoround.com](http://www.emeryqoround.com). If you have comments or questions about this agenda, please email us at [transit-info@emeryqoround.com](mailto:transit-info@emeryqoround.com), or call the Executive Director, Gray Bowen Scott at (925) 937-0980.



## EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

7. Suggestions/Requests from Board Members
8. Confirm date of Next Meeting - January 18<sup>th</sup>, 2018
9. Adjournment

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EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

November 16<sup>th</sup>, 2017

1. Call to Order

*The meeting was called to order at 9:10am by Vice Chair, Geoff Sears*

*Directors Present: Geoff Sears, Nathaniel Centeno, Peter Schreiber, Colin Osborne, Bobby Lee, Betsy Cooley, Ron Silberman*

*Staff present: Roni Hatstrup, Mary Grinbergs, Karen Boggs (Gray-Bowen-Scott)*

*Others: Diana Keena, Amber Evans (City of Emeryville)*

*Executive Director, Roni Hatstrup requested to have item 5B, moved to the bottom of the agenda.*

2. Public Comments

*None*

3. Approval of the Minutes of the September 21st, 2017 Board of Directors Meeting

*Bobby Lee motioned for approval of the minutes. Geoff Sears seconded.*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

4. Executive Directors Report

A. BAAQMD Grant

*Roni reported that the Emeryville TMA was awarded the BAAQMD Grant in the amount of \$238,000.*

B. Status Update on Current Site Lease & Potential Short Term Site Option

*Roni informed the Board that the TMA received formal notice from LBA that our lease will terminate on April 15th, 2018. Roni recommend discontinuing the trailer swap project due to the unavailability of site space. Additionally, staff is currently working through some options for a short term site with Novartis. Roni has also approved a scope and budget for BKF to prepare site plan for Novartis lot and will engage Jeff Leehouts of Cassidy Turnley to seek office space availability.*

C. Status Update on Potential Bus Yard at Caltrans Site on Mandela Parkway

*The Mandela site is going forward, pending the Caltrans encroachment permit. Roni noted that she expected to receive the permit in the 2<sup>nd</sup> or 3<sup>rd</sup> week of December.*

E. Summary of discussion at B-PAC Committee meeting

*Roni provided a debriefing on the City B-PAC committee meeting. The discussion highlighted various priority designated corridors (including transit and bike corridors) creating a segway into the City's proposed plan for the 40th Street Bridge. Details included the removal of the buffer zone to allow for a second lane, which would be designated for transit use only during the peak period. Various comments of the committee included:*

- *A transit only lane to improve transit performance along the corridor.*

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

November 16<sup>th</sup>, 2017

- *A transit only lane be considered further down the 40th street corridor towards San Pablo.*
- *Concerns of bike/pedestrian safety if the buffer zone is removed.*

*The Board agreed to have Roni provide a letter of support for the proposed 40<sup>th</sup> Street Bridge concept.*

E. Security Issues

*Roni proposed hiring a private security firm to oversee MacArthur BART. There is increased concern over the safety of riders and drivers, due to the significant number of homeless riders and the recent incident that occurred at the bus yard and Berkeley Bowl. She proposed hiring added security to monitor the the shuttle zone at MacArthur BART.*

*The Board directed staff to solicit credible recommendations for security firms and also reach out to the Emeryville PD for further direction.*

*No action was taken.*

F. Emeryville Parking Management Workshop

*Amber Evans from the City's Community Economic Development Coordinator, presented details of the City's grant to install parking meters, residential and business permits. Flyers noting the next City meeting on parking management, were distributed.*

*Geoff suggested that uncontrolled free parking be taken off the street at commute times and requested the Board to come up with other recommendations and report back to Roni at the December Board meeting.*

*No action was taken.*

5. Business Items

A. Review and consider approval of 2018 Budget (Attachment)

*Bobby Lee motioned for approval of the 2018 Budget. Peter Schreiber seconded.*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

B. Presentation of 2017 Rider Survey Results (Power Point Presentation)

*Roni summarized the results of the EGR Rider Survey to the Board. The data revealed that the majority of riders are very satisfied with the Emery Go-Round service.*

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*No action was required.*

C. Review of Third Quarter Financial & Performance Reports (Attachment)

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

**ACTION SUMMARY MINUTES**

Meeting of the Board of Directors

November 16<sup>th</sup>, 2017

*Roni reported to the Board that the ETMA financials are trending under budget and that ridership continued to trend lower than the prior year.*

*The Board directed staff to include average route travel times on the next operations performance report.*

*No action was required.*

D. Authorize Commitment of Funding Match for GPS Emitter Project (Attachment)

*Roni presented the City's grant application for a proposed project to install new GPS emitters onto EGR buses. The application would include a funding match from the ETMA in the amount of \$10,750.*

*Geoff moved to approve the authorization, on condition that staff work with the City to ensure the technology will be fully rolled out and working in a reasonable timeline. Bobby Lee seconded*

*This item was approved by a unanimous vote.*

*AYE: 7*

*NAY: 0*

*ABSTAIN: 0*

6. Suggestions/Requests from Board Members

*The Board directed Management to write a reminder letter to the City asking what they plan to do this season for Holiday mitigation traffic. Individual Board members are also addressing their corporate traffic mitigation strategies as well.*

7. Confirm Date of Next Meeting

*The meeting date of December 21st, 2017 at 9:00AM, was confirmed.*

8. Adjournment

*The meeting was adjourned at 10:54AM.*

**AMENDMENT TO SHUTTLE OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND  
MV TRANSPORTATION, INC.**

**THIS AMENDMENT NO. 4** ("Amendment") is to the Shuttle Operations and Maintenance Agreement dated February 15<sup>th</sup>, 2013 between the Emeryville Transportation Management Association, a California non-profit corporation, ("ETMA"), and MV Transportation, Inc. ("Contractor")

**RECITALS**

WHEREAS, ETMA retained Contractor for shuttle operation and vehicle maintenance services through December 31, 2015; and

WHEREAS, ETMA approved Amendment No. 1 of the agreement to extend the term of the agreement two (2) years to December 31, 2017 and to modify Section 4, Exhibit B of the Agreement to reflect the updated Cost Forms for 2016 and 2017 services; and

WHEREAS, ETMA approved Amendment No. 2 of the agreement to modify Section 4, Exhibit B, Forms 2.1 and 2.2 to increase the Fixed and Variable Costs for the West Berkeley Shuttle to accommodate the requested increase in service by the Berkeley Gateway Transportation Management Association, including the addition of one (1) vehicle and duplication of service hours; and

WHEREAS, ETMA approved Amendment No. 3 of the agreement to increase the variable service hour rate for Emery Go-Round to thirty-five dollars and fifty-three cents (\$35.53) for 2016 services and thirty-five dollars and two cents (\$35.02) for 2017 services for the purpose of establishing a premium hourly wage increase for those drivers which have obtained their air brake certification; and

WHEREAS, ETMA now wishes to extend the term of the agreement one (1) month to January 31, 2018 for continued shuttle operations and maintenance agreement services while future contract terms are negotiated.

NOW, THEREFORE, BE IT MUTUALLY AGREED that Section 2 of the Agreement be amended to further extend the term of the agreement to January 31, 2018.

IN WITNESS WHEREOF, the ETMA approved Amendment No. 4 to the Shuttle Operations and Maintenance Agreement on the \_\_\_ day of \_\_\_\_\_ 2017.

EMERYVILLE TRANSPORTATION  
MANAGEMENT ASSOCIATION

MV, TRANSPORTATION, INC.

By: \_\_\_\_\_  
**Chair**

By: \_\_\_\_\_

**Emeryville Transportation Management Association  
Consultant Tracking Worksheet**

<b>Consultant</b>	<b>Services</b>	<b>Contract Expiration Date</b>	<b>Current Authorized Budget</b>	<b>Total Expended to Date (thru 10/31/17)</b>	<b>Remaining Balance</b>	<b>Estimated Carryover Balance</b>	<b>Notes</b>
Gray Bowen Scott	Management	12/31/2017	\$ 422,224.00	\$ 349,279.00	\$ 72,945.00	\$ -	Propose new agreement for 2018 services.
John S. Tounger	Bookkeeping/Tax Prep	12/31/2017	\$ 25,000.00	\$ 19,750.00	\$ 5,250.00	\$ 3,725.00	Propose amendment to extend term and increase compensation.
Damano Design	Website Maintenance	12/31/2018	\$ 29,000.00	\$ 15,139.90	\$ 13,860.10	\$ 13,860.10	
Low Accountancy	Audit Services	2017	\$ 6,500.00	\$ 6,000.00	\$ 500.00	\$ -	Propose new engagement letter for 2017 audit services.
BKF Engineers	Engineering Services	12/31/2017	\$ 52,336.00	\$ 6,850.27	\$ 45,485.73	\$ 44,000.00	Propose amendment to extend term only.



December 11, 2017

Tim Bacon, Chair  
Emeryville Transportation Management Association  
1300 67<sup>th</sup> Street  
Emeryville, CA 94608

Dear Mr. Bacon,

We are pleased to furnish you with our proposed scope of services and cost proposal for ETMA Agency Management services for calendar year 2018.

The scope of work and cost estimate attached, reflects our proposed work plan for next year. We expect our services to remain consistent throughout the year, except during the period of time when we are relocating the bus yard. Our primary focus for 2018 will be to secure a short term and long term bus yard and dispatch office for the Emery Go-Round operations team. Should our level of effort for the bus yard activities exceed our estimate of hours, we will provide prompt notification and issue a request for a contract amendment.

We will continue to strive towards further improving the Emery Go-Round performance and to strengthen our partnership with the City of Emeryville by improving collaboration with city staff in an effort to identify new concepts to improve mobility throughout the City and to identify potential grant opportunities for the TMA.

We thank you for allowing us the opportunity to continue providing management and administration services to the organization. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R Hatrup', is positioned above the printed name.

Veronica 'Roni' Hatrup  
Program Manager

Cc: ETMA Executive Committee

Attachments: 2018 Scope of Services  
2018 Cost Proposal



## **EXHIBIT A**

### **GRAY-BOWEN-SCOTT 2018 SCOPE OF WORK FOR EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AGENCY MANAGEMENT & ADMINISTRATION SERVICES**

Gray-Bowen-Scott will provide Agency Management & Administration services for the Emeryville Transportation Management Association (TMA), essentially providing staff for the organization. Primary staffing positions include Executive Director, Operations Administrator and Executive Assistant. A broad description of services include TMA general and financial management; administrative support for the Board of Directors; management and oversight of the operations and maintenance contractor; coordination with City of Emeryville, BART and other partnering agencies; service monitoring and change implementation, when needed; public and membership outreach; fleet management; and procurement of service and capital equipment contracts. Additionally, Gray-Bowen-Scott will manage site development activities and facilitate lease approvals for a new short term and long term bus yard.

Our proposed scope of work for 2018 services is detailed by task below. A proposed allocation of time for each task is shown on the attached staffing and cost proposal.

#### **I. TMA SERVICES**

##### **TASK 1. ASSOCIATION ADMINISTRATION, BOARD SUPPORT & FINANCIAL MANAGEMENT**

###### **❖ Association General Management**

- Ensure compliance with governing documents, including the TMA Bylaws and Administrative Policies;
- Ensure compliance with new regulations set forth in the PBID Management Plan via the Shuttle Funding Agreement with the City of Emeryville.
- Adhere to Board-established policies and procedures and safeguard the Association's assets and reputation.
- Ensure compliance with current local, state, and federal regulations and requirements.
- Maintain insurance policies and other documents required for prudent TMA operation and compliance with laws.
- Maintain filing system for TMA documents/records and consolidate documents as needed for the annual audit and other reporting needs.
- Coordination on property or lease matters.
- Respond to general information requests from TMA Members.
- Coordinate with legal counsel on claims or various matters which warrant a legal opinion, as needed.

###### **❖ Board of Directors Support**

- Prepare, disseminate, and maintain (at TMA offices) Board communications and actions: meeting notices and agendas, staff reports, official summaries/minutes, rosters, calendars, operations and financial reports, per Board policies and procedures and the Brown Act. Task includes posting appropriate material on TMA website.
- Ensure access to all TMA records by Board of Directors, Association Members, and public (as

may be required by the Brown Act).

- Provide staff support at Board and Committee meetings.
- Recruit new Board Directors as needed.
- Conduct orientation session with new Board Directors. This includes preparation of a Director Handbook which includes, but not limited to; governing documents, budgets, audited financial statements, and key service contracts.
- Inform the Board and/or appropriate Officers and/or Board committees of pertinent developments.
- Anticipate and inform the Board of emerging issues and trends; recommend actions to address the future viability of the Association and its services.
- Annually, support the Board in evaluating the performance of the Executive Director.
- In the event of emergency situation or service disruptions, keep Board informed of actions taken. When necessary, call or convene emergency meetings of the Board or Executive Committee to authorize responsive action.
- Prepare for and facilitate the election of one (1) Employer Directors at the Annual Membership Meeting.

❖ **Financial Management**

- Prepare annual budget for Board approval including cost assumptions and analysis of trends.
- Negotiate and recommend to the Board for approval, all contracts, equipment leases, service agreements and consulting agreements in accordance with the organizations Administrative Policies.
- Coordinate and monitor the annual PBID assessment levy process with City and consultants; liaison with the City regarding PBID fund balance held by City.
- Prepare, in conjunction with accountant, periodic financial reports and statements for the Board, per established policies, procedures and calendars.
- Review of all invoices from vendors and contractors to ensure charges are in compliance with the service agreement and/or quote.
- Monitor cost trends to ensure compliance with the TMA approved budget.
- Ensure filing of annual tax returns and annual audit with appropriate recipients.
- Deposit all funds received per approved investment policy.
- Execute Participation Agreements with new contributors, per their conditions of approval with the City of Emeryville.

**TASK 2. OPERATIONS & FLEET MAINTENANCE, MANAGEMENT & OVERSIGHT**

❖ **Emery Go-Round**

- Oversee the performance of operations and fleet maintenance contractor to ensure that the work is done in accordance with the terms and conditions set forth in the shuttle operations and maintenance agreement;
- As necessary, review cost effectiveness of the Emery Go-Round Shuttle service.
- Modify weekly and monthly operations performance reporting templates, as needed.
- Monitor contractor performance against service standards and goals adopted by the Board.
- Oversee the condition, cost and availability of the fleet through management of the fleet acquisition plan.
- Make recommendations to the Board of Directors regarding the replacement and composition of vehicle fleet. Prepare cost/benefit analysis to evaluate the best strategy for procuring the vehicles (lease, buy, finance). As needed, solicit proposals for vehicle

- purchases and/or leases and prepare newly acquired buses for service.
- Track, monitor and follow up on complaints, accidents and incidents, as necessary.
- Oversee facilities management and security.
- Analyze and review maintenance procedures, conformity of work and determine maintenance efficiencies.
- Conduct quarterly analyses of route performance, cost efficiencies, on-time performance, and other service performance indicators on an ongoing basis.
- Prepare quarterly ridership reports for Board review.
- Prepare rider notifications for vehicle and web posting, as needed.
- Prepare for and attend bi-annual shuttle operation workshops.

**TASK 3. REAL-TIME TRACKING & GOOGLE TRANSIT FEED MANAGEMENT**

- Coordinate as needed with Syncromatics to ensure GPS tracking equipment and system reporting is properly functioning.
- Coordinate with Trillium to ensure EGR routes and schedules are accurately reflected on Google Maps.
- Update Google Transit Feed Specifications, as needed.
- Coordination update to Syncromatics data feed, as needed.

**TASK 4. PUBLIC & MEMBERSHIP OUTREACH**

- Develop and facilitate distribution and collection of a 2018 Rider Survey to determine rider satisfaction, particularly with any service changes.
- Communicate with members to monitor their opinion of Emery Go-Round service and address concerns as needed.
- Participate in up to three community and/or employer based outreach events.
- Manage the update of the website, written material, brochures, and other public information documents and web information at least annually to ensure that it is user friendly and promotes the mission of the TMA.
- Respond to questions or complaints per protocols established by the Board.
- Foster and maintain a positive, highly visible public image for the TMA.
- Develop and manage the distribution of the Annual Report.

**TASK 5. LIAISON TO PUBLIC AGENCIES & TRANSIT ORGANIZATIONS**

- As needed, represent TMA at regional transportation/transit meetings (MTC, AC Transit, BART) and local government agency meetings.
- Coordination with BART to continue improvements with access and security at MacArthur BART.
- Partner and collaborate with the City of Emeryville on new TDM initiatives or infrastructure improvements to enhance shuttle access throughout the City.
- Attend City Council meetings, as needed.

**TASK 6. SPECIAL PROJECTS**

❖ **Emery Go-Round Bus Yard – Site Development and Relocation Activities**

**LONG TERM SITE**

- Oversight of site engineering consultant activities throughout the site development process.

- Coordination with Caltrans and the City of Oakland throughout the site development & design process.
- Complete Caltrans long-term lease application for CTC consideration.
- Participate in West Oakland community outreach activities, in partnership with City of Oakland staff.
- Oversight of the CUP application process with engineering consultant and City of Oakland.

#### **SHORT TERM SITE**

- Facilitate the lease approval process for both a bus parking site and office space for the shuttle operations management team.
- Manage all facility relocation efforts in partnership with the Shuttle Operator.
- Manage any facility improvements (parking lot restriping, automatic gate installation, storage shed installation, etc.).

#### ❖ **Research of New Technologies**

- Continue research of options for improved technology to enhance rider experience and increase awareness of the Emery Go-Round service.
- Evaluate options for improved passenger counting technologies.

## **II. REIMBURSABLE SERVICES**

Services provided under the “reimbursable services” category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to ETMA core service tasks shown above.

### **TASK R1. 8 TO GO PARATRANSIT SHUTTLE SERVICE (CITY OF EMERYVILLE)**

- Operations oversight.
- Coordination with the City on various operational matters.
- Contract Management - facilitate renewals and/or modifications to the Paratransit Funding Agreement as needed.
- Preparation of supporting documentation for reimbursement requests.

### **TASK R2. WEST BERKELEY SHUTTLE (BERKELEY GATEWAY TMA)**

- Operations oversight.
- Coordination with BGTMA on operational matters.
- Contract Management – facilitate renewals and modifications to the Transportation Agreement, as needed.
- Planning for service expansion and/or possible TDM enhancements (ETMA bills to BGTMA in addition to daily rate.)

**EXHIBIT B**  
**GRAY-BOWEN-SCOTT**  
**COST PROPOSAL FOR**  
**EMERYVILLE TMA**  
*Services from January 1, 2018 through*  
*December 31, 2018*

		GRAY-BOWEN					
		Name	Roni Hattrup	Karen Boggs	Mary Grinbergs	Total Hours GBS	Total Cost Per Task
Task #		Job Title	Executive Director	Operations Administrator	Executive Assistant		Assumptions
		Rate	\$205	\$160	\$86		
<b>TMA SERVICES</b>							
1	Association Administration, Board Support & Finance Management	312	24	590	926	\$ 118,540	18 hours per week split primarily between Roni & Mary.
2	Operations & Fleet Maintenance Oversight	280	630	80	990	\$ 165,080	20 hours per week split between Roni, Karen & Mary.
3	Real Time Tracking & Google Maps Systems Management	50	180	20	250	\$ 40,770	Allowance of hours based on scope of work.
4	Public & Membership Outreach	40	20	45	105	\$ 15,270	Allowance of hours based on scope of work.
5	Liaison to Public Agencies & Transit Organizations	70	36	0	106	\$ 20,110	Allowance of hours based on scope of work.
6	Special Projects	220	60	90	370	\$ 62,440	Allowance of hours based on scope of work.
	Expenses					\$ 390	
	<b>Total Estimate for TMA Services</b>	<b>972</b>	<b>950</b>	<b>825</b>	<b>2747</b>	<b>\$ 422,600</b>	

REIMBURSABLE SERVICES <sup>4</sup>							Assumptions
R1	8 to Go Paratransit Shuttle (City of Emeryville/ACTC) <sup>6</sup>	16	14	30	60	\$ 8,100	5 hrs/ month for operations oversight & preparation of monthly reimbursement requests.
R2	West Berkeley Shuttle & Bayer Mid-Day Shuttle (BGTMA) <sup>5</sup>	20	36	40	96	\$ 13,300	8 hrs/month for operations oversight & research of service enhancements.
	<b>Total Estimate for Reimbursable Services</b>	<b>36</b>	<b>50</b>	<b>70</b>	<b>156</b>	<b>\$ 21,400</b>	

**Grand Total:**                      **1,008      1,000      895      2903      \$    444,000**

**Notes:**

- Actual charges will be billed on a time and materials bases for services performed.
- Hours may be shifted amongst other GBS staff members as appropriate, to provide the most efficient level of service.
- Task budgets defined under the TMA Services category are transferrable to other tasks within the TMA Services category.
- Services provided under the "reimbursable services" category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to TMA service tasks defined above.
- West Berkeley Shuttle services are reimbursed to the TMA at a daily rate for operations oversight. Efforts involving planning of future service will be reimbursed to the TMA on a time and material basis.
- Time and materials for 8 to Go services are reimbursed by the City on a monthly basis. All management time incurred by Gray Bowen Scott is tracked seperately and are fully reimbursed by the City.

## **EXHIBIT A**

### **GRAY-BOWEN-SCOTT ~~2017~~2018 SCOPE OF WORK FOR EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AGENCY MANAGEMENT & ADMINISTRATION SERVICES**

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Our proposed scope of work for ~~2017~~2018 services is detailed by task below. A proposed allocation of time for each task is shown on the attached staffing and cost proposal.

#### **I. TMA SERVICES**

##### **TASK 1. ASSOCIATION ADMINISTRATION, BOARD SUPPORT & FINANCIAL MANAGEMENT**

###### **❖ Association General Management**

- Ensure compliance with governing documents, including the TMA Bylaws and Administrative Policies;
- Ensure compliance with new regulations set forth in the PBID Management Plan via the Shuttle Funding Agreement with the City of Emeryville.
- Adhere to Board-established policies and procedures and safeguard the Association's assets and reputation.
- Ensure compliance with current local, state, and federal regulations and requirements.
- Maintain insurance policies and other documents required for prudent TMA operation and compliance with laws.
- Maintain filing system for TMA documents/records and consolidate documents as needed for the annual audit and other reporting needs.
- Coordination on property or lease matters.
- Respond to general information requests from TMA Members.
- Coordinate with legal counsel on claims or various matters which warrant a legal opinion, as needed.

###### **❖ Board of Directors Support**

- Prepare, disseminate, and maintain (at TMA offices) Board communications and actions: meeting notices and agendas, staff reports, official summaries/minutes, rosters, calendars, operations and financial reports, per Board policies and procedures and the Brown Act. Task includes posting appropriate material on TMA website.
- Ensure access to all TMA records by Board of Directors, Association Members, and public (as

may be required by the Brown Act).

- Provide staff support at Board and Committee meetings.
- Recruit new Board Directors as needed.
- Conduct orientation session with new Board Directors. This includes preparation of a Director Handbook which includes, but not limited to; governing documents, budgets, audited financial statements, and key service contracts.
- Inform the Board and/or appropriate Officers and/or Board committees of pertinent developments.
- Anticipate and inform the Board of emerging issues and trends; recommend actions to address the future viability of the Association and its services.
- Annually, support the Board in evaluating the performance of the Executive Director.
- In the event of emergency situation or service disruptions, keep Board informed of actions taken. When necessary, call or convene emergency meetings of the Board or Executive Committee to authorize responsive action.
- Prepare for and facilitate the election of one (1) Employer Directors at the Annual Membership Meeting.

❖ **Financial Management**

- Prepare annual budget for Board approval including cost assumptions and analysis of trends.
- Negotiate and recommend to the Board for approval, all contracts, equipment leases, service agreements and consulting agreements in accordance with the organizations Administrative Policies.
- Coordinate and monitor the annual PBID assessment levy process with City and consultants; liaison with the City regarding PBID fund balance held by City.
- Prepare, in conjunction with accountant, periodic financial reports and statements for the Board, per established policies, procedures and calendars.
- Review of all invoices from vendors and contractors to ensure charges are in compliance with the service agreement and/or quote.
- Monitor cost trends to ensure compliance with the TMA approved budget.
- Ensure filing of annual tax returns and annual audit with appropriate recipients.
- Deposit all funds received per approved investment policy.
- Execute Participation Agreements with new contributors, per their conditions of approval with the City of Emeryville.

**TASK 2. OPERATIONS & FLEET MAINTENANCE, MANAGEMENT & OVERSIGHT**

❖ **Emery Go-Round**

- Oversee the performance of operations and fleet maintenance contractor to ensure that the work is done in accordance with the terms and conditions set forth in the shuttle operations and maintenance agreement;
- As necessary, review cost effectiveness of the Emery Go-Round Shuttle service.
- Modify weekly and monthly operations performance reporting templates, as needed.
- Monitor contractor performance against service standards and goals adopted by the Board.
- Oversee the condition, cost and availability of the fleet through management of the fleet acquisition plan.
- Make recommendations to the Board of Directors regarding the replacement and composition of vehicle fleet. Prepare cost/benefit analysis to evaluate the best strategy for

procuring the vehicles (lease, buy, finance). As needed, solicit proposals for vehicle purchases and/or leases and prepare newly acquired buses for service.

- Track, monitor and follow up on complaints, accidents and incidents, as necessary.
- Oversee facilities management and security.
- Analyze and review maintenance procedures, conformity of work and determine maintenance efficiencies.
- Conduct quarterly analyses of route performance, cost efficiencies, on-time performance, and other service performance indicators on an ongoing basis.
- Prepare quarterly ridership reports for Board review.
- Prepare rider notifications for vehicle and web posting, as needed.
- Prepare for and attend bi-annual shuttle operation workshops.

**TASK 3. REAL-TIME TRACKING & GOOGLE TRANSIT FEED MANAGEMENT**

- Coordinate as needed with Syncromatics to ensure GPS tracking equipment and system reporting is properly functioning.
- Coordinate with Trillium to ensure EGR routes and schedules are accurately reflected on Google Maps.
- Update Google Transit Feed Specifications, as needed.
- Coordination update to Syncromatics data feed, as needed.

**TASK 4. ~~PLANNING & NEEDS ASSESSMENT~~ PUBLIC & MEMBERSHIP OUTREACH**

- ~~Identify service enhancements to improve shuttle accessibility.~~
- ~~Evaluate partnerships with vendors and suppliers to explore new technology, funding opportunities and other ways to continue/improve delivery of services.~~
- ~~Liaison with City and others to address roadway, sidewalk and other infrastructure issues for the delivery of high quality transit service.~~

**TASK 5. ~~PUBLIC & MEMBERSHIP OUTREACH~~**

- Develop and facilitate distribution and collection of a 2017-2018 Rider Survey to determine rider satisfaction, particularly with any service changes.
- Communicate with members to monitor their opinion of Emery Go-Round service and address concerns as needed.
- Participate in up to three community and/or employer based outreach events.
- Manage the update of the website, written material, brochures, and other public information documents and web information at least annually to ensure that it is user friendly and promotes the mission of the TMA.
- Respond to questions or complaints per protocols established by the Board.
- Foster and maintain a positive, highly visible public image for the TMA.
- Develop and manage the distribution of the Annual Report.

**TASK 6. LIAISON TO PUBLIC AGENCIES & TRANSIT ORGANIZATIONS**

- As needed, represent TMA at regional transportation/transit meetings (MTC, AC Transit, BART) and local government agency meetings.
- Coordination with BART to continue improvements with access to and security at MacArthur BART.

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- Partner and collaborate with the City of Emeryville on new TDM initiatives or infrastructure improvements to enhance shuttle access throughout the City.
- Attend City Council meetings, as needed.

#### **TASK 76. SPECIAL PROJECTS**

##### ❖ **Emery Go-Round ~~Signage Project – Phase 2~~ Bus Yard – Site Development and Relocation**

###### **Activities**

###### **LONG TERM SITE**

- Oversight of ~~signage contractor for manufacturing and installation of new Emery Go-Round wayfinding signage at the MacArthur BART Station and site engineering consultant activities~~ throughout the City, including site development process.
  - i. ~~Development of wayfinding sign content & layout.~~
  - ii. ~~Oversight of sign design.~~
- Coordination with Caltrans and the City of Oakland throughout the site development & design process.
- Complete Caltrans long-term lease application for CTC consideration.
- Participate in West Oakland community outreach activities, in partnership with City of Emeryville/Oakland staff.
- Oversight of the CUP application process with engineering consultant and TMA Members to identify locations City of Oakland.

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###### **SHORT TERM SITE**

- iii. • ~~Facilitate the lease approval process for wayfinding signage (BART station, both a bus shelters, retail centers, etc.)~~ parking site and office space for the shuttle operations management team.
- ~~Ensure proper permitting is obtained for signage~~ Manage all facility relocation efforts in partnership with the Shuttle Operator.
  - iv. ~~Manage any facility improvements (parking lot restriping, automatic gate installation.~~
  - v. • ~~Development of scope of work for sign manufacturing &, storage shed installation, etc.).~~
  - vi. ~~Contract oversight.~~

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##### ❖ **Research of New Technologies**

- Continue research of options for improved technology to enhance rider experience and increase awareness of the Emery Go-Round service.
- Evaluate options for improved passenger counting technologies.

#### **II. REIMBURSABLE SERVICES**

Services provided under the “reimbursable services” category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to ETMA core service tasks shown above.

##### **TASK R1. 8 TO GO PARATRANSIT SHUTTLE SERVICE (CITY OF EMERYVILLE)**

- Operations oversight.
- Coordination with the City on various operational matters.

- Contract Management - facilitate renewals and/or modifications to the Paratransit Funding Agreement as needed.
- Preparation of supporting documentation for reimbursement requests.

**TASK R2. WEST BERKELEY SHUTTLE (BERKELEY GATEWAY TMA)**

- Operations oversight.
- Coordination with BGTMA on operational matters.
- Contract Management – facilitate renewals and modifications to the Transportation Agreement, as needed.
- Planning for service expansion and/or possible TDM enhancements (ETMA bills to BGTMA in addition to daily rate.)

2018							2017					
<b>EXHIBIT B</b> <b>GRAY-BOWEN-SCOTT</b> <b>COST PROPOSAL FOR</b> <b>EMERYVILLE TMA</b> <b>2017 &amp; 2018 COST COMPARISON</b>							Roni Hattrup	Karen Boggs	Mary Grinbergs	Total Hours GBS	Total Cost Per Task	Variance
							Executive Director	Operations Administrator	Executive Assistant			
Task #		\$205	\$160	\$86			\$195	\$155	\$83			
<b>TMA SERVICES</b>												
1	Association Administration, Board Support & Finance Management	312	24	590	926	\$ 118,540	300	98	400	798	\$ 106,890	\$ 11,650
2	Operations & Fleet Maintenance Oversight	280	630	80	990	\$ 165,080	280	390	150	820	\$ 127,500	\$ 37,580
3	Real Time Tracking & Google Maps Systems Management	50	180	20	250	\$ 40,770	80	160	40	280	\$ 43,720	\$ (2,950)
	Planning & Needs Assessment	0	0	0	0	\$ -	20	20	20	60	\$ 8,660	\$ (8,660)
4	Public & Membership Outreach	40	20	45	105	\$ 15,270	100	85	100	285	\$ 40,975	\$ (25,705)
5	Liaison to Public Agencies & Transit Organizations	70	36	0	106	\$ 20,110	120	70	40	230	\$ 37,570	\$ (17,460)
6	Special Projects	220	60	90	370	\$ 62,440	80	80	70	230	\$ 33,810	\$ 28,630
	Expenses					\$ 390					\$ 875	\$ (485)
		972	950	825	2747	\$ 422,600	980	903	820	2703	\$ 400,000	\$ 22,600
<b>REIMBURSABLE SERVICES <sup>4</sup></b>												
R1	8 to Go Paratransit Shuttle (City of Emeryville/ACTC) <sup>6</sup>	16	14	30	60	\$ 8,100	12	22	14	48	\$ 6,912	\$ 1,188
R2	West Berkeley Shuttle & Bayer Mid-Day Shuttle (BGTMA) <sup>5</sup>	20	36	40	96	\$ 13,300	27	60	9	96	\$ 15,312	\$ (2,012)
		36	50	70	156	\$ 21,400	39	82	23	144	\$ 22,224	\$ (824)
	<b>Grand Total:</b>	<b>1,008</b>	<b>1,000</b>	<b>895</b>	<b>2903</b>	<b>\$ 444,000</b>	<b>1,019</b>	<b>985</b>	<b>843</b>	<b>2847</b>	<b>\$ 422,224</b>	<b>\$ 21,776</b>

**Notes:**

- Actual charges will be billed on a time and materials bases for services performed.
- Hours may be shifted amongst other GBS staff members as appropriate, to provide the most efficient level of service.
- Task budgets defined under the TMA Services category are transferrable to other tasks within the TMA Services category.
- Services provided under the "reimbursable services" category are cost to be funded by others; not the ETMA. Budget assigned to these services are segregated by service and will not be merged or reassigned to TMA service tasks defined above.
- West Berkeley Shuttle services are reimbursed to the TMA at a daily rate for operations oversight. Efforts involving planning of future service will be reimbursed to the TMA on a time and material basis.
- Time and materials for 8 to Go services are reimbursed by the City on a monthly basis. All management time incurred by Gray Bowen Scott is tracked separately and are fully reimbursed by the City.

**AMENDMENT TO AGREEMENT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND JOHN TOUNGER, CPA**

**THIS AMENDMENT NO. 1** to agreement dated December 15<sup>th</sup>, 2016 between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and John S. Tounger, Jr., CPA, herein called the "Consultant."

**RECITALS**

WHEREAS, Association retained Consultant to provide accounting and bookkeeping services for the Associations transportation service; and

WHEREAS, Association wishes to extend the term of services to December 31, 2018 and increase the compensation limit by \$25,000 for continued accounting and bookkeeping services at the rates defined in Exhibit A, "Engagement Letter, dated December 6<sup>th</sup>, 2017".

NOW, THEREFORE, BE IT MUTUALLY AGREED, that Section 2 of the agreement be amended to extend the term of services to December 31<sup>st</sup>, 2018 and Section 3a of the agreement be amended to increase compensation by \$25,000, for a total not to exceed amount of \$50,000.

IN WITNESS WHEREOF, the Association and Consultant have executed Amendment No. 1 to this Agreement on the \_\_\_\_ of \_\_\_\_\_, 2017.

EMERYVILLE TRANSPORTATION  
MANAGEMENT ASSOCIATION

CONSULTANT

By: \_\_\_\_\_  
**Chair**

By: \_\_\_\_\_

## OFFICE OF JOHN S. TOUNGER, CPA

TAX, ACCOUNTANCY AND BUSINESS CONSULTING SERVICES

6 December 2017

Emeryville Transportation Management Association

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide. Please sign and return to me.

**Bookkeeping, consulting services, Tax preparation**

I will provide bookkeeper and accounting services in order to prepare internal financial statements and other reports as requested. I will discuss these statements with you and any key personnel as requested.

I will prepare the trial balance and any other financial information to the outside Certified Public Account for their preparation of the Audited Financial Statements.

I will prepare checks (but not sign) and manage the on line banking payments in accordance with the internal controls of check and wire payment approval system that is in place. Currently the procedure is obtaining written or e-mail approval from Roni Hattrup.

My engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, that may exist. However, I will inform you of any such matters that come to my attention.

**Tax returns and tax advice**

I will prepare the Federal and State non-profit tax returns. Your data will not be audited or otherwise verified, although I may ask you to clarify some of it or have you furnish me with additional data.

Your returns are subject to review by taxing authorities. In the event of an examination or other contact, I am available to represent you at an additional charge at my normal billing rate.

I am responsible for preparing the tax returns. I am not responsible for the disallowance of deductions due to inadequately supported documentation, nor for resulting taxes, penalties and interest. If taxes, penalties and interest are charged for a preparation error I will only be responsible for the penalties, to a maximum of my preparation fee charged for that year's returns.

My professional judgment will be used in preparing the tax returns. Whenever I am aware that possible applicable tax law is unclear, or, that there are conflicting interpretations of the law by the courts and tax agencies, I will explain the possible positions which may be taken on your returns. I will follow whatever position you request, so long as it is consistent with the codes, regulations and interpretations, which have been promulgated. If the taxing authorities should later contest the position taken, there may be an assessment of additional taxes, interest and penalties. I assume no liability for any such assessment.

By your signature below, you agree that you have the proper records to substantiate all items of income and deductions, including travel and entertainment expenses, and that you will carefully examine and approve your completed tax returns before signing and submitting them to the tax authorities.

My fees for these services typically are based on the actual time spent at my standard hourly rate for the type of service being provided, plus out-of-pocket costs. For the bookkeeping, monthly reports, on line banking access with cash management and communication with vendors I will agree to a flat monthly rate of \$1,650. Meetings with the Board and other consultants will be charged at \$200 per hour max 10 hours annual or \$2,000. The tax return preparation fee is estimated at \$3,550. Annual service contract not to exceed is \$25,000 for my services.

My services can be terminated with a 30-day notice.

Very truly yours,



585 Mandana Blvd. Suite 10  
Oakland, California 94610  
telephone: 510.893.0950  
facsimile: 510.893.0954  
email: john@tounger.com  
jessica@tounger.com

Response:

This letter correctly sets forth the Understanding  
of our engagement

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**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND BKF ENGINEERS**

**THIS AMENDMENT NO. 3** to agreement dated July 19, 2017 between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and BKF Engineers, a California Corporation, herein called the "Consultant."

**RECITALS**

WHEREAS, Association retained Consultant to provide preliminary engineering services to conduct a feasibility analysis on accessibility to a potential bus yard site from Mandela Parkway for an amount not to exceed \$5,000; and

WHEREAS, Association amended the agreement to increase the budget by \$38,436 and expand the scope of work to include surveying, conceptual site design and landscaping design services for a potential bus yard on Mandela Parkway in the City of Oakland; and

WHEREAS, Association amend the agreement further to increase the budget by \$8,900 and expand the scope of work to include a circulation study and conceptual site design for a potential short term parking lease on Horton Street in the City of Emeryville; and

WHEREAS, Association now wishes to extend the term of services one (1) year to December 31, 2018 for continued engineering services related to site development activities for the short term and long term bus yard.

NOW, THEREFORE, BE IT MUTUALLY AGREED that Section 2 of the agreement be amended to extend the term ending date to December 31<sup>st</sup>, 2018.

IN WITNESS WHEREOF, the Association approved Amendment No. 3 to this Agreement on the \_\_\_\_ of \_\_\_\_\_, 2017.

EMERYVILLE TRANSPORTATION  
MANAGEMENT ASSOCIATION

CONSULTANT

By: \_\_\_\_\_  
**Chair**

By: \_\_\_\_\_

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND BKF ENGINEERS**

*Low*  
*Accountancy*  
*David M. Low, CPA*

December 5, 2017

To the Board of Directors  
Emeryville Transportation Management Association  
C/O Roni Hattrup, Director of Finance and Operations  
Gray-Bowen-Scott  
1676 N. California Blvd., Suite 400  
Walnut Creek, CA 94596

I am pleased to confirm our understanding of the services I am able to provide to the Emeryville Transportation Management Association for the year ended December 31, 2017. I will audit the financial statements of Emeryville Transportation Management, which comprise the statement of financial position as of December 31, 2017, the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

The objective of my audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such an opinion. I will issue a written report upon completion of our audit of Emeryville Transportation Management Association's financial statements. My report will be addressed to the Board of Directors of Emeryville Transportation Management Association. If my opinion is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed an opinion, I may decline to express an opinion or withdraw from this engagement.

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

*236 Latera Court, San Ramon, CA 94582-4680*  
*(925) 828-7203 (925) 828-7204 Fax*  
*davelow54@sbcglobal.net*



Board of Directors  
Emeryville Transportation Management Association  
C/O Roni Hatstrup, Director of Finance and Operations  
Page 2

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I 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 inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

You are responsible for designing, implementing, and maintaining internal controls, 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 U.S. general accepted accounting principles. You are also responsible for making all financial records and related information available to us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (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 evidence.

Board of Directors  
Emeryville Transportation Management Association  
C/O Roni Hatstrup, Director of Finance and Operations  
Page 3

Your 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.

You are also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me 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. Your responsibilities include informing us of your 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, you are responsible for identifying and ensuring the Organization complies with applicable laws and regulations.

You agree to assume all management responsibilities for financial statement preparation services, and any other non-attest 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.

It is my understanding that Organization personnel will provide me with assistance in locating invoices, contracts, statements and other supporting documents. Further, my fee is based on the premise that the records and accounts of the Organization will be current and complete at the time the audit begins.

I will provide a draft copy of our reports and a copy of the management letter, if applicable, to you as soon as possible.

My fees for these services will be based on the actual time spent at my standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Based on my preliminary estimate, the fee should not exceed \$6,500 for the year ended December 31, 2017.

If the time required to complete the work produces a fee that is less than the maximum fee set out above, then I will pass that savings on to the Association. If at any time during the engagement any extraordinary matters come to my attention and an extension of my service is required then I reserve the right to increase my fee, but only after consultation with and authorization from the appropriate officials.

Board of Directors  
Emeryville Transportation Management Association  
C/O Roni Hatstrup, Director of Finance and Operations  
Page 4

I appreciate the opportunity to be of service to the Emeryville Transportation Management Association and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to me.

Sincerely,  
Low Accountancy

*David M. Low*

David M. Low, CPA

RESPONSE:

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# **TRANSPORTATION AGREEMENT**

Emeryville Transportation Management Association, a California non-profit public benefit corporation (“TMA”) hereby enters into a formal Transportation Agreement (“Agreement”) with the Berkeley Gateway Transportation Management Association, a California non-profit public benefit corporation (“BGTMA”), to operate a shuttle service in West Berkeley, California (collectively, the “Services”).

## **1. Term/Termination:**

The term of this Agreement shall be for two years, effective beginning January 1, 2018 through December 31, 2019.

BGTMA may terminate this Agreement without cause by giving not less than 30 days’ prior written notice to the other party. BGTMA shall also have the right to suspend this Agreement immediately upon notice given to TMA if, in the reasonable opinion of BGTMA, the property of BGTMA’s members or the safety of its passengers or the general public has or may be threatened, or if any administrative or judicial body has suspended or revoked any license required for TMA or its contractor to provide the Services under this Agreement.

In the event of any suspension or termination of this Agreement, TMA shall immediately cease incurring any additional costs in connection with this Agreement. In such event, BGTMA’s sole obligation to TMA shall be limited to payment of fees for services already rendered by TMA up to the effective date of termination or suspension. TMA shall have the right to terminate this Agreement, without cause, by giving BGTMA 120 days’ notice.

## **2. Service:**

TMA, through its own forces or by means of the third-party contractor, will provide the following shuttle services, which are described in Exhibit A, attached:

### West Berkeley Shuttle

The West Berkeley Shuttle shall operate continuous loops using two shuttle vehicles from the Ashby BART Station to Dwight Way. The shuttle stops and schedule are shown on Exhibit A, attached.

### Bayer Mid-Day Shuttle.

The Bayer Mid-Day Shuttle shall operate continuous loops using one shuttle vehicle from Dwight Way to 59<sup>th</sup> Street in Emeryville. The shuttle stops and schedule are shown on Exhibit A, attached.

The Services will operate Monday through Friday, with exception of the following holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Post-Thanksgiving Friday
- Christmas Day

The shuttle vehicle will be minimum 28 passengers, ADA compliant and include a bike rack.

### **3. Fees and Expenses:**

During the term of this Agreement, TMA will provide shuttle service at daily minimum rate of \$1,350.00 for West Berkeley Shuttle and \$220.00 for the Bayer Mid-Day Shuttle. Any increase in the hours of shuttle service provided per day will result in a corresponding increase in the daily rate charged by \$90.00 per hour. Although the above-stated costs shall apply throughout the term of this Agreement, in the event that the operator of TMA's service increases the hourly rates it charges for both the TMA's own

operations and its provision of service under this Agreement, the rates stated above shall increase by the same percentage as the rate the TMA is charged by its operator.

All payments due to TMA hereunder are to be paid in U.S. dollars. BGTMA shall remit payment within thirty days of receipt of the invoice for services rendered. No payment, partial or final, by BGTMA shall: (i) be evidence of performance in whole or in part by TMA, or (ii) be regarded as acceptance of defective Services or relieve TMA from liability under this Agreement, or (iii) constitute a waiver of any claims arising from unsettled liens, faulty or defective Services.

#### **4. Insurance**

A. If TMA provides the services by means of the third-party contractor, TMA shall ensure that its contractor shall procure and maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. TMA's contractor(s) shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of California. TMA's contractor(s) shall also procure and maintain Employer's Liability Insurance coverage for a minimum liability of \$2 million covering its employees engaged in the Services. TMA shall insure the procurement and maintenance of such insurance by all contractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall require their contractor(s) to procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
  - (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$10 million each occurrence or claim and a general aggregate limit of at least \$10 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.

- (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$10 million each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

B. In the event TMA operates the Services directly (without utilizing a contractor) it shall provide insurance equivalent to that stated above. During any period in which TMA utilizes a contractor to operate the Services it shall maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. If it has any employees, TMA shall procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum liability of \$1 Million Dollars covering TMA's employees engaged in the work. TMA shall insure the procurement and maintenance of such insurance by all subcontractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
  - (a) Commercial General Liability insurance providing bodily injury and property damage coverage (with a combined single limit) of at least \$1 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.
  - (b) If the TMA owns or operates any vehicles, it shall maintain Automobile Liability insurance providing bodily injury and property

damage with a combined single limit of at least \$1 million each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

C. Prior to commencing the Services, TMA shall file a Certificate(s) of Insurance with BGTMA evidencing the required coverages and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said Certificate(s) shall stipulate:

- (1) The insurance company(ies) issuing such policy(ies) shall give written notice to the BGTMA of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation or modification.
- (2) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which the TMA (or contractor) is liable up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the BGTMA.
- (3) The policy shall also stipulate: Inclusion of the BGTMA shall not in any way affect the rights of such additional insureds with respects to any claim, demand, suit or judgment made, brought or recovered against the TMA, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. The insurance policy(ies) shall be written by an insurance company or companies acceptable to BGTMA. Such insurance company shall be authorized to transact business in the state of California.



- E. TMA shall also assure that any third party contractor engaged by TMA to operate the Services shall, at its own cost and expense, procure and maintain during the term of this Agreement, comprehensive public liability (including bodily injury, property damage, and automobile liability) insurance coverage for its operation of the Services in an amount equaling or exceeding the minimum amounts required as a condition to each transportation provider's authority to operate by the Public Utility Commission or other city, agency or governing body conferring said authority. TMA will furnish the BGTMA with a copy of the Certificate of Insurance of each contractor prior to that contractor's operation of the Services.

**5. Indemnification/Limitation on Liability:**

- A. TMA will indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless from any loss, expense (including counsel fees), cost liability, damage, or claim (collectively “Loss”) resulting from third party claims, advertising injury or personal injury, including death, or for damage to property arising from TMA’s negligence in performing the Services, except to the extent such Loss is due to BGTMA’s negligence (a “Claim”).
- B. TMA shall indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless with respect to any Loss related or arising out of any assertion that they should be deemed the “employer” or “joint employer” of any individual performing Services under this Agreement. In any and all claims for any Loss against any of BGTMA by any employee of TMA or its contractor, or by anyone directly or indirectly employed by TMA, or anyone for whose acts TMA may be liable, TMA’s indemnity obligations of this Section (B) shall not be limited in any way by any limitation on the amount or type of damages under workers’ compensation, disability benefits, or any other employee benefits.
- C. TMA agrees to provide indemnification as set forth of this Section (C) for a Claim; provided that (1) BGTMA promptly notifies TMA in writing of such Claim, (2) TMA has sole control of the defense of and all settlement negotiations relating to such Claim, and (3) BGTMA cooperates fully in the defense of the Claim.

**6. Maintenance:**

TMA will provide maintenance, cleaning and fuel to the operated vehicle(s).

**7. Vehicle:**

TMA will be responsible for providing any vehicle to operate this shuttle service.

**8. Permits and Licensing:**

TMA or its contractor shall at all times maintain all operating permits and insurance necessary or appropriate for its operating of the shuttle service in accordance with this Agreement. Without limiting the foregoing, TMA vehicles shall at all times maintain valid operating permits from the Californian Public Utilities Commission.

**9. Drivers:**

All drivers providing the Services shall at all times hold Class B Commercial Drivers Licenses with a passenger endorsement, and shall otherwise meet the minimum operating standards promulgated by the Californian Public Utilities Commission for commercial drivers carrying passengers. Additionally, BGTMA shall have the right to request the replacement of any driver, with or without reason, upon written notice to TMA, whereupon TMA will no longer permit such driver to service BGTMA.

**10. Inspection and Audit:**

BGTMA shall have the right to all reasonable times to examine all books, records and accounting data, vehicle facilities, including without limitation all permits and licenses, personnel relating to the provision of services by TMA under this Agreement, to determine whether the same are in conformity with the requirements of this Agreement. All such books, records and documents shall be made available to BGTMA promptly upon written demand, and BGTMA shall be permitted to make and retain copies thereof or extracts the form for all proper purposes. BGTMA shall have the right to audit under this provision for up to three (3) years after the expiration or termination of this Agreement.

BGTMA is under no obligation to supervise or inspect TMA, or to report to TMA any results of BGTMA's examinations. Any review or inspection by BGTMA is entirely for its own purpose to determine whether TMA is properly conducting itself in accordance with the terms of this Agreement or otherwise to preserve BGTMA's rights hereunder. Under no circumstances shall any such review or inspection be construed in any way as a representation that TMA has complied with the terms of this Agreement or has met the requirements hereof with respect to the quality of drivers and services furnished, for which TMA shall remain solely responsible.

#### **11. Safety and Site Access:**

TMA shall provide for the safety of their employees, all passengers and the general public in performing services under this Agreement and shall keep all vehicles in operation free from safety hazards and the accumulation of waste material or rubbish.

#### **12. Additional Services:**

TMA will perform all tasks necessary to manage, staff and operate the Services on an uninterrupted basis throughout the term of this Agreement. TMA will be exclusively responsible for providing drivers to perform all services required under this Agreement. TMA will provide trained, English-speaking drivers to operate the daily shuttle. Back-up drivers and will be provided by TMA should there be any problems with the designated drivers.

#### **13. Notices:**

BGTMA:     BGTMA  
              c/o Bayer HealthCare  
              800 Dwight Way  
              Berkeley, CA 94710  
              Attention: Manager Community Relations

Copy to:     Bayer HealthCare, LLC  
              800 Dwight Way  
              Berkeley, CA 94710  
              Attention: Senior Counsel, Law and Patents

Wareham Development  
1120 Nye Street, Suite 400  
San Rafael, CA 94901  
Attention: President

TMA: TMA  
**c/o Gray-Bowen-Scott.**  
1676 N. California Blvd., Suite 400  
Walnut Creek, CA 94596  
Attn: Executive Director

All notices will be deemed received on receipt if personally delivered, the next day if sent by overnight courier or three (3) days following the date of mailing, if mailed. Either party may change its address for the purposes of this Agreement by giving thirty (30) days' advance written notice of such change to the other party.

#### **14. Independent Contractor:**

The relationship between TMA and BGTMA is, and shall at all times remain, solely that of customer (BGTMA) and independent contractor (TMA) and not one of employer/employee or principal and agent or representative. Neither party shall be authorized to enter into any contracts or agreement nor otherwise bind or represent the other. The personnel performing services under this Agreement shall at all times be under the exclusive direction and control of TMA and shall not be employees of BGTMA. TMA shall be solely responsible for paying all wages, salaries and other amounts due its employees, and paying and withholding all federal, state and local taxes on labor, materials and equipment supplied under or used in connection with the service provided by it under this Agreement.

#### **15. Entire Agreement:**

This Agreement contains the entire agreement between the parties relating thereto and all prior offers, negotiation and agreements are superseded hereby, provided that this Agreement may be altered or amended in the future by written agreement of the parties. The terms of this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns, provided however, that this Agreement is

personal to TMA and may not be assigned by it to any other person or entity without BGTMA's prior written consent.

**16. Governing Law:**

This Agreement shall be governed by the laws of the State of California. Any dispute under this Agreement shall be decided in the federal or state courts of the State of California.

**17. Compliance with Laws:**

TMA shall at all times operate its business and the shuttle service in compliance with all applicable federal, state and local laws, statutes, codes, rules, permits, licenses, approvals and governmental requirements now or hereafter in effect.

IN WITNESS WHEREOF, authorized officers of the parties have executed this Agreement as of the date set forth below.

Date: \_\_\_\_\_

\_\_\_\_\_

For Berkeley Gateway Transportation Management  
Association

Date: \_\_\_\_\_

\_\_\_\_\_

For Emeryville Transportation Management  
Association

## TRANSPORTATION AGREEMENT

Emeryville Transportation Management Association, a California non-profit public benefit corporation (“TMA”) hereby enters into a formal Transportation Agreement (“Agreement”) with the Berkeley Gateway Transportation Management Association, a California non-profit public benefit corporation (“BGTMA”), to operate a shuttle service in West Berkeley, California between Sixth Street and Dwight Avenue in Berkeley, California and the Ashby BART Station, located at 3100 Adeline in Berkeley (collectively, the “Services”).

### 1. Term/Termination:

The term of this Agreement shall be for two years, effective beginning January 1, 201~~8~~<sup>6</sup> through December 31, 201~~7~~<sup>9</sup>.

BGTMA may terminate this Agreement without cause by giving not less than 30 days’ prior written notice to the other party. BGTMA shall also have the right to suspend this Agreement immediately upon notice given to TMA if, in the reasonable opinion of BGTMA, the property of BGTMA’s members or the safety of its passengers or the general public has or may be threatened, or if any administrative or judicial body has suspended or revoked any license required for TMA or its contractor to provide the Services under this Agreement.

In the event of any suspension or termination of this Agreement, TMA shall immediately cease incurring any additional costs in connection with this Agreement. In such event, BGTMA’s sole obligation to TMA shall be limited to payment of fees for services already rendered by TMA up to the effective date of termination or suspension. TMA shall have the right to terminate this Agreement, without cause, by giving BGTMA 120 days’ notice.

### 2. Service:

TMA, through its own forces or by means of the third-party contractor, will provide the following shuttle services, which are ~~Services~~ described in Exhibit A, attached:

#### West Berkeley Shuttle

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The West Berkeley Shuttle shall operate continuous loops using two shuttle vehicles from the Ashby BART Station to Dwight Way. The shuttle stops and schedule are shown on Exhibit A, attached.

#### Bayer Mid-Day Shuttle.

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The Bayer Mid-Day Shuttle shall operate continuous loops using one shuttle vehicle from Dwight Way to 59<sup>th</sup> Street in Emeryville. The shuttle stops and schedule are shown on Exhibit A, attached.

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~~every business day, five (5) days per week Monday through Friday, excluding only those holidays designated on the attached schedule.~~ The Services will operate ~~between the hours of 5:40 a.m. to 9:45 a.m. and 3:00 p.m. to 6:45 p.m.~~ Monday through Friday, with exception of the following holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Post-Thanksgiving Friday
- Christmas Day

The shuttle ~~will make continuous loops as per the route map and schedule, attached as Exhibit A. The shuttle~~ vehicle will be minimum 28 passengers, ADA compliant and include a bike rack.

### 3. Fees and Expenses:

During the term of this Agreement, TMA will provide shuttle service at ~~a cost of \$85.00 per hour based on an eight (8) hour minimum charge per day. Any increase in the hours of shuttle service provided per day will result in a corresponding increase in the daily rate charged by \$85.00 per hour.~~

~~The daily minimum charge rate of will be \$680-1,350.00 per day for West Berkeley Shuttle and \$220 for the Bayer Mid-Day Shuttle. Any increase in the hours of shuttle service provided per day will result in a corresponding increase in the daily rate charged by \$90.00 per hour.-~~ Although the above-stated costs shall apply throughout the term of this Agreement, in the event that the operator of TMA's service increases the hourly rates it charges for both the TMA's own operations and its provision of service under this Agreement, the rates stated above shall increase by the same percentage as the rate the TMA is charged by its operator.

All payments due to TMA hereunder are to be paid in U.S. dollars. BGTMA shall remit payment within thirty days of receipt of the invoice for services rendered. No payment, partial or final, by BGTMA shall: (i) be evidence of performance in whole or in part by TMA, or (ii) be regarded as acceptance of defective Services or relieve TMA from liability under this Agreement, or (iii) constitute a waiver of any claims arising from unsettled liens, faulty or defective Services.

#### 4. Insurance

A. If TMA provides the services by means of the third-party contractor, TMA shall ensure that its contractor shall procure and maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. TMA's contractor(s) shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of California. TMA's contractor(s) shall also procure and maintain Employer's Liability Insurance coverage for a minimum liability of \$2 million covering its employees engaged in the Services. TMA shall insure the procurement and maintenance of such insurance by all contractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall require their contractor(s) to procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:



- (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$10 million each occurrence or claim and a general aggregate limit of at least \$10 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.
- (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$10 million each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

B. In the event TMA operates the Services directly (without utilizing a contractor) it shall provide insurance equivalent to that stated above. During any period in which TMA utilizes a contractor to operate the Services it shall maintain the following types of insurance:

- (1) Workers' Compensation and Employer's Liability Insurance. If it has any employees, TMA shall procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum liability of \$1 Million Dollars covering TMA's employees engaged in the work. TMA shall insure the procurement and maintenance of such insurance by all subcontractors engaged in provision of the Services.
- (2) Liability Insurance. TMA shall procure and maintain the following kinds of liability insurance, which shall include as additional insureds BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, as they now or as they may hereafter be constituted, singly, jointly or severally:
  - (a) Commercial General Liability insurance providing bodily injury and property damage coverage (with a combined single limit) of at least \$1

million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability; products and completed operations; broad form property damage.

- (b) If the TMA owns or operates any vehicles, it shall maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

C. Prior to commencing the Services, TMA shall file a Certificate(s) of Insurance with BGTMA evidencing the required coverages and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said Certificate(s) shall stipulate:

- (1) The insurance company(ies) issuing such policy(ies) shall give written notice to the BGTMA of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation or modification.
- (2) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which the TMA (or contractor) is liable up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the BGTMA.
- (3) The policy shall also stipulate: Inclusion of the BGTMA shall not in any way affect the rights of such additional insureds with respects to any claim, demand, suit or judgment made, brought or recovered against the TMA, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

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- A. TMA will indemnify and hold BGTMA, its members, officers, directors, employees and agents while acting in such capacity, and their successors or assigns, harmless from any loss, expense (including counsel fees), cost liability, damage, or claim (collectively "Loss") resulting from third party claims, advertising injury or personal injury, including death, or for damage to property arising from TMA's negligence in performing the Services, except to the extent such Loss is due to BGTMA's negligence (a "Claim").
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C. TMA agrees to provide indemnification as set forth of this Section (C) for a Claim; provided that (1) BGTMA promptly notifies TMA in writing of such Claim, (2) TMA has sole control of the defense of and all settlement negotiations relating to such Claim, and (3) BGTMA cooperates fully in the defense of the Claim.

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#### **13. Notices:**

BGTMA: BGTMA  
c/o Bayer HealthCare  
800 Dwight Way

Berkeley, CA 94710  
Attention: Manager Community Relations

Copy to: Bayer HealthCare, LLC  
800 Dwight Way  
Berkeley, CA 94710  
Attention: Senior Counsel, Law and Patents  
  
Wareham Development  
1120 Nye Street, Suite 400  
San Rafael, CA 94901  
Attention: President

TMA: TMA  
**c/o Gray-Bowen-Scott.**  
1676 N. California Blvd., Suite 400  
Walnut Creek, CA 94596  
Attn: Executive Director

All notices will be deemed received on receipt if personally delivered, the next day if sent by overnight courier or three (3) days following the date of mailing, if mailed. Either party may change its address for the purposes of this Agreement by giving thirty (30) days' advance written notice of such change to the other party.

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#### **15. Entire Agreement:**

This Agreement contains the entire agreement between the parties relating thereto and all prior offers, negotiation and agreements are superseded hereby, provided that this Agreement may be altered or amended in the future by written agreement of the parties. The terms of this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns, provided however, that this Agreement is personal to TMA and may not be assigned by it to any other person or entity without BGTMA's prior written consent.

**16. Governing Law:**

This Agreement shall be governed by the laws of the State of California. Any dispute under this Agreement shall be decided in the federal or state courts of the State of California.

**17. Compliance with Laws:**

TMA shall at all times operate its business and the shuttle service in compliance with all applicable federal, state and local laws, statutes, codes, rules, permits, licenses, approvals and governmental requirements now or hereafter in effect.

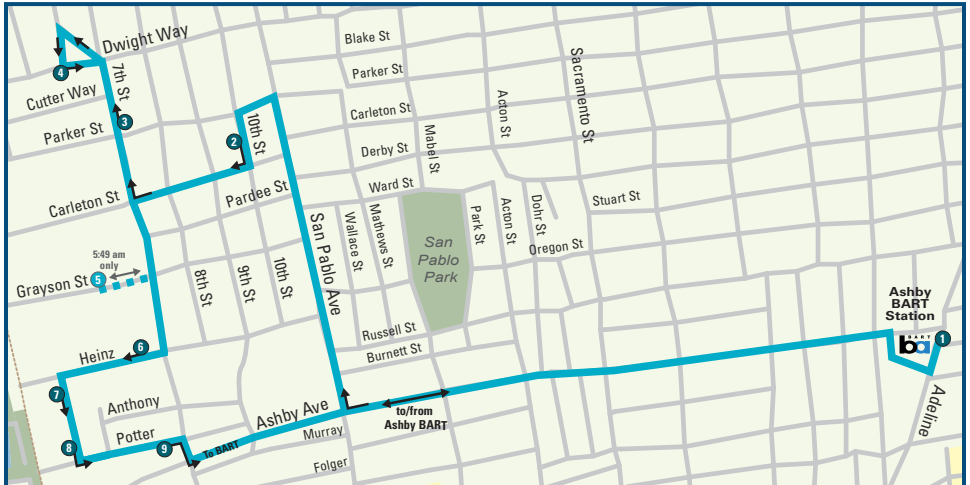
IN WITNESS WHEREOF, authorized officers of the parties have executed this Agreement as of the date set forth below.

Date: \_\_\_\_\_  
For Berkeley Gateway Transportation Management Association

Date: \_\_\_\_\_  
For Emeryville Transportation Management Association

## WEST BERKELEY

## SHUTTLE



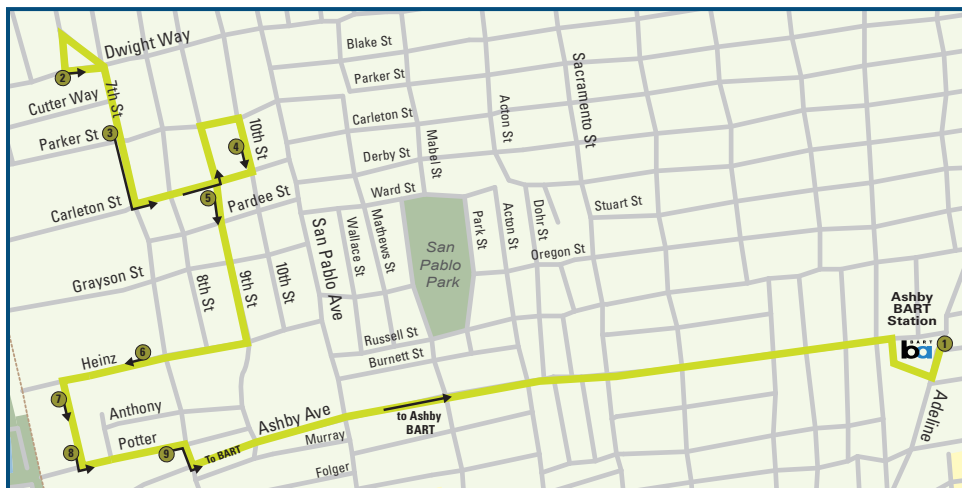
## MORNING SHUTTLE SERVICE

1 Ashby BART	2 2600 10th St	3 7th at Parker	4 Dwight at 6th	5 Grayson at 7th	6 Heinz at 7th	7 #700 Heinz	8 #725 Potter	9 Potter at 7th	1 Ashby BART
5:35	5:41	5:43	5:45	5:47	5:49	5:50	5:51	5:53	6:00
6:10	6:16	6:18	6:20	—	6:23	6:24	6:25	6:27	6:35
6:25	6:31	6:33	6:35	—	6:38	6:39	6:40	6:42	6:50
6:40	6:46	6:48	6:50	—	6:53	6:54	6:55	6:57	7:05
6:55	7:01	7:03	7:05	—	7:08	7:09	7:10	7:12	7:20
7:10	7:16	7:18	7:20	—	7:23	7:24	7:25	7:27	7:35
7:25	7:33	7:35	7:37	—	7:40	7:41	7:42	7:44	7:52
7:40	7:48	7:50	7:52	—	7:55	7:56	7:57	7:59	8:07
7:55	8:03	8:05	8:07	—	8:10	8:11	8:12	8:14	8:22
8:10	8:18	8:20	8:22	—	8:25	8:26	8:27	8:29	8:37
8:25	8:33	8:35	8:37	—	8:40	8:41	8:42	8:44	8:52
8:40	8:48	8:50	8:52	—	8:55	8:56	8:57	8:59	9:07
8:55	9:03	9:05	9:07	—	9:10	9:11	9:12	9:14	9:22
9:10	9:18	9:20	9:22	—	9:25	9:26	9:27	9:29	9:37
9:25	9:31	9:33	9:35	—	9:38	9:39	9:40	9:42	9:50
9:40	9:46	9:48	9:50	—	9:53	9:54	9:55	9:57	—
9:55	10:01	10:03	10:05	—	10:08	10:09	10:10	10:12	*

\* No return to BART. Last stop is Potter @ 7th



# WEST BERKELEY SHUTTLE

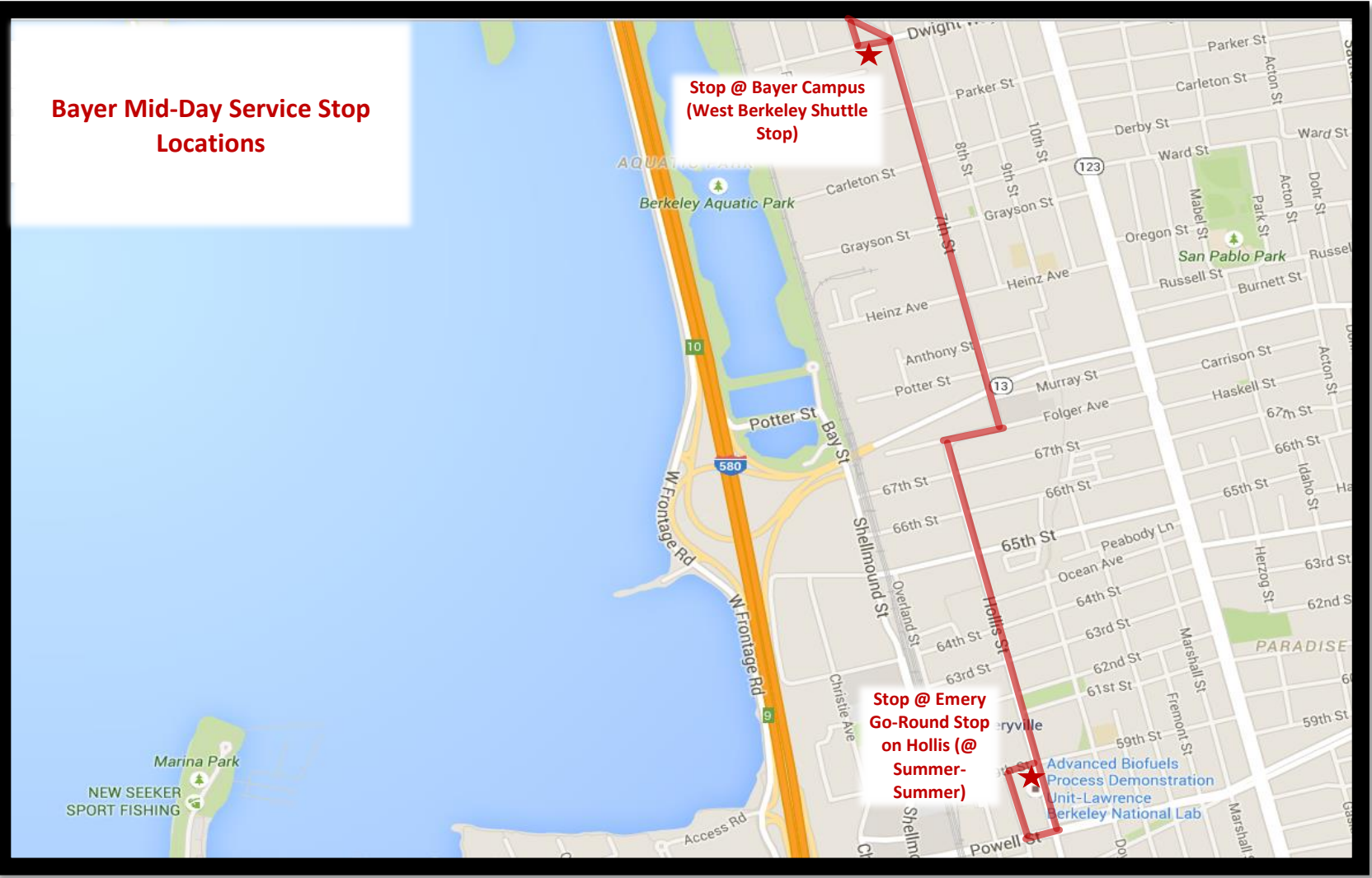


## AFTERNOON/EVENING SHUTTLE SERVICE

1 Ashby BART	2 Dwight at 6th	3 7th at Parker	4 2600 10th St	5 9th at Carleton	6 Heinz at 7th	7 #700 Heinz	8 #725 Potter	9 Potter at 7th	1 Ashby BART
—	3:00	3:01	3:03	3:04	3:06	3:07	3:08	3:09	3:18
—	3:12	3:13	3:15	3:16	3:18	3:19	3:20	3:21	3:30
3:20	3:28	3:29	3:31	3:32	3:34	3:35	3:36	3:37	3:46
3:32	3:40	3:41	3:43	3:44	3:46	3:47	3:48	3:49	3:58
3:48	3:56	3:57	3:59	4:00	4:02	4:03	4:04	4:05	4:14
4:02	4:10	4:11	4:13	4:14	4:16	4:17	4:18	4:19	4:28
4:25	4:35	4:36	4:38	4:39	4:41	4:42	4:43	4:44	4:55
4:40	4:50	4:51	4:53	4:54	4:56	4:57	4:58	4:59	5:10
4:56	5:06	5:07	5:09	5:10	5:12	5:13	5:14	5:15	5:26
5:11	5:21	5:22	5:24	5:25	5:27	5:28	5:29	5:30	5:41
5:27	5:37	5:38	5:40	5:41	5:43	5:44	5:45	5:46	5:57
5:42	5:52	5:53	5:55	5:56	5:58	5:59	6:00	6:01	6:12
5:58	6:08	6:09	6:11	6:12	6:14	6:15	6:16	6:17	6:28
6:13	6:23	6:24	6:26	6:27	6:29	6:30	6:31	6:32	6:43
6:29	6:39	6:40	6:42	6:43	6:45	6:46	6:47	6:48	6:59
6:44	6:54	6:55	6:57	6:58	7:00	7:01	7:02	7:03	7:14

Mid-Day Service: Dwight (Bayer Campus) to Hollis @ 59th

Stop Location	Scheduled Departure Times												
Dwight (Bayer)	10:30 AM	10:50 AM	11:10 AM	11:30 AM	11:50 AM	12:10 PM	12:30 PM	12:50 PM	1:10 PM	1:30 PM	1:50 PM	2:10 PM	2:30 PM
Hollis @ 59th	10:38 AM	10:58 AM	11:18 AM	11:38 AM	11:58 AM	12:18 PM	12:38 PM	12:58 PM	1:18 PM	1:38 PM	1:58 PM	2:18 PM	



# Emeryville Transportation Mgt. Assoc.

## Check register

Type	Date	Num	Name	Memo	Deposit	Check	Balance
<b>Bank of America Savings</b>							
Transfer	11/01/2017			Funds Transfer		200,000.00	2,276,647.08
Deposit	11/30/2017			Interest	75.28		2,276,722.36
Total Bank of America Savings					75.28	200,000.00	2,276,722.36
<b>Bank of America Checking</b>							
Check	11/01/2017		Sprint	Driver phones		728.91	180,871.33
Transfer	11/01/2017			Funds Transfer	200,000.00		380,871.33
Check	11/01/2017		AT&T 129402070	ISP		52.00	380,819.33
Check	11/03/2017	1322	AC Transit	Sept Fuel		19,757.84	361,061.49
Check	11/03/2017	1323	ADMACdi	Printing		2,710.33	358,351.16
Check	11/03/2017	1324	All-Ways Green Services	Janitorial Service		738.46	357,612.70
Check	11/03/2017	1325	MV Transportation Inc	Sept Services		205,570.15	152,042.55
Check	11/03/2017	1328	Storage Express Inc	Storage container		185.72	151,856.83
Check	11/03/2017	Epay	John Tounger, CPA	Accounting		1,625.00	150,231.83
Check	11/03/2017	e-pay	LBA RIV - Company XII, LLC	Rent		4,528.00	145,703.83
Check	11/03/2017	e-pay	LBA RIV - Company XII, LLC	Rent		4,985.00	140,718.83
Check	11/03/2017	E-pay	ModSpace	Rent		700.60	140,018.23
Check	11/03/2017	1035	Wells Fargo Equipment Finance			13,275.50	126,742.73
Check	11/03/2017	1036	Wells Fargo Equipment Finance			7,763.00	118,979.73
Check	11/03/2017	1037	Wells Fargo Equipment Finance			7,980.50	110,999.23
Check	11/06/2017		EBMUD			191.02	110,808.21
Check	11/09/2017		AT&T 3862			84.44	110,723.77
Check	11/24/2017		Waste Management			109.91	110,613.86
Check	11/27/2017	1329	BKF Engineers			2,537.43	108,076.43
Check	11/27/2017	1330	Gray-Bowen-Scott	Oct Services		35,688.15	72,388.28
Check	11/29/2017		ModSpace	Rent		1,283.44	71,104.84
Check	11/29/2017		ModSpace	Aug rent payable		700.60	70,404.24
Check	11/29/2017		ModSpace	Reconciled 2016 under payment		692.31	69,711.93
Check	11/30/2017		AT&T 3862			115.19	69,596.74
Total Bank of America Checking					200,000.00	312,003.50	69,596.74
<b>MMSummit Pre-PBID funds</b>							<b>138,568.29</b>