



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
Bay Street Conference Room
5616 Bay Street
Emeryville, CA 94608
January 18, 2018 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. Call to Order
2. 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.
3. Public Comment
4. Approval of the Minutes of the November 16th, 2017 Board of Directors Meeting (Attachment)
5. Executive Directors Report
 - A. Status Update on Current Site Lease & Potential Short Term Site Option.
 - B. Status Update on Caltrans Mandela site.
 - C. 2018 Calendar of Actions.
6. Business Items
 - A. Review and Consider Approval of Shuttle Operations & Maintenance Agreement with MV Transportation, Inc. to extend the term of services three years to December 31st, 2020. (Attachment)
 - B. Consider Approval of Professional Services Agreement Gray Bowen Scott for continued Executive Director & Agency Administration Services. (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)*
 - G. Vehicle Acquisition *(Attachment)*
 - 1. Review and Consider Approval of the Buyers Order Contract for the Acquisition of four (4) 40' Starcraft AllStar Cutaway Shuttles.
 - 2. Authorize Executive Director to execute lease agreements for a 60 month term at 7.14% interest.
 - H. Authorize Executive Director to Execute Lease Agreements for Office Space and Bus Parking Facilities at the Direction and Approval of the Bus Yard Committee.
 - I. Adopt Resolution 18-01 to Establish the Date, Time and Location of the 2018 Annual Membership Meeting. *(Attachment)*
 - J. Appoint Audit Review Committee. *(Attachment)*
 - K. Fourth Quarter Financial & Performance Reports. *(Attachment)*
7. Suggestions/Requests from Board Members
8. Confirm date of Next Meeting - March 15th, 2018
9. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

November 16th, 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 2nd or 3rd 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 16th, 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 40th 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 16th, 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.

**Emeryville TMA
2018 Calendar of Activities**

Month/Date	Description
Jan 18th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Shuttle Operations & Maintenance Agreement 2. Renewal of Professional Service Agreements 3. Vehicle Acquisition – 4 Starcraft AllStar 40’ 4. 4th Quarter Reports – Financial, Ridership & OTP Reports 5. Transportation Agreement w/ BGTMA 6. Adopt Resolution to set Annual Membership Meeting – (May 17th) 7. Appoint audit committee – 3 Directors (Treasurer exempt) <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Air Resources Board Annual Report. (Due to ARB 1/31) 2. City to provide the ETMA with the 1st installment of the PBID Funds by January 15th.
Feb 15th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions.
Mar 15th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Office and Parking Lease Agreement (possible). 2. Acquisition of Automated Passenger Counters. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Conduct Audit Committee Meeting 2. Prepare 2017 Annual Report
Apr 19th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Approval of 2017 Annual Report Format & Content. 2. Accept the Independent Auditor’s Report on the financial statements. 3. Authorize signing and the filing of the TMA’s Federal Tax Return and State Annual Information Return. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Distribute Ballot Forms to Employer Members – NLT April 15th 2. Mail Annual Membership Meeting Invite – NLT April 15th 3. Provide City with Annual Financial and Operations Report (Annual Report) by the 30th 4. Submit Annual Report to Directors and members who request it, by April 30th. 5. Notice of Annual Membership Meeting, Residential Member Nomination and Amendment to Bylaws, if Applicable.
May 17th	<p><u>Annual Membership Meeting</u></p> <ol style="list-style-type: none"> 1. Election of Employer Member. 2. Appointment of Corporate Members. <p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Election of Officers. 2. Review of 2018 preliminary budget for recommendation to City for 2018 PBID Levy. 3. 1st Quarter Financial & Performance Reports. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Tax Filings - due May 15th. 2. City to provide the ETMA with the 2nd installment of the PBID Funds by the 15th 3. City to notify TMA of any changes the identity of property owners or amounts of assessments on PBID properties in May.
Jun 21st	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Provide City with prior year audit, receipts and expenditures by the 30th.

**Emeryville TMA
2018 Calendar of Activities**

	<ol style="list-style-type: none"> 2. Provide City with prior year annual financial and operations report. 3. Provide City with the preliminary budget and proposed PBID levy for the following year by the 30th. 4. Conduct a marketing program regarding the Shuttle to PBID property owners including, one annual summary report to be posted the EGR website by the 30th. 5. City and TMA liaisons to meet on a semi-annual basis to collaborate on City's planning efforts to improve Emery Go-Round mobility access throughout the City.
July 19th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. City Council Meeting to adopt Assessment Levy.
Aug 16th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Renewal of AC Transit Fuel Agreement (Expires August 31, 2018) 2. Second Quarter Financial & Performance Reports. 3. Appoint Executive Director Performance Review Committee, if desired. 4. Approval of 2017 Rider Survey Content.
Sep 20th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Closed Session: Summary of Executive Director Performance Review. 2. Approval of Resolution to Adopt 2018 Annual Budget. <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Conduct ED Performance Review Committee, if applicable. – Prior to BoD Meeting. 2. City to provide an annual accounting of actual PBID funds received, any PBID late fees/penalties received, any mitigation and/or developer fees or grant funds received to the TMA by the 30th. 3. File California Statement of Information Form (Form SI – 100) https://businessfilings.sos.ca.gov (Verify w/ John Tounger)
Oct 18th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions.
Nov 15th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. Third Quarter Financial and Performance Reports. 2. Presentation of 2018 Rider Survey Results. 3. Renewal of Professional Service Agreements. 4. Other Agreements? <p><u>Other</u></p> <ol style="list-style-type: none"> 1. Provide City with a final budget for the follow year by the 30th.
Dec 20th	<p><u>Board Actions/Information Items</u></p> <ol style="list-style-type: none"> 1. No Scheduled Actions.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: January 18, 2018

FROM: Roni Hattrup, Executive Director

SUBJECT: Review and Consider Approval of Shuttle Operations and Maintenance Agreement with MV Transportation, Inc.

RECOMMENDATION

Board approval of the Shuttle Operations and Maintenance Agreement with MV Transportation, Inc. (MV) for continued services through December 31st, 2020.

BACKGROUND

In 2012, the ETMA conducted a competitive procurement process for shuttle operations and vehicle maintenance services. In February 2013, the Board approved the Shuttle Operations and Maintenance Agreement with the top ranked firm, MV, for a three (3) year term with an option to extend the term two (2) additional years. On November 19th, 2015, the Board authorized a two (2) year extension which ended on December 31st, 2017. On December 22nd, 2017 a notice to proceed was issued to MV Transportation, Inc. to continue services under the existing agreement terms through January 31st, 2018.

DISCUSSION

MV Transportation has provided updated cost forms to reflect their proposed pricing through December 31st, 2020 for the following ETMA services:

- Emery Go-Round shuttle services and vehicle maintenance;
- 8 to Go Paratransit shuttle services and vehicle maintenance; and
- West Berkeley Shuttle & Bayer Mid-Day shuttle services.

The updated pricing is reflective of the current and anticipated labor and benefit increases currently under negotiations with the operators union. The new starting wage for shuttle operators of Emery Go-Round and West Berkeley Shuttle is \$20.50 per hour. The starting wage for paratransit operators is \$18.00 per hour. Additionally, MV is proposing additional safety staff and road supervisor's to provide more direct field oversight of Emery Go-Round safety practices.

FINANCIAL CONSIDERATIONS

The proposed costs for 2018 services are within the approved ETMA budget. However, an amendment to the 8 to Go paratransit agreement will be required to increase the two year budget by \$15,000 to replenish contingency and to cover the cost of the 2018/2019 service cost increase. The proposed costs for Berkeley Gateway TMA services decrease by 6% in 2018, but then increase by 6% in 2019 and then another 3% in 2020. The proposed Transportation Agreement with the Berkeley Gateway TMA includes sufficient budget to cover the cost of services, as well as provide a modest revenue stream for the ETMA.

The hourly billing rate for vehicle maintenance has increased 19%, which is also a result of higher compensation and increased benefits for mechanics.

The proposed costs for each of the shuttle services are detailed below:

EMERY GO-ROUND							
Shuttle Operations	Current	2018	% Increase	2019	% Increase	2020	% Increase
Fixed - Monthly Cost	\$ 21,472.39	\$ 28,228.32	31%	\$ 28,833.26	2%	\$ 29,440.67	2%
Variable - Cost Per Service Hour	\$ 35.02	\$ 37.12	6%	\$ 39.31	6%	\$ 40.41	3%
Current Annual Service Hours	47,303	47,303		47,303		47,303	
Total Fixed Cost	\$ 257,668.68	\$ 338,739.84	31%	\$ 345,999.12	2%	\$ 353,287.98	2%
Total Variable Cost	\$ 1,656,551.06	\$ 1,755,887.36	6%	\$ 1,859,480.93	6%	\$ 1,911,514.23	3%
Estimated Annual Costs	\$ 1,914,219.74	\$ 2,094,627.20	9%	\$ 2,205,480.05	5%	\$ 2,264,802.21	3%
Maintenance	Current	2018	% Increase	2019	% Increase	2020	% Increase
Billing Rate	40.45	48.25	19%	49.32	2%	50.52	2%
Mark-up	5%	5%	0%	5%	0%	5%	0%
Berkeley Gateway TMA							
Shuttle Operations	Current	2018	% Increase	2019	% Increase	2020	% Increase
Fixed - Monthly Cost	\$ 11,821.27	\$ 9,302.10	-21%	\$ 9,756.28	5%	\$ 10,226.61	5%
Variable - Cost Per Service Hour	\$ 33.33	\$ 35.30	6%	\$ 37.38	6%	\$ 38.43	3%
Current Annual Service Hours (WBS)	4,410	4,410		4,410	0%	4,410	0%
Total Fixed Cost	\$ 141,855.24	\$ 111,625.20	-21%	\$ 117,075.36	5%	\$ 122,719.26	5%
Total Variable Cost	\$ 146,985.30	\$ 155,673.00	6%	\$ 164,845.80	6%	\$ 169,476.30	3%
Estimated Annual Costs (WBS)	\$ 288,840.54	\$ 267,298.20	-7%	\$ 281,921.16	5%	\$ 292,195.56	4%
Bayer Mid-Day Shuttle							
Current Annual Service Hours (BMD)	1,092	1,092	0%	1,092	0%	1,092	0%
Total Variable Cost	\$ 36,396.36	\$ 38,547.60	6%	\$ 40,818.96	6%	\$ 41,965.56	3%
Estimated Annual Cost (BMD)	\$ 36,396.36	\$ 38,547.60	6%	\$ 40,818.96	6%	\$ 41,965.56	3%
Estimated Annual Cost (BGTMA)	\$ 325,236.90	\$ 305,845.80	-6%	\$ 322,740.12	6%	\$ 334,161.12	4%
8 to Go Paratransit							
Shuttle Operations	Current	2018	% Increase	2019	% Increase	2020	% Increase
Fixed - Monthly Cost	\$ 1,106.15	\$ 779.27	-30%	\$ 825.24	6%	\$ 848.32	3%
Variable - Cost Per Service Hour	\$ 34.07	\$ 39.84	17%	\$ 42.19	6%	\$ 43.37	3%
Current Annual Service Hours	1,956	1,956		1,956		1,956	
Total Fixed Cost	\$ 13,273.80	\$ 9,351.24	-30%	\$ 9,902.84	6%	\$ 10,179.81	3%
Total Variable Cost	\$ 66,640.92	\$ 77,927.04	17%	\$ 82,523.64	6%	\$ 84,831.72	3%
Estimated Annual Costs	\$ 79,914.72	\$ 87,278.28	9%	\$ 92,426.48	6%	\$ 95,011.53	3%

ATTACHMENTS

- Shuttle Operations & Maintenance Agreement
- Exhibit A – Scope of Services
- Exhibit B – Cost Forms
- Exhibit C – Tiered Pricing Form

SHUTTLE OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Contract") is effective as of this ____ day of _____, 2018 by and between the EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION, hereinafter referred to as "ETMA" and MV Transportation, Inc., hereinafter known as the "Contractor", collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, commercial property owners, employers and certain residential developers have joined into agreement to fund and manage the Emery Go-Round Shuttle Service through a Property Based Improvement District ("PBID") formed by the City of Emeryville, and are represented by the ETMA, which, on behalf of these property owners, employers and developers, operates the Emery Go-Round service, providing day to day management and oversight of operations, marketing, liaison with the Contractor, and monitoring performance; and

WHEREAS, the City of Emeryville has entered into an agreement with the ETMA to operate the 8 to Go Paratransit Shuttle, a direct service shuttle for senior citizens and people of disabilities, funded through grants received from the Alameda County Transportation Commission (ACTC); and

WHEREAS, the Berkeley Gateway Transportation Management Association (BGTMA) has entered into an agreement with the ETMA to operate the West Berkeley Shuttle, a transit service running out of the Ashby BART Station in Berkeley to various businesses throughout West Berkeley, and the Bayer Mid-Day Shuttle, a transit service running between the Bayer campus on Dwight Way in Berkeley to 59th Street in Emeryville. Services of the BGTMA are funded by select property owners throughout West Berkeley;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

Contractor shall furnish the ETMA with all of the services and materials, and perform any and all other work as specified in and in full accordance with the Scope of Services which is attached hereto as Exhibit A and made a part of this Contract. Additional services, as authorized in writing by ETMA, will be paid for on an individual basis at the Variable rate set forth in Cost Forms which is attached hereto as Exhibit B and made part of this Contract, and will be billed separately from the other services under this Contract.

2. TERM

The term of this Contract shall be from February 1, 2018 to December 31, 2020, with an option by the ETMA to extend the term for an additional period up to two years, starting January 1, 2021 and ending December 31, 2022. The initial three (3) year period shall be referred to as the “Base Term”.

3. ADDITIONS, MODIFICATIONS AND REDUCTIONS IN SERVICE

ETMA’s obligation to perform this agreement is subject to the budget and funding of the ETMA. At the option of the ETMA, the agreement may terminate without penalty, liability or expense of any kind to the ETMA at the end of any calendar year in the event funds are not appropriated for the next succeeding calendar year. If funds are appropriated for a portion of the year, this agreement will terminate at the end of the term for which funds are appropriated.

Contractor has estimated the number of annual service hours shown in Exhibit B, referred to herein as “baseline” service hours.

The ETMA may, at any time, request changes within the general scope of this Contract. If any such change would result in an increase or decrease from the baseline number of annual service hours by an amount up to 24.99 percent (24.99%), Contractor shall adjust Cost Forms in accordance with Tiered Pricing Form which is attached hereto as Exhibit C and made part of this Contract. If any such change would result in an increase or decrease from the baseline number of annual service hours by 25 percent (25%) or more, the parties shall meet to negotiate in good faith an equitable adjustment to Contractor’s Cost Form and the Contract will be amended accordingly by written change order.

In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor’s operating costs, to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government required increases to employee wages and/or benefits, to include health care benefits, the ETMA and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate in good faith an equitable adjustment to Contractor’s Cost Form.

4. COMPENSATION, INVOICING & PAYMENT

During the term of this agreement, the ETMA shall reimburse Contractor for the specific amounts stated below, which are to be calculated in full accordance with Exhibit B.

Contractor shall provide four (4) separate monthly invoices for each of the four (4) shuttle services. The Variable Cost items shall be calculated based on the actual number of Service Hours provided in each calendar month. Standard service hours shall be calculated using the first time point and last time point on each respective schedule, plus a standard deadhead time, which shall be agreed to by both parties. Time for fueling shall not be included in the standard service hours. Variance hours shall include any adjustment to the standard service hours, such as additional time for schedule overruns as well as a reduction of time for missed or late trips. Standard service hours and variance hours shall be referred to collectively, as the Service Hours. Performance penalties, which are defined in Section 5 below, shall also be itemized and deducted from each monthly invoice, when necessary.

Each monthly invoice shall include the following costs and associated back up:

(1) Emery Go Round Shuttle

a. Operations

- i. Fixed Cost
- ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)
- iii. Performance Penalty Adjustments

b. Maintenance

- i. Fixed Cost
- ii. Variable Cost
 - 1. Labor (No. Labor Hours x Hourly Billing Rate by Classification)
 - 2. Parts (Parts Cost x Parts Mark-up)

(2) West Berkeley Shuttle

a. Operations

- i. Fixed Cost
- ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)
- iii. Performance Penalty Adjustments

(3) Bayer Mid-Day Shuttle

a. Operations

- i. Variable Cost (No. of Service Hours x Cost Per Service Hour)
- ii. Performance Penalty Adjustments

(4) 8 to Go Paratransit Shuttle

- a. Operations
 - i. Fixed Cost
 - ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)
 - iii. Performance Penalty Adjustments
- b. Maintenance
 - i. Fixed Cost
 - ii. Variable Cost
 - 1. Labor (No. Labor Hours x Hourly Billing Rate by Classification)
 - 2. Parts (Parts Cost x Parts Mark-up)

ETMA will pay Contractor within 30 days of receiving an acceptable invoice.

Appendix B includes Contractor's costs for the Base Term, ending December 31, 2020. In the event ETMA desires to extend the contract beyond the Base Term, ETMA shall notify Contractor at least 90 days prior to the expiration date of the Base Term. The parties shall negotiate in good faith the terms and conditions, including rates, to apply during the extended term.

5. PERFORMANCE PENALTIES

Contractor shall operate the shuttle service in a safe and timely manner. ETMA shall impose the following assessments if performance and safety measures are not followed. Penalties may be excused at the discretion of the ETMA.

Penalty Assessments:

Description of Violation	Assessment
1. Early departures from designated time point stops (more than 1 minute early)	\$50 per occurrence. Penalties double after 20 occurrences in a given month.
2. Missed Trips (late departures greater than 15 min.)*	\$100 per occurrence. Penalties double after 20 occurrences in a given month.
3. Failure to report missed trips within 24 hours	\$200 per occurrence. Penalties double after 5 occurrences in a given month.

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| 4. | Failure to login to the Real-Time Tracking System correctly (within 5 min. on route) | \$50 per occurrence. Penalties double after 20 occurrences in a given month. |
| 5. | Failure to report to the ETMA, within 24 hours, any accidents and/or incidents where injury occurred. | \$500 per occurrence |

* Penalties will not be assessed for missed trips caused by traffic delays or vehicle breakdowns, unless they are not reported to the Management Team within 24 hours.

6. INSURANCE

i. Public Liability

Contractor shall procure and maintain the following kinds of liability insurance which shall include as additional insured the Emeryville Transportation Management Association (the "ETMA") and the members of the ETMA (at any time during the term of this Contract), and their respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, 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 ten million dollars (\$10,000,000) each occurrence or claim and a general aggregate limit of at least ten million dollars (\$10,000,000). This insurance coverage shall include, but not be limited to, premises and operations; contractual liability covering the indemnity provisions contained in this document; products and completed operations; and broad form property damage.
- (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least ten million dollars (\$10,000,000) each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles.

Thirty (30) days prior to commencing work, Contractor shall file a Certificate(s) of Insurance with the ETMA evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies Said Certificate(s) shall stipulate:

- (a) The insurance company(ies) issuing such policy(ies) shall provide at least thirty (30) days' of notice of cancellation.

- (b) 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 of claim which the Contractor is liable for, 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 ETMA or the members of the ETMA.
- (c) The policy shall also stipulate: Inclusion of the ETMA and its members as additional insured shall not in any way affect the rights of such additional insured as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor, 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.

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

ii. Workers' Compensation Insurance

Contractor shall procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California. Employer's Liability Insurance shall have coverage for a minimum liability of One Million Dollars (\$1,000,000) covering employer's employees engaged in the work. Contractor shall ensure the procurement and maintenance of such insurance by all subcontractors engaged in the work.

The Workers' Compensation Insurance coverage shall require the insurer to waive all rights of subrogation against the ETMA and its members at any time during the term of this Contract.

By executing and submitting the proposal forms, Contractor is deemed to have signed and certified as to the following:

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall

furnish the ETMA with a Certificate evidencing such coverage with \$2,000,000 Employer's Liability Limit together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against a liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

iii. Vehicle Physical Damage

Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision). Comprehensive covers losses caused by or resulting from damage from any cause except as otherwise excluded by Contractor insurance; and excluding terrorism, collision, upset, or overturn. Comprehensive coverage includes such perils as fire, lightning, explosion, theft, windstorm, hail, earthquake, flood, mischief, and vandalism. Collision covers losses caused by or resulting damage from collision with another object, upset, or overturn. The most Contractor will pay for any one loss is the least of: 1) the actual cash value (defined as replacement cost less depreciation, physical condition, and obsolescence) of the damaged or stolen property as of the time of the loss; 2) the cost of repairing the damaged or stolen property with other property of like kind and quality as of the time of the loss; 3) the cost of replacing the damaged or stolen property with other property of like kind and quality as of the time of the loss; or 4) the value shown opposite the damaged or stolen vehicle in the fleet schedule on file. If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the Client/vehicle owner as a loss payee, and shall be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the Client/vehicle owner. Contractor shall provide the Client/vehicle owner with a Certificate of Insurance showing compliance with the requirements of this paragraph. If there is a disagreement on the amount of a loss, Contractor or Client may demand an appraisal of the loss. In the event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will separately calculate the actual cash value and amount of the loss. If they fail to agree, they will submit their differences to

the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and its individual expenses, and bear the expenses of the umpire equally.

7. INDEMNIFICATION

With respect to any claims that may be asserted under Sections 13(c) and 15(n)(1) of the Federal Transit Administration Act of 1964, as amended, or any comparable provisions of Federal or State law (or under any regulations promulgated thereunder), as said laws or regulations now exist or hereafter may be amended, the Contractor agrees to, and shall, defend, indemnify and hold harmless the ETMA, its members and their respective directors, officers, agents and employees (hereinafter referred to as the "Indemnified Parties"), from and against the payment of any allowances and any and all liability, damages, cost, or expenses, including attorney's fees, arising from any claims asserted against the Indemnified Parties for the dismissal, displacement, or relocation of any employee or agent of the Contractor as a result of the termination of this Contract.

Excluding suits, claims, or actions arising or related to environmentally hazardous conditions on or below ETMA's facilities existing prior to Contractor's occupancy of the facility, Contractor shall indemnify, keep and save harmless the Indemnified Parties against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the operation of the service caused by an act or omission of the Contractor or its employees, subcontractors, representatives or agents. Contractor further agrees to defend any and all such actions, suits or claims and pay all reasonable charges of attorneys and all other reasonable costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Indemnified Parties in any such action, Contractor shall, at its expense, satisfy and discharge the same.

To the best of ETMA's knowledge the Premises has not been used as a land fill to receive solid waste, whether or not hazardous, and has not been used for the disposal, storage or treatment of any waste, trash, garbage, industrial by-product, chemical or hazardous substance of any nature, including without limitation radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewage, industrial process sludge or any "hazardous substance" as such term is defined in the following sources as amended from time to time; (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (iii) the Comprehensive Environmental Response Compensation and

Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Premises is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency, or other administrative, regulatory or judicial body. To the best of ETMA's knowledge the Premises does not contain asbestos insulation or electrical transformers cooled by phenylchlorobezene or polychlorinated biphenyls. ETMA is responsible for all cost of remediation required as a result of a preexisting environmental condition or previous breach of any of the any environmental statute, regulation, ordinance, rule or order discussed herein occurring prior to Contractor's tenancy. ETMA hereby agrees to indemnify Contractor for any liability, cost, damage, loss, claim, expense or cause of action (including but not limited to attorney's fees and court costs) incurred by or threatened against Contractor as a result of a preexisting environmental condition or previous breach of any of the any environmental statute, regulation, ordinance, rule or order discussed herein occurring prior to Contractor's tenancy. Notwithstanding the foregoing, in no event shall Contractor be responsible for any claims, losses, damages, penalties, expenses, and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of a preexisting environmental condition occurring or existing on, around, or below the Premises, or incurred by reason of a violation of any Environmental Regulation committed by a party other than Contractor, its officers, directors, employees, agents and independent contractors. ETMA hereby agrees to indemnify, defend, and forever hold harmless Contractor, its officers, directors, employees, agents, and independent contractors for any claims, losses, damages, penalties, expenses, and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by or threatened against Contractor, its officers, directors, employees, agents, and independent contractors incurred by reason of a preexisting environmental condition occurring or existing on, around, or below the Premises, or incurred by reason of a violation of any Environmental Regulation committed by a party other than Contractor, its officers, directors, employees, agents and independent contractors.

8. TERMINATION OF CONTRACT

The ETMA may terminate the Contract at any time by giving the Contractor sixty (60) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, the ETMA shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by ETMA to effect termination. In the event that the Contractor at any time during the

entire term of the Contract breaches the requirements or conditions of the Contract, and does not, within ten (10) days of receipt of notice thereof from the ETMA, cure such breach or violation, the ETMA may immediately terminate the Contract and shall pay the Contractor only its allowable costs to date of termination. Contractor may terminate the contract at any time by giving the ETMA ninety (90) days' written notice to terminate.

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided they give the other party written notice within five (5) days after the event causing the failure.

Despite anything to the contrary in this paragraph, if such causes of a party's failure to perform result from any act by that party, then such causes shall not excuse the performance of the provisions of this Contract by that party.

9. NO UNAUTHORIZED SUBCONTRACTING

Contractor may not subcontract any work covered by this Contract without the ETMA's express written consent.

9. CARRY-OVER TERMS

Given the necessity of ensuring continuity of service to passengers, and as further consideration for the compensation to be paid by the ETMA to Contractor for provision of services rendered hereunder, the ETMA and Contractor may agree to carryover the term of the Contract for three (3) consecutive one (1) month periods (referred to hereinafter as "Carry-Over Terms") under the base term of Option Period as the case may be, upon the same terms and conditions that govern the contractual relationship immediately preceding the Carry-Over Terms. The ETMA will notify Contractor in writing of the ETMA's intent to exercise each one month Carry-Over Term at least fifteen (15) days before each one month Carry-Over Term is to begin. Contractor acknowledges that ETMA is under no obligation to exercise any of the Carry-Over Terms and ETMA has made no representations committing it to exercise such Terms.

10. WAIVER OF CONDITIONS

The waiver of any provision, term or condition in these Contract Documents by the ETMA on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

11. SEVERABILITY

If any provision of this Contract, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The Parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

12. COMPLIANCE WITH LAW

Contractor shall comply, at Contractor's expense, with all applicable laws, regulations, rules and orders with respect to the performance under this Contractor, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and furnish satisfactory evidence of such compliance upon request of the ETMA. Before beginning work, Contractor shall also obtain, at Contractor's expense, any and all permits, licenses and approvals required to perform the services under this Contract and shall provide the ETMA with copies of such approvals upon request.

13. AUDITING AND RECORDS

At any time, ETMA may, at its own cost, conduct or have conducted an audit of the Contractor. If the audit determines that ETMA's dollar liability for Contractor's services is less than payments made by ETMA to Contractor, then Contractor will pay the difference in cash to ETMA, or, at ETMA's option, credit such overpayment against any future amounts owed by ETMA to Contractor. If the audit determines that ETMA's dollar liability for services provided under the contract is more than payments made by ETMA to Contractor, then ETMA will pay the difference to Contractor in cash.

Contractor shall maintain complete and accurate records with respect to costs, wages, expenses and receipts that relate to the performance of the services under this Contract. All such records shall be

maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the ETMA or its designees at the property times, and gives the ETMA the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Contract. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

14. GOVERNING LAW

The Contract hereunder shall be governed by the laws of the State of California.

15. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof; and no other agreement, statement or promise relating to the subject matter of this Contract not contained herein shall be valid or binding.

16. NOTICES

Any and all notices, writings, correspondence, etc., as required by this Contract shall be directed to the ETMA and the Contractor, respectively, as follows:

Emeryville Transportation Management Association
Emeryville TMA
c/o Gray Bowen Scott
1676 N. California Blvd., Suite 400
Walnut Creek, CA 94596
Attn: Roni Hatstrup, Executive Director

Contractor
MV Transportation, Inc
2711 N. Haskell Ave., Suite 1500-LB2
Dallas, TX 75204
Attn: Mark Elias, Senior Vice President

IN WITNESS WHEREOF the ETMA and Contractor have executed this Contract effective as of the date the ETMA executes this Contract.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONTRACTOR

By: _____
Tim Bacon, Chair

Date

By: _____
Gary Richardson, Co-Interim
Chief Financial Officer

Date

APPROVED AS TO FORM

By: _____
Michael N. Conneran, Legal Counsel

Date

EXHIBIT A

SCOPE OF SERVICES

by

MV TRANSPORTATION, INC.

for

Emeryville Transportation Management Association

**Shuttle Operation and Maintenance Services for
Emery Go-Round, West Berkeley, Bayer Mid-Day &
8 to Go Paratransit Shuttles**

Dated: February 1, 2018

1. Background & Administration

The Emery Go-Round and West Berkeley Shuttles serve as the “last mile” transit service, operating between Bay Area Rapid Transit (BART) stations and the businesses and residents in Emeryville and West Berkeley. During the mid-day period, the West Berkeley Shuttle serves as the Bayer Mid-day shuttle providing a campus to campus connection from Dwight Way in Berkeley to 59th Street in Emeryville. The 8 to Go shuttle provides direct shuttle service for senior citizens and people with disabilities within the City of Emeryville. The Emeryville Transportation Management Association (ETMA), in partnership with the City of Emeryville and the Berkeley Gateway Transportation Association, serves as the managing agency for these operations.

MV Transportation, Inc., herein referred to as “Contractor”, will provide shuttle operation services for all three shuttles. Contractor shall report directly to ETMA’s Management Team (currently held by Gray Bowen Scott). The Management Team reports to the ETMA Board of Directors.

The Emery Go-Round Shuttle is funded by a Property and Business Improvement District (PBID) (a property tax assessment on select property owners in the City of Emeryville). The current PBID is set to expire in 2030. The Emery Go-Round service is fare free, with over 1.5 million riders annually.

The 8 to Go Paratransit service is solely funded by the City of Emeryville through grants received from the Alameda County Transportation Commission (ACTC). The 8 to Go Paratransit Agreement is renewed with the City on an annual basis and is contingent upon funding commitments from ACTC.

The West Berkeley and Bayer Mid-Day Shuttle is funded by select property owners throughout West Berkeley, though the Berkeley Gateway Transportation Management Association (BGTMA). ETMA has an agreement with BGTMA to operate these services.

The ETMA is responsible for providing the following:

- a. Vehicles needed to operate the Emery Go-Round and 8 to Go Paratransit Shuttle services,
- b. Fuel for ETMA provided vehicles,
- c. Bus storage and administrative facility,
- d. Establishing routes for service and levels of service,
- e. Cell phones/direct connect devices for drivers and dispatchers.
- f. Preparation of various marketing material including website, publicity notices, route guides, bus stop signs and notices to patrons as required,
- g. On-going format for reporting the various operations and ridership statistical information required by the ETMA,
- h. Liaison with the Contractor’s Project Manager and
- i. Liaison with 511.org and any other public agency, when necessary.

The Contractor is responsible for the services described in the following scope of services and summarized as follows:

- a. Providing management and operation of the four shuttle bus services providing all trained and qualified personnel necessary to independently operate the services including vehicle operators,

day-to-day scheduling, dispatch and supervision, general and administrative management, support and reporting.

- b. Providing Emery Go-Round services in accordance with the Shuttle Operations Protocols, attached as Attachment 1.
- c. Use of the real-time tracking system (RTTS) to ensure driver logins are correct and arrival times are reporting correctly.
- d. Coordination with management team and vendor to troubleshoot issues with the RTTS
- e. Providing and maintaining computers and other equipment as necessary.
- f. Providing the vehicles needed to operate the West Berkeley/Bayer Mid-Day Shuttle.
- g. Providing fuel for West Berkeley/Bayer Mid-Day shuttle vehicles.
- h. Fueling of Emery Go Round and 8 to Go vehicles, using fuel provided by ETMA.
- i. Maintenance of entire fleet of vehicles.
- j. On-going completion of all forms and reports in the manner and within the timeframe prescribed by the ETMA.
- k. Meetings to discuss operational issues, as requested by the ETMA.
- l. Distribution of marketing materials prepared by the ETMA.
- m. Maintenance of bus stop signs.
- n. Ensure NextBus real-time information equipment is working properly. Notify the ETMA of any equipment malfunction.
- o. Providing all services in compliance with the Americans with Disabilities Act (ADA).
- p. Providing its employees with uniforms.

2. Shuttle Service

Contractor shall provide shuttle services per the service descriptions described below:

Emery Go-Round

Emery Go-Round operates out of the MacArthur BART station in Oakland. The service overview for the three routes is shown below:

- Standard Service Period: Monday-Friday from 5:30 AM to 10:30 AM, except during the commute service period.
 - Hollis Route
 - Shellmound/Powell Route
- Commute Service Period: Monday-Friday from 7AM to 10AM and 3PM to 7PM
 - North Hollis Route
 - South Hollis Route
 - North Shellmound Route
 - South Shellmound/Powell Route
 - Watergate Express Route
- Weekend Service: Saturdays from 8:30 AM to 10:30 PM and Sundays from 9:00 AM to 7:00 PM.
 - Shellmound/Powell Route

The route maps and schedules for Emery Go-Round can be found on our website at www.emerygoround.com, under maps and schedules.

West Berkeley/Bayer Mid-Day Shuttle

The West Berkeley Shuttle has only one route which operates out of the Ashby BART Station in Berkeley. The service overview for the West Berkeley service is shown below:

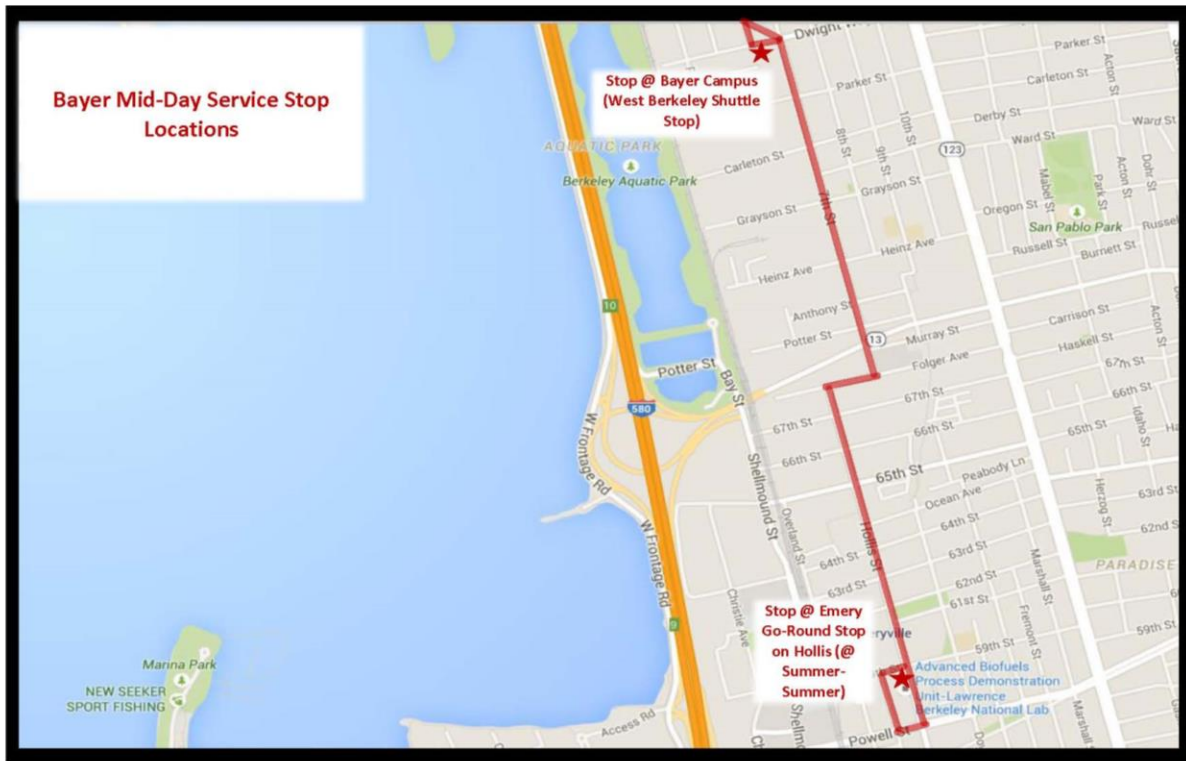
- Days in Service: Monday through Friday (5 days/wk)
- Service Begins/Ends: 5:30AM-10:15AM and 3:00PM-7:15PM
- Headways: 12-15 min

The route maps and schedules for the West Berkeley Shuttle can be found on our website at www.westberkeleyshuttle.net, under Morning and Afternoon Service tabs.

The Bayer Mid-Day Shuttle also has one route which operates from the Bayer Campus on Dwight Way to 59th Street in Emeryville. The route map and schedule for Bayer Mid-Day Service is shown below:

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	



8 to Go Paratransit Shuttle

The 8 to Go Paratransit shuttle operates primarily out of the Emeryville Senior Center (Veterans Hall). The service begins at 8:30AM and ends at 5:30 PM, Monday through Friday. The fleet consists of one

van and per the City's request, is operated by the designated primary driver, every day. The driver of the 8 to Go shuttle coordinates directly with the staff at the City's Senior Center, to receive the daily schedule of passenger pick-ups and drop offs. The driver provides passengers with door to shuttle assistance, including assistance with walking, wheelchairs or carrying of personal items as needed.

All four shuttle services shall be performed on days specified, excluding the following holidays (or other such holidays as the ETMA may designate):

- New Year's Day
- President's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The ETMA may adjust service hours, routes, schedules, service areas, and operating rules so as to accommodate ridership increases or decreases, economic condition changes or changes in operating plans or requirements.

No fares will be collected. The shuttle services are free to riders.

3. Performance Standards

The Contractor will be responsible for providing timely and reliable bus service, as described in the Shuttle Operation Protocols, included as Attachment 1. The ETMA may issue periodic updates to the Shuttle Operation Protocols, as needed.

Adherence to the schedule of operations in rendering the public service called for by these scope of services is of extreme importance. All runs shall be made. In the event no attempt is made by the Contractor to provide a vehicle or personnel for a service run, or if a service run is not provided strictly in accordance with the set schedule or if a service run is interrupted due to equipment failure or for any other reason within the control of the Contractor, such actions may affect Contractor's compensation under the Contract, as described in Section 5 of the Shuttle Operations Agreement.

The Contractor shall conduct a variety of field supervision and monitoring techniques including, but not limited to, daily spot-checks and anonymous checks ("secret shopper services"). The Contractor shall submit records of monitoring and other field supervision activities as part of its monthly reports to the ETMA.

4. Real Time Tracking

The ETMA uses Syncromatics to track its real-time information through the EMERYGO Smartphone App and a mobile website www.egrshuttle.com. The tracking system is used by passengers to track real-time arrival predictions of Emery Go-Round buses. Each bus stop is coded in the tracking system. The real-time information is also programmed as a public feed and can be used by others to display the Emery Go-Round real-time data.

Drivers must login correctly to the real-time tracking system prior the start of each shift and must ensure the login accurately reflects the job they are servicing. Dispatchers must ensure all jobs are reflected correctly in the tracking system. Failure to login correctly to the real-time tracking system will result in performance penalties described in Section 5 of the Shuttle Operations Agreement.

5. Personnel

Gina Munn, Project Manager, and Gregg Eisenberg, General Manager, shall both serve as key personnel responsible for providing the services in accordance with the Shuttle Operations Agreement. ETMA shall be notified immediately of any change in key personnel.

Project Manager

The Contractor shall designate a Project Manager, who shall oversee all aspects of the shuttle service operation. The Project Manager shall be responsible both for the operational management of the service and maintenance. The Project Manager shall report to the ETMA any operational problems, accidents, passenger complaints or vehicular problems on the day of such occurrence. The results of CHP/PUC, DMV, ADA and other vehicular inspections shall also be reported to the ETMA within five days. The Project Manager must be reachable by two way radio during all service hours. The Contractor shall also furnish dispatchers, who will be based out of the MV Yard in San Leandro, during the course of service who shall be responsible for monitoring and supervising drivers reporting for work and during the work shifts. The Project Manager shall be an employee of Contractor and hired specifically for management of the three shuttle services, and shall be the primary liaison between the ETMA and the Contractor on all matters.

Contractor shall not remove or replace Project Manager without prior written approval as long as individual remains in the employ of the Contractor.

Drivers

Drivers shall be employees of Contractor and Contractor shall be solely responsible for payment of all drivers' wages and employee benefits. Contractor, without any cost or expense to the ETMA, shall faithfully comply with the requirements of all applicable state enactments with respect to employees' liability, workers' compensation, unemployment insurance and other forms of social security, and also with respect to withholding of income tax at its source from wages of said driver(s) and furthermore the Contractor shall indemnify and hold harmless the ETMA from any liability, damages, claims, costs, and expenses of whatever nature arising from alleged violation of such enactments or from any claims or subrogation for in such enactments or otherwise.

All drivers furnished shall be tested by the Contractor for their driving skills, operating performance and safety habits before being placed in service. The Contractor will participate in the DMV Pull Notice program and submit any pull notices to the ETMA at least annually and throughout the year as received. The Contractor shall also comply with any required Federal Highway Administration regulations governing drug testing or other driver safety measures. As a minimum, drivers shall meet the following:

1. Shall provide the services in accordance with the Shuttle Operation Protocols, included as Attachment 1.
2. Must possess a valid California Commercial Class B Driver's License, with Passenger Endorsement and air brakes.

3. New hires shall have no moving violations or accidents within the immediately preceding twelve (12) month period before hire and no more than one (1) moving violation or accident within the immediately preceding three-year period before hire. Drivers must have no more than one (1) moving violation or accident within the contract term. No new hire or driver may have convictions for misdemeanor or felony driving under the influence (DUI) or failure to appear. Contractor shall provide the ETMA with a DMV report on all drivers each January and on all new drivers at the time of hire.
4. Must be fluent in English, both verbally and in reading and writing.
5. Will wear a clean uniform. Uniforms will at a minimum consist of dark pants and branded shirt, or as otherwise determined by the ETMA and Contractor.
6. Shall not use a cell phone at any time while driving the shuttle. Direct connect radios may be used to communicate with dispatcher's as necessary.
7. Not be under the influence of any narcotic, intoxicant, drug or prescribed medicine or other substance.
8. Keep the vehicle clean and sanitary during the work shift. Remove newspapers and other debris before starting each shift.
9. Shall keep a daily log of arrival and departure time and number of passengers boarding and alighting at drop-off and pick-up areas (see Attachment 1, Shuttle Operation Protocols).
10. May be required to issue bulletins and other materials and perform occasional surveys or other actions as required by the ETMA.

ETMA rules for proper behavior, passenger relations and other operator/vehicle-related items as distributed from time to time will apply to the Contractor's drivers.

Dispatchers

The dispatcher(s) shall direct all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions. Dispatchers shall have responsibilities in the supervision of operators, including management of report times, vehicle assignments, distribution of bulletins and other information. They shall also be trained in reasonable suspicion and be responsible for assessing fitness for duty. This position acts in compliance with the ETMA policies in accordance with MV operating procedures. Dispatchers shall utilize the real-time tracking system reporting and live map, as well as the 2-way radios, to monitor service throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies. Standby operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher shall also coordinate with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms. The dispatcher shall report to the Project Manager. MV will staff this position as needed to fulfill contractual obligations as required.

Road Supervisors:

Road supervisors shall be stationed in the field to monitor on-road activities. These individuals ensure the safe and efficient operation of all vehicles, making sure service is high quality. Road supervisors respond to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach. Road supervisors are strategically placed within the service area in a way that minimizes response time. They are dispatched to the scene of any

breakdowns, incidents/accidents, etc. Road supervisors report directly to the Project Manager. MV will staff this position as needed to fulfill contractual obligations as required.

Mechanics:

MV will staff this position as needed to fulfill contractual obligations as required.

A-Mechanic: A-level mechanics are the highest-level line mechanic. Under general supervision, a-level mechanics perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

B-Mechanic: B-level mechanics perform a variety of preventive maintenance and minor repairs. Tasks include maintenance, troubleshooting, diagnosis, and/or repairs to a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmission, and steering and suspension. They complete work orders and PMI forms with comments.

C-Mechanic: C-level mechanics perform minor repairs at the direction of the A-Level or Level mechanics. Regular duties include oil changes, tire changes, fluid replacement, and all other minor repairs as necessary.

Training

Contractor shall provide thorough training for all its personnel in the proper performance of their duties. The Contractor's training program and schedule is subject to ETMA's approval.

Contractor's employees providing services under the Agreement shall receive proper training and instruction at the time of hiring, and prior to being assigned to the service. MV's training shall consist of adult geared learning tools that prepare employees to be the best at their job. The training tools that shall be taught and distributed to employees include:

- MV Employee Handbook
- Operator Training Manual
- Continuity of Operations Plan
- Safety Manual & Safety Culture Guide

An Internal Corporate Database that MV's Project Manager, Gina Munn, will have access to, backs the curriculum that MV's employees are taught. MV's Human Resources and Operations teams have spent years fine-tuning and compiling Standard Operating Procedures (S.O.P.'s) that handle any possible scenario. Some examples of these S.O.P's are:

- Preventability Determination Guide
- System Security and Emergency Preparedness Plan (SSEPP)
- System Safety Program plan (SSPP)
- Mobility Device Check
- Ride Check
- Safety Awards
- Safety Meeting Elements

Corporate Policy Statement

- Incident Preventability
- Bloodborne Pathogens
- Altering or adding equipment on vehicles
- Backing Vehicles
- Battery Safety
- Pre and Post Trip Vehicle Inspections
- Bus Lock Out
- Buses - Headlights Full Time Use
- Cell phones
- Compliance with Regulations
- Compressed Gases - Handling and Storage
- Driver Refresher Training
- Drivers - Annual Review of Driving Records
- HAZCOM (Right To Know)
- Multiple Mobility Devices - Deboarding
- Passenger Seat Belt Policy
- Respiratory Protection
- Drivers - Prepared for work
- Drivers - Providing First Aid

Maintenance Policies

- VM-001 Vehicle Transfer policy
- VM-002 Personal protective equipment
- VM-003 Body Damage
- VM-004 DVI Reporting
- VM-005 Lift policy
- VM-006 Core handling
- VM-007 Vehicle cleaning
- VM-008 Facility Cleaning
- VM-009 Fuel and fluid Tracking
- VM-010 Road call and Towing
- VM-012 Wheel Torque

General Safety Guidelines

- Energized Circuits and Equipment
- Facility Emergency Action Plan
- Flammable Liquids - Handling and Storage
- OSHA Record Keeping Requirements
- OSHA Inspections
- Welding operations
- Portable Fire Extinguishers
- Safety Meetings
- Wheel Chair Drop Off
- Wheel Chair Pick Up
- Injury Investigations - Supervisor Responsibility
- Speed Limits
- Incident Accident Reporting
- Drive Cam
- Air Brake Vehicle Securement
- Driver Safety Awards
- New Driver Hires Assessment
- Safety Cones (Backing/Parking)

- VM-013 Purchase Order Tracking
- VM-014 MSDS
- VM-015 Tire Policy
- VM-016 major expense approval
- VM-017 Wheelchair lift safety
- VM-018 Monthly Mileage Reporting policy
- VM-019 Shop Audit process
- ASE Certification Bonus
- Maintenance Tool Insurance
- Tool Inventory Master Copy
- Tool Waiver

Above and beyond Class B-P licensing requirements, Contractor's driver training program must include, but not limited to, periodic re-training including:

1. Eight (8) hours of behind-the-wheel instruction (must be one-on-one) including emergency preparedness and evacuation procedures.
2. Four (4) hours of defensive driving instruction (encompassing the National Safety Defensive Driving course).

3. Four (4) hours of training in assistance of elderly and/or disabled passengers. This training must include wheelchair lift operation involvement of persons with various disabilities (vision impaired, developmentally disabled, frail elderly, wheelchair-bound), and/or empathy training.
4. A full investigation and re-training program will be a requirement for each driver who experiences a preventable accident. Driver will not be placed back in service until the investigation is completed and retraining has successfully been completed. Driver must be retrained as soon as possible following the accident. The investigation shall also occur within three days of any preventable accident.
5. Advanced training for all existing, trained drivers conducted annually; this must be at least eight (8) hours long and include an overview of all elements in the new driver training program as described above.

Driver Incentive Program

The ETMA expects that Contractor's drivers shall conduct self and operate assigned vehicle in a safe, professional and courteous manner at all times. Contractor shall employ the following driver incentive program to reward excellent driver performance.

Monthly DriveCam Safe Driver Recognition Award:

MV recognizes operators that exhibit techniques and skills that help avoid a serious accident and/or a passenger incident using DriveCam. Operators selected receive a personal call from MV's COO; a framed DriveCam Safe Driver Certificate, and a \$500 new cash payment which is presented during the monthly safety meeting. The award is announced in MV's newsletter along with a photograph of the operator and a biographical profile. A copy of the DriveCam clip is forwarded to all managers for viewing at their monthly safety meetings.

The Katherine McClary Operator Award:

This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.

Safety Pins and Patches:

Operators are given safety pins and patches for each year completed without a preventable accident or injury.

6. Bus Storage and Administration Facility

Contractor shall use ETMA's Bus Storage and Administration Facility located at 1300 67th Street in Emeryville. The Project Manager, dispatcher and drivers will be based at this location. The Contractor will also use their existing facility located at 1944 Williams St. in San Leandro. Vehicle service workers and maintenance technicians will be based at this location and used when needed to fulfill contractual obligations as required.

The existing administration facility is equipped with furniture, copier/fax/printer, phones, internet and phone service, and utilities are provided. ETMA will continue to provide furniture, internet, phone

service and utilities for the facility. Contactor shall be responsible for providing and maintaining all phones, copiers, printers and computers needed to perform the duties of the shuttle operation.

ETMA will be responsible for office cleaning services and site maintenance for the bus yard and administration facility.

In the event ETMA relocates its bus yard facility during the term of this contract, all Contractor cost associated with moving the existing facilities to the new facility will be covered by the ETMA. ETMA reserves the right to request the Contractor to provide documentation demonstrating cost impacts associated with the new location (positive or negative).

All bus maintenance duties shall be performed off-site at a CHP approved maintenance facility, with the exception of vehicle inspections, including fluid checks and light bulb replacements.

7. Fuel

ETMA will cover the cost of fuel for the Emery Go-Round and 8 to Go fleet. This is currently provided through an agreement with AC Transit. Contractor is to fuel buses off site at AC Transit's Division 2 Facility located at 1140 45th Street in Emeryville. Contractor will be required to fuel buses during the authorized times provided by AC Transit (shown below):

Fuel Schedule:

Monday - Thursday	5:30 AM to 4:00 PM
Friday	5:30 AM to 8:00 PM
Weekends	No Fueling Allowed

In the event this fueling arrangement with AC Transit ends, the ETMA will make arrangements for another fueling facility.

Contractor is responsible for providing fuel for the West Berkeley and Bayer Mid-Day Shuttle services.

8. Maintenance & Fleet

Maintenance will be performed at 1944 Williams St. in San Leandro. This is a facility that is owned by the Contractor. Contractor is responsible for maintenance of all shuttle vehicles.

At all times, the Contractor shall ensure maintenance of all components of each vehicle is performed at a CHP-approved facility, including body, frame, furnishings, mechanical, electrical, hydraulic or other operating systems to ensure in proper working condition free from damage and malfunction. The Contractor shall employ preventative maintenance principles as defined in the Original Equipment Manufacturer (OEM) maintenance schedule. In accordance with the OEM for each vehicle, Contractor will provide the ETMA with a schedule of all preventative maintenance and major services planned for each vehicle each calendar year. The ETMA will be notified of any vehicle coming out of service for more than one week for any reason. Contractor will furnish the ETMA with a copy of the most recent CPUC, DMV and CHP certification/inspection reports for each vehicle. Contractor shall also ensure all vehicles are in compliance with Air Resource Board regulations.

The Contractor will furnish and maintain all necessary support vehicles in order to ensure field supervisor mobility, shuttles for drivers, coordination of service, road call maintenance, and vehicular towing throughout the service area at all times. Project Manager will have a van capable of carrying up to 7 passengers for these purposes.

CHP/CPUC, DMV Inspections

The Project Manager shall promptly notify the ETMA of results of all California Highway Patrol inspections and (if relevant) California Public Utilities Commission and DMV primary and follow-up inspections and regulatory actions.

Vehicle Condition

The Contractor shall maintain the vehicles in good working order, both operationally and in appearance. Vehicles shall be free of body damage, peeling paint and graffiti. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. The Contractor, at Contractor's cost, shall immediately replace and repair any vehicle damaged in any accident or otherwise before bus is used in service.

The Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the period of the contract. If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the ETMA immediately and state what is being done to correct the deficiency.

The exterior and interior of each vehicle shall be kept clean, visibly free of debris, vermin and odors, etc. Contractor to maintain a log book of cleaning operations, available to ETMA upon request.

The Contractor shall maintain all wheelchair lifts and fastening devices are in full operating condition and ensure that wheelchair lifts be cycled daily: prior to beginning the service day, and again as necessary throughout the service day. During all preventative maintenance inspections, the lift shall be checked to ensure it is capable of lifting 600 pounds.

With the exception of ETMA's Dodge Sprinter van, the fleet is exempt from California vehicle registration fees.

All Emery Go-Round vehicles are equipped with the Syncromatics real-time tracking tablets, LED route displays, bike racks and wheelchair lifts.

Contractor shall install DriveCam hardware on all ETMA provided vehicles as well as the contractor provided West Berkeley Shuttle vehicle.

Contractor shall provide and maintain all vehicles needed to operate the West Berkeley and Bayer Mid-Day shuttles.

ETMA's Emery Go-Round/8 to Go Fleet

Vehicle #	Make	Type	Year
103	Thomas	Transit Coach	2002
110	International	Cutaway	2007
111	International	Cutaway	2007

114	El Dorado EZ Rider	Transit Coach	2007 (2010 Engine)
2107	International	Cutaway – Hybrid	2010
487	International	Cutaway	2013
683	International	Cutaway	2013
065	International	Cutaway	2014
066	International	Cutaway	2014
067	International	Cutaway	2014
068	International	Cutaway	2014
207	International	Cutaway	2014
208	International	Cutaway	2014
215	International	Cutaway	2015
216	International	Cutaway	2015
220	International	Cutaway	2015
920	International	Cutaway	2016
921	International	Cutaway	2016
922	International	Cutaway	2016
649	International	Cutaway	2016
650	International	Cutaway	2016
651	International	Cutaway	2016
696	International	Cutaway	2017
697	International	Cutaway	2017
698	International	Cutaway	2017
V111	Dodge Sprinter	Van	2007
V743	Dodge Caravan	Van	2016

9. Customer Service

The Contractor shall provide courteous drivers, fluent in English and able to answer basic questions about the service schedule and route and connecting Bay Area public transportation services, drive the assigned route safely and on schedule, place marketing material on the vehicle as requested, and respond to customer phone inquiries. Route guides, provided by ETMA, shall be kept available on all buses.

The ETMA provides printed material and advertises the service through a variety of media, and acts as the liaison with all local officials, employers and developers in connection with the operation of the service. However, from time to time the ETMA may request that the Contractor prepare and post simple notices or schedules in vehicles and assist in collection and distribution of surveys and other pertinent data as required by the ETMA.

10. Reporting Requirements

Contractor is required to record basic operational reporting details such as mileage, passenger counts and hours of service each day of operation. The Contractor will also provide accident reports, incident reports and other special reports, as required. Daily, weekly and monthly report formats and procedures are defined in the Shuttle Operation Protocols, included as Attachment 1. Reporting is subject to change by the ETMA.

11. Records

Contractor shall provide the ETMA such access to its books, records and facilities as the ETMA deems necessary to examine, audit and inspect all work data, documents, and activities related to the Contract. The Contractor shall maintain such books, records, data, and documents based on generally accepted accounting principles as required by the ETMA's uniform system of accounts. All costs pertaining to this Contract shall be appropriately segregated by the Contractor. All such items shall be made readily accessible to the ETMA during the period of performance and for a period of four (4) years from the date of final payment by the ETMA.

The ETMA or their designee, the State, or the State Auditor General shall have access to any books, records and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Safety and Maintenance Records

Contractor shall maintain a safety program as follows.

Safety Inspections:

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance. These inspections include (at minimum) monthly safety inspections conducted by the general manager, and the following annual inspections:

Safety Management Inspections:

These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.

Maintenance Safety Inspection:

These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.

System Safety Program Plan (SSPP):

MV's System Safety Program Plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures. A copy of this plan is available upon request.

System Security and Emergency Preparedness:

The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures. MV's SSEPP was developed in cooperation with the U.S. Department of Transportation's Federal Transit Administration (FTA), Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program. A copy of this manual is available upon request.

Contractor shall maintain safety and maintenance records. At any time upon request by the ETMA, the Contractor shall be prepared to provide complete records of the following:

1. Company safety records for the past three (3) years.
2. Driver training procedures.
3. Department of Motor Vehicle status reports or pull notices on the licenses of shuttle vehicle drivers and supervisors (including reports of moving violations and accidents).
4. Vehicle maintenance records. Failure to provide the above records may cause the ETMA to withhold payment of invoices and/or terminate the Agreement if the Contractor has not rectified the deficiencies within thirty days of written notice from the ETMA.

12. 8 to Go Paratransit Shuttle – Additional Driver & Reporting Requirements

The Contractor shall provide one primary designated driver and one secondary driver to operate the 8 to Go Paratransit shuttle, a contracted service between the ETMA and the City of Emeryville. The primary designated driver should have the patience and personality to work with senior citizens and people with disabilities, and shall have the physical ability to assist patrons in and out of the shuttle van. The secondary driver should only operate the 8 to Go Paratransit shuttle in the event the primary driver is out ill, on vacation or cannot physically perform the duties required to operate the shuttle. In particular, both primary and secondary driver shall be trained and/or certified to properly load and secure wheelchairs in the vehicle.

The driver of the 8 to Go Paratransit shuttle is responsible for completing the daily reports required by the City. These reports generally consist of a daily log of passenger pick-up and drop off times and any incidents or missed service that may have occurred that day. The Contractor is responsible for assuring the driver completes the reports accurately and will be responsible for submitting reports to the City of Emeryville at least on a monthly basis.

13. West Berkeley & Bayer Mid-Day Shuttle – Additional Vehicle & Driver Requirements

The Contractor shall provide two (2) shuttle buses to carry no less than 30 passengers and be no more than forty (40) feet in length to operate the West Berkeley Shuttle, one of which will be used to operate the Bayer Mid-Day service. The buses should be white, free from any other logos or branding, clean, no more than 5 years old, in good working condition and free from any exterior or interior damage. ETMA will require bus to be branded with West Berkeley Shuttle logo/decals. As mentioned above, Contractor will be responsible for providing fuel for this bus.

Two primary and one secondary driver shall also be designated to the West Berkeley Shuttle route. Additionally, one designated driver shall be designated to the Bayer Mid-Day Shuttle route. The secondary driver, when not being used as a substitute to the primary West Berkeley or Bayer Mid-Day Shuttle drivers, could be a dispatcher or regular driver for the Emery Go-Round shuttle operation.

SHUTTLE OPERATION PROTOCOLS

Introduction

The purpose of these protocols is to define the ETMA Management Team's expectation for the Emery Go-Round Shuttle operation. The protocols are subject to change as new best practices are identified. The ETMA Management Team will notify the Operations Manager of any changes to these protocols for distribution to the shuttle operations team.

Operations Manager/Dispatcher Attendance

The role of the Operations Manager & Dispatcher is vital to the shuttle operation. The Operations Manager and/or Dispatcher must be in the Emery Go-Round Office between 6AM and 11PM Monday through Friday and 8A and 5P Saturday and Sunday, to manage the operation and provide customer service, except when dealing with Emery Go-Round operation matters in the field. If the Operations Manager and/or Dispatcher will be absent, she/he must designate a person to fill-in in her/his absence and must notify the ETMA Management team of her/his absence and provide contact information for the designated fill-in.

For planned absences, notice must be provided to the ETMA Management Team 3 days prior to the absence. For unplanned absences, notice must be provided as soon as possible.

Operator Check-in

1. Operator shall arrive to work 30 minutes prior to their first scheduled departure time, to conduct their pre-trip inspection and to allow sufficient time to arrive to their first designated stop.
2. Prior to leaving the bus yard, Operator must log in to the real-time tracking system. **Operator must ensure they are logged into the real-time tracking system correctly.** *Failure to log in correctly could result in penalties as outlined in the Operations Agreement.*
3. Prior to leaving the bus yard, Operator must activate their LED Headsign to display their designated route. **Operator must ensure their LED Headsign is displaying their route accurately.**
4. The Management/Dispatch Team shall conduct an Operator check-in prior to the start of each shift to ensure all Operators are on target to begin service as scheduled. This includes: Radio checks and Real Time Tracking (RTT) checks. Management/Dispatch will ensure that the RTT equipment is working and buses are showing up on RTT tracking screen, as well as making sure that the Operator has logged in correctly. *Failure to log in correctly could result in penalties as outlined the Operations Agreement.*
5. At the start of each shift, the Management/Dispatch Team shall verify ALL vehicles are appearing in the real-time tracking system as scheduled. This should be done within 15 minutes from the start of each Operators shift. If a vehicle is NOT appearing in the tracking system, the Management/Dispatch Team shall take the necessary steps to correct. If there is a technical issue with the tracking system which cannot be immediately corrected, Management/Dispatch Team shall

immediately post an alert on the real-time tracking system and notify ETMA Management and the real-time tracking system support team.

6. If an Operator is absent or unresponsive at the time of check-in, the Management/Dispatch Team shall immediately implement a back-up plan for coverage and proceed with the **Notifications of Delays/Rider Alert Postings** protocol described below.

Service Breaks (≤20 minutes)

1. Prior to each service break, Operator must switch the LED Headsign display to “Out of Service” BEFORE arriving to their last designated stop to inform riders that they will not be picking-up passengers.
2. Additionally, Operator must switch their real-time tracking system to “Go On-Break” prior to departing their last designated stop.
3. When returning from a service break, Operator must switch their LED Headsign to their designated route PRIOR to arriving to their first designated stop, to inform passengers that they are in service.
4. Additionally, Operator must switch their real-time tracking system to “Return from Break” PRIOR to arriving to their first designated stop.

Extended Service Breaks (>20 minutes)

1. Prior to each extended service break, Operator must switch the LED Headsign display to “Out of Service” BEFORE arriving to their last designated stop to inform riders that they will not be picking-up passengers.
2. The operator must LOG OFF of the real time tracking system prior to departing their last designated stop (ie: BART).
3. When returning from an extended service break, Operator must log in to their real-time tracking system before they leave the yard OR at least 5-10 minutes PRIOR to arriving to their first designated stop, if they are not coming from the yard.
4. Additionally, Operator must switch their LED Headsign to their designated route PRIOR to arriving to their first designated stop, to inform passengers that they are in service.

Driver Layover and Break Locations

1. No parking on 40th Street during the commute periods (7AM-10AM & 3PM-7PM). Buses should pull into the EGR shuttle zone at BART for layover.
2. Layover time is not break time. Break times are defined on the driver manifest. During layovers, drivers should remain on the bus to allow passengers to board while waiting for departure. In situations, when a driver needs to use the restroom during a layover, they can park and lock the bus in the EGR shuttle zone to use the restroom only. Smoking during layover time in the BART Shuttle zone is not allowed.
3. Drivers are allowed to park on 40th Street during the standard service hours (before 7AM, between 11AM and 3PM and after 7PM), but never longer than 20 minutes.

4. Drivers should no longer circle the block when arriving early at the BART Station. Drivers shall remain in the EGR shuttle zone to allow passengers to board while they wait for their next departure time. Headsigns & tablets should remain “in service.”
5. BREAK LOCATION- Drivers must leave BART and immediate surrounding areas during breaks that are longer than 20 minutes to reduce overcrowding in the area.

Passenger Loading/Off-Loading Procedure

1. Passengers shall board/off-load at designated shuttle stops ONLY. Operator shall NOT allow passengers to board the shuttle once it has departed from the designated stop location. Operator shall NOT allow passengers to board or off-loading in any undesignated locations, unless directed otherwise by Management.
2. Operator shall allow sufficient time before departing each stop, for passengers to take their seat or to position themselves securely in the aisle, before departing each stop location.
3. Operator shall avoid abrupt acceleration, stops and turns to avoid the risk of passengers falling during transport.

On-Time Performance (OTP)

The ETMA has established On-Time Performance criteria to ensure Emery Go-Round service reliability. **The required On-Time Performance metric is 90%.**

Time Point Locations

Each service route shall have the following designated Time Point Locations. Operators shall use the designated Time Point locations to hold if they are running early.

STANDARD SERVICE ROUTES

Hollis Route:

- MacArthur BART Station
- Horton @ 59th Northbound (Amtrak Station)
- 9th Street @ Anthony (Berkeley Bowl)

Shellmound/Powell Route:

- MacArthur BART Station
- 65th Street @ Shellmound
- The Towers

COMMUTE SERVICE ROUTES

North Hollis:

- MacArthur BART Station
- 9th Street @ Anthony (Berkeley Bowl)

South Hollis:

- MacArthur BART Station
- Horton @ 59th Northbound (Amtrak Station)

North Shellmound:

- MacArthur BART Station
- 65th @ Shellmound

South Shellmound/Powell:

- MacArthur BART Station
- The Towers

Early Departures

1. Early departures from the BART Station are *NOT* acceptable. Operators must hold for their scheduled departure time.

2. If Operator is running early along the route, they must hold at their next designated time point location. Early departures at designated Time Point locations are *NOT* acceptable and *could result in penalties as outlined in the Operations Agreement*.

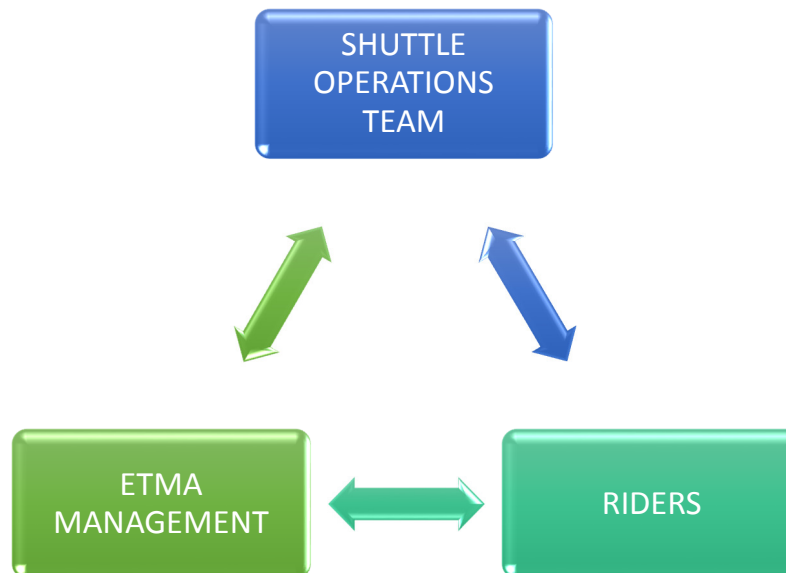
Service Delays

1. Delays of less than 5 minutes will *NOT* be counted as “late departures” on the OTP reports. Delays of 5 minutes or more will be recorded as a “late departure” on the OTP report. Any delays of 10 minutes or more shall be reported as described under **Notifications of Delays/Rider Alert Postings** protocol, below.
2. If the Operations Manager identifies a trend of recurring delays in one particular area (and/or a particular time of day), they should notify ETMA Management and begin tracking actual times between stops for a minimum period of one week. If necessary, data analysis shall be provided to ETMA Management staff for consideration of schedule adjustments.

Communication

The most critical component in sustaining a reliable shuttle service is communication.

Communication between the Shuttle Operators and the Operations Manager, communication between the Operations Manager and the ETMA Management Team and communication with our riders.



Notifications of Delays/Rider Alert Postings

For delays of **10 minutes or more**, the Operations Team must follow the steps below:

1. Operator must immediately report the delay to the Operations Manager/Dispatcher (via 2 way radio).

2. Operator must immediately post the following notice on the EGR real-time tracking system to notify passengers of the delay (if the cause of the delay has been determined, proceed to item 6 below):

" (ROUTE NAME) _____ Route is currently experiencing delays of (# of MIN. DELAYED) _____ minutes. We are looking into the issue and will post more information as it becomes available."

3. Operations Manager/Dispatcher must immediately investigate the cause of the delay and determine a plan of action to resume service as scheduled, if feasible. This should occur within 20 min of notice from Operator.
4. Operations Manager/Dispatcher must notify all other Operators of the delay, so they can notify passengers waiting for the delayed shuttle at the BART Station.
5. Operations Manager/Dispatcher must notify ETMA Management Team of the delays and, if applicable, proposed mitigation to resume service as scheduled. If the ETMA Management Team is not available, proceed with step 6 below.
6. Operations Manager/Dispatcher must post the following alert on the real-time tracking system **(note – please include date and time of posting when issuing Rider Alerts on the real-time tracking system):**

" (ROUTE NAME) _____ Route is currently experiencing delays of (# of MIN. DELAYED) _____ minutes, due to (CAUSE OF DELAY) _____. Service is expected to resume as scheduled at (LIST ESTIMATED TIME)."

For anticipated delays caused by predetermined impacts such as lane closures or absent Operators, post the following alert:

"Expect Delays on (DATE/TIME) _____, on the (ROUTE NAME) _____ Route, due to (CAUSE OF EXPECTED DELAY) _____. Service is expected to resume as scheduled on/at (DATE/TIME) _____."

Examples of "Cause of Delays" include:

- High-level of Traffic Congestion
- Road OR Lane Closures (name street/location)
- An Absent Operator
- An Incident Involving an Emery Go-Round Shuttle
- A Shuttle Breakdown

In addition to the Rider Alert posting on the real-time tracking system, the ETMA may also develop a "Notice to Riders" of anticipated service impacts. Operations Manager shall ensure the Notice to Riders are posted on the respective shuttles and/or bus stop signs as requested by ETMA.

Customer Service

Operations Manager/Dispatcher shall be professional, respectful & helpful to anyone calling or emailing with inquiries.

Operations Manager/Dispatcher shall respond to email inquiries in a timely manner, and as follows:

- Email inquiries delivered Monday – Friday between the hours of **8am – 5pm**, shall be responded to ASAP or within 2 hours of receiving the email.
- Email inquiries delivered Monday – Friday between the hours of **6pm – 8am**, shall be responded to upon arriving to work the next business day, but no later than 9am.

Operators shall exude a professional demeanor and must be respectful of passengers at all times.

Operators shall be helpful to those passengers inquiring about routes and/or how to get to their destination.

When making the last drop at the BART Station, prior to going out of service, Operator shall notify the passengers waiting to board the shuttle, that he/she is going out of service and provide passengers with the estimated arrival time of the next shuttle.

In the event another route is significantly delayed and there are passengers waiting or inquiring about the delayed shuttle, Operator shall kindly notify those passengers waiting at the BART Station of the delay and the estimated arrival time of the next shuttle.

Incident Reporting

An incident could include any of the following: Shuttle Fire, Shuttle Fatality, Major Accident, Operator Injury, Passenger Injury, Operator Assault, Injury Accident, Media Event, Terrorist Incident, Pedestrian Knock-down, Passenger Assault, Multiple Collision, Vehicle Theft, Power Outage, Passenger Robbery, Operator Robbery, Natural Disaster, etc.

In addition to the safety & reporting protocols established by the Shuttle Operations Management & Safety team, the Emery Go-Round operations team must also follow the protocols listed below in the event of an incident, as summarized below:

1. Operator must **immediately** report the incident to the Shuttle Operations Manager, Dispatcher OR the General Manager, if Operations Manager or Dispatcher are not available.
2. **Within 4 hours of the incident** - Operations Manager OR Dispatcher must issue the following notification to those listed on the Incident Reporting Distribution list below:

“An incident/accident occurred ____ (date) ____ at ____ (time) _____. There were ____ (# of Injuries) ____ injuries. Service ____ (was/was not) ____ impacted. More information on this matter to follow.”

INCIDENT REPORTING DISTRIBUTION LIST

Name	Title	Email	Phone
Roni Hatstrup	Executive Director	roni@graybowenscott.com	(925) 899-4246
Karen Boggs	Operations Administrator	karen@graybowenscott.com	(925) 899-2360
Mary Grinbergs	Executive Assistant	mary@graybowenscott.com	

Passenger Counting & Over Capacity Reporting

Operator will use handheld counters to count passengers entering and exiting the vehicle at each stop.

Operator must immediately notify Operations Manager/Dispatcher if their vehicle reaches capacity.

Operator must also report the following on their daily manifest:

Did your shuttle reach capacity? (Y/N)

If yes, what was the approximate time? _____ AM/PM

Were you required to pass-up passengers waiting at a bus stop(s)? Y/N

If yes, please list stops passed due to over-capacity: _____

All reports of capacity issues, must be listed on the weekly Issues Log, described under Operations Reporting below.

Operations Reporting

Operators shall complete daily manifest to track their time and to report on any capacity issues and/or vehicle damage. Sample shown as **Appendix C**.

The Operations Manager shall furnish the following reports to the ETMA Management Team, which are described in more detail below:

1. Weekly Reports – due 11:00AM each Monday:

Operations Manager shall track ALL issues which have impacted service, including service delays, missed trips, incorrect log in's, etc. on the Service Issues Log. The Operations Manager shall also track issues related to the real time tracking tablets on the Tablet Issues Log. Both are attached as **Appendix A**. Operations Manager shall submit these logs for the prior week each Monday, no later than 11:00AM, or the next working day if Monday is an observed holiday.

2. Monthly Reports – due the 10th of each Month:

Operations Manager shall submit the completed Monthly Operations Report and tracking log attachments no later than the 10th of each month. The Monthly Operations Report is attached as **Appendix B**. The Monthly Report attachments shall include the following tracking logs:

- a. Monthly Operations Report
- b. Incidents Log
- c. Complaints & Compliments Log
- d. Monthly Ridership Counts
- e. Monthly Wheelchair Counts



SERVICE ISSUES LOG

(to be submitted to TMA Management Weekly)

For the month of:	<i>enter month here</i>
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[illegible]

[illegible]



Monthly Operations Report

Reporting Month & Year:

1. Were there any trends or significant service impacts this month? (Yes/No)

2. If yes, please provide a brief summary below. Be sure to indicate route name and approximate time of day, if

3. Number of Incidents Reported (*see incidents reporting log for details*):

4. Were any injury incidents reported? If yes, please indicate how many.

5. Number of Compliments Received (*see compliments log for details*):

6. Number of Complaints Received (*see complaints log for details*):

7. Were there any service impacts caused by vehicle breakdowns? (Yes/No)

8. If yes, how many service impacts were attributed to vehicle breakdowns?

9. Were there any Missed Trips this month?

10. If yes, please indicate how many.

11. Were there any Operator resignations this month? (Yes/No)

12. If yes, please list names of the drivers who have submitted their resignation notice and their reason for resigning.

13. Has a replacement Operator been identified? If yes, please indicate start date.

INCIDENTS LOG

[illegible]

COMPLIMENTS & COMPLAINTS LOG

[illegible][illegible]

Month: Jan-17

[illegible]

MONTHLY WHEELCHAIR BOARDINGS

[illegible]



EMERY GO ROUND MANIFEST COVER SHEET

POWELL / NORTH POWELL JOB # 13

Appendix C

NAME : _____
 DATE : _____
 BUS # : _____
 NEXTEL : _____
 START MILEAGE : _____
 FIRST PICK UP MILEAGE : _____
 LAST DROP OFF MILEAGE : _____
 RETURN TO YARD MILEAGE : _____

START TIME : 5:35 12:05
 LEAVE THE YARD TIME: 5:47 12:10
 FIRST PICK UP : 6:05 12:20
 SPLIT START: *****
 SPLIT END: *****
 LAST DROP OFF TIME : 11:24 15:17
 RETURN TO YARD TIME : 11:34 15:27
 END TIME: 11:39 15:32
 FUEL: _____

w/c

PASSENGER COUNT :

REGULAR	Job # 13	Bart	40th / Emery (WB)	Shellmound / Bay (Ikea)WB	Shellmound Puble Market	65th / Shellmound	Christy @ Public Mkt	Watergate Towers	Police Fire	Shellmound / Bay Ikea	Bart	Pass Counts
Start Time 5:35-11:05	Powell	6:05 AM	6:09 AM	6:13 AM	6:15 AM	6:18 AM	6:20 AM	6:26 AM	6:31 AM	6:37 AM	6:45 AM	
NORTH POWELL	Job # 13	Bart	Christy @ Trader Joe	Shellmound Puble Market	65th / Shellmound	Christy @ Public Mkt	Bart	Passenger Counts	OVERCAPICTY REPORTING Did your shuttle reach capacity? (Y/N) _____ If yes, what was the approximate time? _____ AM/PM Were you required to pass-up passengers waiting at a bus stool(s)? Y/N If yes, please list stops passed due to over-capacity: _____			
NORTH	Powell	7:00 AM	7:08 AM	7:11 AM	7:14 AM	7:18 AM	7:30 AM					
NORTH	Powell	7:40 AM	7:48 AM	7:51 AM	7:54 AM	7:58 AM	8:10 AM					
NORTH	Powell	8:20 AM	8:28 AM	8:31 AM	8:34 AM	8:38 AM	8:50 AM					
NORTH	Powell	9:00 AM	9:08 AM	9:11 AM	9:14 AM	9:18 AM	9:30 AM					
NORTH	Powell	9:40 AM	9:48 AM	9:51 AM	9:54 AM	9:58 AM	10:10 AM					
Start Time 12:00-15:25	Job # 13	Bart	40th / Emery (WB)	Shellmound / Bay (Ikea)WB	Shellmound Puble Market	65th / Shellmound	Christy @ Public Mkt	Watergate Towers	Police Fire	Shellmound / Bay (Ikea)	Bart	Pass Counts
REGULAR	Powell	10:10 AM	10:14 AM	10:18 AM	10:20 AM	10:23 AM	10:25 AM	10:31 AM	10:36 AM	10:42 AM	10:50 AM	
BREAK												
REGULAR	Powell	12:15 PM	12:19 PM	12:23 PM	12:25 PM	12:28 PM	12:30 PM	12:36 PM	12:41 PM	12:47 PM	12:55 PM	
REGULAR	Powell	1:00 PM	1:04 PM	1:08 PM	1:10 PM	1:13 PM	1:15 PM	1:21 PM	1:26 PM	1:32 PM	1:40 PM	
REGULAR	Powell	1:45 PM	1:49 PM	1:53 PM	1:55 PM	1:58 PM	2:00 PM	2:06 PM	2:11 PM	2:17 PM	2:25 PM	
REGULAR	Powell	2:30 PM	2:34 PM	2:38 PM	2:40 PM	2:43 PM	2:45 PM	2:51 PM	2:56 PM	3:02 PM	3:10 PM	

BY signing this _____, I certify that the dates, time and hours worked above accurately reflects all hours that I have worked during the time period covered by this _____. I also verify that I have been advised of my right to received meal periods and rest breaks according to Company policy

COST FORMS
FORM 1.1 - EMERY GO-ROUND OPERATIONS FIXED COST WORKSHEET

FIXED COSTS - OPERATIONS			
	2018	2019	2020
PERSONNEL			
Annual Wages (itemize by position below)			
Project Manager	\$ 59,702.42	\$ 60,719.01	\$ 61,896.35
Dispatcher	\$ 36,751.26	\$ 38,665.28	\$ 39,438.71
IT Support	\$ -	\$ -	\$ -
Safety & Road Supervisors	\$ 36,751.26	\$ 38,665.28	\$ 39,438.71
Other Support Staff (describe below)			
Payroll Taxes	\$ 11,269.14	\$ 11,678.99	\$ 11,909.46
Fringe Benefits	\$ 9,649.13	\$ 10,502.91	\$ 11,449.49
Description of Other Support Staff:			
BUS STORAGE & ADMINISTRATION FACILITY			
Office Equipment	\$ 1,461.52	\$ 1,461.52	\$ 1,473.91
Office Supplies	\$ 1,930.91	\$ 1,984.25	\$ 2,037.59
Printing/Copying/Postage	\$ 437.39	\$ 448.06	\$ 458.72
VEHICLE			
Vehicle Cleaning (interior & exterior)	\$ 28,611.62	\$ 29,337.05	\$ 30,403.85
Spare Vehicle (including maintenance)			
INSURANCE & LICENSING			
Business Liability	\$ 1,720.20	\$ 1,810.18	\$ 1,860.29
Auto Liability	\$ 74,408.00	\$ 75,152.09	\$ 75,906.86
Workers Compensation	\$ 2,709.94	\$ 2,811.31	\$ 2,867.53
Other Insurance or Licensing (please describe below)	\$ 2,394.97	\$ 2,516.76	\$ 2,586.99
Description of Other Insurance & Licensing:			
OTHER OVERHEAD			
Recruitment, License Testing, Drug Testing, etc.	\$ 11,084.03	\$ 10,651.23	\$ 10,945.88
Uniforms/Uniform Laundering	\$ 2,814.05	\$ 2,880.26	\$ 2,946.47
Other Overhead, if Any (please itemize below)			
Overhead	\$ 19,074.42	\$ 19,602.08	\$ 20,144.11
Office move Costs	\$ 1,333.50	\$ -	\$ -
Employee Vehicles (non-shuttle service)	\$ 6,759.08	\$ 6,903.99	\$ 7,052.45
Communication Expenses	\$ 743.56	\$ 757.43	\$ 778.77
Drive Cam Expenses	\$ 7,379.60	\$ 7,475.61	\$ 7,573.40
Interest Expense	\$ 9,037.59	\$ 8,907.79	\$ 8,689.10
PROFIT			
Profit @ 3 %	\$ 12,716.24	\$ 13,068.09	\$ 13,429.38
TOTAL FIXED COSTS - OPERATIONS			
Total Annual Costs	\$ 338,739.82	\$ 345,999.17	\$ 353,288.01
No. Months Per Year	12	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months Per Year ¹	\$ 28,228.32	\$ 28,833.26	\$ 29,440.67

1. The fixed and variable rates shall be adjusted to the rates reflected in Exhibit C, should an adjustment of service hours exceed 10% of the total annual service hours shown on Form 1.2.

COST FORMS

FORM 1.2 - EMERY GO-ROUND OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS - OPERATIONS			
	2018	2019	2020
PERSONNEL - itemize on FORM 1.3			
Drivers:			
Annual Wages (During Service Hours)	\$ 1,198,354.56	\$ 1,259,756.16	\$ 1,287,898.56
Annual Wages (During Training & Other Non-Service Hour Timeframes)	\$ 50,309.77	\$ 52,210.25	\$ 53,235.42
Payroll Taxes	\$ 118,809.37	\$ 122,201.13	\$ 125,028.95
Fringe Benefits	\$ 251,646.07	\$ 280,814.15	\$ 296,837.44
OTHER OPERATIONS COSTS			
Other Costs, if Any (please itemize below)			
Overhead	\$ 81,942.04	\$ 86,685.30	\$ 89,086.42
PROFIT			
Profit @ 3 %	\$ 54,627.86	\$ 57,790.39	\$ 59,390.83
TOTAL VARIABLE COSTS - OPERATIONS			
Total Annual Costs	\$ 1,755,689.67	\$ 1,859,457.38	\$ 1,911,477.62
Annual Service Hours ¹	47,303	47,303	47,303
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours	\$ 37.12	\$ 39.31	\$ 40.41

1. Annual service hours include deadhead time to/from the bus yard. The cost of fueling time should be calculated into the cost per service hour. Pricing assumptions are valid for +/- 10% of the total annual service hours. Should the adjustment of annual service hours exceed 10%, the fixed and variable rates shall be adjusted to the rates reflected in Exhibit C.

*FRINGE BENEFITS	\$	370,455.44	\$	403,015.28	\$	421,866.39
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COST FORMS**FORM 1.4 - EMERY GO-ROUND MAINTENANCE COST WORKSHEET****VARIABLE COST - MAINTENANCE****MAINTENANCE**

LABOR:	2018	2019	2020
Billing Rates (list hourly billing rate per year by classification)			
Mechanic	\$ 48.25	\$ 49.32	\$ 50.52

PARTS (% of mark-up)	5%	5%	5%
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COST FORMS

FORM 2.1 - WEST BERKELEY SHUTTLE OPERATIONS FIXED COST WORKSHEET

FIXED COSTS - OPERATIONS			
	2018	2019	2020
PERSONNEL			
Annual Wages (itemize by position below)			
Project Manager	\$ 4,583.87	\$ 4,497.86	\$ 4,551.13
Dispatcher	\$ 4,076.12	\$ 4,288.41	\$ 4,374.19
IT Support	\$ -	\$ -	\$ -
Safety & Road Supervisors	\$ 4,076.12	\$ 4,288.41	\$ 4,374.19
Other Support Staff (describe below)			
Payroll Taxes	\$ 1,077.48	\$ 1,106.12	\$ 1,125.14
Fringe Benefits	\$ 1,237.56	\$ 1,348.85	\$ 1,460.26
Description of Other Support Staff:			
BUS STORAGE & ADMINISTRATION FACILITY			
Office Equipment	\$ 162.05	\$ 162.05	\$ 163.43
Office Supplies	\$ 361.96	\$ 220.01	\$ 225.93
Printing/Copying/Postage	\$ 48.50	\$ 49.68	\$ 50.86
VEHICLE COSTS			
Vehicle cost (including 2 buses, fuel and maintenance & cleaning)	\$ 79,276.43	\$ 84,200.86	\$ 89,232.15
INSURANCE & LICENSING			
Business Liability	\$ 190.73	\$ 200.71	\$ 206.27
Auto Liability	\$ 8,250.28	\$ 8,332.78	\$ 8,416.47
Workers Compensation	\$ 300.48	\$ 311.71	\$ 317.95
Other Insurance or Licensing (please describe below)	\$ 265.55	\$ 279.06	\$ 286.84
Description of Other Insurance & Licensing:	Business		
OTHER OVERHEAD			
Recruitment, License Testing, Drug Testing, etc.	\$ 1,228.99	\$ 1,181.00	\$ 1,213.67
Uniforms/Uniform Laundering	\$ 312.02	\$ 319.36	\$ 326.70
Other Overhead, if Any (please itemize below)			
Overhead	\$ 2,114.95	\$ 2,173.46	\$ 2,233.56
Employee Vehicles (non-shuttle service vehicles)	\$ 749.44	\$ 765.51	\$ 781.97
Communication Expenses	\$ 82.45	\$ 83.98	\$ 86.35
DriveCam Expenses	\$ 818.24	\$ 828.89	\$ 839.73
Interest Expense	\$ 1,002.08	\$ 987.69	\$ 963.45
PROFIT			
Profit @ 3%	\$ 1,409.96	\$ 1,448.98	\$ 1,489.04
TOTAL FIXED COSTS - OPERATIONS			
Total Annual Costs	\$ 111,625.23	\$ 117,075.37	\$ 122,719.24
No. Months Per Year	12	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months Per Year ¹	\$ 9,302.10	\$ 9,756.28	\$ 10,226.60

1. The fixed and variable rates shall be adjusted to the rates reflected in Exhibit C, should an adjustment of service hours exceed 10% of the total annual service hours shown on Form 1.2.

COST FORMS

FORM 2.2 - WEST BERKELEY SHUTTLE OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS - OPERATIONS			
	2018	2019	2020
PERSONNEL			
Drivers:			
Annual Wages (During Service Hours)	\$ 132,557.20	\$ 139,349.20	\$ 142,462.20
Annual Wages (During Training & Other Non-Service Hour Timeframes)	\$ 5,565.07	\$ 5,775.29	\$ 5,888.69
Payroll Taxes	\$ 13,146.15	\$ 13,521.45	\$ 13,834.34
Fringe Benefits	\$ 27,832.15	\$ 31,058.49	\$ 32,830.84
OTHER OPERATIONS COSTS			
Other Costs, if Any (please itemize below)			
Overhead	\$ 9,064.10	\$ 9,588.78	\$ 9,854.38
PROFIT			
Profit @ 3%	\$ 6,042.72	\$ 6,392.54	\$ 6,569.58
TOTAL VARIABLE COSTS - OPERATIONS			
Total Annual Costs	\$ 194,207.39	\$ 205,685.75	\$ 211,440.03
Annual Service Hours ¹	5,502	5,502	5,502
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours	\$ 35.30	\$ 37.38	\$ 38.43

1. Annual service hours include deadhead time to/from the bus yard. The cost of fueling time should be calculated into the cost per service hour. Pricing assumptions are valid for +/- 10% of the total annual service hours. Should the adjustment of annual service hours exceed 10%, the fixed and variable rates shall be adjusted to the rates reflected in Exhibit C.

COST FORMS

FORM 3.1 - 8 TO GO PARATRANSIT OPERATIONS FIXED COST WORKSHEET

FIXED COSTS - OPERATIONS			
	2018	2019	2020
PERSONNEL			
Annual Wages (itemize by position below)			
Project Manager	\$ 2,677.64	\$ 2,871.72	\$ 2,958.12
Dispatcher	\$ 1,587.35	\$ 1,718.84	\$ 1,770.40
IT Support	\$ -	\$ -	\$ -
Safety & Road Supervisors	\$ 1,587.35	\$ 1,718.86	\$ 1,770.40
Other Support Staff (describe below)			
Payroll Taxes	\$ 830.33	\$ 903.68	\$ 930.43
Fringe Benefits	\$ 87.88	\$ 92.95	\$ 106.34
Description of Other Support Staff:			
BUS STORAGE & ADMINISTRATION FACILITY			
Office Equipment	\$ 20.43	\$ 20.43	\$ 20.60
Office Supplies	\$ 45.63	\$ 27.74	\$ 28.48
Printing/Copying/Postage	\$ 6.11	\$ 6.26	\$ 6.41
VEHICLE			
Vehicle Cleaning (interior & exterior)	\$ 399.95	\$ 410.09	\$ 425.00
Spare Vehicle (including maintenance)			
INSURANCE & LICENSING			
Business Liability	\$ 24.05	\$ 25.30	\$ 26.00
Auto Liability	\$ 1,040.12	\$ 1,050.53	\$ 1,061.08
Workers Compensation	\$ 37.88	\$ 39.30	\$ 40.08
Other Insurance or Licensing (please describe below)	\$ 33.48	\$ 35.18	\$ 36.16
Description of Other Insurance & Licensing:		Business	
OTHER OVERHEAD			
Recruitment, License Testing, Drug Testing, etc.	\$ 154.94	\$ 148.89	\$ 153.01
Uniforms/Uniform Laundering	\$ 39.34	\$ 40.26	\$ 41.19
Other Overhead, if Any (please itemize below)			
Overhead	\$ 266.64	\$ 274.02	\$ 281.60
Employee Vehicles (non-shuttle service vehicles)	\$ 94.48	\$ 96.51	\$ 98.58
Communication Expenses	\$ 10.39	\$ 10.59	\$ 10.89
DriveCam Expenses	\$ 103.17	\$ 104.50	\$ 105.87
Interest Expense	\$ 126.34	\$ 124.52	\$ 121.47
PROFIT			
Profit @ 3%	\$ 177.76	\$ 182.67	\$ 187.73
TOTAL FIXED COSTS - OPERATIONS			
Total Annual Costs	\$ 9,351.24	\$ 9,902.84	\$ 10,179.81
No. Months Per Year	12	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months Per Year ¹	\$ 779.27	\$ 825.24	\$ 848.32

1. The fixed and variable rates shall be adjusted to the rates reflected in Exhibit C, should an adjustment of service hours exceed 10% of the total annual service hours shown on Form 1.2.

COST FORMS

FORM 3.2 - 8 TO GO PARATRANSIT OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS - OPERATIONS			
	2018	2019	2020
PERSONNEL			
<u>Driver:</u>			
Annual Wages (During Service Hours)	\$ 53,186.82	\$ 55,912.02	\$ 57,161.07
Annual Wages (During Training & Other Non-Service Hour Timeframes)	\$ 2,232.91	\$ 2,317.26	\$ 2,362.76
Payroll Taxes	\$ 5,269.44	\$ 5,419.87	\$ 5,545.29
Fringe Benefits @ 21 %	\$ 11,172.56	\$ 12,467.24	\$ 13,178.49
OTHER OPERATIONS COSTS			
Other Variable Costs, if Any (please itemize below)			
Overhead	\$ 3,636.85	\$ 3,847.37	\$ 3,953.94
PROFIT			
Profit @ 3%	\$ 2,424.56	\$ 2,564.92	\$ 2,635.96
TOTAL VARIABLE COSTS - OPERATIONS			
Total Annual Costs	\$ 77,923.14	\$ 82,528.68	\$ 84,837.51
Annual Service Hours¹	1,956	1,956	1,956
COST PER SERVICE HOUR = Total Annual Cost ÷ Annual Service Hours	\$ 39.84	\$ 42.19	\$ 43.37

1. Annual service hours include deadhead time to/from the bus yard. The cost of fueling time should be calculated into the cost per service hour. Pricing assumptions are valid for +/- 10% of the total annual service hours. Should the adjustment of annual service hours exceed 10%, the fixed and variable rates shall be adjusted to the rates reflected in Exhibit C.

COST FORMS**FORM 3.3 - 8 TO GO PARATRANSIT MAINTENANCE COST WORKSHEET****VARIABLE COSTS - MAINTENANCE****MAINTENANCE**

LABOR:	2018	2019	2020
Billing Rates (list hourly billing rate per year by classification)			
Mechanic	\$ 48.25	\$ 49.32	\$ 50.52

	2018	2019	2020
PARTS (% of mark-up)	5%	5%	5%

EXHIBIT C
Tiered Pricing Form

	Year 1								
	Emery Go Round Service			West Berkeley Shuttle			8 to Go Paratransit		
	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month
20.00%- 24.99% Reduction	37,842	\$ 38.01	\$ 25,597.41	4,402	\$ 36.15	\$ 8,416.10	1,565	\$ 40.80	\$ 706.33
15.00%- 19.99% Reduction	40,208	\$ 37.97	\$ 26,234.39	4,677	\$ 36.11	\$ 8,635.61	1,663	\$ 40.76	\$ 723.98
10.00%- 14.99% Reduction	42,573	\$ 37.68	\$ 26,916.61	4,952	\$ 35.84	\$ 8,859.35	1,760	\$ 40.45	\$ 742.90
Service Hour Baseline	47,303	\$ 37.12	\$ 28,228.32	5,502	\$ 35.30	\$ 9,302.10	1,956	\$ 39.84	\$ 779.27
10.00%- 14.99% Increase	52,033	\$ 37.09	\$ 29,639.73	6,052	\$ 35.27	\$ 9,767.21	2,152	\$ 39.82	\$ 818.23
15.00%- 19.99% Increase	54,398	\$ 37.01	\$ 30,232.53	6,327	\$ 35.19	\$ 9,962.55	2,249	\$ 39.73	\$ 834.60
20.00%- 24.99% Increase	56,764	\$ 36.93	\$ 30,837.18	6,602	\$ 35.13	\$ 10,161.80	2,347	\$ 39.64	\$ 851.29

	Year 2								
	Emery Go Round Service			West Berkeley Shuttle			8 to Go Paratransit		
	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month
20.00%- 24.99% Reduction	37,842	\$ 40.25	\$ 26,145.97	4,402	\$ 38.28	\$ 8,827.01	1,565	\$ 43.21	\$ 747.99
15.00%- 19.99% Reduction	40,208	\$ 40.21	\$ 26,796.61	4,677	\$ 38.24	\$ 9,057.24	1,663	\$ 43.16	\$ 766.69
10.00%- 14.99% Reduction	42,573	\$ 39.91	\$ 27,493.45	4,952	\$ 37.96	\$ 9,291.91	1,760	\$ 42.85	\$ 786.72
Service Hour Baseline	47,303	\$ 39.31	\$ 28,833.26	5,502	\$ 37.38	\$ 9,756.28	1,956	\$ 42.19	\$ 825.24
10.00%- 14.99% Increase	52,033	\$ 39.28	\$ 30,274.93	6,052	\$ 37.36	\$ 10,244.09	2,152	\$ 42.18	\$ 866.50
15.00%- 19.99% Increase	54,398	\$ 39.20	\$ 30,880.43	6,327	\$ 37.27	\$ 10,448.98	2,249	\$ 42.08	\$ 883.83
20.00%- 24.99% Increase	56,764	\$ 39.12	\$ 31,498.03	6,602	\$ 37.20	\$ 10,657.96	2,347	\$ 41.99	\$ 901.51

	Year 3								
	Emery Go Round Service			West Berkeley Shuttle			8 to Go Paratransit		
	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month	Number Of Hours	Cost Per Service Hour	Fixed Cost Per Month
20.00%- 24.99% Reduction	37,842	\$ 40.41	\$ 26,696.77	4,402	\$ 39.35	\$ 9,252.54	1,565	\$ 44.42	\$ 768.91
15.00%- 19.99% Reduction	40,208	\$ 40.41	\$ 27,361.11	4,677	\$ 39.31	\$ 9,493.87	1,663	\$ 44.37	\$ 788.13
10.00%- 14.99% Reduction	42,573	\$ 40.41	\$ 28,072.62	4,952	\$ 39.02	\$ 9,739.85	1,760	\$ 44.04	\$ 808.72
Service Hour Baseline	47,303	\$ 40.41	\$ 29,440.67	5,502	\$ 38.43	\$ 10,226.60	1,956	\$ 43.37	\$ 848.32
10.00%- 14.99% Increase	52,033	\$ 40.38	\$ 30,912.70	6,052	\$ 38.40	\$ 10,737.93	2,152	\$ 43.36	\$ 890.73
15.00%- 19.99% Increase	54,398	\$ 40.30	\$ 31,530.95	6,327	\$ 38.31	\$ 10,952.69	2,249	\$ 43.26	\$ 908.55
20.00%- 24.99% Increase	56,764	\$ 40.21	\$ 32,161.57	6,602	\$ 38.24	\$ 11,171.75	2,347	\$ 43.16	\$ 926.72

**AMENDMENT TO AGREEMENT BETWEEN
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION AND GRAY-BOWEN-SCOTT
FOR EXECUTIVE DIRECTOR SERVICES**

THIS AMENDMENT NO. 1 ("Amendment") to agreement dated as of January 1, 2018 between the Emeryville Transportation Management Association, a California non-profit corporation, herein called the "Association," and William R. Gray and Company, a California corporation doing business as Gray-Bowen-Scott, called the "Consultant."

RECITALS

WHEREAS, by means of a Professional Services Agreement dated as of January 1, 2017, Association retained Consultant to provide Executive Director services for the Association during calendar year 2017 (the "Agreement"); and

WHEREAS, pursuant to Section 2 of the Agreement, Association and Consultant may, with mutual consent, extend the Agreement for up to two additional one-year terms; and

WHEREAS, Association and Consultant wish to extend the agreement for calendar year 2018 and have agreed to a revised the Scope of Work, which is attached as Exhibit A, and to a compensation limit in the amount of \$ 444,000, which is described in the Cost Proposal attached as Exhibit B; and

NOW, THEREFORE, BE IT MUTUALLY AGREED that the not-to-exceed limit stated in Section 3-A of the Agreement shall be \$444,000 for calendar year 2018, to be billed at hourly rates set forth in Exhibit B for the Scope of Services described in Exhibit A.

IN WITNESS WHEREOF, the Association and Consultant have executed Amendment No. 1 to this Agreement as of January 1, 2018.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONSULTANT

By: _____
Chair

By: _____

APPROVED AS TO FORM

By: _____
Legal Counsel



December 11, 2017

Tim Bacon, Chair
Emeryville Transportation Management Association
1300 67th 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. Hattrup'.

Veronica 'Roni' Hattrup
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**

- a. Continue research of options for improved technology to enhance rider experience and increase awareness of the Emery Go-Round service.
- b. 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		
TMA SERVICES							
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	
	Total Estimate for TMA Services	972	950	825	2747	\$ 422,600	

REIMBURSABLE SERVICES ⁴							Assumptions
R1	8 to Go Paratransit Shuttle (City of Emeryville/ACTC) ⁶	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) ⁵	20	36	40	96	\$ 13,300	8 hrs/month for operations oversight & research of service enhancements.
	Total Estimate for Reimbursable Services	36	50	70	156	\$ 21,400	

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.

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

THIS AMENDMENT NO. 1 to agreement dated December 15th, 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 6th, 2017".

NOW, THEREFORE, BE IT MUTUALLY AGREED, that Section 2 of the agreement be amended to extend the term of services to December 31st, 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 31st, 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: _____

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 59th 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 the Services at an annual cost of \$340,000 for the West Berkeley Shuttle and \$56,000 for the Bayer Mid-Day Shuttle, to be paid to TMA on a quarterly basis in advance of services, per the payment schedule below:

Month Invoiced	Service Period	West Berkeley Shuttle	Bayer Mid-Day Shuttle
January	1 st Quarter	\$85,000	\$14,000
March	2 nd Quarter	\$85,000	\$14,000
June	3 rd Quarter	\$85,000	\$14,000
September	4 th Quarter	\$85,000	\$14,000

Any increase in the shuttle services provided will be billed separately at a rate of \$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. 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.

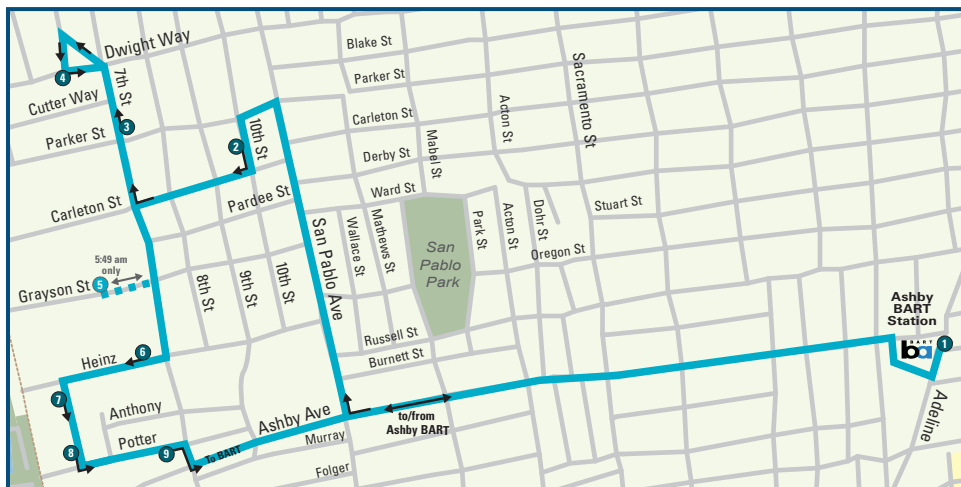
Date: _____

For Berkeley Gateway Transportation Management
Association

Date: _____

For Emeryville Transportation Management
Association

WEST BERKELEY SHUTTLE

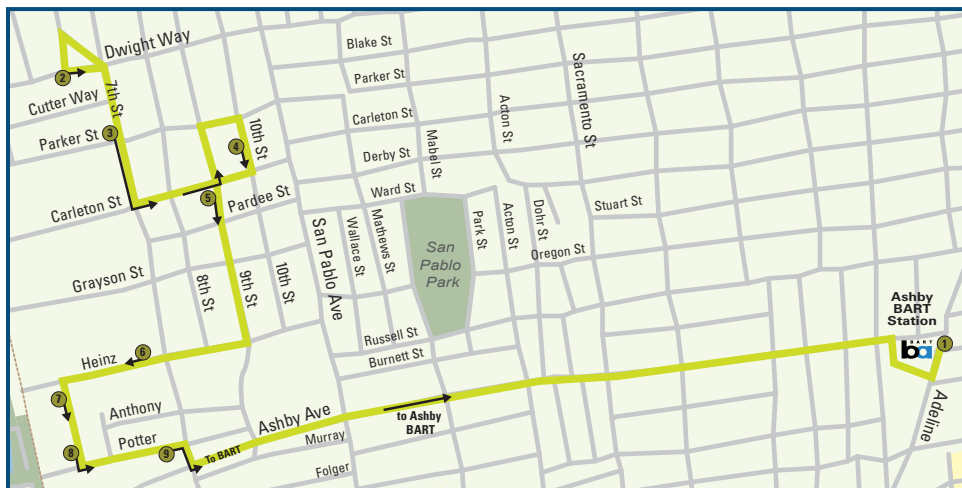


MORNING SHUTTLE SERVICE

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	10 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

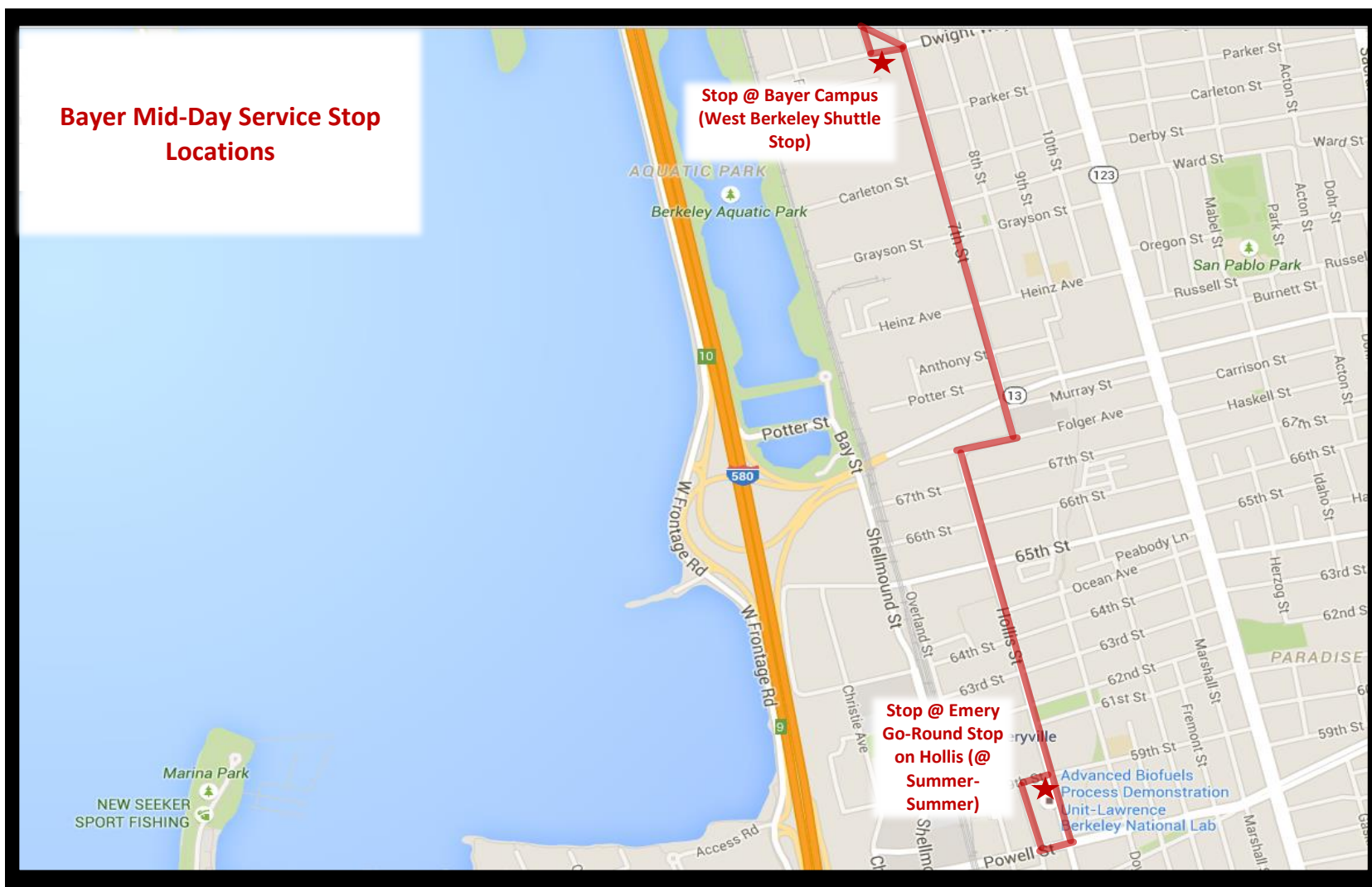


AFTERNOON/EVENING SHUTTLE SERVICE

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		





Creative Bus Sales
14740 Ramona Avenue
Chino, CA 91710

Phone: 909.465.5528
Fax: 909.465.5529
www.creativebussales.com

Buyer's Order Contract

Date:	January 12, 2018	Unit #(s):	60241, 42, 43, 60244
Customer Name:	Emeryville Transportation Management Assn		
Contact:	Veronica "Roni" Hattrup	Phone:	(925) 947-0980 ext212
Address:	1676 N. California Blvd. Suite 400	Fax:	-
City, State, Zip:	Walnut Creel, CA 94596	E-Mail:	Roni@bowenscott.com
Sys 2K Entity #:		Salesperson:	Jay H
Ship To Address:	1676 N. California Blvd. Suite 400 Walnut Creel, CA 94596		
Ship To Address Cont'd:			
Ship To Phone:		Ship To Email:	
Finance Source:	Creative Fleet Leasing	Contact:	Mike Stoller
Address:	14740 Ramona Ave	Phone:	909-465-5528
City, State, Zip:	Chino, CA 91710	Fax:	909-465-5529
Description of Vehicle:	2017 IC Starcraft XL 40		
42 Passenger or 36 w/2 Mobility devices			
Engine Type:	Diesel		
VIN #:		FOB Terms:	Shipping
Number of Passengers:	42	Wheelchair Positions:	2
Estimated Delivery Date:	March 1, 2018	Payment Terms:	
Possession State: CA		Unit Price	\$140,825.00
		Delivery	\$0.00
		Incentive (Non-Taxable)	\$0.00
		Rebates (Taxable)	\$0.00
		Doc Prep Fee (Taxable)	\$80.00
		Base Selling Price	\$140,905.00
		ADA Amount (Non Taxable)	\$10,000.00
		Total Taxable Amount	\$130,905.00
		Sales Tax Total	\$12,108.71
		9.250%	CA - Emeryville
Notes: Sales tax is calculated based on the state or country in which customer takes possession of vehicle. Sales tax will be charged to customers taking possession in AZ, CA, CO, FL, IN, NM, NV, OK, OR, SC, TX, WA, Canada, and Mexico. All rebates and incentives will be signed over to Creative Bus Sales California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.			\$0.00
		DMV Estimated Fees	\$0.00
		DMV Electronic Filing Fee	\$29.00
		Tire Fee	\$12.25
		Fees Sub-Total	\$41.25
		Total Price Per Unit	\$153,054.96
		Quantity	4
		Contract Total	\$612,219.85
		Credits	
		Customer Trade-In	\$0.00
Customer Deposit	\$0.00		
Balance Due	\$612,219.85		

Remit To: Creative Bus Sales, Inc. 14740 Ramona Ave, Chino CA 91710

Terms: The deposit if indicated above is due with this signed contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause. The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.

Buyer's Signature: _____

Creative Bus Sales:

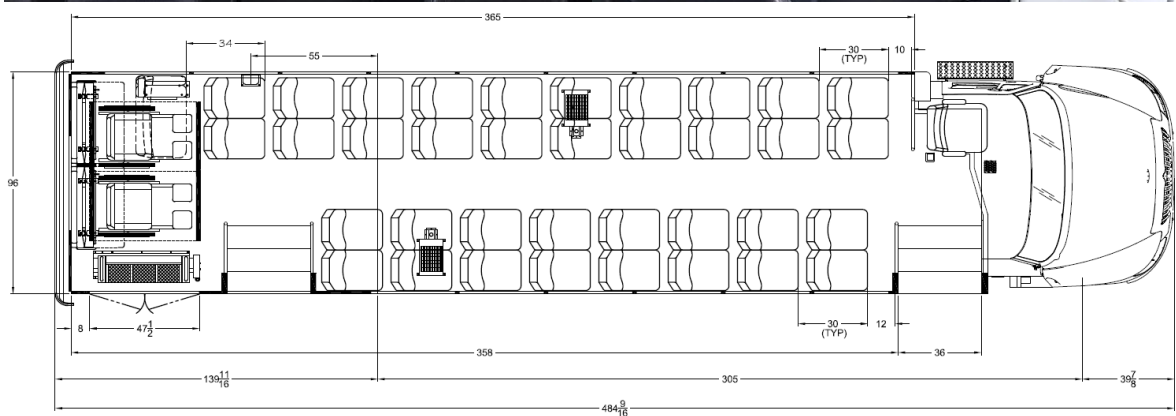
Jay H

1/12/2018

CBS Signature: _____



A white International 4300 shuttle bus is shown from a side profile, parked on a dark asphalt surface. The bus features a large front grille with the International logo, multiple windows along its side, and a rear door. The background includes a clear blue sky with some clouds and a line of bare trees.



- 42 SEATED PASSENGERS OR
- 40 SEATED PASSENGERS AND 1 WHEELCHAIR OR
- 36 SEATED PASSENGERS AND 2 WHEELCHAIRS

2018 INTERNATIONAL TC CHASSIS WITH 305" WB
CUMMINS ISB 240 HORSEPOWER DIESEL ENGINE
ALLISON 5 SPEED AUTOMATIC TRANSMISSION
AIR BRAKES

REAR AIR SUSPENSION WITH DASH MOUNTED DUMP SWITCH
ALTRO META W/YELLOW STEP NOSING
- FLOOR COLOR: STORM
TA7733 SUPER 13 120K BTU-TWIN TA77 EVAPS, TWIN SMC3L COND, TWIN 13 CID COMP
HOT WATER HEATER, 65K BTU
FRONT PASSENGER ENTRANCE DOOR 36' WITH ELECTRIC OPERATOR
REAR PASSENGER EXIT DOOR 36" WITH ELECTRIC OPERATOR
FRONT & SIDE DESTINATION SIGN PREP PACKAGE
PRIORITY SEATING SIGN **REQUIRED FOR ADA COMPLIANCE**
STARCRAFT CIRCUIT BOARD LIFT INTERLOCK
BACK-UP ALARM SAE TYPE C 97 DBA
CEILING GRAB RAIL (2)
1 1/4" GRAB RAIL PARALLEL TO ENTRANCE STEPS (BOTH SIDES)
MID HIGH DOUBLE SEAT (18)
ANTI-VANDAL GRAB HANDLE, BLACK (18)
- AISLE SIDE ONLY
SEAT BELT, NON-RETRACTABLE (42)
SEAT BELT LOOP – (42)
DELUXE AM/FM / CD /WITH MIC INPUT & CLOCK, 4 SPEAKERS
PA MODULE ADDED TO STEREO SYSTEM
ADDITIONAL SPEAKER (4)
- MOUNT TWO OF THE SPEAKERS IN FRONT BULKHEAD
PADDED VINYL INTERIOR (WALLS AND CEILING)
SEAT COVER - LEVEL 1 OXEN GRAY VINYL (42)
FLIP SEAT, DOUBLE FREEDMAN FEATHERWEIGHT MID HIGH (2)
FOLDAWAY DOUBLE FLIP SEAT (1)
BRAUN CENTURY NCL919-2 WHEELCHAIR LIFT (34"X51") LIMIT SWITCHES
WHEELCHAIR DECAL (INTERNATIONAL SYMBOL OF ACCESSIBILITY)
Q-8301-L MAX RETRCTR TIE DOWN,Q8-6326-A1 COMB LAP/SHLDR,L TRK (2)
DOUBLE WHEELCHAIR DOORS W/ WINDOWS, INTERIOR LIGHT
SPORTSWORKS BIKE RACK (TWO POSITION)
HANOVER LED ELECTRONIC SIGNS (FRONT/REAR/SIDE)
STOP REQUEST SYSTEM

PRICING

Unit Price FOB Emeryville, CA *

\$140,875*

*Prices do not include tax, license, or DMV fees.

*Price good for 30 days.

RESOLUTION NO. 18-01

**RESOLUTION OF THE EMERYVILLE TRANSPORTATION MANAGEMENT
ASSOCIATION**

Establish Date and Time of 2018 Annual Membership Meeting

WHEREAS, Article IV, Section 2 of the Amended and Restated Bylaws of the TMA requires the membership to meet annually on a date and time established by resolution of the Board;

WHEREAS, the Board has selected a date and time for the 2018 Annual Membership Meeting to be May 17, 2018 at 9:00AM;

THEREFORE IT BE RESOLVED, That the Board has established the date and time of the Annual Membership Meeting to be May 17, 2018 at 9:00AM.

Approved at the Board of Directors Meeting on January 18th, 2018.

Signed _____
Chair

Dated _____

shall be called by the Chair, or in his or her absence, by the Secretary. A majority of the Executive Committee members shall constitute a quorum. The vote of a majority of the Executive Committee members present at a meeting duly held at which a quorum is present is the act of the Executive Committee.

Section 3 Audit Committee.

If required by law, the Board shall have an Audit Committee which shall consist of at least three (3) Directors, each of whom shall be free of any relationships that would interfere with his or her exercise of independent judgment. Without limiting the foregoing, the Audit Committee shall include no members of the staff of this corporation and no person with a material financial interest in any entity that does business with this corporation. In addition, the Treasurer of this corporation shall not serve on the Audit Committee, regardless of whether he or she is compensated by the corporation. Furthermore, members of the Finance Committee of this corporation (if any) shall comprise less than one-half of the Audit Committee, and the Audit Committee Chair shall not be a member of the Finance Committee. No member of the Audit Committee shall receive any compensation from this corporation except for compensation that he or she may receive for his or her service on the Board.

Each Audit Committee member shall have a general working knowledge of financial reporting and shall be able to understand and interpret financial statements and supporting schedules.

The Audit Committee shall oversee management's preparation of financial statements and the audit by an independent auditor of the financial statements of this corporation. The Audit Committee shall also comply with and perform all functions specified in its charter, if any, as reviewed and established by the Board from time to time. Without limiting the foregoing, the Audit Committee shall have the following express responsibilities on behalf of this corporation, subject to the supervision of the Board.

- A.** Recommending to the Board the retention and termination of an independent auditor to prepare financial statements for the corporation;
- B.** Negotiating the independent auditor's compensation on behalf of the Board;
- C.** Conferring with the auditor to satisfy Members that the financial affairs of the corporation are in order;
- D.** Reviewing and determining whether to accept the audit;
- E.** Assuring that any non-audit services performed by the audit firm conform with the standards for auditors' independence contained in the latest revision of the Government Auditing Standards issued by the Comptroller General of the United States (the "Yellow Book");
- F.** Approving the performance of all non-audit services provided by the audit firm;
- G.** Reviewing major changes to the corporation's accounting principles and practices;

H. Reviewing the management letter and the corporation's response with the auditor; and

I. Reviewing, approving, and monitoring the corporation's internal audit function and current compliance activities.

The Audit Committee shall report to the Board periodically, but at least once per year in connection with the presentation to the Board of the corporation's audited financial statements and the auditor's report.

Section 4 Advisory Committees.

The Chair may also create one or more advisory committees to serve at the pleasure of the Chair. Such committees shall not have the authority of the Board and may include both Directors and non-Directors. Non-Directors shall not have voting rights in the committee. Advisory Committees shall comply with the Brown Act, when applicable.

Section 5 Meetings and Action of Committees.

Meetings and actions of committees of the Board shall be governed by, held and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular meetings of such committees and the calling of special meetings of such committees may be determined either by Board resolution or, if there is none, by resolution of the committee of the Board. Minutes of each meeting of any committee of the Board shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee, provided they are consistent with these Bylaws. In the absence of rules adopted by the Board, the committee may adopt such rules.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 1 Indemnification of Directors, Officers, Employees and Other Agents.

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in Corporations Code Section 5238(a), and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in Corporations Code Section 5238(a). "Expenses," as used in this bylaw, shall have the same meaning as in Corporations Code Section 5238(a).

Section 2 Approval of Indemnity.

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the Corporations Code, the Board shall promptly determine under

**ETMA 2017 - 4th Quarter Financial Reports
(Cash Basis)**

1/12/2018

EMERY GO-ROUND

(Cash Basis)

		4th Quarter Financials			Notes
<u>Revenue</u>	2017 Budget	Actual Revenue Rec'd to Date	Variance	% of revenue received	
<u>PBID Revenue</u>					
Net PBID Revenue	3,298,681	3,298,681	-	100%	
<u>Non-PBID Revenue</u>					
City - General Benefit Contribution	522,632	522,632	-	100%	
ETMA Billed Revenue	95,504	95,652	148	100%	
BGTMA (Net balance of WBS revenue)	35,000	30,042	(4,958)	86%	
Other Revenue	3,000	3,494	494	116%	
Subtotal Non-PBID Revenues	656,136	651,819	(4,317)	99%	
Total Revenue	3,954,817	3,950,500	(4,317)	100%	
<u>Expenditures</u>	2017 Budget	Actual Costs to Date	Variance	% of Budget Expended	Notes
<u>Direct Costs</u>					
Bus Leases/Purchases	500,000	324,939	(175,061)	65%	Acquired only 3 of the 7 vehicles budgeted.
Maintenance	350,000	275,381	(74,619)	79%	
Operations Contract	1,915,000	1,934,356	19,356	101%	
Fuel	325,000	224,342	(100,658)	69%	
Communications	40,000	67,808	27,808	170%	
Miscellaneous Operating Costs	20,000	7,950	(12,050)	40%	Actual costs include delayed payments to Syncromatics from 2016. Also includes delayed payment for GTFS Software.
Subtotal Direct Costs	3,150,000	2,834,776	(315,225)	90%	
<u>Indirect Costs</u>					
Professional Services	475,000	425,159	(49,841)	90%	Includes buildout & lease expense of new double-wide unit.
Occupancy (site lease, utilities, etc.)	150,000	180,459	30,459	120%	
Membership/Public Outreach Expenses	13,500	13,625	125	101%	
Pilot Projects and Research	25,000	-	(25,000)	0%	
TMA Insurance	10,000	7,010	(2,990)	70%	
Meeting expenses, supplies, licenses, fees, etc.	4,000	969	(3,031)	24%	
Bus Yard Site and/or Relocation	350,000	-	(350,000)	N/A	
Subtotal Indirect Costs	1,027,500	627,222	(380,896)	61%	
<u>Replenishment of Cash Reserve</u>					
Estimated Revenue Shortfall	75,000	-	(75,000)		
Cash Reserve Replenishment	-	-	-	N/A	
Subtotal Cash Reserve Replenishment	75,000	-	(75,000)	N/A	
Total TMA Expenditures	4,252,500	3,461,997	(790,503)	81%	

2017 Revenue vs. Expenditures Balance: (297,683) 488,503

**ETMA 2017 - 4th Quarter Financial Reports
(Cash Basis)**

1/12/2018

WEST BERKELY SHUTTLE		4th Quarter Financials			
<u>Revenue</u>	2017 Budget	Actual Revenue Rec'd to Date	Variance	% of Revenue Received	Notes
BGTMA & Bayer	322,560	360,960	38,400	112%	
Total Revenue - West Berkeley	322,560	360,960	38,400	112%	
<u>Expenditures</u>	2017 Budget	Actual Costs to Date	Variance	% Expended	Notes
Shuttle Operations	271,560	323,790	52,230	119%	Includes additional mid-day service to Bayer.
Professional Service Contracts	16,000	7,129	(8,871)	45%	
Total Expenditures - West Berkeley	287,560	330,918	43,358	115%	

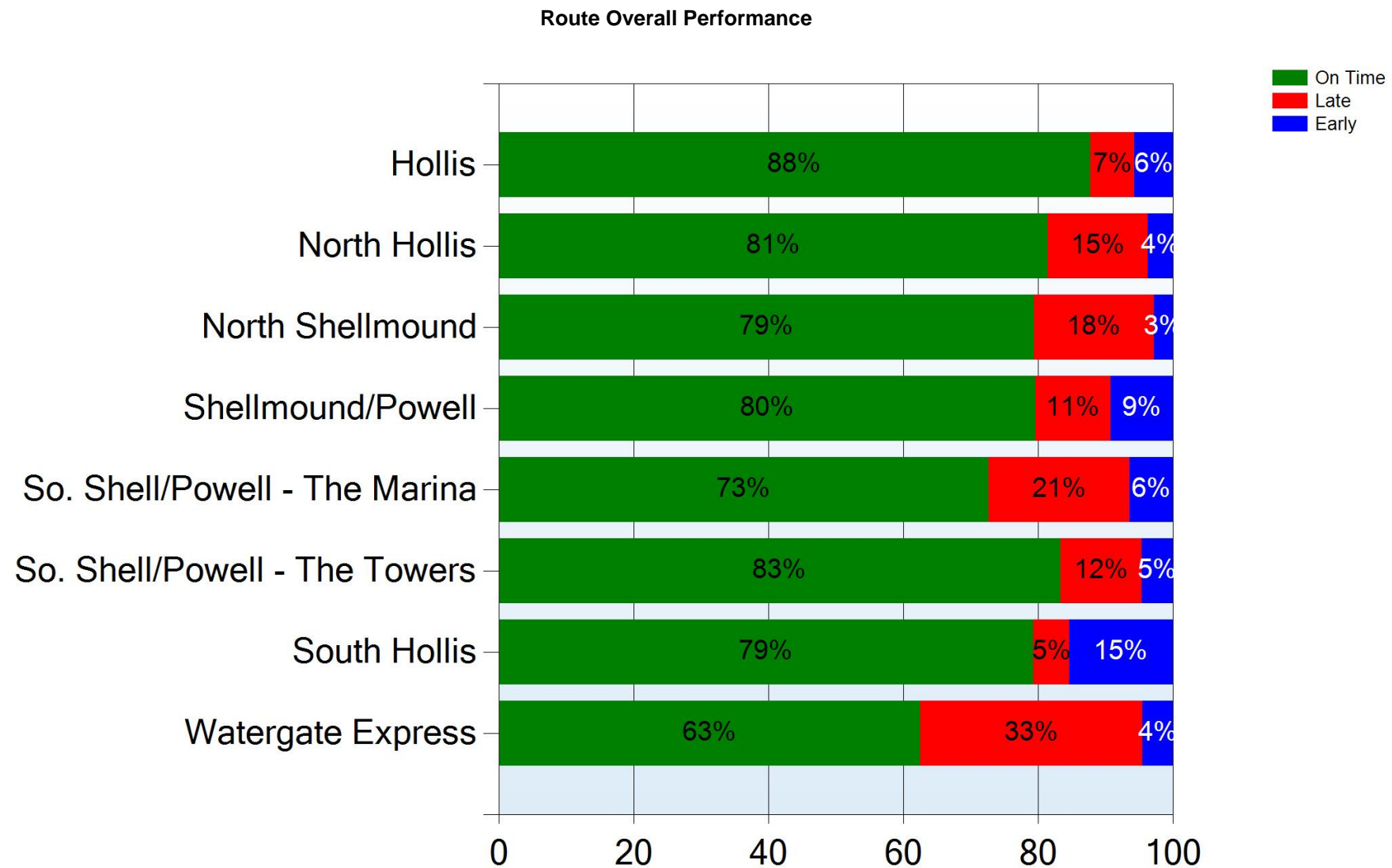
Balance

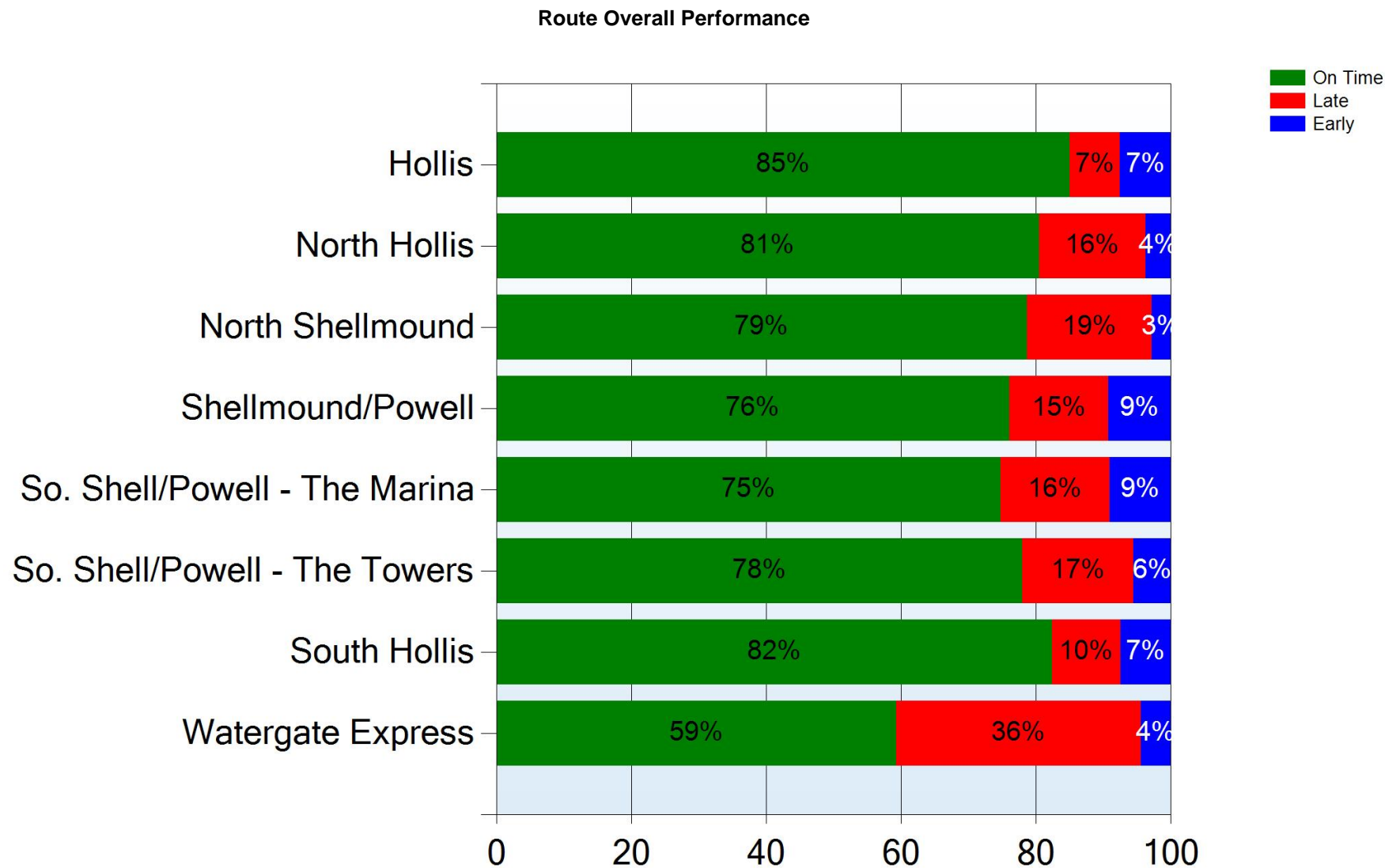
35,000

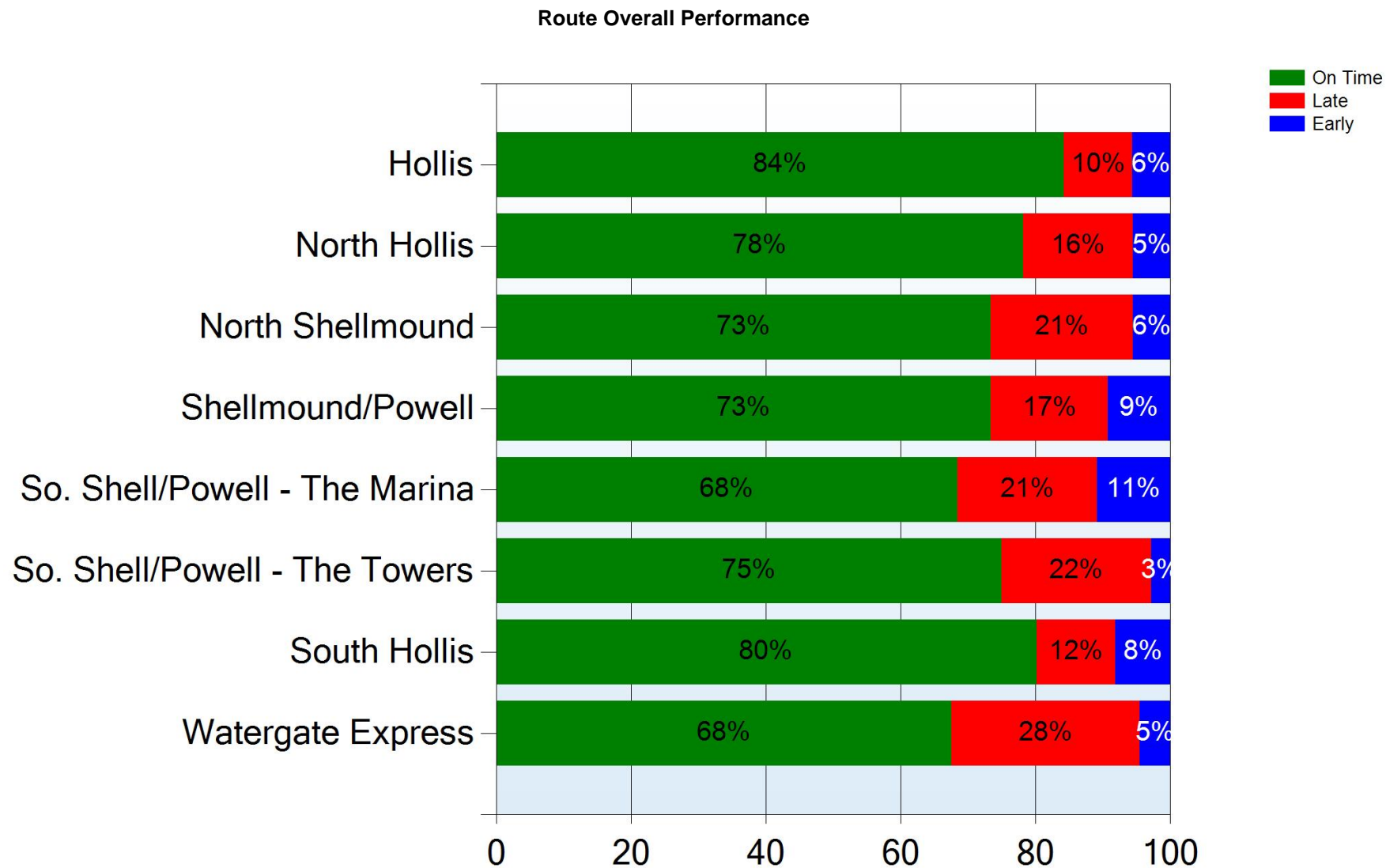
30,042

Balance of revenue shown as ETMA revenue above.

City of Emeryville - 8 to Go Paratransit		4th Quarter Financials			
<u>Revenue</u>	2017 Budget	Actual Revenue Rec'd to Date	Variance	% of Revenue Received	Notes
City of Emeryville - 8 to Go Paratransit	96,900	177,330	80,430	183%	Actual revenue to date includes delayed reimbursements from 2016. Also includes revenue for van purchase.
Total Revenue - City	96,900	177,330	80,430	183%	
<u>Expenditures</u>	2017 Budget	Actual Costs to Date	Variance	% Expended	Notes
Shuttle Operations & Maintenance	85,800	82,749	(3,051)	96%	Additional staff time to research and acquire new paratransit vehicle.
Fuel	4,000	2,746	(1,254)	69%	
Communications	600	639	39	106%	
Vehicle Acquisition	-	49,470	49,470	N/A	
Professional Service Contracts	6,500	14,397	7,897	221%	
Total Expenditures - City	96,900	150,000	53,100	155%	
Balance		27,330			







EMERY GO-ROUND ANNUAL RIDERSHIP SUMMARY

2017	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	TOTAL (YTD)
Hollis	12,011	10,505	13,831	11,802	12,282	12,195	11,086	12,077	10,141	12,603	11,712	10,251	140,496
Shellmound/Powell	19,987	19,140	23,717	20,181	21,323	22,661	20,134	23,582	18,438	20,265	20,682	19,951	250,061
Subtotal Weekday Standard Ridership	31,998	29,645	37,548	31,983	33,605	34,856	31,220	35,659	28,579	32,868	32,394	30,202	390,557
North Hollis	13,675	13,346	16,301	14,178	16,050	16,285	13,715	15,964	13,551	15,055	14,249	12,490	174,859
South Hollis	17,361	15,898	18,076	15,112	15,479	16,376	14,746	17,472	16,169	17,203	13,884	10,582	188,358
North Shellmound	11,759	10,934	12,807	10,729	11,305	11,474	9,606	11,456	9,689	9,953	8,604	8,038	126,354
South Shellmound/Powell	18,134	16,088	20,713	16,392	20,558	19,574	17,355	21,812	18,736	20,543	17,014	17,217	224,136
Watergate Express	12,738	11,195	13,820	11,321	12,386	12,573	11,579	13,205	12,326	16,072	15,808	13,216	156,239
Subtotal Weekday Commute Ridership	73,667	67,461	81,717	67,732	75,778	76,282	67,001	79,909	70,471	78,826	69,559	61,543	869,946
Weekend Shellmound/Powell	7,969	8,902	9,623	10,746	8,201	9,255	12,116	9,638	11,353	10,241	8,592	10,745	117,381
Total	113,634	106,008	128,888	110,461	117,584	120,393	110,337	125,206	110,403	121,935	110,545	102,490	1,377,884

2016	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	TOTAL
Hollis, North Hollis & South Hollis	43,583	46,109	41,550	46,390	46,797	50,452	45,258	49,947	43,972	48,119	46,010	48,021	556,208
Shellmound/Powell	52,215	52,166	57,876	55,282	55,969	62,478	53,386	60,213	54,802	51,172	50,882	51,584	658,025
Watergate Express	13,347	14,617	16,247	14,847	15,453	15,974	14,218	16,702	15,127	16,217	16,201	15,406	184,356
Subtotal Weekday Ridership	109,145	112,892	115,673	116,519	118,219	128,904	112,862	126,862	113,901	115,508	113,093	115,011	1,398,589
Weekend Shellmound/Powell	14,154	11,491	8,289	13,148	9,366	12,036	15,374	10,987	8,916	12,340	9,878	8,763	134,742
Total	123,299	124,383	123,962	129,667	127,585	140,940	128,236	137,849	122,817	127,848	122,971	123,774	1,533,331

2015	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	TOTAL
Hollis & South Hollis	43,250	37,042	42,344	44,204	39,936	46,079	56,509	45,506	46,875	50,069	45,901	44,799	542,514
Shellmound/Powell	55,945	58,384	66,183	63,463	57,880	65,894	70,644	65,536	68,297	68682	60,194	62,047	763,149
Watergate Express	12,390	13,237	15,837	16,202	13,682	18,060	18,104	17,225	15,020	16,335	13,293	13,269	182,654
Subtotal Weekday Ridership	111,585	108,663	124,364	123,869	111,498	130,033	145,257	128,267	130,192	135,086	119,388	120,115	1,488,317
Weekend Shellmound/Powell	14,849	14,059	14,063	11,561	14,976	11,578	12,492	16,924	15,112	16,559	15,395	14,631	172,199
Total	126,434	122,722	138,427	135,430	126,474	141,611	157,749	145,191	145,304	151,645	134,783	134,746	1,660,516

2014	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	TOTAL
Hollis & South Hollis	47,089	42,929	46,550	48,131	47,313	49,618	56,946	54,590	56,057	60,313	48,039	41,344	598,919
Shellmound/Powell	51,867	49,034	60,402	63,253	62,423	64,635	69,884	68,466	67,899	65,912	54,922	64,271	742,968
Watergate Express	13,934	13,257	14,809	14,786	13,554	14,355	13,517	13,397	12,927	14,871	11,561	10,777	161,745
Subtotal Weekday Ridership	112,890	105,220	121,761	126,170	123,290	128,608	140,347	136,453	136,883	141,096	114,522	116,392	1,503,632
Weekend Shellmound/Powell	11,693	11,976	17,676	13,493	17,272	16,177	12,822	16,972	13,762	15,636	17,530	11,216	176,225
Total	124,583	117,196	139,437	139,663	140,562	144,785	153,169	153,425	150,645	156,732	132,052	127,608	1,679,857

Total Passenger Boardings per Year/Quarter						
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total	% inc/dec from prior year
2017 Ridership	348,530	348,438	345,946	334,970	1,377,884	-10.1%
2016 Ridership	371,644	398,192	388,902	374,593	1,533,331	-7.7%
2015 Ridership	387,583	403,515	448,244	421,174	1,660,516	-1.2%
2014 Ridership	381,216	425,010	457,239	416,392	1,679,857	

