



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting

Emeryville Police Station

2449 Powell Street – 2nd Floor

Emeryville, CA 94608

July 20, 2017 at 9:00AM

Chair

Tim Bacon,
City Center Realty Partners

Vice Chair

Geoff Sears, Wareham
Development

Secretary

Betsy Cooley,
At-Large Residential

Treasurer

Andrew Allen
At-Large Business

Directors

Nathaniel Centeno,
Bay Street

Peter Schreiber,
Pixar

Genevieve Hancock,
2100 Powell

Colin Osborne
At-Large Employer
Member

Ron Silberman,
At-Large Business Member

Bobby Lee,
At-Large Residential
Member

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the May 18th, 2017 Board of Directors Meeting (Attachment)
4. Executive Directors Report
 - A. Update on Meeting w/ Emeryville Vice-Mayor John Bauters & June 20th Council Meeting
 - B. Update on Meeting w/ Oakland Councilmember McElhaney
5. Business Items
 - i. Report on Emergency Preparedness Initiatives by Emeryville Police Department (Attachment)
 - ii. Review and Consider Approval of Professional Services Agreement with the City of Emeryville for the continued operation of the 8 to Go Paratransit Shuttle Program (Attachment)
 - iii. Review and Consider Approval of Professional Services Agreement with BKF Engineers for Feasibility Analysis on site access from Mandela Parkway (Attachment)
 - iv. Provide direction to staff to either request updated contract cost forms for term extension with MV Transportation Inc., for continued Shuttle Operations & Maintenance Services, or initiate the Competitive Procurement Process.
 - v. Selection of Public Relations Firm and Authorization for Executive Director to Issue a Professional Services Agreement (Attachment)
 - vi. Review of Draft Rider Survey Content & Methodology (Attachment)
 - vii. 2nd Quarter Financial & Performance Reports (Attachment)
6. Suggestions/Requests from Board Members
7. Confirm date of Next Meeting - August 17th, 2017 @ 9:00AM
8. Adjournment

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

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

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Annual Membership Meeting

May 18th, 2017

1. Call to Order

The meeting was called to order at 9:05pm by Chair, Geoff Sears

Directors Present: Geoff Sears, Tim Bacon, Betsy Cooley, Bobby Lee, Nathaniel Centeno, Colin Osborne, Peter Schreiber, Ron Silberman, Colin Osborne, Genevieve Hancock

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

Others: Diana Keena (City of Emeryville); Captain Oliver Collins, Chief of Police Jennifer Tejada (City of Emeryville Police Department)

2. Membership Introductions

Management asked for a final call of Employer nominations. Novartis provided a ballot form nominating Colin Osborne who was confirmed as the new Director for Employee members. Genevieve Hancock was introduced as the new Corporate Director for 2100 Powell.

Management confirmed top 10 contributors:

- 1. East Bay Shopping Center – Not interested in serving at this time.*
- 2. Bay Street – Nathaniel Centeno*
- 3. Wareham – Geoffrey Sears*
- 4. The Towers – Unresponsive*
- 5. Regency Plaza – Not interested in serving*
- 6. Public Market – Tim Bacon*
- 7. IKEA – Coordinating with management on a replacement for Peter Choa*
- 8. Pixar – Peter Schreiber*
- 9. 2100 Powell – Genevieve Hancock*
- 10. Marriot Hotel – Will reach out for Director Designation if IKEA does not appoint someone.*

3. Suggestions/Requests from Board Members

No comments.

4. Adjournment

The meeting was adjourned at 9:15AM.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

May 18th, 2017

1. Call to Order

The meeting was called to order at 9:20pm by Chair, Geoff Sears

Directors Present: Geoff Sears, Tim Bacon, Betsy Cooley, Bobby Lee, Nat Centeno, Colin Osborne, Peter Schreiber, Ron Silberman, Colin Osborne, Genevieve Hancock

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

Others: Diana Keena (City of Emeryville); Captain Oliver Collins, Chief of Police Jennifer Tejada (City of Emeryville Police Department)

2. Public Comments

Chief Tejada and Captain Collins of the Emeryville Police Department introduced themselves to the Board and Management team. Chief Tejada briefed the attendees on the Police Department's plan to extend support and community outreach to the ETMA, noting their intent to partner with public and private entities to establish a plan for emergency support services.

Captain Collins invited the ETMA to hold their July 2017 meeting at the Emeryville Police Department. The ETMA accepted the invitation with location details to follow.

3. Election of Officers

A. **Chair** - Director Sears motioned to nominate Director Bacon as the new Chair. Director Cooley seconded the motion.

AYE: 10

NAY: 0

ABSTAIN: 0

B. **Vice-Chair** - Director Cooley motioned to nominate Director Sears as the new Vice-Chair. Director Silberman seconded the motion.

AYE: 10

NAY: 0

ABSTAIN: 0

C. **Secretary** - Director Bacon motioned to nominate Director Cooley to continue as Secretary. Director Sears seconded the motion.

AYE: 10

NAY: 0

ABSTAIN: 0

D. **Treasurer** - Director Cooley motioned to nominate Director Allen to continue as Treasurer. Director Bacon seconded the motion.

AYE: 10

NAY: 0

ABSTAIN: 0

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

May 18th, 2017

4. Approval of the Minutes of the April 20th, 2017 Board of Directors Meeting

The item was approved by a unanimous vote.

AYE: 10

NAY: 0

ABSTAIN: 0

5. Executive Directors Report

A. Syncromatics Schedule Adherence Report (Handout)

Staff provided the Board with an update on the performance of the new schedule implemented for all routes (with the exception of Watergate). On-time performance and efficiency are excellent for all routes except Watergate Express.

B. Letter to City of Emeryville – PBID Delinquent Assessments (Attachments)

Staff presented the Board with an overview of the City's report on the latest calculated charges of delinquencies totaling, \$150,000, noting the majority of assessment delinquencies derive from the City of Emeryville School District, the United State Post Office, AC Transit and PG&E.

The Board asked Diana Keena to obtain more information on tax delinquencies from the City and report back to Roni who will then inform the Board of the findings

6. Business Items

A. Review and Approve 2018 Preliminary Budget and Levy Recommendation (Attachment)

Roni presented the 2018 preliminary budget and her recommendation for a 3% increase in the PBID assessment.

Director Silberman motioned for a 3% levy increase recommendation to City Council. Director Cooley seconded the motion.

The item was approved by a unanimous vote.

AYE: 10

NAY: 0

ABSTAIN: 0

B. Emery Go-Round Office Trailer Upgrade (Attachments Forthcoming)

Roni provided the Board with an overview of the three proposals from contractors, for the office trailer replacement. Staff recommended procurement of ModSpace and requested authorization from Board to approve the Office Trailer replacement budget and to enter into a 3 year lease agreement with ModSpace for 24x60 office unit.

i. *Review of Vendor Cost Estimates for Office Trailer Replacement.*

Director Bacon, motioned for approval. Director Cooley seconded the motion.

ii. *Vendor Selection & Authorization for Staff to execute Lease Documents.*

Director Cooley motioned for approval. Director Schreiber seconded the motion.

iii. *Review and Approval of Office Trailer Replacement Project Budget.*

Director Cooley motioned for approval. Director Centeno seconded the motion.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Meeting of the Board of Directors

May 18th, 2017

All items were approved by a unanimous vote.

AYE: 10

NAY: 0

ABSTAIN: 0

7. Suggestions/Requests from Board Members

Bobby suggested marketing small businesses on the inside of the buses. The Board directed Staff to look into on-board advertising.

8. Confirm Date of Next Meeting

The meeting date of July 20th, 2017 at 9:00AM, was confirmed. The location to be held at the City of Emeryville Police Department with details to follow.

9. Adjournment

The meeting was adjourned at 10:50AM.



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of this _____ day of _____, 2017, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION** ("Consultant"), collectively referred to as the "Parties."

W I T N E S S E T H T H A T

WHEREAS, the City desires to offer Paratransit Services to residents of the 94608 zip code through a program known as "8 To Go"; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Agreement; and

WHEREAS, the City has determined that the Consultant is qualified by training and experience to render such services; and

WHEREAS, the Consultant desires to provide such services; and,

WHEREAS, the public interest will be served by this Agreement; and

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

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete Project Description is described in SCOPE OF WORK, attached as Exhibit A.

1.2 Services

The services to be completed under this Agreement ("Services") are described in Exhibit A.

1.3 Schedule and Completion Date

The services to be provided by Consultant under this Agreement shall commence on July 1, 2017 and terminate on June 30, 2019.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		EPW No.	

2. WORK CHANGES

2.1 City Rights to Change

The City reserves the right to order changes in the work to be performed under this Agreement by altering, adding to or deducting from the work. All such changes shall be incorporated in written change orders executed by the Consultant and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

2.2 Additional Work Changes

Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed on behalf of the City and the Consultant.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or increase the total amount to be paid under this Agreement, as set forth in Section 3.2 below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$45,000 must be approved by resolution of the Emeryville City Council.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed

City agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the City that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. The City shall pay the Consultant within forty-five (45) days after approval of the invoice by City staff.

3.2 Total Compensation Amount

The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWO HUNDRED**

SIXTY NINE THOUSAND, TWO HUNDRED DOLLARS AND NO CENTS (\$269,200.00), except as outlined in Section 2.3 above. The compensation for Services performed shall be **as set forth in Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONSULTANT

4.1 Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 Responsibility of Consultant and Indemnification of City

It is the intent of the parties that the language of this Paragraph complies fully with the requirements of section 2782.8 of the California Civil Code as enacted by AB 573. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Consultant or subconsultants as well as any claim by any employee, agent, Consultant or independent contractor hired or employed by Consultant that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

4.3 Independent Contractor

The Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

4.4 Insurance

4.4.1 REQUIREMENTS

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subcontractors. If requested, Consultant shall provide the City with copies of all insurance policies. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

4.4.2 MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

- A. Commercial General Liability providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury with limits of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and, if required by City, products and completed operations coverage for the term of the policy.
- B. Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000).

- C. Workers' Compensation limits as required by the laws of the State of California and Employers Liability limits of not less than \$1,000,000 per accident.

No Workers' Compensation insurance shall be required if Consultant completes the following certification:

I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirement to provide Workers' Compensation Insurance.

_____ (Consultant's Initials)

4.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and are subject to approval by the City.

4.4.4 OTHER INSURANCE PROVISIONS

The policy is to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. Consultant shall name the City of Emeryville, its officials, employees, agents and volunteers as additional insureds in its Commercial General Liability and Automobile Liability policies. If Consultant submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG 20 10 11 85 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance); The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers, except where limited by State laws.

When a certificate says, "certificate issued to" this does not mean the same as additional insured and is not acceptable.

2. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.

4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.
7. All endorsements to policies shall be executed by an authorized representative of the insurer.

B. Workers' Compensation Coverage

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

4.4.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

4.4.6 VERIFICATION OF COVERAGE

Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

4.4.7 SUBCONTRACTORS

Consultant shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor demonstrating that subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage required by this Agreement, including but not limited to naming the City, its officials, employees, agents and volunteers as additional insureds.

4.4.8 CLAIMS-MADE POLICIES

Consultant shall extend any claims-made insurance policy for at least 5 years after termination or final payment under the Agreement, whichever is later.

4.5 Records, Reports and Audits

4.5.1 RECORDS

- A. Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

4.5.2 REPORTS AND INFORMATION

Upon request, the Consultant shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

4.5.3 AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

4.6 Conflicts of Interest

The Consultant covenants and declares that, other than this Agreement, it has no holdings or interests within the City of Emeryville, nor business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Consultant or its principals, agents or employees acquire such a holding, interest or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Consultant will immediately notify the City of such holding, interest or agreement in writing.

4.7 Confidentiality

The Consultant agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Consultant covenants and agrees that in performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability.

4.9 Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

VERONICA L HATTRUP is necessary for the successful prosecution of the work due to her unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

4.11 Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

4.12.1 WORKERS' COMPENSATION

Pursuant to the requirements of section 1860 of the California Labor Code, Consultant will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Agreement, Consultant certifies the following:

"I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' 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."

4.12.2 EVENT OF DEFAULT

Failure by Consultant to comply with any provision of this Section shall constitute a default of this Agreement and shall be grounds for termination as provided in this Agreement.

5. TERMINATION

- A. The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.
- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.

- C. Upon termination, City shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the City.
- E. The rights and remedies of the City and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement.

7. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken

pursuant to this Agreement shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent possible.

11. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the City of Emeryville Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work shall be exchanged between **BRAD HELFENBERGER** for the City and **VERONICA HATTRUP** for the Consultant.

12.2 Official Notices

All other notices, writings or correspondence as required by this Agreement shall be directed to the City and the Consultant, respectively, as follows:

CITY

BRAD HELFENBERGER

1333 Park Avenue

Emeryville, California 94608

Phone No.: (510) 596-3779

Fax No.: (510) 596-4339

E-Mail:

bhelfenberger@emeryville.org

CONSULTANT

VERONICA HATTRUP

**EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION**

1676 N. California Blvd, Suite 800

Walnut Creek, CA 94596

Phone No.: (925) 937-0980 x212

Fax No.: (925) 947-3177

E-Mail: roni@graybowenscott.com

13. WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement, which shall become effective as of the date the City Manager executes this Agreement on behalf of the City.

Approved As To Form:

Michael A. Guina, City Attorney

CITY OF EMERYVILLE

Dated:

_____, 2017

Carolyn Lehr, City Manager

CONSULTANT

Dated:

_____, 2017

BY: _____

ITS: _____

Exhibit A
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION
8 To Go Paratransit Shuttle
Scope of Work

1. Services to be Performed by Contractor:

- a. Contractor shall operate an Americans with Disabilities Act compliant, on-demand shuttle service ("Service") for residents of the 94608 zip code who are age 70 or older or age 18 or older and qualified to use East Bay Paratransit.
- b. Service shall be provided by the operation of a single vehicle, with the capacity to carry no less than three (3) passengers.
- c. Service shall operate on weekdays from 9:00am to 12:30pm, and 1:30pm to 5:00pm. Service shall not operate on weekends or City holidays.
- d. Contractor will purchase a vehicle for the Service with funds provided by the City as specified in section 3.a.i of this Exhibit. The vehicle shall be of such size and capacity to provide transportation for no less than three (3) passengers at one time and be in full compliance with the Americans with Disabilities Act. Selection of the vehicle shall be approved by City prior to purchase. Title to the vehicle shall be placed in the name of the Contractor during the Term of this Agreement. At the expiration of the Term of this Agreement, title to the Vehicle shall be transferred by the Contractor to the City and at no charge to the City, with the exception of any title transfer fees and staff time incurred by Contractor. Contractor will not be obligated to provide any warranty regarding the condition of the vehicle upon its transfer to the City, and the vehicle will be transferred in "as-is" condition.
- e. Contractor will provide a qualified driver for the service. A single person shall be assigned to be the "primary driver" to operate the shuttle on a daily basis. However, in the event the primary driver is unavailable, a substitute driver shall be provided. Contractor shall provide a cell-phone to allow the driver to communicate with the dispatcher and/or passengers. All drivers providing the Service shall, at Contractor's expense, obtain all necessary licenses and permits to provide the Service. All drivers shall maintain all such licenses and permits during the term of this agreement.
- f. Contractor will provide fuel and maintenance for the vehicle. In the event maintenance required the vehicle to be taken out of service,

Contractor will provide an alternate vehicle that meets the minimum requirements of the accessible vehicle described in section 1.d.

- g. Contractor shall cooperate with City to fully comply with all terms and conditions of the ACTC Funding Agreement.
- h. Customer Service: Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of all customer complaints regarding the operations of the Paratransit Shuttle Service. Contractor shall report all complaints to the City within one business day of receipt, including the name and address of the complainant, date and time of complaint, and nature of complaint. Contractor and City will cooperate to obtain a resolution to reported complaints. A complaint log shall be maintained by Contractor for a period of one (1) year after the date of resolution. Such log shall be kept so that it may conveniently be inspected by representatives of the City upon request. Contractor shall not be held responsible for collecting information that is not provided by complainants.

2. City shall provide:

- a. Shuttle Dispatch Services: City shall schedule the daily passenger manifest. The manifest will contain the following information: Passenger name, phone number, pickup location address, drop-off location address, and time of pickup and drop-off. City shall provide the manifest to the driver for the following day. Same-day rides are to be coordinated by the driver. City shall ensure the daily passenger manifest and same day rides do not interfere with driver's scheduled breaks.

3. Compensation:

- a. The "**Total Compensation**" to be paid for all Services by Contractor shall be **TWO HUNDRED SIXTY NINE THOUSAND, TWO HUNDRED DOLLARS (\$269,200)** and shall be limited to the following items:
 - i. Purchase of Accessible Vehicle: City will provide Contractor with **Seventy Five Thousand Dollars (\$75,000)** within 30 days of execution of this agreement for the sole purpose of purchasing a vehicle and any necessary accessories to operate the Paratransit Shuttle during the Term of this Agreement. Contractor shall purchase the vehicle and any necessary accessories therefore to operate the Paratransit Shuttle no more than Sixty (60) days upon receipt of the

aforementioned payment. Contractor shall submit all invoices and supporting documentation related to purchase of the vehicle and any necessary accessories to the City at the time the vehicle is purchased, along with any portion of the \$75,000 remaining unspent.

- ii. Operation of Paratransit Shuttle: The compensation for operation of Services performed shall be no more than **Ninety Five Thousand, Six Hundred Dollars (\$95,600)** for the period of July 1, 2017 through June 30, 2018 ("**Services Compensation FY 17-18**"); and **Ninety Eight Thousand, Six Hundred Dollars (\$98,600)** for the period of July 1, 2018 through June 30, 2019 ("**Services Compensation FY 18-19**"). This compensation for operation of Services shall include salary and benefits of the driver of the vehicle utilized to provide the Paratransit Shuttle service, driver training expenditures related to office staff, insurance/claims, marketing, fuel, driver cell phone, supplies and equipment and maintenance of the vehicle utilized to provide the Paratransit Shuttle. Contractor shall provide a monthly report of office staff hours and its salary equivalent, as well as the cost of administrative expenses and any supplies and equipment utilized for the Paratransit Shuttle service. All other costs and expenses of the Paratransit Shuttle shall be eligible for reimbursement, subject to the annual limit described above. Contractor shall issue advance notice to the City if the operational costs are expected to exceed the limits defined above, so the Parties may negotiate a contract amendment.
- iii. On a monthly basis Contractor shall submit an invoice for Services provided to date. Upon verification, City staff will process an "**Interim Payment**" for Services during the invoice period. In no event shall the total for all Interim Payments exceed the Services Compensation amount for FY 17-18 or FY 18-19. City may withhold any payments to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation of this Agreement. Approval and payment of any Interim Payment does not constitute acceptance of any future invoices.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2017 ("Effective Date"), by and 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 is planning to retain the assistance of a consulting firm to provide preliminary engineering services for the Association's transportation service; and

WHEREAS, Association has reviewed the qualifications of the Consultant and determined that the Consultant possesses the skill, experience and certifications required to provide the services required by the Association; and

WHEREAS, Association desires to retain Consultant to provide professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties mutually agree as follow:

1. **Scope of Services:** Subject to such policy direction and approvals as the Association through its Board of Directors or Executive Committee may determine from time to time, Consultant shall perform the services set out in the Scope of Services attached hereto as Exhibit A (Proposal Letter, dated July 12, 2017) and incorporated herein by reference.
2. **Time for Performance:** The services of Consultant are to commence on the effective date of this agreement and shall continue through December 31, 2017. The parties may extend this term by mutual agreement.
3. **Compensation and Method of Payment:**
 - A. **Compensation:** The compensation to be paid to Consultant shall be at the rates set forth in **Exhibit B** which is attached hereto and incorporated herein. However, in no event shall Consultant's compensation exceed Ten Thousand Dollars (\$10,000.00). Compensation for any additional terms shall be negotiated by the parties. Compensation is intended to include payment for all of consultant's expenses, including office space and equipment, telephones, insurance coverage, personal automobile use and other such expenses. The only expenses being reimbursed by Association are for postage and photocopying or printing costs, which shall be reimbursed at cost plus 10%.
ma
 - B. **Method of Payment:**
 1. **Monthly Statements:** As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly to the Association a statement of account which clearly sets forth the designated items of work for which the billing is submitted, the hours worked and the hourly rate for each person performing work. Each statement of account shall also include a

detailed record of the month's actual revenue reimbursable expenditures.

2. **Timing of Payment:** Association shall review Consultant's monthly statement and pay Consultant for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements.

4. **Hold Harmless:** Consultant shall indemnify, defend and hold harmless the Association, its officers, employees and agents (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from or related to the intentional or willful misconduct, acts, errors or omissions of Consultant, its employees or agents in the performance of this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any claim arising from the negligence or willful misconduct of the Indemnified Parties.

5. **Relationship between the Parties:** Consultant is, and at all times shall remain, an independent contractor, not an agent or employee of the Association. Consultant shall be solely responsible for all acts of its employees, agents or subconsultants, including any negligent acts or omissions. Consultant shall have no Association to act on behalf of the Association or to bind the Association to any obligation whatsoever, unless the Association provides prior written authorization to Consultant. As an independent contractor, Consultant shall not be entitled to any benefit, right or compensation from the Association other than those provided for in this Agreement. As an independent contractor, Consultant may have tax obligations, including self-employment taxes, which are his sole responsibility. Upon request of Association, Consultant shall cooperate with Association by providing information and documents relating to its independent contractor status.

6. **Key Personnel:** It is understood and agreed by the parties that at all times during the term of the Agreement that [REDACTED] shall serve as the key personnel of Consultant to undertake, render and oversee all of the services under the Agreement.

7. **Ownership of Work:** All documents furnished to Consultant by Association and all reports and supportive data prepared by Consultant by this Agreement are Association's property and shall be given to Association at the completion of Consultant services. Association acknowledges that documents and supportive data prepared by Consultant have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Association reuses such documents prepared by Consultant for purposes other than those contemplated under this agreement without the written consent of Consultant, the Association will hold harmless, indemnify and defend the Consultant, its agents, subconsultants and employees from any and all claims arising out of such reuse.

8. **Compliance with Laws:** Consultant shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents to Association that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Business License for the City of Emeryville.

9. **Insurance:**

A. **Minimum Scope of Insurance:** Prior to commencing work and during the entire term of the Agreement, Consultant shall procure and maintain the following insurance policies in these minimum amounts:

1. Commercial General Liability Coverage, in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.
2. Automobile Liability coverage in the amount of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
3. For any employees, Workers' Compensation as required by the State of California, and Employers' Liability Insurance, One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
4. Professional Liability coverage in the amount of One Million Dollars (\$1,000,000) for errors and omissions.

B. **Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

1. The Association, its members, officers, employees and agents ("Insured Parties") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.
2. For any claims related to this Agreement, Consultant's insurance coverage shall be considered primary insurance as respects the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be excess of the Consultant's insurance and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
4. The insurer waives all rights of subrogation against Association, its elected and appointed officers, employees and agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Association, its elected and appointed officers, employees and agents.
6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to

the Association.

- C. Verification of Coverage: Consultant shall provide to the Association all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Association on or before commencement of performance of this Agreement. The Association reserves the right to require complete, certified copies of all required insurance policies at any time.
 - D. Acceptability of Insurers: All insurance companies providing coverage to Consultant for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall have an A.M. Best's rating of no less than "A:VII".
 - E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Association. At the Association's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
10. Assignment and Subcontracting: The parties recognize that a substantial inducement to Association for entering into this Agreement is the professional reputation, experience and competence of Consultant. Therefore, Consultant may not assign any right or obligation pursuant to this Agreement without the prior written permission of Association. Furthermore, Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of Association. Any assignment of any right or obligation or subcontracting of any work without Association consent shall be void and of no effect.
11. Nondiscrimination: Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) on the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.
12. Termination of Agreement: Either party may terminate this Agreement without cause upon giving sixty days written notice to the other party. In addition, Association may suspend Consultant's performance of the agreement upon 24 hours' notice, provided that such suspension shall not affect Consultant's compensation. In the event of such a termination, Consultant shall be entitled to any compensation owed for services rendered up to the effective date of termination.
13. Amendment: This Agreement constitutes the complete and exclusive statement of the Agreement to Association and Consultant. It may be amended or extended from time-to-time by written agreement of the parties hereto.
14. Litigation Costs: In the event either party commences legal action to enforce this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including attorneys' fees.
15. Written Notification: Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc.,

shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Association: Emeryville TMA
1300 67th Street
Emeryville, CA 94608
And:

If to Consultant: BKF Engineers
(address)
ATTN: (Point of contact)

16. **Waiver**: Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

17. **Execution**: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

18. **Venue**: In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Alameda, California.

//

//

IN WITNESS WHEREOF, the Association and Consultant have executed this Agreement as of the date first above written.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONSULTANT

By: _____
Chair

By: _____



July 12, 2017

Roni Hattrup
Emeryville Transportation Management Association
Gray-Bowen-Scott
1676 N. California Blvd., Suite 400
Walnut Creek, California 94596

**Subject: Proposed Emery Go-Round Bus Yard
Access Feasibility Study**

Dear Ms. Hattrup,

Per your email request regarding the proposed Emery Go-Round bus yard located on Mandela Parkway in Oakland, the Emeryville Transportation Management Association is interested in pursuing a long term lease with Caltrans for a site on Mandela Parkway in West Oakland to relocate their Bus Yard. As a result, the City of Oakland has requested an access feasibility study for accessing the site via Mandela Parkway. BKF Engineers (BKF) has prepared the following scope of work for the access feasibility study.

<i>TASK 1 – Perform traffic counts and prepare traffic memo (if necessary)</i>	\$5,000
<i>TASK 2 – Perform feasibility study for entrance to proposed Emery Go-Round bus yard from Mandela Parkway</i>	\$5,000
TOTAL	\$10,000

BKF Engineers (BKF) is submitting this scope of work as summarized below:

TASK 1 – Perform traffic counts and prepare traffic memo (if necessary)

BKF will request existing traffic counts from the City of Oakland for purposes of the access feasibility study. If found that the traffic information is outdated or insufficient to establish conclusions regarding site access, BKF will contract with Kittelson & Associates (KAI) to perform traffic counts along Mandela Parkway related to the site. The following itemizes the tasks to be performed by BKF and KAI during Task 1.

- BKF and KAI will perform a field visit to verify that the proposed access point provides adequate sight distance based on the Caltrans Highway Design Manual criteria. Recommendations will be provided to mitigate sight distance issues identified
- Emery Go-Round will provide BKF with the estimated number of vehicle trips into and out of the proposed bus yard during the peak hours of background traffic and the peak hours of bus movements.
- KAI will prepare a traffic memo regarding the turning movements from the proposed entrance on Mandela Parkway.
- KAI will collect data for weekday 72-hour traffic counts on Mandela Parkway between 34th Street and Horton Street near the proposed project entrance.

- KAI will use Highway Capacity Manual methodologies to assess the delay and volume to capacity (v/c) ratio for the left turn into (assuming the construction of a left turn pocket) and right turn out of the proposed bus yard access. This analysis will be performed for the background traffic AM and PM peak hours identified from the ADT count information as well as the peak hours of bus movements.
- KAI will document the findings for the operations of the access point and sight distance in a draft technical memorandum.

TASK 1 – DELIVERABLES:

- » Technical Memo including traffic counts

TASK 2 – Perform feasibility study for entrance to proposed Emery Go-Round bus yard from Mandela Parkway

BKF will perform an initial site walk-through to obtain preliminary measurements and observe any existing surface features including lighting and utilities within the proposed project area. No field survey will be performed for the purposes of this preliminary study. BKF will contact the City of Oakland to obtain information for Mandela Parkway within the limits of the project. These may include any existing relevant traffic counts and as-builts to date.

Using a Google-Earth aerial photo, BKF will layout the entrance driveway for the Bus Yard and the southbound left-turn pocket on Mandela Parkway. We will also perform a turning radius evaluation for a 40-foot bus using Auto-Turn software. If determined that a traffic signal is required for protection of the buses for the left-turn movement, BKF will prepare an exhibit showing the preliminary traffic signal pole locations for the proposed intersection.

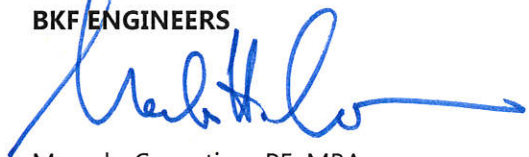
TASK2 – DELIVERABLES:

- » Draft Feasibility Study with Attached Exhibits
- » Response to comments from Draft Feasibility Study
- » Final Feasibility Study with Attached Exhibits

BKF looks forward to providing the Emeryville Transportation Management Association and Gray-Bowen-Scott with professional service and quality in preparation of the access feasibility study for the proposed Emery Go-Round Bus Yard. We appreciate the opportunity to submit this proposal and look forward to developing a great working relationship with you.

Very truly yours,

BKF ENGINEERS



Marcelo Cosentino, PE, MBA
Project Manager

Attachments:

1. Email from Roni Hattrup with Attachments

Marcelo Cosentino

From: Roni Hatstrup <Roni@graybowenscott.com>
Sent: Tuesday, July 11, 2017 10:11 AM
To: Marcelo Cosentino
Subject: Site Information - Proposed Emery Go-Round Bus Yard
Attachments: Proposed site location.pdf; Travel Pattern_EGRsite.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Marcelo,

As briefly described on the phone, the Emeryville Transportation Management Association is interested in pursuing a long term lease with Caltrans for site on Mandela Parkway in West Oakland to relocate our Bus Yard. We have met with Oakland staff members and Councilmember McElhaney to discuss our interests and proposed use for the site and they have asked us to study the option of accessing the site via Mandela Parkway (as opposed to Ettie Street, which we originally proposed). We'd like to know whether access to and from the site is feasible from Mandela Parkway.

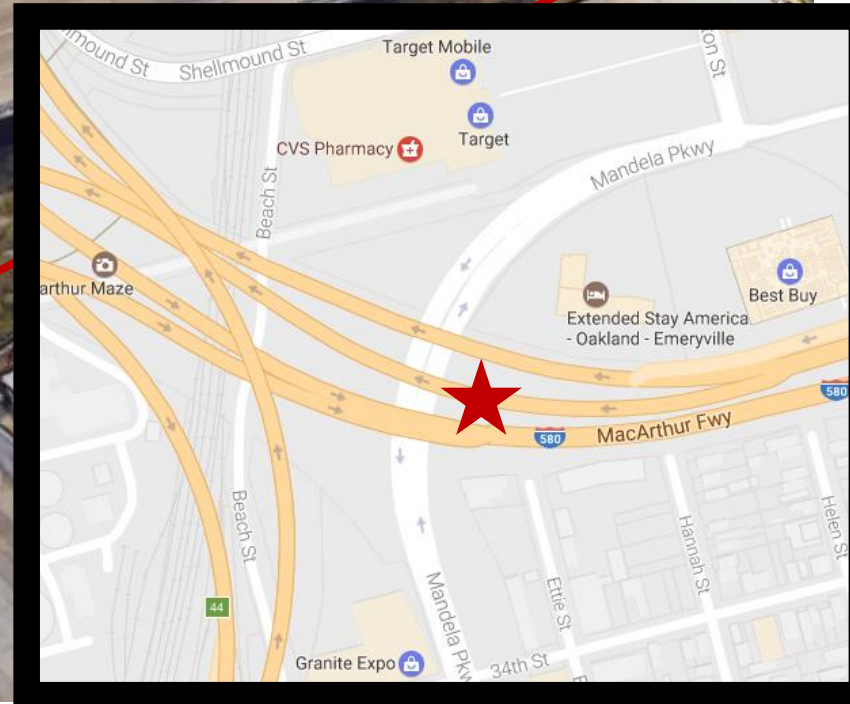
Let me know if you need additional information or have any further questions.

Thanks.

Veronica 'Roni' Hatstrup
Emeryville Transportation Management Association
Gray-Bowen-Scott
1676 N. California Blvd., Suite 400
T: (925)937-0980 ext. 212
C: (925) 899-4246
www.emerygoround.com



Proposed Emery Go-Round (EGR) Site Location

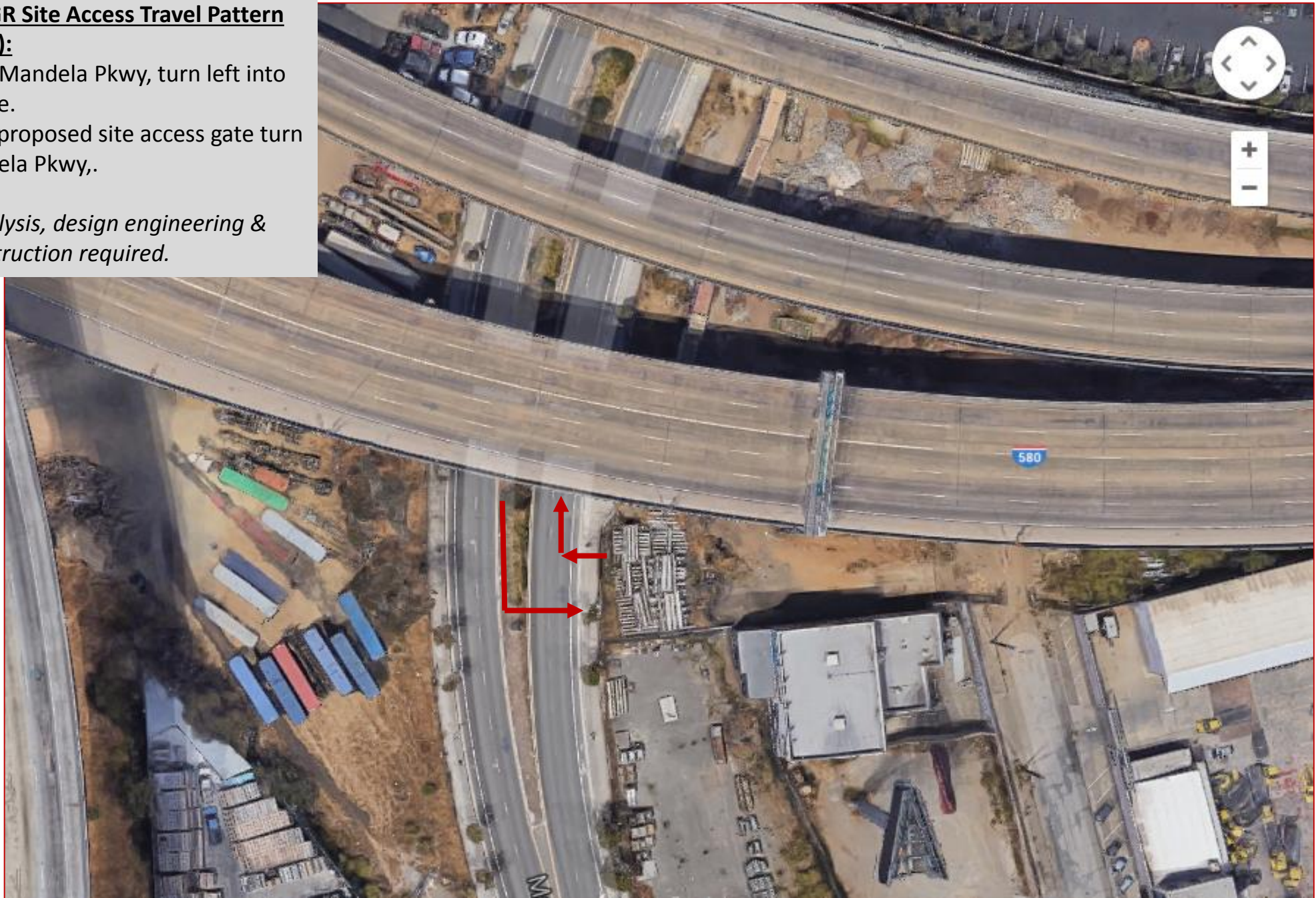


**Alternative EGR Site Access Travel Pattern
(to be studied):**

Ingress: from Mandela Pkwy, turn left into site access gate.

Egress – from proposed site access gate turn right on Mandela Pkwy,.

Feasibility analysis, design engineering & roadway construction required.





Emeryville Transportation Management Association

Proposal Submitted By:



June 23, 2017

June 23, 2017

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

Dear Ms. Hatstrup,

We are grateful to have the opportunity to prepare this response and to be considered to serve as the Emeryville Transportation Management Association's (ETMA) public relations consultant, on-call public media respondent and spokesperson.

BMW L is a full-service Bay Area public relations and communications firm. Our principals and staff are proud to have crafted and implemented hundreds of successful programs that communicated—in meaningful and effective ways—the importance of the public and personal investment in vital transportation services, public health, education, and infrastructure projects. It is in our blood.

BMW L has worked with a number of transportation agencies to develop successful communications, media and public outreach programs including Bay Area Rapid Transit (BART), Contra Costa Transportation Authority (CCTA), the San Diego Association of Governments (SANDAG), the San Francisco Bay Area Water Emergency Transportation Authority (WETA), and the Solano Transportation Authority (STA).

The Emery Go-Around has become an essential service for the people of Emeryville and the larger Bay Area community, providing the first and last connections for over 1.6 million passengers annually. In today's media climate, these passengers, the public, and the press expect ETMA to communicate with them about important service changes, major incidents and other initiatives that impact them. The need for crisis communications support and an on-the-record spokesperson has never been greater.

The following provides a brief overview of a proposed work plan, timeline and budget for this engagement.

- **Introduction and Assessment (25 Hours):** Meet and interview EMTA Board of Directors and staff to assess goals and unique needs of the agency, review current communications operations, and understand relevant aspects of the operation, including riding the Emery Go-Round to ensure a direct knowledge of the system;
- **Develop Communications Tools (60 Hours):** Develop annual communications plan and prepare all materials needed to support ongoing communications work including but not limited to media background materials, outbound communications platforms and templates (press releases, email blasts, etc.), press and email lists, social media platforms, and media calendar;

- **On-Call Media Response (40+ Hours a Year):** On-call, on-the-record media and community response for special events and initiatives, or in the event of a major incident or special event;
- **Social Media (40 Hours a Year):** Draft and update social media content to support annual communications plan, promote initiatives, and respond to incidents; respond to the public's social media inquiries; filter out negative content published by detractors; and provide paid advertising recommendations to grow social media following (if needed).

Through our communications and policy work on transportation issues in the Bay Area, BMWL has built strong relationships with members of the news media, transportation advocates, and community leaders, and is well-positioned to serve as ETMA's public relations consultant.

We would very much enjoy the opportunity to work with ETMA and we look forward to hearing your thoughts about this proposal soon.

Best Regards,



Jill Nelson Golub
Principal



John Whitehurst
Principal

Methodology for Delivery of Services

BMWL would begin its role as ETMA's public relations consultant by developing a work plan that includes clear deliverables and a timeline. The work plan will ensure the communications support work stays on-time and under budget, and efficiently accomplishes the Board's objectives. All of BMWL's work product will be reviewed and approved by ETMA's Executive Director or the agency's designated point of contact.

During active stages of the project, BMWL will conduct weekly meetings with the ETMA's executive director to provide updates on progress and receive feedback. When BMWL is not conducting active work, we will be available for ongoing project check-ins on an as-needed basis. BMWL will also be available to present updates on progress and plans to the Board of Directors at their convenience.

Finally, given the on-the-call nature of the work, BMWL will incorporate as much advanced planning as possible so that the agency and our team are prepared in the event of an emergency, even if essential staff are on vacation or unavailable. We will also work with ETMA to designate a back-up point of contact that will be on-call for approvals in those instances.

Relevant Case Studies (Partial List)

Contra Costa Transportation Authority – Public Engagement, Communications Strategy, Media Relations

BMWL worked with the Contra Costa Transportation Authority (CCTA) to complete the most successful public outreach program ever conducted by the agency for the development of the transportation expenditure plan (TEP). Over 10,000 people participated by sharing their ideas and priorities through an online survey, a series of telephone town halls, a printed survey, and public meetings. CCTA was able to achieve these results through the use of direct mail, social media advertising, a series of web videos, and media outreach, all developed and managed by BMWL. This work earned favorable editorials and the agency saw an increase in public and stakeholder support for its agenda.

City of Hercules – Public Engagement, Communications Strategy

BMWL was retained by the City of Hercules to build public support for opening a Capitol Corridor train stop in Hercules. BMWL devised a communications strategy that attracted regional stakeholders, opinion leaders, and members of the public to support the plan. BMWL coordinated and directed a telephone town hall that featured Congressmen Mike Thompson, Mark DeSaulnier and local elected officials, ultimately attracting the participation of 1,200 West County residents in the lead up to the Capitol Corridor Joint Powers Authority's vote on the train stop.

UCSF Medical Center – Public Relations, Communications Strategy, Media Relations

BMWL led a successful effort to build public support for and negotiate a consensus traffic mitigation plan with the City and County of San Francisco and the Golden State Warriors. BMWL worked with UCSF to create public opinion research, messaging, media coverage and digital advertising to promote a "Win-Win" transportation management plan to protect patient safety at UCSF Mission Bay in the face of construction of a Warriors Arena in the vicinity. BMWL helped advise and staff negotiations with the team and the City and County that resulted in an unprecedented deal with an NBA team.

Sonoma County Department of Health Services – Communications Strategy, Media Relations

BMWL was retained by the Sonoma County Department of Health Services to inform the public about the County's Five Pillars of Dental Health program that promoted equal access to dental care. BMWL commissioned a public opinion research instrument that found the public overwhelmingly believed dental care

had been unequal in Sonoma County and needed to be fixed. We then used these findings to push out paid media and earn favorable press coverage, including a *Sonoma Press Democrat* opinion editorial, and ultimately securing the Sonoma County Board of Supervisors' approval of \$3.5 million funds for a dental health program aimed at addressing the inequity.

References

Barbara French
Vice Chancellor, Strategic Communications & University Relations, UCSF
Phone: (415) 476-6296
Email: bfrench@ucsf.edu

Amy Worth
Past Chair of MTC, Ex-Officio Member of Contra Costa Transportation Authority, Vice Mayor of Orinda
Phone: (925) 212-4511
Email: atworth@comcast.net

Julie Pierce
ABAG President and City of Clayton Councilmember
Phone: (925) 518-4446
Email: julie_pierce@comcast.net

Bruce Harter
Superintendent, West Contra Costa Unified School District (Ret.)
Phone: (510) 619-6420
Email: bharter2012@gmail.com

Jim Spering
Solano County Supervisor, MTC Commissioner, Solano County Transportation Commissioner
Phone: (707) 784-6136
Email: JPSpering@solanocounty.com

Proposal

For the work outlined in this proposal, BMWL proposes an hourly billable fee structure as follows:

Title	Billing Rate (per Hour)
Partner	\$250
Vice President	\$200
Director	\$175
Senior Associate	\$125
Associate	\$75

Applying these hourly rates to the work plan outlined above and in the RFP, we estimate the following overall costs for the program:

Scope Items (per RFP)	Estimated Cost
Proactive communications and response to written and televised media inquires	\$12,500
Proactive communication and response to community inquires	\$7,500
Strategic communication and response to social media inquires	\$10,000
Draft, edit, seek approval and distribute media materials such as press releases and advisories.	\$6,000
Develop public relations strategies with targeted outreach for the ETMA's special initiatives	\$4,000
Total Estimated Cost	\$40,000

BMW | History, Profile and Experience

BMW is a boutique strategic communication, public relations and advocacy firm with a largely local and regional practice. Founded in the year 2000, our firm is distinguished by the fact that we possess—within one organization—all of the core competencies necessary to meet most any communication, public affairs or public relations challenge. We are selective about who we take as clients to ensure our principals and senior staff members have time to direct and do the work ourselves. For these reasons, BMW is able to consistently deliver results, value and accountability.

Some of the many clients we've successfully represented include:

- Alameda County Transportation Sales Tax
- AT&T
- Bay Area Bridge Toll - Regional Measure 2
- Bay Area Rapid Transit (BART)
- Building Industry Association
- Chevron
- City College of San Francisco
- City of Hercules Regional Intermodal Transit Center
- City of Oakland Hotel Tax
- Clear Channel Outdoor
- Clinton Reilly Holdings
- Committee for Industrial Safety
- Committee on Jobs
- Congressman Mike Thompson
- Contra Costa Transportation Authority
- Contra Costa Transportation Sales Tax
- Don Perata for State Senate
- East Bay Regional Parks District
- East Bay Regional Parks District Bond Measure
- Hellman and Friedman
- Kentfield Elementary School District
- Menlo Park Elementary School District
- Menlo Park School District Parcel Tax
- Mill Valley School District Parcel Taxes
- Napa County Land Use Measure (Napa Pipe)
- Pixar Studios, Emeryville
- Republic Services
- San Diego Association of Governments (SANDAG)
- Santa Barbara County Transportation Sales Tax
- San Francisco Public Utilities Commission
- Shorenstein LLC
- Signature Development
- SMART Train
- Solano Transportation Authority
- TransForm
- United Professional Firefighters of Contra Costa County
- Waste Management
- Water Emergency Transportation Authority
- West Contra Costa Realtors
- West Contra Costa Unified School District Parcel Taxes and Bond Measure

ABOUT BMW L

At BMW L, we devise and execute winning advocacy, communication, community organizing and public affairs campaigns.

Our disciplined research, message, organizing and government relations programs allow our clients to effectively tell their stories, influence decision-makers and win in the halls of government, at the ballot box and in the marketplace of ideas.

We possess all of the tactical competencies and capacities needed to meet most any challenge. We are distinguished in the marketplace by the deep and diverse experience of our team.

And it is why we consistently deliver value and accountability for our clients.

GOVERNMENT RELATIONS

In the halls of government, experience, reputation and relationships matter—and we bring to bear dozens of years of knowledge and a track record of professionalism.

MESSAGE AND DELIVERY

We master the art of telling stories and shaping debates via earned and paid media techniques—conceived and carried out by award-winning former journalists and creative talent.

COMMUNITY OUTREACH

We use data analysis, communication savvy, relationships and familiarity to identify, reach and inform key constituencies and ignite action.

POLITICAL ORGANIZING

Politics is the art of persuasion—often best carried out through the strategic partnerships we excel at, drawing on decades of engagement with business, labor, and local and regional community groups and political organizations.

CRISIS COMMUNICATION

Our firm has unmatched experience on both sides of the keyboard, microphone and lens that we put to work anticipating, preparing for and responding to media attention and publicity.

RESEARCH AND STRATEGY

We offer policy and issue analysis, investigative and polling expertise from running campaigns, serving legislative bodies, and reporting for leading newspapers and news magazines.

PUBLIC RELATIONS

We build community, industry and political profiles and brands through news and social media, creative advertising, community engagement, giving and coalition formation

BMW Team



Jill Nelson Golub

Principal

Project Lead - Resume Attached

Jill Nelson Golub provides BMWL clients with a wide range of strategic communications, political and campaign expertise. Since joining the firm in 2009, Jill has helped BMWL clients achieve key successes, including the Contra Costa Transportation Authority, Nike Women's Marathon, and San Francisco Botanical Garden Society.

Jill's diverse background includes work in local government, electoral politics, policy research, strategic communications, new media and community organizing. Jill relocated to San Francisco from New York, where she gained extensive experience as a political strategist and senior government aide. She served as Chief of Staff for New York City Council Member David Yassky, as Political Director for Yassky's campaign for Comptroller, and as Director of External Affairs for Manhattan Borough President Scott M. Stringer.

Jill has a degree in Political Science from Emory University.



John Whitehurst

Principal

Project Lead - Resume Attached

John has successfully led more than 100 public affairs, communications, and outreach campaigns over the last 20 years. As a chief strategist at BMWL and Partners, he has directed hard fought victories for a wide range of clients in land use, healthcare, transportation, gaming, public infrastructure, and education.

Known for managing programs with discipline and focus, John employs a variety of skills garnered from years of managing issue and political campaigns throughout the country. He uses high impact techniques that move people to take action and help his clients win. John has been highly successful in helping business, labor, and non-profits achieve their government relations goals and has one of the best win records in the state. Through his work, John has developed relationships with key leaders in local, regional, state, and national government.

Prior to co-founding BMWL and Partners, John founded Whitehurst Campaigns in 1990 after working in several capacities in political consulting. His first professional political campaign was Gary Hart for President in 1984 where he learned to organize in Iowa, Pennsylvania and California. John holds a Bachelors Degree in Political Science from American University.



Mark Mosher
Principal and Creative Director

Mark is an award-winning creative director and public policy strategist with 20 years of experience as a journalist, media-relations executive, political consultant, and creative director for commercial and political media. In 2012, Mark's work earned the firm over 20 "Pollie Awards" from the American Association of Political Consultants for television, direct mail, and logo and sign designs. Mark has spent several years assisting labor unions such as SEIU International, SEIU 1021, SEIU 721, SEIU 521, SEIU 221, UHW, and CSEA with communication programs and elections.

Mark previously worked as a principal strategist to the San Francisco business and labor communities. Prior to co-founding BMWL, he was executive director of the Committee on Jobs, a coalition of CEOs of San Francisco's largest corporations. He has directed successful ballot measure campaigns and issue advocacy efforts. Mark served as Executive Director of Governor Schwarzenegger's California Commission for Jobs and Economic Growth, where he developed the state's economic development advertising and helped organize the state's five successful international trade missions.

Mark attended the University of Michigan and the London School of Economics.



Sam Lauter
Principal

Sam Lauter is a public affairs professional with over 30 years of experience in local, state and national politics. Sam, a fifth-generation San Francisco native, utilizes his years of experience to manage Barnes Mosher Whitehurst Lauter & Partners' public affairs and lobbying business.

Sam specializes in putting together public affairs strategies that include building relationships with the community and navigating the corridors of city halls or Sacramento. Additionally, Sam has built an extensive network of contacts in Washington.

Sam came to BMWL & Partners from Pacific Gas & Electric Company (PG&E) where he served as its primary contact and strategist in government and community relations for both San Francisco and San Mateo counties. He began his professional career on the district staff of Congressman Philip Burton. Sam worked on the presidential campaign and Senate staff for Joseph R. Biden, Jr. (D-DE), where he served as the Senator's personal assistant and later for Lt. Governor Leo McCarthy, where his responsibilities included field strategy, advance work, fundraising and speechwriting.

Sam is a key voice and fundraiser for the organized Jewish community in both the Bay Area and Washington, D.C. Among Sam's affiliations: Past Chair of the Northern California Board of Directors of the American Israel Public Affairs Committee (AIPAC); member, National Council of AIPAC; and he has served as California State Chair of the Jewish Public Affairs Committee.

Sam graduated from the University of California, Berkeley, with a Bachelor of Arts in Political Science.



Morgan White
Senior Associate

Morgan has more than ten years experience in media production. In today's hyper-visual society he brings clients' content to the public with professionalism and creativity. He is excited to combine his two passions: politics and media.

Morgan worked as a staffer on back-to-back mayoral campaigns before he moved to Los Angeles to focus on film. He is returning to the Bay Area after three years as a director of photography. In addition to cinematography he has experience in graphic design, social media and photography. Morgan finds an effective way to distill the message and communicate it to the target audience. He cuts through the chatter for his diverse client base with high quality production. Morgan is a graduate of the University of California at Santa Cruz.



Paul Murre
Senior Associate

Paul Murre brings a diverse set of skills and experiences to the table that help our clients meet their goals and surpass expectations. His background in opposition research, operations, and grassroots organizing make him a crucial asset to projects of all types.

Most recently, Paul worked as a Research Analyst at Oakland-based VR Research. In that capacity, Paul led opposition research efforts on behalf of dozens of campaigns, labor unions, and Fortune 500 companies across the nation. Previously, Paul oversaw operations on Joanna Rees's campaign for San Francisco mayor, which included the management of a 100-staff member payroll. During the 2010 election cycle, Paul was the Director of Students for Gavin Newsom, bringing statewide campus organizing to Gavin Newsom's successful campaign for Lieutenant Governor.

Paul is a graduate of San Francisco State University, where he majored in Political Science. While at SFSU, he was President of the California College Democrats. In that role, Paul designed and implemented a statewide Get-Out-The-Vote campaign that incorporated social media ads, SMS text messages, and field organizing to mobilize students behind Proposition 30, a ballot measure that secured \$6 billion for California's schools and colleges. He also served as the National Secretary of the College Democrats of America, bringing a national perspective to his strength in state and local politics.



Yolanda Cheers
Business Manager

Yolanda has more than nine years of experience in financial and administrative consulting at various levels of government, education, non-profit and within the private sector. She is a fiscal and grants executive with a proven track record managing processes, procedures, and staff.

In her previous position, as the Deputy Director for the DC State Commission for National and Community Service located within the Executive Office of the Mayor of Washington, DC, she was responsible for a broad range of programmatic, financial oversight and management duties. Some of her successes over the past 7 years include the negotiation of competitive contracts to reduce expense from \$250K-\$400K, reducing cash outlay by \$1.25 million, achieving post-merger synergies of \$3-\$4 million annually and increasing the annual operating budget from \$10-\$15 million.

She also has excellent skills in strategic planning, budget forecasting, and expenditures.

Work Experience

Barnes, Mosher, Whitehurst, Lauter and Partners
Whitehurst/Mosher Campaign Strategy and Media*Principal*

December 2016 – Present

Vice President

January 2013 – December 2016

Director

December 2011 – December 2012

Senior Associate

November 2009 – November 2011

- Provide clients with a wide range of strategic communications, political and campaign expertise.
- Successfully manage a variety of communications and marketing campaigns including providing overall communications strategy, conducting press and media outreach, producing direct mail, television, radio, and online media and managing advertising campaigns.
- Serve as manager for numerous winning political campaigns, including a parcel tax campaign for the West Contra Cost Healthcare District, a hospital merger campaign for the Sierra Kings District Hospital, Noreen Evan's campaign for State Senate, and simultaneous bond and parcel tax measures for the West Contra Costa Unified School District.
- Achieve key legislative successes on behalf of a number of organizations, including the Contra Costa Transportation Authority, San Francisco Arts Alliance, San Francisco Botanical Garden Society, and the Nike Women's Marathon.

David Yassky for New York City Comptroller*Political Director and GOTV Coordinator*

August – September 2009

Political Director

January – May 2009

- Planned and executed two citywide GOTV operations that helped to yield over 100,000 votes in a four-way race for the primary election and then again for the two-way runoff election.
- Developed campaign's strategy to establish political relationships with key endorsers, including elected officials, Democratic Party organizations, and labor unions. Maintained tracking systems for key relationships and oversaw successful completion of outreach plan.
- Served as a key member of the campaign's central leadership and contributed significantly to the creation of overall campaign strategy in early phase of the campaign, including selection of consultants, hiring staff, development of media strategy, and production of paid media.
- Supervised the creation of over 15 policy position papers, managed the completion of all campaign questionnaires, and oversaw all press events.
- Successfully launched www.itsyourmoneynyc.com, a groundbreaking initiative to put the entire City budget and all Council discretionary funding online in an easy to use, publicly accessible database – an accomplishment that was later featured in the candidate's endorsement by *The New York Times*.

Office of Council Member David Yassky, Brooklyn, NY*Chief of Staff*

March 2008 – May 2009

- Directly supervised staff of seven and oversaw all office operations including press, scheduling, constituent affairs, community issues, and legislation and policy initiatives.
- Created and executed strategic plan to research, develop and unveil bimonthly policy initiatives, including the Sustainable Roof Act, a report exposing unethical practices in the taxi industry, and a Guide to the Federal Stimulus Package for Small Businesses. Achieved significant press coverage for each initiative, utilized social and political networks to gain exposure for issues, and organized to achieve meaningful progress on policy solutions.
- Served as primary political advisor to the Council Member and guided strategic relationship building with key elected officials, labor unions, and political and community leaders through community organizing efforts and strategic scheduling.

Office of Manhattan Borough President, New York, NY*Director of External Affairs*

December 2006 – March 2008

Deputy Director of External Affairs

January 2006 – December 2006

- Oversaw all aspects of unit responsible for special events, strategic planning, and cultivation of relationships with cultural organizations, elected officials, labor unions, and other important civic leaders and institutions.
- Served as the Borough President's primary liaison to organized labor, coordinating with union leadership on policy initiatives, task forces, events and other issues.
- Directly managed all aspects of more than fifty special events, ranging from town hall meetings to large public

hearings, including the annual State of the Borough Address, attended by 500 guests. Developed logistical plans and delegated responsibilities for successful events.

- Served as a key member of the Borough President's senior staff and played a significant role in strategic and political decision-making.

Vote Yes for Transportation, New York, NY

Manhattan Field Director

October – November 2005

- Organized all field activities in Manhattan for the successful campaign to pass an initiative providing billions for transportation infrastructure, which exceeded expectations by winning two-to-one in New York City.
- Recruited and managed paid field workers to promote visibility in key locations for the proposition on a daily basis leading up to and including Election Day.
- Worked extensively with elected officials, Democratic clubs, and labor unions to organize field activities and press events.

Scott Stringer for Manhattan Borough President, New York, NY

Field Organizer

May – September 2005

- Organized field activities in two key Assembly districts by recruiting over one hundred volunteers, and organizing field events, phone banks, and “meet-and-greets” in strategic locations.
- Worked extensively with Democratic clubs and elected officials on the West Side of Manhattan.
- Successfully organized the districts to win the region overwhelmingly, which was critical to achieving victory in the highly contested eight-person race.

NYS Assembly Office of Communication & Information Services, Albany, NY

Senior Research Analyst

July 2003 – May 2005

Research Analyst

January – May 2002

- Aided in the formulation and execution strategic communication plans for key Assembly Members.
- Researched demographic, geographic, and political statistics to create individualized profiles of key New York State Assembly districts
- Maintained bill tracking system for legislation of interest and coordinated relevant background research.
- Assisted with the 2002 New York State redistricting process

Democratic Assembly Campaign Committee, Albany, NY

Field Operative

July 2003 – May 2005

- Aided in the creation and implementation of strategic campaign plans that included message development, media strategy, polling data, voter history, voter contact, and background research.
- Managed and coordinated daily activities of field staff and volunteers.
- Worked with political consultants, county and local government officials, and labor unions.
- Successfully managed highly contested 2004 Assembly campaign.

Democratic Party of Georgia, Atlanta, GA

Research Analyst

January – May 2001

- Researched financial, political, and personal information on candidates and persons of interest.
- Conducted extensive research-related fieldwork and presented detailed analyses.

Education

Emory University, Atlanta, GA

- BA in Political Science, May 2003
- Minor in Judaic Studies

Community Activism

Raoul Wallenberg Jewish Democratic Club, San Francisco

Political Action Committee Chair

June 2013 – Present

Democratic Central Committee Delegate

December 2013 - Present

San Francisco Young Democrats

Issues and Action Committee Chair

January 2011 – February 2013

Furry Friends Rescue, Fremont

Volunteer

October 2009 – June 2010

Highlights

- Leading political consultant, media strategist, and community organizing specialist.
- 30 years of experience leading and managing strategic communications, public affairs, and ballot campaigns for causes, companies, government agencies, candidates, unions, school districts, transportation agencies, hospitals, trade associations and non-profits.
- Developed communication, organizing, and turnout techniques used in strategic communication, public affairs, and ballot campaigns.

Employment History

BMWL and Partners

Principal/Partner 2001 - Present

Whitehurst /Mosher Campaign Strategy and Media

Principal/Partner 2001 - Present

Whitehurst Wines

Owner 1991 - 2000

Whitehurst Campaigns

Chief Executive Officer 1991 - 2000

Clinton Reilly Campaigns

Vice President 1987 - 1990

Democratic Foundation of Orange County

Executive Director 1985 - 1986

Gary Hart for President

Organizer – Iowa Caucus, Pennsylvania, and California 1983 - 1984

Opposition Researcher

Key Skills

Public Interest and Community Organizing Campaigns

- Ran successful transportation tax campaigns that resulted in \$30 billion for transportation in Alameda, Contra Costa, and Santa Barbara Counties
- Led winning school campaigns for San Francisco Unified School District (five), City College of San Francisco (four), Mill Valley Unified (four), and West Contra Costa Unified School district that have resulted in \$3.5 billion in bonds in revenue.
- Managed groundbreaking campaigns for San Francisco public institutions that have led to the improvement, building or rebuilding of the San Francisco Library (three), San Francisco Zoo, Moscone Center, Fine Arts Museums, Golden Gate Park (garage), San Francisco General Hospital, and Laguna Honda Hospital.
- Directed candidate campaigns and independent expenditures for a multitude of candidates including Mayor Willie L. Brown Jr, State Senator Don Perata, State Senator Noreen Evans, Governor Jerry Brown, Lt. Governor Gavin Newsom,

John Whitehurst

(415) 615-0311 • JohnW@bmwl.net

Congressman Mike Thompson, District Attorney George Gascon, City Attorney Dennis Herrera and more.

Strategic Communications

- Led successful strategic communication projects and services for associations such as Building Industry Association of the Bay Area, Golden Gate Restaurant Association, the Jobs and Housing Coalition, Committee on Jobs, and the Coalition for a Secure Energy Future.
- Ran comprehensive communications programs for unions such as United Educators of San Francisco, California Teachers Association, and Service Employees Union Locals 1021, 721, and United Health Care Workers West.
- Provided strategic support for non-profits like Friends of the San Francisco Library and the SF Late Night Coalition.
- Worked on communications programs for government agencies including the Water Emergency Transit Authority, Mt. Diablo School District, Doctor's Medical Center, and Contra Costa Transportation Authority.

Education

American University, B.A.

1979 – 1983

Political Science Major, Elections Concentration

Affiliations and Awards

- More than 50 "Pollie" Awards from the American Association of Political Consultants for excellence in organizing, direct mail, TV, radio, collateral, design, campaign innovations, and general campaign strategy.
- Honored as a "Rising Star" by *Campaigns and Elections Magazine*
- Honored by CARAL with their annual Abortion Rights Crusader award
- Member of the American Association of Political Consultants

About the Gallen.Neilly.Amaral Team

Tim Gallen: Tim has spent more than 40 years building the relationships and expertise needed to establish a nationally-respected reputation as one of the commercial real estate industry's leading market positioning and media strategies architects. He has consulted for virtually every regimen in the real estate development, management and investment industry, including crisis communications strategies. He has also created and coordinated master market positioning programs for entrepreneurial, corporate, municipal and institutional concerns. He has also designed and implemented both domestic and global strategies for some of the commercial real estate industry's best-known real estate developers, investors, service companies, lenders, financiers and advisors. Gallen maintained a 25-year relationship supporting Ernst & Young's global real estate practice, and has worked similar long term image positioning and market branding campaigns for equally respected companies like The Swig Company, Camden Property Trust, Chambers Street Properties, DivcoWest, Equity Office, The Shorenstein Companies, Vornado Realty Trust, GLL Properties (Munich, GR) and Wareham Development, to name a few. A graduate of the University of Florida College of Journalism, Tim has also served in many business related community efforts. Including in an advisory capacity for the Urban Land Institute (ULI), the National Association of Corporate Real Estate Executives, the National Association of Real Estate Investment Trusts, the Real Estate Investment Association and the National Association of Real Estate Editors. In addition to co-founding a Boy Scouts Real Estate 100 group, he has served for nine consecutive years on the Gala Committee of the Northern California Boy Scouts organization, a group that sends young, inner-city children to discover for the first time the glory of nature and leadership at summer camp.

Andrew Neilly: Andrew has more than 20 years experience counseling national and international clients in the real estate investment sector on media relations strategies. Prior to joining Gallen Associates in 1997, he spent seventeen years covering the U.S. commercial real estate market as a writer and served the financial sector as a reporter and editor in both North America and the United Kingdom. Andrew has written extensively on a wide range of commercial real estate topics, including pension fund investments, REITs and other real estate specific financial sectors. A native of the United Kingdom, Andrew has an honors degree in American Studies from the University of Kent at Canterbury (UKC), where he majored in American History. He is a lifetime supporter of Glasgow Celtic F.C. and the Scottish national football team, but asks that you don't hold that against him.

Nancy Amaral: A Northern California native, Nancy is more than just the organizational brain behind Gallen.Neilly.Amaral's nationwide market positioning and media strategy programs, she's also a valued advisor to several of the firm's key clients. In her more than seventeen years with the firm, Nancy has supervised the establishment of numerous integrated and ongoing media outreach and marketing programs—including new media and social technology support programs. Nancy has spent several years focusing, initiating and institutionalizing the online presence of several of the firm's clients and assisting them with training in social media outreach. Nancy graduated from California State University- Hayward (now CSU East Bay) with degrees in Liberal Arts and Human Development.

About Our Experience

Gallen.Neilly.Amaral is an affiliate of Gallen Associates, Inc., established in Miami, Florida in 1974 and relocated to the San Francisco Bay Area in 1978. Our first office on the West Coast was located in the Powell Street Building in Emeryville, CA. We have developed market positioning and media strategy programs for virtually every conceivable function in the commercial real estate and investment industry. In recent years, Gallen.Neilly.Amaral has designed industry-positioning programs for law firms, hotels/resorts, city governments, non-profits and private/political initiatives. Although we have been among the nation's top market positioning and media strategies firms for several

decades, our size has remained small and our client base national in scope. In fact, Gallen.Neilly.Amaral has maintained essentially the same national client base for more than 15 years. Gallen.Neilly.Amaral has also received significant recognition from within its own industry, including the prestigious Gold Quill award from the International Association of Business Communicators. Our www.gallen.com "Journalist Information Center" was recognized by Site Selection magazine for its utility and creativity.

How We Intend to Deliver Results

1. **Provide proactive communication and strategic responses to written and broadcast media inquiries:**

Gallen.Neilly.Amaral (GNA) will employ a number of different tools and techniques to create strategic messaging and then convey those messages to appropriate opinion leaders and media. We encourage our clients to immediately forward all media inquiries to GNA, as the first line of constructive communication. We will then determine the nature of the call, brief you on what representations have been made, and help you prepare an appropriate response on a timely basis. We are available 24/7 to handle inquiries from the media, and have earned the respect of many well-known media people, writers and broadcast journalists here in Northern California, nationally and in Europe and Asia for being a responsible counsel to our clients.

We write and distribute a number of constructive messages including strategic media alerts and press releases on an as-needed basis, and compliment proactive efforts with social media support, such as Twitter & Facebook posts with links, photos, etc.

2. **Respond to community & social media inquiries:**

GNA will 'field' calls, reach out to the appropriate and designated representatives of the Emeryville Transportation Management Association for feedback/input and then handle those inquiries appropriately. This will require regular involvement in both media discussions and your social media activities. We would need to know how many accounts exist and if there are any sort of monitoring systems already in place. Strategic proactive Tweets and social media posts can support communications put out by GNA on behalf of the Emeryville Transportation Management Association.

3. **Draft, edit, seek approval and distribute media materials such as press releases and advisories:**

GNA, at the request of the Emeryville Transportation Management Association, would draft press releases or other communication as the need arises. The press release draft would then be circulated to the appropriate parties at the Emeryville Transportation Management Association for feedback and edits made. A final draft would be distributed to the media once a final approval has been given in writing (via email). In some cases, we may recommend leading with a conversation with a particular reporter or writer. Press releases are distributed by GNA to our media lists, via our email, posted to our website and on Twitter. Some press releases may be more effective when placed on a wire service, such as Business Wire. Business Wire is a paid-for service and the Emeryville Transportation Management Association would be responsible for paying for that service, at no mark-up from GNA (GNA would get approval for a wire service from the Emeryville Transportation Management Association ahead of time). We would also utilize free wire services, where possible.

5. **Develop targeted outreach for the ETMA's special initiatives:**

This should be discussed on an as-needed basis. Costs will depend on how many special initiatives there are, how often, what they entail, etc.

References

- Judy Wetterer, Wareham Development: jwetterer@warehamproperties.com, (415) 457-4964
- Julie Keel, Camden Property Trust: jkeel@camdenliving.com, (713) 354-2865
- Chris Quiett, GLL Real Estate Partners: chris.quiett@gll-partners-us.com, (925) 977-1776

Cost of Services (through December 31, 2018)

Based on our regular-minimum monthly retainer of services, our hourly as-needed rate would be \$250 per hour... we would need to place a cap of 20 hours per month on this project. If GNA services go over 20 hours per month, we would need to revisit our agreement and move towards a monthly retainer.

2017 Rider Survey

*The purpose of this survey is to gather feedback from our riders to determine your level of satisfaction with the Emery Go-Round Free Shuttle and to identify any improvements and potential efficiencies we should consider for future service planning. Please complete this survey either online at _____, or complete this form and place it in the survey collection box on any Emery Go-Round Shuttle. The rider surveys will be collected on **September 29th**, so please provide your feedback beforehand. We THANK YOU for taking the time to provide your feedback.*

1. On a scale of 1-5, how satisfied are you with our service?

Not Satisfied

1

2

3

4

Very Satisfied

5

2. Where would you like to see improvements in our service?

___ Schedule Adherence

___ Bus Stop Signage & Wayfinding Information (riders guide)

___ Customer Service

___ Other (please explain): _____

3. On a scale of 1-5, please rate Emery Go-Round's ease of use.

Not Easy to Use

1

2

3

4

Very Easy to Use

5

4. On a scale of 1-5, please rate the reliability of Emery Go-Round.

Not Reliable

1

2

3

4

Very Reliable

5

5. On a scale of 1-5, please rate the courtesy of our drivers.

Not Courteous/Helpful

1

2

3

4

Very Courteous/Helpful

5

6. On a scale of 1-5, please rate the cleanliness of our buses.

Not Clean

1

2

3

4

Very Clean

5

7. How often do you use Emery Go-Round?

___ Daily (5-7 days/week)

___ Frequently (3-4 days/week)

___ Occasionally (1-2 days/week)

___ Rarely (less than 1 day/week)

8. If the Emery Go-Round Shuttle did not exist, how often would you use public transportation?

___ Daily (5-7 days/week)

___ Frequently (3-4 days/week)

___ Occasionally (1-2 days/week)

___ Rarely (less than 1 day/week)

In December, 2016, we launched a new real-time tracking system and EMERYGO Smartphone App. We'd like to hear your feedback.

9. Have you used the new real-time tracking system?

___ Yes

___ No

If you answered “No” to question 9 above, please skip questions 10 through 17 below.

If you use the mobile site www.egrshuttle.com, please answer questions 10 through 13 below. If you use the EMERYGO App, please answer questions 14 through 17 below.

10. On a scale of 1-5, please rate the accuracy of the real-time arrival data using the mobile website.

Rarely				Very
Accurate				Accurate
1	2	3	4	5

11. On a scale of 1-5, please rate the ease of use on the mobile web site.

Not Easy				Very Easy
to Use				to Use
1	2	3	4	5

12. How do you use the mobile web site?
- ___ To view estimated arrival predictions for my shuttle stop.
- ___ To view the location of vehicles on the live map.
- ___ Other (please describe): _____

13. How often do you experience connectivity issues with the mobile website?

___ Not Very Often

___ Occasionally

___ Frequently

14. On a scale of 1-5, please rate the accuracy of the real-time arrival data using the EMERYGO App.

Rarely				Very
Accurate				Accurate
1	2	3	4	5

15. On a scale of 1-5, please rate the ease of use on the EMERYGO App.

Not Easy				Very Easy
to Use				to Use
1	2	3	4	5

16. How do you use the EMERYGO App?
- ___ To view estimated arrival predictions for my shuttle stop.
- ___ To view the location of vehicles on the live map.
- ___ Other (please describe): _____

17. How often do you experience connectivity issues with the EMERYGO App?

___ Not Very Often

___ Occasionally

___ Frequently

Lastly, we’d like to learn about your commute or transit use patterns. Could you provide us with some information about your typical origin and destination information, when using the Emery Go-Round?

18. What is the purpose of your trip today?

___ Commuting to/from work.

___ Commuting to/from school.

___ Shopping/entertainment.

___ Business travel (commuting to/from hotel for business)

___ Other (please specify): _____

19. Are you using the Emery Go-Round for access to/from BART?

___ Yes

___ No

20. What is your residential zip code? _____

**ETMA 2017 - 2nd Quarter Financial Reports
(Cash Basis)**

7/11/2017

EMERY GO-ROUND

(Cash Basis)

(Cash Basis)

2nd Quarter Financials					
	2017 Budget	Actual Revenue Rec'd to Date	Variance	% of revenue received	Notes
Revenue					
<u>PBID Revenue</u>					
Net PBID Revenue	3,298,681	3,298,681	1,649,341	100%	
<u>Non-PBID Revenue</u>					
City - General Benefit Contribution	522,632	261,316	-	50%	2nd Installment expected in July.
ETMA Billed Revenue	95,504	92,781	45,029	97%	
BGTMA (Net balance of WBS revenue)	35,000	20,555	3,055	59%	
Other Revenue	3,000	484	(1,016)	16%	
Subtotal Non-PBID Revenues	656,136	375,136	47,068	57%	
Total Revenue	3,954,817	3,673,817	2,685,113	93%	
	2017 Budget	Actual Costs to Date	Variance	% of Budget Expended	Notes
Expenditures					
<u>Direct Costs</u>					
Bus Leases/Purchases	500,000	150,825	(99,175)	30%	Payments through March 2017.
Maintenance	350,000	130,429	(44,571)	37%	
Operations Contract	1,915,000	646,231	(311,269)	34%	
Fuel	325,000	110,927	(51,573)	34%	
Communications	40,000	62,642	42,642	157%	
Miscellaneous Operating Costs	20,000	3,540	(6,460)	18%	Actual costs include delayed payments to Syncromatics from 2016. Also includes delayed payment for GTFS Software.
Subtotal Direct Costs	3,150,000	1,104,594	(470,406)	35%	
<u>Indirect Costs</u>					
Professional Services	475,000	223,631	(13,869)	47%	#DIV/0!
Occupancy (site lease, utilities, etc.)	150,000	60,775	(14,225)	41%	
Membership/Public Outreach Expenses	13,500	6,295	(455)	47%	
Pilot Projects and Research	25,000	-	(12,500)	0%	
TMA Insurance	10,000	-	(5,000)	0%	
Conferences, Conventions, Meetings, Dues & Subscriptions		-	-		
Meeting expenses, supplies, licenses, fees, etc.	4,000	969	(1,031)	24%	
Bus Yard Site and/or Relocation	350,000	-	(175,000)	N/A	
Subtotal Indirect Costs	1,027,500	291,670	34,795	28%	
<u>Replenishment of Cash Reserve</u>					
Estimated Revenue Shortfall	75,000	-	(41,250)		
Cash Reserve Replenishment	-	-	-	N/A	
Subtotal Cash Reserve Replenishment	75,000	-	(41,250)	N/A	
Total TMA Expenditures	4,252,500	1,396,264	333,139	33%	

2017 Revenue vs. Expenditures Balance: (297,683) 2,277,553 2,351,974

**ETMA 2017 - 2nd Quarter Financial Reports
(Cash Basis)**

7/11/2017

WEST BERKELY SHUTTLE		2nd Quarter Financials			
<u>Revenue</u>	2017 Budget	Actual Revenue Rec'd to Date	Variance	% of Revenue Received	Notes
BGTMA & Bayer	322,560	156,680	76,040	49%	
Total Revenue - West Berkeley	322,560	156,680	76,040	49%	
<u>Expenditures</u>	2017 Budget	Actual Costs to Date	Variance	% Expended	Notes
Shuttle Operations	271,560	132,788	64,898	49%	
Professional Service Contracts	16,000	3,337	(663)	21%	
Total Expenditures - West Berkeley	287,560	136,125	64,235	47%	

Balance

35,000

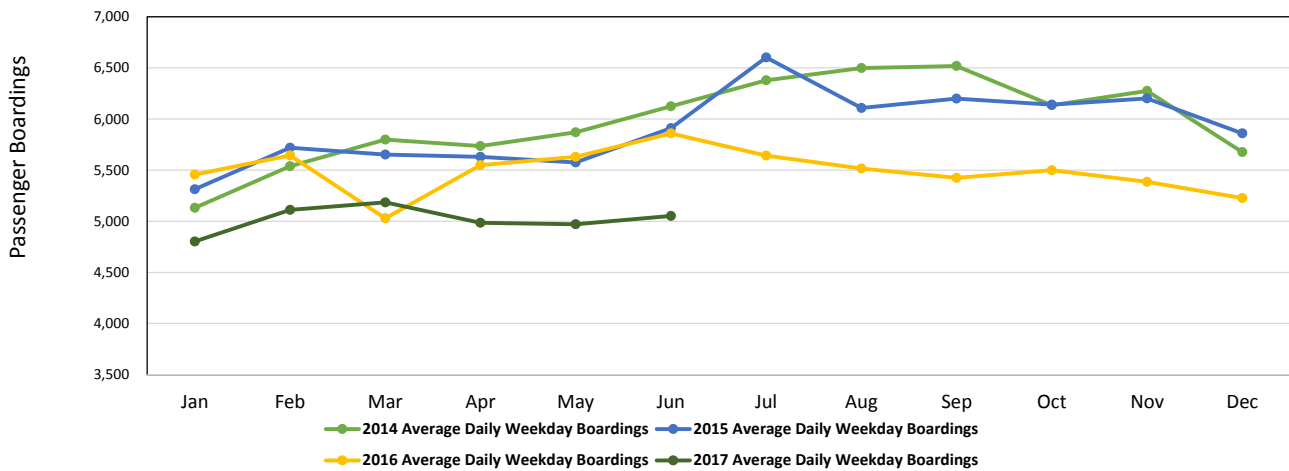
20,555

Balance of revenue shown as ETMA revenue above.

City of Emeryville - 8 to Go Paratransit		2nd 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	65,483	41,258	68%	Actual revenue to date includes delayed reimbursements from 2016.
Total Revenue - City	96,900	65,483	41,258	68%	
<u>Expenditures</u>	2017 Budget	Actual Costs to Date	Variance	% Expended	Notes
Shuttle Operations & Maintenance	85,800	34,579	13,129	40%	
Fuel	4,000	1,094	94	27%	
Communications	600	242	92	40%	
Professional Service Contracts	6,500	3,638	2,013	56%	
Total Expenditures - City	96,900	39,553	15,328	41%	
Balance		25,930			

Total Passenger Boardings per Year/Quarter					
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
2017 Ridership	348,530	348,438			696,968
2016 Ridership	371,644	398,192	388,902	374,593	1,533,331
2015 Ridership	387,583	403,515	448,244	421,174	1,660,516
2014 Ridership	381,216	425,010	457,239	416,392	1,679,857

2014-2017 Average Daily Boardings Comparison
WEEKDAY TOTALS



2014-2017 Average Daily Boardings Comparison
WEEKEND

