



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

AGENDA

Board of Directors Meeting
Bay Street Community Room
5616 Bay Street, Emeryville, CA 94608
November 19, 2015 at 9:00AM

Chair

Geoff Sears, Wareham
Development

Vice Chair

Vacant

Secretary

Vacant

Treasurer

Vacant

Directors

Melinda Baker
Grifols

Colin Osborne,
Novartis

Peter Schreiber,
Pixar

Jen Nettles,
Bay Street

Tim Bacon,
City Center Realty
Partners

Francis Collins, At-Large
Business Member

Vacant,
Residential Member

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the October 15, 2015 Board of Directors Meeting
4. New Board Director Appointment – Tim Bacon
5. Executive Director's Report
6. Business Items
 - A. Review and Consider Approval of the Draft 2016 Budget (*Attachment*)
 - B. Review and Consider Approval of Amendment #1 to Shuttle Operations and Maintenance Agreement with MV Transportation, Inc. to extend the term of the agreement 2 additional years through December 31, 2017 and to increase compensation in accordance with the 2016-2017 Cost Proposal (*Attachment*)
 - C. Presentation of Emery Go-Round Service Options & Results of Field Test
7. Suggestions/Requests from Board Members
8. Confirm date of Next Meeting – December 17th, 2015
9. 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

Meeting of the Board of Directors

October 15, 2015

1. Call to Order

The meeting was called to order at 9:00AM by Chair, Geoff Sears

Directors Present: Geoff Sears, Colin Osborne, Jen Nettles

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

Others present: Ken Bukowski, Betsy Cooley, John Scheuerman

2. Public Comments

Ken Bukowski concerned that the PBID did not give an accurate time period to challenge the vote. He said he was told there was a 90 period to challenge the vote when actually it was only a 60 day period. He is also concerned that there is not a copy of the "vote count" available to the public.

John Scheuerman voiced the complaints of residents who are panicked at seeing a lien as opposed to an assessment on their property tax bills for the PBID. John suggested that the ETMA or "City" communicate with the public by explaining the PBID tax arrangement to the residents.

3. Executive Director's Report

Roni introduced Jen Nettles, General Manager of Bay Street, as the newest Director of the ETMA Board. Roni also introduce Karen Boggs of Gray Bowen Scott as the new Operations Administrator for the ETMA.

Roni reported that Karen Hemphill was replaced by Cindy Montero as the new City liaison to the ETMA Board. However, noted that Cindy is expected to retire in 6 months and will be replaced by a new liaison, TBD. Roni also noted that she spoke with Carolyn Lehr from the City and noted that in her discussion with Carolyn she indicated that it would be another 6-8 months before the City finalizes the Shuttle Funding Agreement, which would include the City imposed governance structure.

Geoff and Roni noted their intent to meet with the City in an effort to expedite the City's decision on governance. Betsy Cooley indicated that she would support the ETMA's stance on governance by discussing with members of the City Council.

Roni also provided an update on status of the LED Signage project noting that the project is nearly complete and that all signs would be installed by the first week of November.

4. Business Items

A. Third Quarter Financial and Performance Reports

Roni provided a summary of the 3rd quarter Financials and noted that the ETMA was trending under the total projected budget.

Roni also provided a new ridership report which depicted the ridership trends of 2015. Geoff requested information from prior years be included on future ridership reports.

This item required no action

B. Review of Draft 2016 Budget

Roni presented the draft 2016 budget and provided clarification to the Board on the following:

- *Revenue*
- *Expenditures – Direct and Indirect costs*
 - *Projected service increase of 15-20%, plus the addition of one full time assistant to the Operations Manager.*
 - *Anticipated fleet needs.*
- *ETMA Cash Reserve Replenishment - a portion used to fund anticipated revenue shortfall from uncollectable PBID assessments. Geoff asked that Roni verify the estimated uncollectable assessments under the new PBID.*

No action was taken. Item was deferred to a future Board meeting.

C. Review and Consider Approval of Amendment #1 to Shuttle Operations and maintenance Agreement with MV Transportation, Inc.

The Board asked that Roni provide the termination rights of the ETMA before a determination of approval can be made.

D. Review and Consider Approval of Amendment #5 to Paratransit Shuttle Agreement with the City of Emeryville

Roni presented Amendment #5 to the agreement with the City of Emeryville noting the purpose of the Amendment to extend the term ending date and to increase the annual not-to-exceed reimbursement limits. She assured the Board that all costs incurred by the TMA for the paratransit shuttle are wholly reimbursed by the City.

The item was unanimously approved.

E. Board Consideration of Emery Go-Round Service Options

Roni presented the proposed service changes to address the overcrowding in high capacity areas and improve route efficiency. She suggested the following new route options:

- *Commute Service*
 - *Split Hollis into two, north and south routes.*

- *Split Shellmound/Powell into two, north and south routes and limit service to the peninsula during the peak period when Watergate Express is providing service.*
 - *Watergate Express to remain as is.*
- *Non-Commute service*
 - *No Change*

Roni noted the next steps in the process would be to conduct field testing of the proposed routes and requested Board authorization to proceed.

The Board authorized staff to pursue field testing of the proposed routes and to report back at the next Board meeting.

5. Suggestions/Requests from Board Members

Geoff made a motion to nominate Colin Osborne as the new Vice Chair.

This item was unanimously approved.

6. Confirm date of Meeting

The meeting date was confirmed for Thursday, November 19th at 9:00am

7. Adjournment

The meeting was adjourned at 11:55am.

2016 Draft Budget
EMERY GO-ROUND

Revenue	2016 Estimated Revenue	Notes
<u>PBID Revenue</u>		
PBID Revenue	3,409,869	Per June 2016 Engineer's Report
District Related Costs	(158,882)	Per June 2016 Engineer's Report
<i>Net PBID</i>	<i>3,250,988</i>	
<u>Non-PBID Revenue</u>		
City of Emeryville - General Benefit Contribution	455,531	Per June 2016 Engineer's Report.
ETMA Billed Revenue	100,000	Adjusted to reflect new PBID rates and elimination of residential parcels within the PBID Boundary.
BGTMA Revenue	30,000	Revenue for EGR service to Berkeley Bowl for West Berkeley Shuttle Connection.
Misc. Revenue (Charter services, NextBus sign Reimbursements, interest income, etc.)	10,000	
Other revenue	-	
<i>Subtotal Non-PBID Revenues</i>	<i>595,531</i>	
Total Revenue	3,846,519	

Expenditures	2016 Proposed Budget	Assumptions
<u>Direct Costs</u>		
Bus Leases/Purchases	478,000	Trade-in of two (2) El Dorado Transit Coach Vehicles for four (4) 2016 cutaway vehicles in January 2016, plus acquisition of one (1) additional 2016 cutaway in fall 2016.
Maintenance	375,000	
Operations Contract	1,610,000	15-20% increase in operating hours, plus the addition of 1 full time Assistant to the Operations Manager.
Fuel	375,000	
Communications	60,000	NextBus system, driver cell phones, etc.
Miscellaneous Operating Costs	30,000	Bus stop signage, route guide production, etc.
<i>Subtotal Direct Costs</i>	<i>2,928,000</i>	
<u>Indirect Costs</u>		
Professional Services	465,000	Management Contract - \$400k, Financial Services -\$40k. Legal Svcs.-\$15k, other services - \$10k.
Office Expenses	5,000	
Occupancy	145,000	
Membership & Public Outreach Materials	17,000	Annual Reports, Annual Meeting Invitations, election notices, website maintenance, etc.
Pilot Projects and Research	25,000	
TMA Insurance	10,000	
Conferences, Conventions, Meetings	1,000	
<i>Subtotal Indirect Costs</i>	<i>668,000</i>	
Total TMA Operating Expenses	3,596,000	
Replenishment of ETMA Cash Reserve		
Estimated Revenue Shortfall	75,000	Anticipated revenue shortfall from unenforced collection of payments from Post Office, School District and AC Transit to be covered by ETMA Cash Reserve.
2016 Deposit to Cash Reserve	175,519	Replenishment of cash reserve. See Cash Balance Summary below.
Total Cash Reserve	250,519	
Total - 2016 Budget	3,846,519	
2016 Balance	0	

Cash Balance Summary	2016	Notes
Estimated Carryover Cash Balance (as of Jan 1, 2016)	275,000	
2016 Balance Applied to ETMA Cash Reserve	175,519	Estimated 2016 deposit shown above.
Total Projected Cash Balance on Dec 31, 2016	450,519	Recommend a cash balance equal to 2 months operating expenses (\$575k)

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: November 13, 2015

FROM: Roni Hattrup, Executive Director

SUBJECT: Review and Consider Approval of Amendment #1 to Shuttle Operations and Maintenance Agreement

RECOMMENDATION

Board approval of Amendment #1 to the Shuttle Operations and Maintenance Agreement with MV Transportation, Inc. (MV) to extend the term ending date two (2) years and to increase compensation in accordance with the 2016 and 2017 Cost Forms attached as Exhibit A to Amendment #1, attached.

BACKGROUND

In 2012, the ETMA conducted a competitive procurement process for shuttle operations and vehicle maintenance services. In February 2013, the Board approved the Shuttle Operations and Maintenance Agreement with the top ranked firm, MV, for a three (3) year term with an option to extend the term two (2) additional years. The current agreement is set to expire on December 31, 2015.

The 8 to Go Paratransit Shuttle service is funded by a funding grant issued by the Alameda County Transportation Commission (ACTC), through a Paratransit Funding Agreement with the City of Emeryville. The West Berkeley Shuttle service is funded by the Berkeley Gateway Transportation Management Association (BGTMA) through a Transportation Services Agreement.

At the October 15th Board of Directors Meeting, staff presented the subject item for Board approval. The Board directed staff to confirm termination language in the original agreement with MV Transportation and to report back to the Board and the next meeting. In response to Boards request, I have included the original agreement as an attachment to this report and have highlighted the applicable section which describe the termination rights of the ETMA.

DISCUSSION

MV Transportation has provided updated cost forms to reflect their proposed pricing for 2016 and 2017 services of all ETMA operations, including Emery Go-Round shuttle services and vehicle maintenance, the 8 to Go Paratransit shuttle services and vehicle maintenance and the West Berkeley Shuttle service.

The updated cost forms reflect the estimated number of service hours through December 31, 2017. Given the anticipated increase in services over the next two years, MV proposed to increase management and dispatch support by the addition of one full time Assistant Operations Manager. The new Assistant Manager will provide support to the current Operations Manager, Gina Munn and will provide overlapping coverage during service hours.

FINANCIAL CONSIDERATIONS

The cost forms included in the current services agreement reflect MV's assumption for driver wages at entry level positions. In their initial bid for services, MV made the assumption that a majority of Emery Go-

Round's drivers would chose to be reassigned to another service of our prior operator, SFO Shuttle Bus Company. However, a majority of the drivers chose to stay with the ETMA's shuttle operation services. MV agreed to negotiate a new collective bargaining agreement with the operators union, resulting in higher driver compensation. MV absorbed the unanticipated additional cost of higher level labor wages and did not request an augmentation to the contract cost forms.

The tables shown below reflect the estimated percent of cost increase per year:

Emery Go-Round:

Shuttle Operations	2016	% Increase from 2015	2017	% Increase from 2017
Fixed Rate per Month	\$19,684.53	42%	\$21,472.39	9%
Fixed Rate per Hour	\$30.37	6%	\$29.86	-2%

West Berkeley Shuttle:

Shuttle Operations	2016	% Increase from 2015	2017	% Increase from 2017
Fixed Rate per Month	\$5,147.58	20%	\$5,463.21	6%
Fixed Rate per Hour	\$30.05	13%	\$33.33	10%

8 to Go Paratransit Shuttle:

Shuttle Operations	2016	% Increase from 2015	2017	% Increase from 2016
Fixed Rate per Month	\$1,081.71	25%	\$1,106.51	2%
Fixed Rate per Hour	\$31.56	19%	\$34.07	8%

Emery Go-Round & 8 To Go Paratransit Shuttles:

Vehicle Maintenance	2016	% Increase from 2015	2017	% Increase from 2016
Fixed Rate per Hour	\$39.47	2%	\$40.45	3%
% Mark-up on Parts	5%	0%	5%	0%

The anticipated costs for Emery Go-Round operation and vehicle maintenance services are reflected in the 2016 Draft Budget.

Amendments to the Paratransit Shuttle Services Agreement with the City of Emeryville for the 8 to Go service and the Transportation Agreement with the BGTMA for the West Berkeley Shuttle Service are required.

OPTIONS

The Board could elect to conduct a competitive procurement process for Shuttle Operation and Maintenance services. However, additional staff time will be required resulting in an increase in management costs.

ATTACHMENTS

1. Amendment #1 to Shuttle Operations & Maintenance Agreement with MV Transportation, Inc.
2. Original Agreement with MV Transportation, Inc.

APPENDIX B - PROPOSAL COST FORMS
FORM 1.1 - EMERY GO-ROUND OPERATIONS FIXED COST WORKSHEET

FIXED COSTS - OPERATIONS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
PERSONNEL		
<u>Management Dispatchers, & Support Staff:</u>		
Wages, Taxes & Fringe Benefits	\$ 91,181.97	\$ 103,569.06
BUS STORAGE AND ADMINISTRATION FACILITY		
Office Equipment	\$ 892.10	\$ 149.89
Office Supplies	\$ 1,729.78	\$ 1,772.67
Printing/Copying/Postage	\$ 407.87	\$ 421.49
VEHICLE CLEANING		
Vehicle Cleaning (interior & exterior)	\$ 17,179.40	\$ 17,586.53
INSURANCE		
Business Liability	\$ 1,166.16	\$ 1,342.00
Vehicle Liability	\$ 64,415.84	\$ 71,321.12
Workers Compensation	\$ 1,522.24	\$ 1,734.64
Licenses	\$ 1,554.79	\$ 1,789.64
MISCELLANEOUS		
Employee Miscellaneous (recruitment, drug testing, etc.)	\$ 17,328.68	\$ 19,510.45
Uniforms/Uniform Laundering	\$ 2,294.61	\$ 2,487.15
Employee Vehicles (non-shuttle service vehicles)	\$ 6,525.79	\$ 6,719.03
OTHER		
Other Costs, if Any (Please Specify)		
Communication Expenses	\$ 707.94	\$ 734.45
DriveCam Expenses	\$ 6,681.69	\$ 3,987.53
Interest Expense	\$ 4,241.06	\$ 4,143.70
START-UP		
Initial Start-Up (Per detail in proposal)	\$ -	
PROFIT AND OVERHEAD		
Overhead	\$ 11,041.09	\$ 12,253.03
Profit	\$ 7,343.36	\$ 8,146.26
TOTAL FIXED COSTS - OPERATIONS		
Total Annual Costs	\$ 236,214.38	\$ 257,668.65
No. Months per Year	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months per Year	\$ 19,684.53	\$ 21,472.39

APPENDIX B - PROPOSAL COST FORMS
FORM 1.2 - EMERY GO-ROUND OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS - OPERATIONS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
PERSONNEL - show detail in FORM 1.3		
<u>Drivers:</u>		
Wages (During Service Hours)	\$ 892,159.36	\$ 1,039,604.29
Wages (During Training & Other Non- Service Hour Timeframes)	\$ 35,927.23	\$ 39,739.83
Total Taxes & Fringe Benefits	\$ 272,437.92	\$ 322,138.28
OTHER		
Other Costs, if Any (Please Specify)		
PROFIT AND OVERHEAD		
Overhead	\$ 45,374.32	\$ 50,138.13
Profit	\$ 29,543.70	\$ 32,505.03
TOTAL VARIABLE COSTS - OPERATIONS		
Total Annual Costs	\$ 1,275,442.53	\$ 1,484,125.56
Annual Service Hours*	42,000	49,700
COST PER SERVICE HOUR = Total		
Annual Costs ÷ Annual Service Hours	\$ 30.37	\$ 29.86

*Pricing assumptions are valid for +/- 5% of the total Annual Service Hours listed above.

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
PERSONNEL ITEM		
Drivers	During Service Hours	During Non-Service Hours
(list below by hourly rate of pay)		
START \$ 13.46	\$ 81,092.96	\$ 3,355.29
6 MONTHS \$ 14.68	\$ 178,521.60	\$ 7,168.66
1 Year \$ 16.21	\$ 57,225.03	\$ 2,517.79
2 Years \$ 17.44	\$ 174,022.31	\$ 7,306.81
3 Years \$ 18.04	\$ 34,628.28	\$ 1,379.53
4 Years \$ 18.66	\$ 34,628.28	\$ 1,379.53
5 Years \$ 18.97	\$ 99,580.71	\$ 3,921.77
6 Years \$ 19.26	\$ 64,952.42	\$ 2,542.24
7 Years \$ 19.57	\$ 32,476.21	\$ 1,271.12
8 Years \$ 19.88	\$ -	\$ -
9 Years \$ 20.19	\$ -	\$ -
10 Years \$ 21.41	\$ 129,904.85	\$ 5,084.49
Total Driver Wages	\$ 887,032.65	\$ 35,927.23

\$ 322,138.28

**the percentage calculation is only applicable for year one (1)*

APPENDIX B - PROPOSAL COST FORMS
FORM 1.4 - EMERY GO-ROUND MAINTENANCE COST WORKSHEET

MAINTENANCE COSTS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
FIXED COST MAINTENANCE		
Equipment Usage		
Other, if Any (please specify)		
TOTAL FIXED COSTS - MAINTENANCE		
Total Annual Fixed Costs	\$ -	\$ -
No. Months per Year	12	12
FIXED MAINTENANCE COSTS PER MONTH = Total Annual Fixed Costs ÷ No. of Months per Year	\$ -	\$ -

VARIABLE COSTS - MAINTENANCE

LABOR:	2016	2017
Billing Rates (list hourly billing per year by classification)		
MECHANIC	\$ 39.47	\$ 40.45
PARTS:	2016	2017
Parts Mark-up (list percentage of mark-up per Fiscal Year)	5.00%	5.00%

APPENDIX B - PROPOSAL COST FORMS
FORM 2.1 - WEST BERKELEY SHUTTLE OPERATIONS FIXED COST WORKSHEET

FIXED COSTS - OPERATIONS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
PERSONNEL		
Management Dispatchers, & Support Staff:		
Wages, Taxes & Fringe Benefits	\$ 5,404.71	\$ 5,817.51
BUS STORAGE AND ADMINISTRATION FACILITY		
Office Equipment	\$ 52.65	\$ 8.92
Office Supplies	\$ 97.48	\$ 99.90
Printing/Copying/Postage	\$ 22.86	\$ 23.46
VEHICLE COST		
Vehicle cost (including 1 bus, fuel and maintenance)	\$ 47,948.50	\$ 51,117.83
VEHICLE CLEANING		
Vehicle Cleaning (interior & exterior)	\$ 968.18	\$ 991.12
INSURANCE		
Business Liability	\$ 68.96	\$ 75.33
Vehicle Liability	\$ 3,807.18	\$ 4,004.55
Workers Compensation	\$ 90.27	\$ 97.44
Licenses	\$ 91.95	\$ 100.46
MISCELLANEOUS		
Employee Miscellaneous (recruitment, drug testing, etc.)	\$ 1,024.04	\$ 1,095.24
Uniforms/Uniform Laundering	\$ 129.32	\$ 140.17
Employee Vehicles (non-shuttle service vehicles)	\$ 385.07	\$ 377.42
OTHER		
Other Costs, if Any (Please Specify)		
Communication Expenses	\$ 41.78	\$ 41.25
DriveCam Expenses	\$ 351.76	\$ 185.40
Interest Expense	\$ 250.13	\$ 232.87
START-UP		
Initial Start-Up (Per detail in proposal)		
PROFIT AND OVERHEAD		
Overhead	\$ 622.24	\$ 690.54
Profit	\$ 413.85	\$ 459.10
TOTAL FIXED COSTS - OPERATIONS		
Total Annual Costs	\$ 61,770.92	\$ 65,558.53
No. Months per Year	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months per Year	\$ 5,147.58	\$ 5,463.21

APPENDIX B - PROPOSAL COST FORMS
FORM 2.2 - WEST BERKELY OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS - OPERATIONS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
PERSONNEL		
<u>Drivers:</u>		
Wages (During Service Hours)	\$ 52,763.94	\$ 58,348.14
Wages (During Training & Other Non- Service Hour Timeframes)	\$ 2,024.74	\$ 2,239.61
Total Taxes & Fringe Benefits	\$ 16,117.31	\$ 18,078.52
OTHER		
Other Costs, if Any (Please Specify)		
PROFIT AND OVERHEAD		
Overhead	\$ 2,557.15	\$ 2,825.62
Profit	\$ 1,664.99	\$ 1,831.88
TOTAL VARIABLE COSTS - OPERATIONS		
Total Annual Costs	\$ 75,128.13	\$ 83,323.76
Annual Service Hours*	2,500	2,500
COST PER SERVICE HOUR = Total Annual Costs ÷ Annual Service Hours	\$ 30.05	\$ 33.33

*Pricing assumptions are valid for +/- 5% of the total Annual Service Hours listed above.

APPENDIX B - PROPOSAL COST FORMS
FORM 3.1 - 8 TO GO PARATRANSIT OPERATIONS FIXED COST WORKSHEET

FIXED COSTS - OPERATIONS

	Without Vehicle 2016 (1/1/16-12/31/16)	Without Vehicle 2017 (1/1/17-12/31/17)	With Vehicle 2016 (1/1/16-12/31/16)	With Vehicle 2017 (1/1/17-12/31/17)
PERSONNEL				
Management Dispatchers, & Support Staff:				
Wages, Taxes & Fringe Benefits	\$ 4,851.61	\$ 5,119.41	\$ 4,851.61	\$ 5,119.41
BUS STORAGE AND ADMINISTRATION FACILITY				
Office Equipment	\$ 48.22	\$ 7.85	\$ 48.22	\$ 7.85
Office Supplies	\$ 108.74	\$ 111.43	\$ 108.74	\$ 111.43
Printing/Copying/Postage	\$ 25.50	\$ 26.17	\$ 25.50	\$ 26.17
VEHICLE COST				
Vehicle cost (including 1 bus, fuel and maintenance)			\$ 38,321.67	\$ 38,519.92
VEHICLE CLEANING				
Vehicle Cleaning (interior & exterior)	\$ 1,079.92	\$ 1,105.52	\$ 1,079.92	\$ 1,105.52
INSURANCE				
Business Liability	\$ 62.58	\$ 66.29	\$ 62.58	\$ 66.29
Vehicle Liability	\$ 3,463.82	\$ 3,524.01	\$ 3,463.82	\$ 3,524.01
Workers Compensation	\$ 80.87	\$ 85.75	\$ 80.87	\$ 85.75
Licenses	\$ 83.43	\$ 88.40	\$ 83.43	\$ 88.40
MISCELLANEOUS				
Employee Miscellaneous (recruitment, drug testing, etc.)	\$ 932.27	\$ 963.81	\$ 932.27	\$ 963.81
Uniforms/Uniform Laundering	\$ 144.24	\$ 156.35	\$ 144.24	\$ 156.35
Employee Vehicles (non-shuttle service vehicles)	\$ 352.97	\$ 332.13	\$ 352.97	\$ 332.13
OTHER				
Other Costs, if Any (Please Specify)				
Communication Expenses	\$ 38.28	\$ 36.30	\$ 38.28	\$ 36.30
DriveCam Expenses	\$ 322.56	\$ 163.16	\$ 322.56	\$ 163.16
Interest Expense	\$ 229.81	\$ 204.93	\$ 229.81	\$ 204.93
START-UP				
Initial Start-Up (Per detail in proposal)	\$ -		\$ -	
PROFIT AND OVERHEAD				
Overhead	\$ 694.06	\$ 770.24	\$ 694.06	\$ 770.24
Profit	\$ 461.61	\$ 512.09	\$ 461.61	\$ 512.09
TOTAL FIXED COSTS - OPERATIONS				
Total Annual Costs	\$ 12,980.51	\$ 13,273.84	\$ 51,302.16	\$ 51,793.76
No. Months per Year	12	12	12	12
FIXED COSTS PER MONTH = Total Annual Costs ÷ No. Months per Year				
	\$ 1,081.71	\$ 1,106.15	\$ 4,275.18	\$ 4,316.15

APPENDIX B - PROPOSAL COST FORMS
FORM 3.2 - 8 TO GO PARATRANSIT OPERATIONS VARIABLE COST WORKSHEET

VARIABLE COSTS - OPERATIONS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
PERSONNEL		
<u>Drivers:</u>		
Wages (During Service Hours)	\$ 47,859.91	\$ 51,346.36
Wages (During Training & Other Non- Service Hour Timeframes)	\$ 2,258.44	\$ 2,498.11
Total Taxes & Fringe Benefits	\$ 14,598.93	\$ 15,909.10
OTHER		
Other Costs, if Any (Please Specify)		
PROFIT AND OVERHEAD		
Overhead	\$ 2,852.30	\$ 3,151.76
Profit	\$ 1,857.16	\$ 2,043.32
TOTAL VARIABLE COSTS - OPERATIONS		
Total Annual Costs	\$ 69,426.74	\$ 74,948.65
Annual Service Hours*	2,200	2,200
COST PER SERVICE HOUR = Total Annual Costs ÷ Annual Service Hours	\$ 31.56	\$ 34.07

*Pricing assumptions are valid for +/- 5% of the total Annual Service Hours listed above.

APPENDIX B - PROPOSAL COST FORMS
FORM 3.3 - 8 TO GO PARATRANSIT MAINTENANCE COST WORKSHEET

MAINTENANCE COSTS

	2016 (1/1/16-12/31/16)	2017 (1/1/17-12/31/17)
FIXED COST MAINTENANCE		
Equipment Usage		
Other, if Any (please specify)		
TOTAL FIXED COSTS - MAINTENANCE		
Total Annual Fixed Costs	\$ -	\$ -
No. Months per Year	12	12
FIXED MAINTENANCE COSTS PER MONTH = Total Annual Fixed Costs ÷ No. of Months per Year	\$ -	\$ -

VARIABLE COSTS - MAINTENANCE

LABOR:	2016	2017
Billing Rates (list hourly billing per year by classification)		
MECHANIC	\$ 39.47	\$ 40.45
PARTS:		
Parts Mark-up (list percentage of mark-up per Fiscal Year)	5.00%	5.00%

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

THIS AMENDMENT NO. 1 ("Amendment") is to the Shuttle Operations and Maintenance Agreement dated February 15th, 2013 between the Emeryville Transportation Management Association, a California non-profit corporation, ("ETMA"), and MV Transportation, Inc. ("Contractor")

RECITALS

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

WHEREAS, ETMA wishes to extend the term of the agreement two (2) years to December 31, 2017; and

WHEREAS, Contractor has submitted a cost proposal for continued services defined in Section 1. Scope of Services of the Agreement, attached as Exhibit A.

NOW, THEREFORE, BE IT MUTUALLY AGREED that Section 2 of the Agreement be amended to extend the term of the Agreement by two (2) years to December 31, 2017 and Section 4, Exhibit B be amended to reflect the updated Cost Forms for 2016 and 2017 services, attached as Exhibit A.

IN WITNESS WHEREOF, the ETMA and Contractor have executed Amendment No. 1 to this Agreement on the ___ day of _____ 2015.

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

MV, TRANSPORTATION, INC.

By: _____
Chair

By: _____

SHUTTLE OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Contract") is effective as of this 15th day of February, 2013 by and between the EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION, hereinafter referred to as "ETMA" and MV Transportation, Inc., hereinafter know as the "Contractor," collectively referred to herein as the "Parties."

WITNESSETH THAT:

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

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

WHEREAS, the Berkeley Gateway Transportation Management Association (BGTMA) has entered into an agreement with the ETMA to operate the West Berkeley Shuttle, a transit service running out of the Ashby BART Station in Berkeley to various businesses throughout West Berkeley, funded by select property owners throughout West Berkeley administered by the BGTMA;

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

1. SCOPE OF SERVICES

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

2. TERM

The term of this Contract shall be from February 15, 2013 to December 31, 2015, with an option by the ETMA to extend the term for an additional period up to two years, starting January 1, 2016 and ending December 31, 2017. The initial three (3) year period shall be referred to as the "Base Term." Contractor shall commence shuttle service operations on March 1, 2013 and continue service throughout the term of this Contract.

3. ADDITIONS, MODIFICATIONS AND REDUCTIONS IN SERVICE

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

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

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

4. COMPENSATION, INVOICING & PAYMENT

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

Contractor shall provide three (3) separate, monthly invoices for each of the three (3) shuttle services. The Variable Cost items shall be calculated based on the actual number of Labor Hours or Service Hours provided in each calendar month. Service Hours shall be calculated from the time the vehicle leaves the Bus Storage & Administration Facility to the time the vehicle returns to the Bus Storage & Administration Facility ("gate to gate").

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

(1) Emery Go Round Shuttle

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

(2) West Berkeley Shuttle

- a. Operations
 - i. Fixed Cost
 - ii. Variable Cost (No. of Service Hours x Cost Per Service Hour)

(3) 8 to Go Paratransit Shuttle

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

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

Exhibit B includes Contractor's costs for the Base Term, ending December 31, 2015. In the event ETMA desires to extend the contract beyond the Base Term, ETMA shall notify Contractor at least 90 days prior to the expiration date of the Base Term. The parties shall negotiate in good faith the terms and conditions, including rates, to apply during the extended term.

5. INSURANCE

i. Public Liability

Contractor shall procure and maintain the following kinds of liability insurance which shall include as additional insured the Emeryville Transportation Management Association (the "ETMA") and the members of the ETMA (at any time during the term of this Contract), and their respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally:

- (a) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least ten million dollars (\$10,000,000) each occurrence or claim and a general aggregate limit of at least ten million dollars (\$10,000,000). This insurance coverage shall include, but not be limited to, premises and operations; contractual liability covering the indemnity provisions contained in this document; products and completed operations; and broad form property damage.
- (b) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least ten million dollars (\$10,000,000) each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles.

Ten (10) days prior to commencing work, Contractor shall file a Certificate(s) of Insurance with the ETMA evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies Said Certificate(s) shall stipulate:

- (a) The insurance company(ies) issuing such policy(ies) shall give written notice to the ETMA of any material alteration or reduction in aggregate limits, if such limits apply, and shall provide at least thirty (30) days' of notice of cancellation.

- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss of claim which the Contractor is liable for, up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the ETMA or the members of the ETMA.
- (c) The policy shall also stipulate: Inclusion of the ETMA and its members as additional insured shall not in any way affect the rights of such additional insured as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

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

ii. Workers' Compensation Insurance

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

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

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

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its

employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the ETMA with a Certificate evidencing such coverage with \$2,000,000 Employer's Liability Limit together with a verification thereon as follows:

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

iii. Vehicle Physical Damage

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

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

6. INDEMNIFICATION

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

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

To the best of knowledge of ETMA's Executive Director, ETMA's Bus Storage and Administration Facility, the leased area that is located at 1300 67th Street, Emeryville, CA, (Premises) has not been used as a land fill to receive solid waste, whether or not hazardous, and has not been used for the disposal, storage or treatment of any waste, trash, garbage, industrial by-product, chemical or hazardous substance of any nature, including without limitation radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewage, industrial process sludge or any "hazardous substance" as such term is defined in the following sources as amended from time to time; (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §

6901 et seq. ("RCRA"); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (iii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Premises is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency, or other administrative, regulatory or judicial body. To the best of ETMA's knowledge the Premises does not contain asbestos insulation or electrical transformers cooled by phenylchlorobezene or polychlorinated biphenyls. ETMA (or other legally responsible third party) is responsible for all cost of remediation required as a result of a preexisting environmental condition or previous breach of any of the any environmental statute, regulation, ordinance, rule or order discussed herein occurring prior to Contractor's tenancy. ETMA hereby agrees to indemnify Contractor for any liability, cost, damage, loss, claim, expense or cause of action (including but not limited to attorney's fees and court costs) incurred by or threatened against Contractor as a result of a preexisting environmental condition or previous breach of any of the any environmental statute, regulation, ordinance, rule or order discussed herein occurring prior to Contractor's tenancy. Notwithstanding the foregoing, in no event shall Contractor be responsible for any claims, losses, damages, penalties, expenses, and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of a preexisting environmental condition occurring or existing on, around, or below the Premises, or incurred by reason of a violation of any Environmental Regulation committed by a party other than Contractor, its officers, directors, employees, agents and independent contractors. ETMA hereby agrees to indemnify, defend, and forever hold harmless Contractor, its officers, directors, employees, agents, and independent contractors for any claims, losses, damages, penalties, expenses, and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by or threatened against Contractor, its officers, directors, employees, agents, and independent contractors incurred by reason of a preexisting environmental condition occurring or existing on, around, or below the Premises, or incurred by reason of a violation of any environmental regulation committed by a party other than Contractor, its officers, directors, employees, agents and independent contractors.

7. TERMINATION OF CONTRACT

The ETMA may terminate the Contract at any time by giving the Contractor sixty (60) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, the ETMA shall

pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by ETMA to effect termination. In the event that the Contractor at any time during the entire term of the Contract breaches the requirements or conditions of the Contract, and does not, within ten (10) days of receipt of notice thereof from the ETMA, cure such breach or violation, the ETMA may immediately terminate the Contract and shall pay the Contractor only its allowable costs to date of termination. Contractor must give ninety (90) days notice to terminate.

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

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

8. NO UNAUTHORIZED SUBCONTRACTING

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

9. CARRY-OVER TERMS

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

10. WAIVER OF CONDITIONS

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

11. SEVERABILITY

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

12. COMPLIANCE WITH LAW

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

13. AUDITING AND RECORDS

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

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

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

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

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

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

16. NOTICES

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

Emeryville Transportation Management
Association

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

Contractor

MV Transportation, Inc
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
Attn: Joe Escobedo, Senior Vice
President

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

EMERYVILLE TRANSPORTATION
MANAGEMENT ASSOCIATION

CONTRACTOR

By: _____
Denise Pinkston, Chair Date _____

By: _____
Daniel Lee, Director, Contracts Date _____
Administration

APPROVED AS TO FORM

By: _____
Michael N. Conneran, Legal Counsel Date _____