



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

Chair

*Bobby Lee, At-Large
Residential Member*

Treasurer

*Geoffrey Sears
Wareham
Development*

Secretary

*Andrew Allen
At-Large Business
Member*

Vice Chair

*Peter Schreiber
Pixar*

Directors

*Colin Osborne
At-Large Business
Member*

*Andrea Kirkpatrick
Oxford Properties*

*Ally Fitzmaurice
Bay Center Investors, LLC*

*Laurie Berberich
SPU 2100 Powell LP.*

*Calvin Jordan,
At-Large Residential
Member*

*David Palomo,
Bay Street/CenterCal*

AGENDA

Board of Directors Special Meeting

March 25, 2025 @ 11:00 AM

1333 Park Avenue, Council Chambers, Emeryville, CA 94608

Hybrid Zoom [Link](#): Meeting ID: 235 896 841 708 - Passcode: Ld7pr3cj

1. Call to Order
2. Public Comment
3. Approval of the Minutes of the January 21, 2025 Board of Directors Meeting (Page 2)
4. Business Items
 - A. Review and Consider Approval of Audit Engagement with Maze & Associates for preparation of 2024 Audited Financial Statements (Page 5)
 - B. Appoint Audit Review Committee – 3-4 Directors (Treasurer Exempt)
 - C. Review and Consider approval of revised Amendment 2 to extend the fueling agreement with AC Transit through December 31, 2025 (Page 13)
 - D. Approval to Specify “Emeryville Transp Mgmt Assn” as the single Registered Owner name to be used with the California DMV for all ETMA-owned vehicles (Page 15)
 - E. Review and Consider Approval of Resolution 25-01 to establish the date and time of the Annual Membership Meeting (Page 16)
 - F. Review of 2025 Employer Member Candidates (Page 17)
 - G. Update and discussion of the 2025 Shuttle Operations and Maintenance RFP
5. Confirm date of Next Meeting – April 15, 2025
6. Adjournment

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

ACTION SUMMARY MINUTES

Board of Directors Meeting

January 21, 2025

LOCATION: 1333 PARK AVENUE, GARDEN ROOM

EMERYVILLE, CA 94608

Hybrid Zoom Link: Meeting ID: 811 5784 2945

Passcode: 719660

Directors Present:

Bobby Lee, Chair
Peter Schreiber, Vice Chair
Geoffrey Sears, Treasurer
Colin Osborne, Director
Laurie Berberich, Director
Andrea Kirkpatrick, Director
Calvin Jordan, Director

Others Present:

Pedro Jimenez, Assistant City Manager
Daniel Oliver, ALTRANS
Andrew Ridley, ALTRANS
Justine Burt, ALTRANS
Janet Shipp, ALTRANS

1. Call to Order
Bobby Lee called the Board of Director's meeting to order at 11:03am
2. Public Comment: 11:03am
No comments
3. Approval of the Minutes of the December 17, 2024 Board of Directors Meeting: 11:04am
Bobby Lee motioned for approval of the Minutes of the December 17, 2024 Board of Directors Meeting. Laurie Berberich seconded the motion.

This item was approved by a unanimous vote.

Yes: 7

No: 0

Abstain: 0

4. Executive Directors Report: 11:05am
 - A. Operations Report
Daniel highlighted the Annual Ridership Summary which showed how things went during the entire year. For the year there was an increase of 6% ridership over 2023. This is 47% of the pre-covid total ridership baseline. Because there was a reduction in service, there was also an analysis of the passengers per service hour in which we are at 62% for

the year from 2019. Cost per passengers trip is at \$5.02. This is a slight increase from last year, mainly due to the increase in operations costs. There was no service on 12/25 or 1/1, due to the holiday. On time performance is 88%. For TripShot there were about 9,500 app sessions, showing how often the app is being accessed by users.

Bobby requested reporting month to month comparisons for boarding and alighting, on time performance, TripShot, bicycles and wheelchairs. Daniel noted that we do have wheelchair comparisons for 2019 and 2023 but bicycles don't have previous years information. This information will soon be available to be analyzed on TripShot.

5. Business Items: 11:15am

- A. Review and Consider approval of revised Amendment 2 to extend the fueling agreement with AC Transit through December 31, 2025

This Amendment was approved in December but when AC Transit sent it to us for signature there were differences in what they sent us and what had previously been sent. The previous version was just a term extension showing no price changes. The new version still shows the term extension but Section 3 Payment specifically lists the DEF set price of \$1.50 per gallon. For 2024 we were being charged a market rate of \$1.57 per gallon. The new rate won't impact the budget. The fuel surcharge for 2024 was .56 cents per gallon and the Amendment shows a surcharge of .59 cents per gallon. This is all still within the budget. Once signed, the Amendment will be back dated to 1/1/25.

Colin raised concern with verbiage of what the surcharge applied to and requested that AC Transit update for clarity. No motion.

- B. Appoint Shuttle Operations and Maintenance RFP Sub-Committee: 11:25am

We are preparing to go out to bid for Shuttle Operations and Maintenance with services to begin 1-1-26. Daniel is starting to prepare the RFP. Once the starting draft is complete, a sub-committee will meet and discuss any updates or changes to the RFP. The Directors who volunteered to be on the sub-committee are Geoff Sears, Peter Schreiber, Colin Osborne, Andrea Kirkpatrick and Bobby Lee

- C. Review and Consider Approval adoption of the 10-Year Strategic Plan: 11:40am

Andrew Ridley reviewed the 10-Year Strategic Plan document.

Colin Osborne motioned for approval to retire 2 of the shuttles from the fleet. Geoff Sears seconded the motion. Bobby Lee made a substitute motion to also look at grants and whatever money resources might be available. Peter Schreiber and Laurie Berberich seconded Bobby's motion.

This item was approved by a unanimous vote.

Yes: 7

No: 0

Abstain: 0

Bobby Lee motioned for approval of the adoption of the 10-Year Strategic Plan. Peter Schreiber seconded the motion.

This item was approved by a unanimous vote.

Yes: 7

No: 0

Abstain: 0

6. Confirm Date of Next Meeting
The meeting date was confirmed for February 18, 2025 @ 11am
7. Adjournment
The meeting adjourned at approx. 12:03pm



February 3, 2025

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

Dear Daniel,

We are pleased to confirm our understanding of the services we are to provide for the Emeryville Transportation Management Association as of and for the year ended December 31, 2024.

Audit Scope and Objectives

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

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

We will audit the financial statements of Emeryville Transportation Management Association, which comprise the statement of financial position as of December 31, 2024, the related statements of activities, functional expenses and cash flows for the year then ended, and the disclosures (collectively, the “financial statements”).

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

Auditor’s Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

Other Services

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

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

Engagement Administration, Fees, and Other Considerations

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

Vikki Rodriguez is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in late February 2025, and to issue no later than May 2025. We have agreed with management on the following timeline:

- EMTA to provide closed trial balance and checklist items by 3/18/25
- Maze to conduct audit testing the week of 3/24/25
- ETMA to have all audit inquires and request provided to Maze by 4/4/25
- Maze to provide first review draft by 4/11/25, and final draft for review and approval by 5/14/25.
- Maze to issue reports upon final approval of ETMA management and Board

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

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

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

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

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

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

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

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

Our most recent peer review report accompanies this letter.

Reporting

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

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

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



Maze & Associates

RESPONSE:

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

By: _____

Title: _____

Date: _____

**Emeryville Transportation Management Association
Engagement Letter
Fees Attachment**

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

Item	Fee
Audit of Financial Statements	\$11,625
Total	\$11,625

2025 Fees – Our recurring fees have been adjusted only for the change in the services component of the Bay Area Cost of Living Index for the San Francisco Bay Area of 3.5%.

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

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

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

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

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

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



Report on the Firm's System of Quality Control

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

CPAs ▪ Advisors

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CPAmerica
Member  Crowe Global

Opinion

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

GYL LLP

Ontario, California
February 6, 2024



AMENDMENT NO. 2 TO THE CONTRACT

This Amendment No. 2 to the Contract (“Amendment No. 2”) is made and entered into as of *01 January 2025* (the “Effective Date”) by **ALAMEDA-CONTRA COSTA TRANSIT DISTRICT**, a rapid transit district established pursuant to California Public Utilities Code, Section 24501 et seq., having its principal place of business at 1600 Franklin Street, Oakland, California 94612 (hereinafter, “AC Transit” or the “District”) and the **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION**, a non-profit Public Benefit Corporation, organized under the California Non-Profit Public Benefit Corporation Law, having its principal place of business at 3640 Mandela Parkway, Oakland, California 94608 (hereinafter, the “Corporation”), collectively referred to as the “Parties”, to amend the terms of the Contract dated *01 January 2021* (the “Contract”) as specified below.

WHEREAS, Corporation and the District entered into a Contract wherein District agreed to fuel and service the Emery-Go-Round shuttle service buses operated by Corporation; and

WHEREAS, the Parties previously modified the Contract to exercise the First Option Period, extending the Contract Term to *31 December 2024*; and

WHEREAS, the Term of the Contract is now scheduled to expire on *31 December 2024*, and the District has the option to further extend the Term of the Contract for an additional priced term of one (1) year for the second and final option period (the “Second Option Period”), as provided in the Contract; and

WHEREAS, the District desires to exercise the Second Option Period, and Contractor is agreeable to extension of the Term; and by this Amendment No. 2, Corporation and the District desire to set forth their agreements with respect thereto.

NOW THEREFORE, in consideration of the faithful performance of the terms, conditions, promises, and covenants contained in this Amendment No. 2 to the Contract, as amended to date, and the continuing provisions of the Contract, the Parties agree as follows:

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

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

3. **Section 3. Payment.** Section 3 (Payment) of the Contract is deleted in its entirety and replaced with the following:

“As compensation for the Services provided by the District to Corporation, Corporation shall pay to District the sum of \$1.50 per gallon of DEF pumped. For diesel and unleaded fuel pumped, the cost shall be based on the current fair market

price. In addition, the District will charge Corporation a fuel surcharge of \$0.59 per gallon for each gallon of fuel (diesel, unleaded) dispensed. The District and the Corporation also agree that, due to the volatility of the fuel market, AC Transit will adjust fuel and DEF pricing monthly during the Contract period. The District will notify Corporation, in writing, of any proposed changes to the pricing.

The District shall submit invoices, with a payment term of net thirty (30) calendar days, at the end of each month in which Services have been provided. Invoices should be sent to Daniel Oliver, Executive Director, via email to admin@emeryground.com.”

On a semiannual basis, the parties will review compensation under this Agreement and negotiate adjustments, if appropriate, to compensate the District and/or the Corporation for any significant increases or decreases in the costs of any Services provided under the Contract.”

4. **Contract.** Except as set forth herein, all other terms of the Contract shall remain in full force and effect, unaltered and unchanged by this Amendment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 as of the Effective Date.

EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

By: _____
Bobby Lee
Board Chair

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT:

By: _____
Kathleen Kelly
Interim General Manager

APPROVED AS TO FORM AND CONTENT:

By: _____
Aimee L. Steele
General Counsel



EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

STAFF REPORT MEMORANDUM

DATE: March 18, 2025
SUBJECT: Change of Registered Owner Name for all ETMA-Owned Vehicles

Background

The ETMA currently owns 28 vehicles, including the supervisor van and the 8 to Go van. These 28 vehicles currently have 10 different Registered Owner names, all variations of “Emeryville Transportation Management Association.” The diversity in the naming results in more complicated paperwork when working with the California DMV.

Registered Owner Name	Number of Vehicles
Emeryville Trans Mgmt Assoc	7
Emeryville Transportation Management Association	6
Emeryville Transportation Mgmt Assn	3
Emeryville Trans Management	3
Emeryville Trans Mgmt	3
Emeryville Trans Mgmt Assn	2
Emeryville Transp Mgmt	1
Emeryville Trnsp Mgmnt Assc	1
Emeryville Trns Mgmnt Assc	1
Emeryville Transp Mgmt Assn	1
Total	27

Recommendation

Management recommends specifying “Emeryville Transp Mgmt Assn” as the single Registered Owner name to be used with the California DMV for all ETMA-owned vehicles. The reason for this name is that it provides a balance of clarity and length, as most DMV forms specify the length of the name.

RESOLUTION NO. 25-01

RESOLUTION OF THE EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION

Establish Date and Time of 2025 Annual Membership Meeting

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

WHEREAS, the Board has selected a date and time for the 2025 Annual Membership Meeting to be May 20, 2025 at 11:00 AM;

NOW, THEREFORE, BE IT RESOLVED, That the Board has established the date and time of the Annual Membership Meeting to be May 20, 2025 at 11:00 AM.

I certify the foregoing Resolution was adopted by the Board of Directors of the Emeryville Transportation Management association at a regular meeting, held on Tuesday, March 18, 2025 by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

Bobby Lee, Chair
Emeryville Transportation Management Association

Andrew Allen, Secretary
Emeryville Transportation Management Association

City of Emeryville

Statistical Section - Table XVI

Principal Employers

Current Year and Nine Years Ago

Employer	2024			2015	
	Number of Employees	Rank	Percentage of Total City Employment	Number of Employees	Percentage of Total City Employment
Pixar Animation Studios	1,125	1	13.72%	1,207	17.00%
AC Transit *	429	2	5.23%	594	8.37%
Clif Bar & Co	345	3	4.21%	316	4.45%
Grocery Outlet Headquarters	348	4	4.24%		
IKEA	275	5	3.35%	361	5.08%
Peet's Coffee & Tea Inc.	273	6	3.33%	251	3.54%
Amyris Inc.	229	7	2.79%	249	3.51%
Oaks Card Club	220	8	2.68%	394	5.55%
Grifols Diagnostic Solutions	200	9	2.44%	480	6.76%
City of Emeryville	173	10	2.11%		
LeapFrog				334	4.70%
AAA of Northern CA, Nevada, Utah				300	4.23%
Total Principal Employers	<u>3,617</u>		<u>44.11%</u>	<u>4,486</u>	<u>63.18%</u>
Total Labor Force (1)	8,200			7,100	

Notes:

Source: Avenu Insights & Analytics

Source: FY2015, City of Emeryville -- ACFR Publication Report

(1) Total City Labor Force provided by EDD Labor Force Data

Results based on direct correspondence with city's local businesses.

* Employer has not reponded to Avenu's headcount inquires, previous year count applied.