

**SIXTH AMENDMENT TO THE
PARATRANSIT SHUTTLE SERVICE AGREEMENT**

THIS SIXTH AMENDMENT is effective as of this ____ day of _____, 2016, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION** ("TMA"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the Emeryville Transportation Management Association operates a shuttle bus service, known as the "Emery Go Round" ("Emery Go Round Shuttle"), which primarily provides shuttle service between commercial and industrial sites in the City of Emeryville and the MacArthur BART Station in Oakland; and

WHEREAS, as a means to enhance the transportation options and increase the quality of life for elderly persons and those with disabilities who live within the 94608 zip code, the City and TMA complements the Emery Go Round Shuttle service with a free, American with Disabilities Act compliant, on-demand Paratransit Shuttle service on weekdays and limited weekend service for that segment of the Emeryville community (the "Paratransit Shuttle"); and

WHEREAS, the Funding Agreement between the City and the Alameda County Transportation Commission ("Alameda-CTC") for Paratransit Gap Grant Funds during fiscal year 2016/2017("Alameda-CTC Funding Agreement"), provides the City with funding for the Paratransit Shuttle service; and

WHEREAS, the TMA desires to continue providing those services needed for the Paratransit Shuttle through June 30, 2017, as contemplated in the Gap Grant Cycle Five Extension Agreement No. A13-0044, 94608 Area Demand Response Shuttle Service for Seniors and/or People with Disabilities Project, between the City and the Alameda-CTC for Paratransit Gap Grant Funds; and

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the TMA to provide Paratransit Shuttle service and subsequently entered into a First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment dated December 2, 2008, September 21, 2010, September 21, 2011, September 4, 2012, December 20, 2013, and December 15, 2015 respectively; and

WHEREAS, the City wishes to enter into a Sixth Amendment to the Agreement ("Sixth Amendment") to continue to provide Paratransit Shuttle services through the end of Fiscal Year 2016/2017 and to increase the funding amount; 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 Sixth Amendment; and,

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

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

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	

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

1. Paragraph II of the Agreement, "Term," is hereby amended to end on June 30, 2017 unless terminated as a result of termination of the Alameda-CTC Funding Agreement in accordance with the terms thereof or as provided herein.
2. Paragraph III.B of the Agreement, "Payment, Operation of Paratransit Shuttle", is hereby amended to reflect payment based upon the combination of the shuttle operational costs and staff/insurance/marketing/supplies/equipment/maintenance costs to reflect a new annual payment not to exceed reimbursement of \$96,900.00. The paragraph shall now read:

"During the Term of this Agreement, the City will compensate the TMA no more than Ninety Six Thousand, Nine Hundred Dollars (\$96,900.00) in fiscal year 2016/2017 for expenditures related to the operation of the Paratransit Shuttle. This shall include salary and benefits of the driver used to operate the Paratransit Shuttle, office staff, insurance/claims, marketing, supplies, equipment and routine maintenance (ie: oil changes, routine check-ups and service, replacement tires and other expected parts that need replacement due to normal wear and tear) of the vehicle used to provide the Paratransit Shuttle. The TMA shall provide the City with an invoice and supporting documentation (i.e. daily log of driver, time records of staff, administrative expenses, receipts, invoices for contracted services, maintenance, supplies, insurance, auditing, etc) on a monthly basis for all expenditures related to operation of the Paratransit Shuttle.

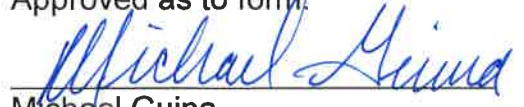
In addition, and subject to the conditions set forth herein, the City agrees to reimburse the TMA no more than \$5,000 annually for major maintenance expenditures related to the operation of the Paratransit Shuttle, such as unanticipated expenses related to a vehicle accident or major service due to vehicle failure, such as an engine or drivetrain failure. However, as a condition precedent to the City's obligation to reimburse the TMA for such major maintenance expenditures the TMA shall (i) prior to authorizing major maintenance work, provide the City with notice of the circumstances giving rise to the need to undertake the work, a description of the work to be undertaken, and an estimate of the anticipated cost of the work and (ii) once the work has been completed an invoice and supporting documentation of the work (i.e. receipts, invoices, etc).

Invoices and required supporting documentation submitted to the City from the TMA will be paid within 30 calendar days of receipt of such invoice and documentation.

The total amount paid to the TMA for operation of the Paratransit Shuttle shall not exceed \$96,900.00 in fiscal year 2016/2017. The total amount reimbursed to the TMA for major maintenance of the Paratransit Shuttle shall not exceed \$5,000.00 in fiscal year 2016/2017."

3. All other provisions of the Agreement shall remain in full force and effect and this Sixth Amendment shall remain subject to said promises.

Approved as to form:


Michael Guina,
City Attorney

CITY OF EMERYVILLE

Dated: _____, 2016

Carolyn Lehr,
City Manager

TMA

Dated: _____, 2016

Veronica Hattrup ETMA Executive Director

