LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY 1362 Rutan Court, Suite 100 Livermore, CA 94551

BOARD OF DIRECTORS MEETING

DATE: September 9, 2019

PLACE: LAVTA Offices, Room 110 1362 Rutan Court, Suite 100, Livermore

TIME: 4:00pm

AGENDA

1. Call to Order and Pledge of Allegiance

2. Roll Call of Members

3. Meeting Open to Public

- Members of the audience may address the Board of Directors on any matter within the general subject matter jurisdiction of the LAVTA Board of Directors.
- Unless members of the audience submit speaker forms before the start of the meeting requesting to address the board on specific items on the agenda, all comments must be made during this item of business. Speaker cards are available at the entrance to the meeting room and should be submitted to the Board secretary.
- Public comments should not exceed three (3) minutes.
- Items are placed on the Agenda by the Chairman of the Board of Directors, the Executive Director, or by any three members of the Board of Directors. Agendas are published 72 hours prior to the meeting.
- No action may be taken on matters raised that are not on the Agenda.
- For the sake of brevity, all questions from the public, Board and Staff will be directed through the Chair.

4. Presentation of Check from Lamar Transit Advertising

Recommendation: None – information only.

5. June Tri-Valley Accessible Advisory Committee Minutes

6. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

- A. Minutes of the July 1, 2019 Board of Directors meeting.
- B. Treasurer's Report for June 2019 (Preliminary) and July 2019

Recommendation: The Finance and Administration Committee recommends approval of the June 2019 (Preliminary) and July 2019 Treasurer's Report.

C. Update of the CalPERS Health Contribution Resolution

Recommendation: The Finance and Administration Committee recommends that the Board of Directors approve the updated resolution 26-2019.

7. Update of the Livermore Amador Valley Transit Authority (LAVTA) Procurement Policy

Recommendation: The Finance and Administration Committee recommends that the LAVTA Board of Directors approve the LAVTA Procurement Policy in Resolution 25-2019.

8. Modification to Contract with MTM for Paratransit Operations

Recommendation: Staff recommends that the Board of Directors authorize the Executive Director to execute Modification #5 to the contract with MTM for maintenance, operation, and management of paratransit services, amending the price per trip as agreed.

9. Letter of Support for the Altamont Corridor Vision Phase 1 being included in FASTER Bay Area measure

Recommendation: Staff recommends that the Board of Directors authorize the Board Chair to sign a letter of support for inclusion of the Altamont Corridor Vision Phase 1 in FASTER Bay Area measure.

10. Executive Director's Report

11. Matters Initiated by the Board of Directors

• Items may be placed on the agenda at the request of three members of the Board.

12. Next Meeting Date is Scheduled for: October 7, 2019

13. Adjournment

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to these meetings, as there may be people in attendance susceptible to environmental illnesses.

I hereby certify that this agenda was posted 72 hours in advance of the noted meeting.

/s/ Jennifer Suda	9/6/2019
LAVTA, Executive Assistant	Date

On request, the Livermore Amador Valley Transit Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. A written request, including name of the person, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service should be sent at least seven (7) days before the meeting. Requests should be sent to:

Executive Director Livermore Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551 Fax: 925.443.1375 Email: <u>frontdesk@lavta.org</u> AGENDA

ITEM 5

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY 1362 Rutan Court, Suite 100 Livermore, CA 94551

Tri-Valley Accessible Advisory Committee

- **DATE**: Wednesday, June 26, 2019
- **PLACE:** Robert Livermore Community Center, Larkspur South Room 4444 East Avenue, Livermore 94550

TIME: 3:30 p.m.

DRAFT MINUTES

1. Call to Order

The TAAC Chair Herb Hastings called the meeting to order at 3:37 pm.

Members Present:	
Judith LaMarre	City of Livermore
Bob Chulata	City of Livermore – Alternate
Shawn Costello	City of Dublin
Connie Mack	City of Dublin
Sue Tuite	City of Pleasanton
Carmen Rivera-Hendrickson	City of Pleasanton
Herb Hastings	County of Alameda
Amy Mauldin	Social Services Member
Rachel Prater	Social Services Member
Melanie Henry	Social Services Member
Michael Galvan	Social Services Member – Alternate
Ester Waltz	PAPCO Representative
Staff Present:	
Jonathan Steketee	LAVTA
Kadri Kulm	LAVTA
Cliff Crabtree	MTM
Lindsey Bookhammer	MTM
Christian Pereira	MV Transit

<u>Public:</u> Diana

2. Citizens' Forum: An opportunity for members of the audience to comment on a subject not listed on the agenda (under state law, no action may be taken at this meeting)

Shown Costello asked what is going to be done with the bus stop at Kaiser Dublin as it is not accessible.

- 3. Minutes of the May 1, 2019 meetings of the Committee Approved. Waltz/Costello
- 4. Welcome New Members and Updated Bylaws

The committee welcomed the new member Michael Galvan for the new Social Services Alternate position. The committee members received the new updated bylaws with more added detail to what constitutes as Quorum.

5. Location and Times for FY19/20 TAAC Meetings

The committee elected to have their meetings at the Pleasanton Senior Center on the following dates at 3:30pm:

- o September 4, 2019
- o November 6, 2019
- January 8, 2019 (second week of January due to the holiday)
- o March 4, 2020
- May 6, 2020

Rivera-Hendrickson/Waltz

6. Election of Chair and Vice Chair for FY 19/20

The committee members re-elected Herb Hastings for the committee Chair position and Amy Mauldin for the committee's Vice-Chair position.

7. Reports to Board

Staff informed the committee that according to committee bylaws the Chair or his/her designee needs to make an oral report to the LAVTA board following the committee meeting.

8. PAPCO Report

Esther Waltz reported on the last PAPCO meeting.

9. Service Updates & Concerns

Staff reported on working with ACTC to execute the funding agreements for the two grants so that they are ready to go in July. Carmen Rivera-Hendrickson inquired about the Para-Taxi program updates. The staff stated that TNCs will be included into the program as of July 1, 2019.

Cameras are currently being installed onto the paratransit vehicles. This is currently underway and will hopefully be completed by July 1.

The shuttle to the Alameda County Fair has been up and running. The first day of operation appeared to have fewer riders than previous years, but the fair is also reporting fewer people attending the fair on opening day.

Esther Waltz reported that the lights on First and Neal bus stop don't always work.

11. Adjournment

Meeting adjourned at 5:04 pm

AGENDA

ITEM 6A

MINUTES OF THE JULY 1, 2019 LAVTA BOARD MEETING AGENDA

- **DATE**: July 1, 2019
- PLACE: LAVTA Offices, Room 110 1362 Rutan Court, Suite 100, Livermore

TIME: 4:00pm

AGENDA

1. Call to Order and Pledge of Allegiance

Meeting was called to order by Board Chair Scott Haggerty at 4:00pm

2. Roll Call of Members

Members Present

Scott Haggerty – County of Alameda Jean Josey – City of Dublin Melissa Hernandez – City of Dublin Kathy Narum – City of Pleasanton Bob Woerner – City of Livermore Bob Coomber – City of Livermore

Members Absent

David Haubert – City of Dublin Karla Brown – City of Pleasanton Jerry Pentin – City of Pleasanton

3. Meeting Open to Public

No comments.

4. Election of LAVTA Chair and Vice Chair

The Board nominated and elected a LAVTA Board Chair and Vice Chair for FY20 in accordance with the agency's bylaws.

A motion was made by Dublin Alternate Jean Josey to select the following as the LAVTA Board Chair FY 2020:

Chair – David Haubert

Approved: Josey/Coomber Aye: Narum, Woerner, Hernandez, Coomber, Josey, Haggerty No: None Abstain: None Absent: Haubert, Pentin, Brown

A motion was made by Director Bob Coomber to select the following as the LAVTA Board

Vice Chair FY 2020:

Vice Chair – Bob Woerner

Approved: Coomber/Narum Aye: Narum, Woerner, Hernandez, Coomber, Josey, Haggerty No: None Abstain: None Absent: Haubert, Pentin, Brown

5. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the June 3, 2019 Board of Directors meeting.

B. Treasurer's Report for May 2019

The Board of Directors approved the May 2019 Treasurer's Report.

C. Resolution Authorizing Investment of Livermore Amador Valley Transit Authority (LAVTA) Monies in the State of California Local Agency Investment Fund (LAIF)

The Board of Directors approved to adopt the attached Resolution 17-2019 reauthorizing investment of LAVTA monies in LAIF.

D. Contract Extension with MTM, Inc.

The Board of Directors approved to authorize the Executive Director to extend the current contract with MTM, Inc. for one (1) additional year.

E. New Joint Powers Agreement for CalTIP

The Board of Directors approved passage of the attached Resolution No. 19-2019 acknowledging the Livermore Amador Valley Transit Authority approval of the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Authority and authorizing the Executive Director to sign the amended Agreement.

F. Contract Award for Short Range and Long Range Transit Plans

The Board of Directors approved to authorize the Executive Director to enter into a contract with Nelson\Nygaard Consulting Associates, Inc., for the development of LAVTA's Short Range and Long Range Transit Plans, in an amount not to exceed \$273,637.10, which represents Nelson\Nygaard's price proposal plus a 10 percent contingency. Resolution 21-2019

G. Resolution in Support of Application for FY 19-20 Funding through the State Transit Assistance State of Good Repair Program

The Board of Directors approved Resolution 18-2019 in support of an allocation request

to MTC and Caltrans for the State Transit Assistance State of Good Repair (SGR) Program.

Approved: Narum/Woerner Aye: Narum, Woerner, Hernandez, Coomber, Josey, Haggerty No: None Abstain: None Absent: Haubert, Pentin, Brown

6. Establishing Standing Committees and Memberships

Staff stated that LAVTA can place this report on the next Board agenda after David Haubert has considered the committee and memberships. Director Scott Haggerty stated there is nothing controversial and moved forward with establishing standing committees and memberships.

The Board of Directors confirmed and approved Resolution 22-2019, establishing standing committees, memberships, and officers.

Approved: Woerner/Narum Aye: Narum, Woerner, Hernandez, Coomber, Josey, Haggerty No: None Abstain: None Absent: Haubert, Pentin, Brown

7. Transit Signal Priority GPS Upgrade and Expansion Project Equipment Purchase

Staff provided the Board of Directors background on the Transit Signal Priority project. LAVTA received funding from the Tri-Valley Transportation Council (TVTC) to fund the expansion and upgrade of the existing transit priority system. Staff noted that 55% of ridership comes from Route 10R and 30R, so these are important improvements to make to benefit our riders. The GPS-based technology will provide a seamless interface between our vehicles, including real time schedule and location information. The new TSP will turn "on" only when a bus is running three or more minutes late. Similar GPS-based TSP systems have been deployed in the Bay Area by Muni and AC Transit with near-immediate improvements in operating performance. This procurement will cover the equipment purchases (bus on-board equipment, intersection cabinet equipment: cables, software, etc.). There will also be an additional procurement in the fall for a construction contract to install the equipment in the field. Staff recommended a sole source procurement to Global Traffic Technologies (GTT) based on the need for backwards compatibility with the existing emergency vehicle priority system and to avoid a duplication of cost. LAVTA stated the price received from GTT was both reasonable and fair, based on consulting with other agencies that did similar procurements. The project was included in the Fiscal Year 19-20 budget that was recently approved. TVTC funds will provide 76% of the revenue to pay for the project and the remaining 24% are budgeted and provided by the Federal Transit Administration (FTA) using cost savings from LAVTA's Dublin Boulevard Transit Priority Initiative (TPI) project. Total project budget is \$815,077 with a 10% contingency. Staff also provided the next steps upon execution of the agreement.

The item was discussed by the Board of Directors and staff. Board Member Bob Woerner requested that at some point after this is implemented LAVTA show what the impact was. Staff stated they can bring a report back 3-6 months after the system is deployed.

The Board of Directors authorize the Executive Director to execute an Agreement between LAVTA and Global Traffic Technologies LLC to acquire GPS-based Transit Signal Priority equipment for 24 LAVTA-owned buses and 67 intersections served by Rapid Routes 10R and 30R in Livermore, Pleasanton, and Dublin.

Approved: Josey/Hernandez Aye: Narum, Woerner, Hernandez, Coomber, Josey, Haggerty No: None Abstain: None Absent: Haubert, Pentin, Brown

8. LAVTA Zero-Emission Bus Transition Study On-Call Task Order for Zero-Emission Bus Consulting Services

Staff provided the LAVTA Zero-Emission Bus Transition Study On-Call Task Order for Zero-Emission Bus Consulting Services to the Board of Directors. Last December in 2018 the California Air Resources Board (CARB) adopted a final Innovative Clean Transit Rule that will mandate 100% Zero-Emission vehicle purchases for public bus agencies by 2029. LAVTA will start phasing in Zero-Emission buses (ZEBs) in 2026. Each agency must submit a Zero-Emissions Rollout Plan to CARB. The ZEB Transition Study will kick-off the process of delivering the Rollout Plan requirement to CARB and meet the procurement timeline for the four battery electric buses LAVTA has grant funding to acquire.

The item was discussed by the Board of Directors and staff.

The Board of Directors approved Resolution 24-2019 to execute a task order contract with LAVTA's on-call zero-emission bus consulting firm Center for Transportation and the Environment (CTE), for a not-to-exceed amount of \$161,200 with a contingency amount of \$16,120 (10%) to be utilized at the discretion of the Executive Director.

Approved: Narum/Hernandez Aye: Narum, Woerner, Hernandez, Coomber, Josey, Haggerty No: None Abstain: None Absent: Haubert, Pentin, Brown

9. Executive Director's Report

Executive Director Michael Tree gave a brief summary of the Executive Director's Report to the Board of Directors. Executive Director Michael Tree noted the 3rd quarter ridership suffered, due to weather. LAVTA is also working to get the analysis from Clipper Card on ridership to see if the fare increase impacted ridership. GoDublin ridership data was also included in the 3rd quarter operations report. Executive Director Michael Tree also highlighted the possible Route 503 realignment into Scheafer Ranch, Amador Valley High School Solar Panel Project, and LAVTA's Try Transit to School annual promotion.

The item was discussed by the Board of Directors and staff.

After the Executive Director's Report, Agenda Item 13 was moved up on the agenda for the

convenience of the group in managing the balance of the meeting.

13. Matters Initiated by the Board of Directors

Director Scott Haggerty thanked LAVTA for hanging photos in the Board Room and informed LAVTA that the Gillig bus stop should be nominated for some type of APTA award. Director Scott Haggerty also thanked Tamara Edwards for the 24th consecutive year LAVTA received the prestigious Certificate of Achievement for Excellence Award in Financial Reporting.

10. Adjourn to CLOSED SESSION

Meeting adjourned to closed session at 4:27pm.

11. CLOSED SESSION—CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956: (One case.)

12. Reconvene to OPEN SESSION

Meeting reconvened at 4:43pm. No reportable actions were taken.

14. Next Meeting Date is Scheduled for: August 5, 2019

The August 5, 2019 meeting is cancelled, so the next meeting will be on September 9, 2019.

15. Adjournment

Meeting adjourned at 4:45pm.

AGENDA

ITEM 6B

Livermore Amador Valley Transit Authority

STAFF REPORT

SUBJECT: Preliminary Treasurer's Report for June 2019

FROM: Tamara Edwards, Director of Finance

DATE: September 9, 2019

Action Requested

Approval of the Preliminary LAVTA Treasurer's Report for June 2019.

Discussion

Cash accounts:

Our petty cash account (101) has a balance of \$200, and our ticket sales change account (102) continues with a balance of \$240 (these two accounts should not change).

General checking account activity (105):

Beginning balance June 1, 2019	\$3,991,557.79
Payments made	\$2,741,315.44
Deposits made	\$886,593.20
Transfer from General Checking	\$200,000.00
Ending balance June 30, 2019	\$2,336,835.55

Farebox account activity (106):

Beginning balance June 1, 2019	\$150,433.37
Deposits made	\$173,437.78
Transfer to General Checking	\$200,000.00
Ending balance June 30, 2019	\$123,871.15

LAIF investment account activity (135):

Beginning balance June 1, 2019	\$5,782,080.84
Ending balance June 30, 2019	\$5,782,080.84

Operating Expenditures Summary:

As this is the last month of the fiscal year, not all of the accruals have been completed. At the time of the preliminary treasurer's report was completed expenses were at 96.9%. Final numbers for the fiscal year will be presented in the CAFR.

Operating Revenues Summary:

As this is the last month of the fiscal year, not all of the accruals have been completed. At the time of the preliminary treasurer's report was completed revenues were at 90.%. Final numbers for the fiscal year will be presented in the CAFR.

Recommendation

The Finance and Administration Committee recommends approval of the Preliminary June 2019 Treasurer's Report.

Attachments:

1. Preliminary June 2019 Treasurer's Report

Approved: _____

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY BALANCE SHEET FOR THE PERIOD ENDING: June 30, 2019

ASSETS:

 101 PETTY CASH 102 TICKET SALES CHANGE 105 CASH - GENERAL CHECKING 106 CASH - FIXED ROUTE ACCOUNT 107 Clipper Cash 108 Rail 120 ACCOUNTS RECEIVABLE 135 INVESTMENTS - LAIF 150 PREPAID EXPENSES 160 OPEB ASSET 165 DEFFERED OUTFLOW-Pension Related 170 INVESTMENTS HELD AT CALTIP 	$\begin{array}{c} 200\\ 240\\ 2,336,836\\ 123,871\\ 1,566,401\\ 973,340\\ 741,362\\ 5,782,081\\ 259,416\\ 536,342\\ 636,065\\ 0\end{array}$
170 INVESTMENTS HELD AT CALTIP 111 NET PROPERTY COSTS	0
III NEI FROFERIT COSIS	69,223,989

TOTAL ASSETS

82,180,142

LIABILITIES:

205 ACCOUNTS PAYABLE	399,216
211 PRE-PAID REVENUE	2,474,887
21101 Clipper to be distributed	1,027,391
22000 FEDERAL INCOME TAXES PAYABLE	34
22010 STATE INCOME TAX	(10)
22020 FICA MEDICARE	(57)
22050 PERS HEALTH PAYABLE	0
22040 PERS RETIREMENT PAYABLE	(330)
22030 SDI TAXES PAYABLE	0
22070 AMERICAN FIDELITY INSURANCE PAYABLE	627
22090 WORKERS' COMPENSATION PAYABLE	2,305
22100 PERS-457	2,105
22110 Direct Deposit Clearing	0
23101 Net Pension Liability	1,075,263
23104 Deferred Inflow- Pension Related	60,124
23103 INSURANCE CLAIMS PAYABLE	102,534
23102 UNEMPLOYMENT RESERVE	8,300

TOTAL LIABILITIES

5,152,390

FUND BALANCE:

301 FUND RESERVE	(4,812,531)
304 GRANTS, DONATIONS, PAID-IN CAPITAL	81,875,448
30401 SALE OF BUSES & EQUIPMENT	565
FUND BALANCE	(35,730)

TOTAL FUND BALANCE

TOTAL LIABILITIES & FUND BALANCE

82,180,142

77,027,752

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY REVENUE REPORT FOR THE PERIOD ENDING: June 30, 2019

COUNT DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100 Fixed Route Passenger Fares	1,411,344	191,197	1,366,396	44,948	96.8%
4020000 Business Park Revenues	208,249	19,505	209,742	(1,493)	100.7%
4020500 Special Contract Fares	529,223	78,985	414,881	114,342	78.4%
4020500 Special Contract Fares - Paratransit	54,000	0	38,146	15,854	70.6%
4010200 Paratransit Passenger Fares	203,000	3,997	145,340	57,660	71.6%
4060100 Concessions	54,110	0	14,954	39,156	27.6%
4060300 Advertising Revenue	95,000	0	95,000	-	100.0%
4070400 Miscellaneous Revenue-Interest	7,000	0	70,003	(63,003)	1000.0%
4070300 Non tranpsortation revenue	56,400	0	103,907	(47,507)	184.2%
4090100 Local Transportation revenue	333,000	0	64,596	268,404	19.4%
4099100 TDA Article 4.0 - Fixed Route	10,481,586	0	9,107,101	1,374,485	86.9%
1099500 TDA Article 4.0-BART	101,489	6,840	99,778	1,711	98.3%
4099200 TDA Article 4.5 - Paratransit	141,539	10,050	122,984	18,555	86.9%
1099600 Bridge Toll- RM2, RM1	778,436	463,340	814,006	(35,570)	104.6%
110100 STA Funds-Partransit	88,104	0	23,812	64,292	27.0%
1110500 STA Funds- Fixed Route BART	593,690	0	593,690	-	100.0%
1110100 STA Funds-pop	1,077,176	6,405	1,330,665	(253,489)	123.5%
110100 STA Funds- rev	250,382	432,062	682,444	(432,062)	272.6%
110100 STA Funds- Lifeline	205,118	0	723,608	(518,490)	352.8%
110100 STA Funds- SJ county	100,000	0	0	100,000	0.0%
110100 Caltrans rail planning grant	750,000	0	0	750,000	0.0%
130000 FTA Section 5307 Preventative Maint.	444,777	0	451,647	(6,870)	100.0%
130000 FTA Section 5307 ADA Paratransit	348,687	0	0	348,687	0.0%
4130000 FTA TPI	-	0	11,713	(11,713)	100.0%
4130000 FTA JARC and NF	-	0	0	-	#DIV/0!
4130000 FTA 5310	33,000	0	0	33,000	0.0%
4640500 Measure B Gap	17,932	0	8,687	9,245	100.0%
4640500 Measure B Express Bus	-	0	0	-	100.0%
4640100 Measure B Paratransit Funds-Fixed Route	976,564	83,161	897,650	78,914	91.9%
4640100 Measure B Paratransit Funds-Paratransit	181,949	15,494	167,246	14,703	91.9%
4640200 Measure BB Paratransit Funds-Fixed Route	722,304	61,657	662,301	60,003	91.7%
4640200 Measure BB Paratransit Funds-Paratransit	329,937	28,164	302,528	329,937	91.7%
TOTAL REVENUE	20,573,996	1,400,857	18,522,826	2,353,699	90.0%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY **OPERATING EXPENDITURES** FOR THE PERIOD ENDING:

June 30, 2019

		June 30, 2019				
		BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02	Salaries and Wages	\$1,643,512	\$138,240	\$1,543,187	\$100,325	93.90%
502 00	Personnel Benefits	\$947,690	\$52,462	\$853,747	\$93,943	90.09%
503 00	Professional Services	\$1,606,046	\$1,056,477	\$3,052,917	(\$1,446,871)	190.09%
503 05	Non-Vehicle Maintenance	\$667,183	\$22,676	\$597,007	\$57,254	89.48%
503 99	Communications	\$9,500	\$1,033	\$4,192	\$5,308	44.12%
504 01	Fuel and Lubricants	\$1,338,900	\$53,072	\$845,721	\$493,179	63.17%
504 03	Non contracted vehicle maintenance	\$7,300	\$889	\$889	\$6,411	12.18%
504 99	Office/Operating Supplies	\$48,135	\$26,426	\$63,662	(\$15,527)	132.26%
504 99	Printing	\$60,000	\$123	\$25,580	\$34,420	42.63%
505 00	Utilities	\$323,914	\$30,684	\$290,955	\$32,959	89.82%
506 00	Insurance	\$689,689	\$4,284	\$534,961	\$154,728	77.57%
507 99	Taxes and Fees	\$302,000	\$4,914	\$89,779	\$212,221	29.73%
508 01	Purchased Transportation Fixed Route	\$10,199,209	\$808,332	\$10,131,201	\$97,738	99.33%
2-508 02	Purchased Transportation Paratransit	\$2,024,000	\$126,826	\$1,581,310	\$442,690	78.13%
508 03	Purchased Transportation WOD	\$75,000	\$19,098	\$65,691	\$9,309	87.59%
509 00	Miscellaneous	\$476,518	\$22,902	\$100,586	\$361,813	21.11%
509 02	Professional Development	\$57,400	\$9,269	\$44,841	\$12,559	78.12%
509 08	Advertising	\$75,000	\$19,377	\$87,299	(\$12,299)	116.40%
	TOTAL	\$20,550,996	\$2,397,085	\$19,913,523	\$640,162	96.90%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2) FOR THE PERIOD ENDING: June 30, 2019

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE	DETAILS					
4090594	TDA (office and facility equip)	100,000	0	0	100,000	0.00%
4090194	TDA Shop repairs and replacement	85,000	0	0	85,000	0.00%
4091794	Bus stop improvements	464,415	0	0	464,415	0.00%
	TDA Bus cameras	230,000	0	0	230,000	0.00%
4090994	TDA IT Upgrades and Replacements	35,000	0	0	35,000	0.00%
4090794	TDA Transit Center Improvements	-	0	0	0	#DIV/0!
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	350,000	0	0	350,000	0.00%
4091294	TDA Doolan Tower Upgrade	10,000	0	0	10,000	0.00%
	TDA TSP	66,000	0	0	66,000	0.00%
4092194	TDA Rebranding bus wrap	100,000	0	0	100,000	0.00%
4091594	TDA Farebox upgrade	101,758	0	0	101,758	0.00%
4090394	TDA Non revenue vehicle replacement	200,000	0	0	200,000	0.00%
4092396	Bridge Tolls Bus Replacement	-	0	0	0	#DIV/0!
4091701	CTC CIP Shelters	1,414,000	0	104,704	1,309,296	7.40%
409xx01	TVTC TSP	1,140,000	0	0	1,140,000	0.00%
409xx01	SGR shelters and stops	55,640	0	18,491	37,149	33.23%
4111700	PTMISEA Shelters and Stops	80,585	12,760	12,760	67,825	15.83%
4111700	SGR Shelters and Stops	80,585	0	29,952	50,633	37.17%
41124	Prob 1B Security upgrades	44,259	0	0	44,259	0.00%
41114	Prop 1B Wifi	36,696	0	0	36,696	0.00%
41107	PTMISEA Transit Center Improvements	127,520	0	0	127,520	0.00%
41105	PTMISEA Office improvements	195,000	0	0	195,000	0.00%
	TSP	200,000	0	0	200,000	0.00%
41315	FTA Farebox upgrade	398,242	0	0	398,242	0.00%
	FTA Hybrid battery packs	800,000	0	0	800,000	0.00%
41304	FTA BRT	364,491	0	364,491	0	100.00%
41303	FTA non revenue vehicle upgrade	367,200	0	0	367,200	0.00%
	FTA Transit Center	440,000	0			0.00%
	TOTAL REVENUE	7,586,391	12,760	530,398	6,615,993	6.99%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2) FOR THE PERIOD ENDING:

June 30, 2019

		June 30, 2019	June 30, 2019			DEDOENT	
ACCOUNT	T DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED	
EXPENDI	TURE DETAILS						
	CAPITAL PROGRAM - COST CENTER 07						
5550107	Shop Repairs and replacement	85,000	0	900	84,100	1.06%	
	' New MOA Facility (Satelite Facility)	-	0	0	0	#DIV/0!	
5550307	Non revenue vehicle replacement	567,200	0	315,025	252,175	55.54%	
5550407		-	0	583,127	(583,127)		
	Office and Facility Equipment	295,000	0	45,499	249,501	15.42%	
5550607	511 Integration	-	0	125,000	(125,000)		
	TSP upgrade	1,406,000	0	30,897	1,375,103	2.20%	
	Bus camera replacement	230,000	0	0	230,000	0.00%	
	IT Upgrades and replacement	35,000	0	21,216	13,784	60.62%	
	Transit Center Upgrades and Improvements	567,520	0	5,411	562,109	0.95%	
	Doolan Tower upgrade	10,000	0	0	10,000		
5551407		36,696	0	0	36,696	0.00%	
	' Farebox upgrade	500,000	0	13,925	486,075	2.79%	
	' Bus Shelters and Stops	2,014,640	558	25,222	1,989,418	1.25%	
	Major component rehab	1,150,000	0	59,206	1,090,794	5.15%	
	Rebranding bus wrap	100,000	0	0	100,000	0.00%	
	Bus replacement	-	5,532	183,255	(183,255)		
	Security upgrades	44,259	38,478	63,679	(19,420)		
555??07	Transit Capital	100,000	0	0	100,000	0.00%	
	TOTAL CAPITAL EXPENDITURES	7,141,315	44,568	1,472,362	5,668,953	20.62%	
	FUND BALANCE (CAPITAL)	445076.00	(31,808)	(941,964)			
	FUND BALANCE (CAPTIAL & OPERATING)	445,076.00	(1,035,817)	(2,352,652)			

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY GENERAL MANAGER 1362 RUTAN COURT, SUITE 100 LIVERMORE, CA 94550 www.treasurer.ca.gov/pmialaif/laif.asp August 02, 2019

PMIA Average Monthly Yields

Account Number: 80-01-002

/ Tran Type Definitions

June 2019 Statement

Account Summary

Total Deposit: Total Withdrawal:

0.00	Beginning Balance:	5,795,854.83
0.00	Ending Balance:	5,795,854.83

REPORT.: Aug 01 19 Thursday RUN....: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda

LAVTA Month End Cash Disbursements Report Prior Period Report for 06-19 BANK ACCOUNT 105

PAGE: 001 ID #: PY-CD CTL.: WHE

Period	Check Number	Check Date	Vendor	<pre>(AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE (ALLIED ADMIN/DELTA DENTAL) (MUTUAL OF OMAHA) (CAL PUB EMP RETIRE SYSTM) (VSP) (DIRECT DEPOSIT OF PAYROLL CH (EMECTANIC FUND TRANFERS) (PERS) (CALPERS RETIREMENT SYSTEM) (KARLA SUE BROWN) (BOB COOMBER) (SCOTT HAGGERTY) (DAVID HAUBERT) (JERRY PENTIN) (ROBERT L. WOERNER) (MERCHANT SERVICES) (MERCHANT SERVICES) (SAEED TIRMIZI) DIRECT DEPOSIT OF PAYROLL CH (EMELOYMENT DEVEL DEPT) (ELECTRONIC FUND TRANFERS) (FERS) (VERIZON WIRELESS) (VERIZON WIRELESS) (CALIFORNIA WARER SERVICE) (CALIFORNIA WARER SERVICE) (C</pre>	Disc. Terms	Gross	Disc	Amount	Net Amount	Check	Description
											TIN 10 FIRVINE OD
06-19	H9440 H9441	06/15/19	AME06 AME06	(AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE		638.98		.00	1,008.32	AME06, AME06,	MAY-19 FLEXIBLE SP
	H9442	06/15/19	AME06	(AMERICAN FIDELITY ASSURANCE	:	1,008.32		.00	1,008.32	AME06,	MAY-19 FLEXIBLE SP
	H9443 H9444	06/15/19	AME06 AME06	(AMERICAN FIDELITY ASSURANCE (AMERICAN FIDELITY ASSURANCE		638.98 1.008.32	~	.00	638.98 1.008.32	AME06, AME06,	APR-19 SUPPLEMENTA APR-19 FLEXIBLE SP
	H9445	06/15/19	AME06	(AMERICAN FIDELITY ASSURANCE		638.98		.00	638.98	AME06,	MAR-19 SUPPLEMENTA
	H9446 H9447	06/15/19	DEL05 MUT01	(ALLIED ADMIN/DELTA DENTAL)	-	2,294.02		.00	2,294.02	DEL05, MUT01	JUN-19 DENTAL INSU
	H9448	06/15/19	PER03	(CAL PUB EMP RETIRE SYSTM)	35	5,842.42		.00	35,842.42	PER03,	JUN-19 HEALTH INSU
	H9449	06/15/19	VSP01	(VSP)		542.20		.00	542.20	VSP01,	JUN-19 VISION INSU
	H9450 H9451	06/07/19	EMP01	(EMPLOYMENT DEVEL DEPT)	40	2,693.02		.00	2,693.02	EMP01,	STATE TAX 5/18-5/3
	H9452	06/07/19	EFT01	(ELECTRONIC FUND TRANFERS)	-	7,418.04		.00	7,418.04	EFT01,	FEDERAL TAX 5/18-5
	H9453 H9454	06/07/19	PER01 PER01	(PERS)		3,319.71		.00	4,059.16	PEROI, PEROI,	PERS NEW CONTRIBUT
	H9455	06/07/19	PER04	(CALPERS RETIREMENT SYSTEM)	2	2,113.78		.00	2,113.78	PER04,	PERS 457 CONTRIBUT
	H9456 H9457	06/01/19	CO003	(KARLA SUE BROWN) (BOB COOMBER)		200.00		.00	200.00	COO03,	MAY-19 BOD STIPEND MAY-19 BOD STIPEND
	H9458	06/01/19	HAG01	(SCOTT HAGGERTY)		200.00		.00	200.00	HAG01,	MAY-19 BOD STIPEND
	H9459 H9460	06/01/19	PEN01	(DAVID HAUBERT) (JERRY PENTIN)		100.00		.00	100.00	PEN01,	MAY-19 BOD STIPEND MAY-19 BOD STIPEND
	H9461	06/01/19	WOE01	(ROBERT L. WOERNER)		200.00		.00	200.00	WOE01,	MAY-19 BOD STIPEND
	H9462 H9463	06/01/19	MER01 MER01	(MERCHANT SERVICES) (MERCHANT SERVICES)		88.19 84.40		.00	88.19 84.40	MERO1, MERO1.	MAY-19 MOA CC FEES MAY-19 TRANSIT CEN
	H9464	06/10/19	MTM01	(MEDICAL TRANSPORTATION MANAG	121	1,064.59		.00	121,064.59	MTM01,	APR-19 MONTHLY SER
	H9465 H9466	06/15/19	MVT01 MVT01	(MV TRANSPORTATION, INC.)	378	3,720.32		.00	378,720.32	MVT01,	101392, JUN-19 1ST APR-19 MONTHLY FIX
	H9467	06/15/19	PAC01	(AT&T)	101	33.03		.00	33.03	PAC01,	ACCT #232~351-6260,
	H9468	06/15/19	PAC01	(AT&T)		225.39		.00	225.39	PAC01,	ACCT #925-243-9029,
	H9470	06/15/19	PAC01	(AT&T)		351.43		.00	351.43	PAC01,	ACCT #436~951-0106,
	H9471	06/14/19	TAX07	(ASMA SYEDA)		48.88		.00	48.88	TAX07,	PARATAXI REIMBURSE
	H9472	06/14/19	TAX67	(SAEED TIRMIZI)		40.00		.00	40.00	TAX67, TAX99,	PARATAXI REIMBURSE
	H9474	06/21/19	DIR02	(DIRECT DEPOSIT OF PAYROLL CH	50	,533.85		.00	50,533.85	DIR02,	PR DIRECT DEPOSIT
	H9475 H9476	06/20/19	EFT01	(EMPLOYMENT DEVEL DEPT) (ELECTRONIC FUND TRANFERS)	11	3,739.01 1.067.96		.00	3,/39.01	EFT01,	STATE TAX 6/1-6/14 FEDERAL TAX 6/1-6/
	H9477	06/20/19	PER01	(PERS)	4	1,036.48		.00	4,036.48	PER01,	PERS NEW CONTRIBUT
	H9478 H9479	06/10/19	VER01 VER01	(VERIZON WIRELESS) (VERIZON WIRELESS)	1	L,356.69 L.419.40		-00	1,356.69	VER01, VER01.	9822799563, 12/23- 9824749829, 1/23-2
	H9480	06/10/19	VER01	(VERIZON WIRELESS)	1	1,426.65		.00	1,426.65	VER01,	9826741055, 2/23-3
	H9481 H9482	06/10/19 06/10/19	VER01 VER01	(VERIZON WIRELESS) (VERIZON WIRELESS)	-	1,411.13		.00	1,411.13 1.424.27	VER01,	9828722563, 3/23-4 9830700283, 4/23-5
	H9483	06/15/19	PER03	(CAL PUB EMP RETIRE SYSTM)	35	5,842.42		.00	35,842.42	PERO3,	JULY-19 HEALTH INS
	H9484 H9485	06/15/19 06/20/19	DEL05 PER01	(ALLIED ADMIN/DELTA DENTAL) (PERS)	4	2,294.02		-00	2,294.02	DEL05, PER01.	JULY-19 DENTAL INS PERS CLASSIC CONTR
	H9486	06/28/19	MVT01	(MV TRANSPORTATION, INC.)	378	3,720.32		.00	378,720.32	MVT01,	101394, JUN-19 2ND
	H9487 H9488	06/27/19	STA01 STA13	(STATE COMPENSATION FUND) (STAPLES CREDIT PLAN)]	1,759.83 562.21		.00	1,759.83	STA01,	JUN-19 WORKER'S CO
	H9489	06/28/19	TAX14	(KAREN ADAMS)		142.83		.00	142.83	TAX14,	PARATAXI REIMBURSE
	H9490 H9491	06/28/19 06/28/19	TAX07 TAX91	(ASMA SYEDA) (VIVIAN MARIE MILLER)		98.39 145.26		.00	98.39 145.26	TAX07, TAX91.	PARATAXI REIMBURSE
	H9492	06/27/19	MTM01	(MEDICAL TRANSPORTATION MANAG	19	9,421.25	Δ.	.00	19,421.25	MTM01,	MTM-112131, APR-19
	H9493 H9494	06/28/19	CIT07 CIT07	(CITY OF LIVERMORE - WATER)		38.82		.00	38.82	CIT07,	138431-00, ATLANTI 139388-00 BUS WAS
	H9495	06/18/19	CIT07	(CITY OF LIVERMORE - WATER)		14.34		.00	14.34	CIT07,	138432-00, ATLANTI
	H9496 H9497	06/18/19 06/18/19	CIT07 CIT07	(CITY OF LIVERMORE - WATER)		36.57		.00	36.57	CITO7,	139361-00, ATLANTI 139399-00 ATLANTI
	H9498	06/18/19	CIT07	(CITY OF LIVERMORE - WATER)		171.26		.00	171.26	CIT07,	138430~01, ATLANTI
	H9499 H9500	06/24/19	CAL04 CAL04	(CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE)		785.33		.00	785.33	CAL04,	4616555555, TC IRR
	н9501	06/19/19	CAL04	(CALIFORNIA WATER SERVICE)		68.84		.00	68.84	CAL04,	57555555555, CONTRA
	H9502 H9503	06/19/19	CALU4 CALO4	(CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE)		51.63 68 84		.00	51.63 68.84	CAL04,	25755555555, TC FIR
	H9504	06/10/19	CAL04	(CALIFORNIA WATER SERVICE)	1	,613.21		.00	1,613.21	CAL04,	9098655555, MOA WA
	H9505 H9506	06/10/19	CAL04 PAC02	(CALIFORNIA WATER SERVICE)		919.21		.00	919.21	CAL04,	0198655555, BUS WA
	Н9507	06/06/19	PAC02	(PACIFIC GAS AND ELECTRIC)		123.79		.00	123.79	PAC02,	7649646868-7, DOOL
	H9508 H9509	06/20/19	PAC02 PAC02	(PACIFIC GAS AND ELECTRIC)	1	416 95		.00	1,014.12	PAC02,	7264840356-5, RAPI
	Н9510	06/24/19	PAC02	(PACIFIC GAS AND ELECTRIC)	7	491.47		.00	7,491.47	PAC02,	5809326332-3, MOA
	H9511 H9512	06/30/19	CAL15 STA01	(CALTRONICS BUSINESS SYS)	1	400.30		.00	400.30	CAL15,	2795485, BIZHUB 5/
	H9513	06/30/19	CAS02	(LISETH CASTRO)	-	11.60		.00	11.60	CAS02,	6/10-6/24/19 TRAVE
	H9514 H9515	06/30/19	CAS02 MCC01	(LISETH CASTRO) (TONY McCAULAY)		103.82		.00	103.82	CAS02,	TRAVEL REIMBURSE 1
	H9516	06/30/19	NAV01	(CHRISTY NAVARRO)		45.00		.00	45.00	NAV01,	JUN-19 EXPENSE, TR
	H9517 H9518	06/30/19	STE04 STE04	(JONATHAN STEKETEE)		611.65		.00	611.65	STE04,	JUN-19 EXPENSE REI
	H9519	06/30/19	YEA01	(JENNIFER YEAMANS)		71.08		.00	71.08	YEA01,	4/3-6/6/19 TRAVEL
	H9521	06/30/19	DIR02	(DIRECT DEPOSIT OF PAYROLL CH	1	,044.27 1,757.42		.00	1,044.27 8,757.42	MUT01, DIR02	JULY-19 LIFE & LTD PR DIRECT DEPOSIT
	H9522	06/30/19	EFT01	(ELECTRONIC FUND TRANFERS)	3	,143.09		.00	3,143.09	EFT01,	FEDERAL TAX FY 201
	H9524	06/30/19	BR003	(KARLA SUE BROWN)		905.4/ 100.00		.00	905.47 100.00	EMP01, BR003.	STATE TAX FY 2019 JUN-19 BOD STIPEND
	H9525	06/30/19	C0003	(BOB COOMBER)		100.00		.00	100.00	C0003,	JUN-19 BOD STIPEND
	H9527	06/30/19	HAU01	(DAVID HAUBERT)		200.00		.00	200.00	HAG01, HAU01.	JUN-19 BOD STIPEND JUN-19 BOD STIPEND
	H9528	06/30/19	PEN01	(JERRY PENTIN)		300.00		.00	300.00	PEN01,	JUN-19 BOD STIPEND
	H9531	06/30/19	BAN03	(BANKCARD CENTER)	11	200.00 ,563.21		.00	200.00 11,563.21	WOE01, BAN03.	JUN-19 BOD STIPEND APR-19 BOW CC STAT

REPORT.: Aug 01 19 Thursday RUN....: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda

LAVTA Month End Cash Disbursements Report Prior Period Report for 06-19 BANK ACCOUNT 105

PAGE: 002 ID #: PY-CD CTL.: WHE

		Soborr		filoi fefiod kepoi	C IOI O	OT DANK AC	COONT 105		CID WHA
Period	Check Number	Check Date	Vendor	<pre># (Name) (BANKCARD CENTER) (BANKCARD CENTER) (BANKCARD CENTER) (Voided Check) (AC TRANSIT DISTRICT) (AC TRANSIT DISTRICT) (AC TRANSIT DISTRICT) (ALTANT TO PLEASE JANITORIAL SE (AMADOR VALLEY INDUSTRIES) (CALIFORNIA TRANSIT) (CITY OF LIVERMORE SEWER) (ALLIANT INSURANCE SEWUICE) (DAY & NIGHT PEST CONTROL) (EMERALD LANDSCAPE CO INC) (FASTSIGNS) (FedEx) (GOVINVEST INC.) (HANSON BRIDGETT MARCUS) (THE INDEPENDENT) (IJC (USA)INC) (J. THAYER COMPANY) (ALPHA MEDIA LLC) (LIVERMORE SANITATION INC) (LIVERMORE CHAMBER) (LIVERMORE SANITATION INC) (LIVERMORE SANITATION INC) (METROPOLITAN TRANSPORT-) (OFFICE DEPOT) (PACIFIC ENVIROMENTAL SERV) (PLEASANTON, CITY OF) (PREMIER SECURITY SOLNS CO) (QUENCH) (SC FUELS) (SALMARCCK OFFICE SOLUTIONS) (SOLUTIONS FOR TRANSIT) (FARZANA ALI) (FARZANA ALI) (FARZANA ALI) (FARZANA ALI) (CALTY ELECTRIC WORKS) (CLITS VENTURES INC) (CITY OF LIVERMORE SEWER) (CORBIN WILLITS SYSTEMS) (ALLIANT INSURANCE SERVICES INC) (CITY OF LIVERMORE SEWER) (CALIFS VENTURES INC) (CITY OF LIVERMORE SEWER) (CALIFS VENTURES INC) (CITY OF LIVERMORE SEWER) (CORBIN WILLITS SYSTEMS) (ALLIANT INSURANCE SERVICES INC (DIRECT TV) (EENFARE) (MELISSA HERNANDZ STRAH) (LIK CONSULTING SERVICES, IN (OFFICE DEPOT) (PLANETERIA MEDIA LLC) (R & S ERECTION) (SC FUELS) (EDNA RHYNES) (PATRICIA EMERY) (LAVTA) (ADVOCACY MARKETING LLC) (APATA NEATHOR SALES INC.) (STATE OF CALIFORNIA-DEPT OF (EDNA RHYNES) (PATRICIA EMERY) (LAVTA) (ADVOCACY MARKETING LLC) (ALFAR ANDSON BRIDGETT MARCUS) (CALIFORNIA TRANSIT) (COMPLIANCE STRATEGIES) (CALIFORNIA TRANSIT) (COMPLIANCE STRATEGIES) (LIVERNORE SANTATION INC) (LYFT, INC) (VALLEY PLANNING ASSOCIATES) (LIVERNORE SANTATION INC) (LYFT, INC) (VALLEY PLANNING ASSOCIATES) (LANSON BRIDGETT MARCUS) (FREMIER SECURITY SOLNS CO) (R & S ERECTION) (SEON MYCH OFFICE SOLUTIONS) (EDERALD LANDSCAPE CO INC) (ANDON CACY MARKETING LLC) (AF A SERCTION) (SEMN SOCIATES) (LIVERNORE SANTATION INC) (LANDA TERY MELLO) (JANNIFER MELLO</pre>	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
06-19	H9532	06/30/19	BAN03	(BANKCARD CENTER)		9,189.92	.00	9,189.92	BAN03, MAY-19 BOW CC STAT
	H9533	06/30/19	BAN03	(BANKCARD CENTER)	1	6,521.80	.00	6,521.80	BAN03, JUN-19 BOW CC STAT
	H9535	06/30/19	VOID	(Voided Check)	T	.00	.00	.00	BANUS, MARCH-2019 BOW CC- BANUS, MAR-19 BOW CC-LUCK
	021358	06/17/19	ACT01	(AC TRANSIT DISTRICT)		1,198.07	.00	1,198.07	Automatic Generated Check
	021359	06/17/19	AEC01	(AECOM TECHNICAL SERVICES IN	C 57	5,224.75	.00	575,224.75	Automatic Generated Check
	021361	06/17/19	AVI01	(AMADOR VALLEY INDUSTRIES)	ĸ	384.67	.00	384.67	Automatic Generated Check
	021362	06/17/19	CAL13	(CALIFORNIA TRANSIT)		1,255.40	.00	1,255.40	Automatic Generated Check
	021363	06/17/19	CIT06	(CITY OF LIVERMORE SEWER)	3	65.70 8 006 54	.00	65.70 38 006 54	Automatic Generated Check
	021365	06/17/19	DAY02	(DAY & NIGHT PEST CONTROL)	5	218.00	.00	218.00	Automatic Generated Check
	021366	06/17/19	EME01	(EMERALD LANDSCAPE CO INC)		2,526.00	.00	2,526.00	Automatic Generated Check
	021367	06/17/19	FASU1 FED01	(FASTSIGNS) (FedEx)		3,646.05	.00	3,646.05	Automatic Generated Check
	021369	06/17/19	GOV02	(GOVINVEST INC.)		6,000.00	.00	6,000.00	Automatic Generated Check
	021370	06/17/19	HAN01	(HANSON BRIDGETT MARCUS)	3	1,180.00	.00	31,180.00	Automatic Generated Check
	021372	06/17/19	IPC01	(IPC (USA)INC)	1	8,137.77	.00	18,137.77	Automatic Generated Check
	021373	06/17/19	JTH01	(J. THAYER COMPANY)		273.54	.00	273.54	Automatic Generated Check
	021374	06/17/19	LIV04	(ALPHA MEDIA LLC) (LIVERMORE CHAMBER)		490.00	.00	5,000.00	Automatic Generated Check Automatic Generated Check
	021376	06/17/19	LIV10	(LIVERMORE SANITATION INC)	:	2,385.70	.00	2,385.70	Automatic Generated Check
	021377	06/17/19	LYF01 MAZO1	(LYFT, INC)		2,890.74	.00	2,890.74	Automatic Generated Check
	021379	06/17/19	MET01	(METROPOLITAN TRANSPORT-)	4	5,268.44	.00	45,268.44	Automatic Generated Check
	021380	06/17/19	OFF01	(OFFICE DEPOT)		361.47	.00	361.47	Automatic Generated Check
	021381	06/17/19	PACII PLE05	(PACIFIC ENVIROMENTAL SERV) (PLEASANTON, CITY OF)		240.00	.00	240.00	Automatic Generated Check
	021383	06/17/19	PRE03	(PREMIER SECURITY SOLNS CO)		399.85	.00	399.85	Automatic Generated Check
	021384	06/17/19	QUE01	(QUENCH)	1	281.87	.00	281.87	Automatic Generated Check
	021385	06/17/19	SCF01 SHA02	(SC FOELS) (SHAMROCK OFFICE SOLUTIONS)	T	370.35	.00	370.35	Automatic Generated Check Automatic Generated Check
	021387	06/17/19	SOL01	(SOLUTIONS FOR TRANSIT)	:	2,083.33	.00	2,083.33	Automatic Generated Check
	021388	06/17/19	TELO1 TICO1	(TPx COMMUNICATIONS) (BECKY CHAPPELL)	-	2,038.41	.00	2,038.41	Automatic Generated Check
	021390	06/17/19	TX119	(OLGA PRINZ (DUUPLICATE DONT	U	180.63	.00	180.63	Automatic Generated Check
	021391	06/17/19	TX133	(SAROJA IYER)		200.00	.00	200.00	Automatic Generated Check
	021392	06/17/19	TX205	(MUHAMMAD ALI)		71.83	.00	71.83	Automatic Generated Check Automatic Generated Check
	021394	06/17/19	TX206	(FARZANA ALI)		212.10	.00	212.10	Automatic Generated Check
	021395 021396	06/17/19	OBEUI AME02	(UBER) (APTA)	15	2,060.12	.00	2,060.12	Automatic Generated Check
	021397	06/28/19	ATT02	(AT&T)	_	387.10	.00	387.10	Automatic Generated Check
	021398	06/28/19	ATT03	(AT&T)		923.58	.00	923.58	Automatic Generated Check
	021399	06/28/19	CEL01	(CELTIS VENTURES INC)	10	0,225.94	.00	369.50	Automatic Generated Check
	021401	06/28/19	CIT06	(CITY OF LIVERMORE SEWER)		403.61	.00	403.61	Automatic Generated Check
	021402	06/28/19	DAI02	(ALLIANT INSURANCE SERVICES	т :	244.24 3.541.82	-00	244.24 3.541.82	Automatic Generated Check Automatic Generated Check
	021404	06/28/19	DEL01	(DELL MARKETING LP)	- 19	9,869.67	.00	19,869.67	Automatic Generated Check
	021405	06/28/19	DIR01 GEN05	(DIRECT TV) (GENEARE)		14.00	.00	14.00	Automatic Generated Check
	021407	06/28/19	HER05	(MELISSA HERNANDZ STRAH)		1,100.00	.00	1,100.00	Automatic Generated Check
	021408	06/28/19	LTK01	(LTK CONSULTING SERVICES, IN)	C 34	4,951.33	.00	34,951.33	Automatic Generated Check
	021410	06/28/19	PLA02	(PLANETERIA MEDIA LLC)		325.00	.00	325.00	Automatic Generated Check
	021411	06/28/19	RSE01	(R & S ERECTION)		2,384.00	.00	2,384.00	Automatic Generated Check
	021412	06/28/19	SECOL	(SC FOELS) (SEON SYSTEM SALES INC.)	10	3,145.57 3,194.56	.00	18,145.57	Automatic Generated Check Automatic Generated Check
	021414	06/28/19	STA19	(STATE OF CALIFORNIA-DEPT OF		820.28	.00	820.28	Automatic Generated Check
	021415	06/28/19	T1C01 TX194	(BECKY CHAPPELL) (MARIAN TOSTE)		27.00	.00	27.00	Automatic Generated Check
	021417	06/28/19	TX199	(EDNA RHYNES)		21.25	.00	21.25	Automatic Generated Check
	021418	06/28/19	TX209	(PATRICIA EMERY)		20.00	.00	20.00	Automatic Generated Check
	021420	06/30/19	ADV03	(ADVOCACY MARKETING LLC)	32	2,500.00	.00	32,500.00	Automatic Generated Check Automatic Generated Check
	021421	06/30/19	AEC01	(AECOM TECHNICAL SERVICES INC	C 89	9,793.82	.00	89,793.82	Automatic Generated Check
	021422	06/30/19	CAL13	(AMADOR VALLEY INDUSTRIES) (CALIFORNIA TRANSIT)	c	384.67	.00	384.67	Automatic Generated Check
	021424	06/30/19	COM03	(COMPLIANCE STRATEGIES)	4	4,000.00	.00	4,000.00	Automatic Generated Check
	021425	06/30/19	DAY02 EME01	(DAY & NIGHT PEST CONTROL)	-	218.00	.00	218.00	Automatic Generated Check
	021427	06/30/19	HAN01	(HANSON BRIDGETT MARCUS)	15	5,056.29	.00	15,056.29	Automatic Generated Check
	021428	06/30/19	HOT01	(HOTSY PACIFIC)		405.00	.00	405.00	Automatic Generated Check
	021430	06/30/19	KOF01	(KOFF & ASSOCIATES)	1	L,340.00	.00	5,000.00	Automatic Generated Check Automatic Generated Check
	021431	06/30/19	LIV10	(LIVERMORE SANITATION INC)	2	2,385.70	.00	2,385.70	Automatic Generated Check
	021432	06/30/19	LYF01	(LITA CONSULTING SERVICES, IN((LYFT, INC)	C 66 12	2,642.26	.00	66,593.68 12,642 26	Automatic Generated Check
	021434	06/30/19	MAR02	(VALLEY PLANNING ASSOCIATES)	149	,999.50	.00	149,999.50	Automatic Generated Check
	∪∠1435 021436	06/30/19 06/30/19	PAC11 PRE03	(PACIFIC ENVIROMENTAL SERV)		240.00	.00	240.00	Automatic Generated Check
	021437	06/30/19	RSE01	(R & S ERECTION)	3	3,169.00	.00	3,169.00	Automatic Generated Check
	021438	06/30/19 06/30/19	SEO01	(SEON SYSTEM SALES INC.)	10),815.76	.00	10,815.76	Automatic Generated Check
	021440	06/30/19	TX168	(EVELYN WRIGHT)		200.00	.00	39.52 200.00	Automatic Generated Check Automatic Generated Check
	021441	06/30/19	TX173	(ADELE WRIGHT)		33.36	.00	33.36	Automatic Generated Check
	021443	06/30/19	TX201	(JANE TIPTON)		159.50	.00	30.20 159.50	Automatic Generated Check Automatic Generated Check
	021444	06/30/19	TX207	(JENNIFER MELLO)		17.00	.00	17.00	Automatic Generated Check

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REPORT .: Aug 01		19	Thursday					
RUN:	Aug	01	19	Time:	18:59			
Run By.:	Dani	el	Zepeda					

LAVTA Month End Cash Disbursements Report Prior Period Report for 06-19 BANK ACCOUNT 105

PAGE: 003 ID #: PY-CD CTL.: WHE

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Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
06-19	021445	06/30/19	TX210 (JOSEPHINE PETRINI)		192.74	.00	192.74	Automatic Generated Check
	021446	06/30/19	TX214 (KELLI PERRY)		40.00	.00	40.00	Automatic Generated Check
	021447		UBE01 (UBER)	1	L,504.69	.00	1,504.69	Automatic Generated Check
			CEL01 (CELTIS VENTURES INC)	23	3,123.25	.00	23,123.25	Automatic Generated Check
	021449	06/30/19	AEC01 (AECOM TECHNICAL SERVICES IN	IC 81	1,447.81	.00	81,447.81	Automatic Generated Check
		Tota	l for Bank Account 105>	2,740	,356.98	.00	2,740,356.98	

Grand Total of all Bank Account	nts>	2,740,356.98	.00	2,740,356.98

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda	LAVTA Month End Payable Activity Report Prior Period Report for 06-19 Invoice Invoice Due Disc. Gross Number Date Date Terms Amount						PAGE: 001 ID #: PY-AC CTL.: WHE
Period Vendor # (Name)	Invoice Number	Invoic Date	e Due Date	Disc. Terms	Gross Amount	Descr	iption
06-19 ACTO1 (AC TRANSIT DISTRICT)	LOC0853	06/11/19	07/11/19	A	1198.07	ACT01,	LOC0000853, FY19 4TH QTR RTC PROGRAM
06-19 ADV03 (ADVOCACY MARKETING LLC)	JUNE-2019	06/30/19	07/30/19	A	32500.00	ADV03,	JUN-19 RAIL MARKETING & ADVOCATING SE
06-19 AEC01 (AECOM TECHNICAL SERVICES :	200212423	05/15/19	06/14/19	A	238220.00	AEC01.	2000211806, 3/9-4/26/19 PHASE 2:FEASI 2000212423, 4/27-5/13/19 ALTAMONT RAI 2000212436, 4/27-5/13/19 ALTAMONT RAI 2000227989, 4/27-5/24/19 ALTAMONT RAI 2000235134, 5/25-6/28/19 PHASE 2: FEA
	200255154				746466.38		2000255154, 5725-0720719 FRADE 2. FEA
06-19 AIMO1 (AIM TO PLEASE JANITORIAL S	SE45-MAY-19	06/03/19	07/03/19	А	3417.85	AIM01,	45-MAY, MAY-19 JANITORIAL MONTHLY SERV
06-19 AME02 (APTA)	358590	06/27/19	07/27/19	A	18000.00	AME02,	358590, FY 2020 MEMBERSHIP REF #1033
06-19 AME06 (AMERICAN FIDELITY ASSURANC	CE FSA04-19H FSA05-19H FSA06-19H SUPP03-19H SUPP04-19H SUPP05-19H				1008.32 1008.32 638.98 638.98 638.98	AME06, AME06, AME06, AME06, AME06, AME06,	APR-19 FLEXIBLE SPENDING ACCOUNT MAY-19 FLEXIBLE SPENDING ACCOUNT JUN-19 FLEXIBLE SPENDING ACCOUNT MAR-19 SUPPLEMENTAL INSURANCE APR-19 SUPPLEMENTAL INSURANCE MAY-19 SUPPLEMENTAL INSURANCE
06-19 ATTO2 (AT&T)							
06-19 ATTO3 (AT&T)							
06-19 AVI01 (AMADOR VALLEY INDUSTRIES)	756965 758043	05/31/19 06/30/19 Vendor's	06/30/19 07/30/19	A A	384.67 384.67 769.34	AVI01, AVI01,	756965, MAY-19 GARBAGE PICK UP SERVIC 758043, JUN-19 GARBAGE PICK UP SERVIC
06-19 BAN03 (BANKCARD CENTER)	APR-2019H JUN-2019H MAY-2019H MAR-2019CH MARC-2019H	04/28/19 06/28/19 05/28/19 06/30/19 03/28/19	05/28/19 07/28/19 06/27/19 07/30/19 04/27/19	A A A A A		BAN03, BAN03, BAN03, BAN03, BAN03,	APR-19 BOW CC STATEMENT JUN-19 BOW CC STATEMENT MAY-19 BOW CC STATEMENT MAR-19 BOW CC-LUCKY'S BDAY CAKE CORRE MARCH-2019 BOW CC STATEMENT
06-19 BAYO8 (BAY CITY ELECTRIC WORKS)	W210429	06/17/19	07/17/19	A	369.50	BAY08,	W210429, PO #7133 JUN-19 GENERATOR MA
06-19 BROO3 (KARLA SUE BROWN)	MAY-2019H JUN-2019 H	06/27/19 06/30/19	07/27/19 07/30/19	A A	200.00 100.00	BR003, BR003,	MAY-19 BOD STIPEND JUN-19 BOD STIPEND
		Vendor's			300.00		
06-19 CALO4 (CALIFORNIA WATER SERVICE)	198052019H 257053119H 361060319H 461060419H 475053119H 575053119H 909052019H					CAL04, CAL04, CAL04, CAL04, CAL04, CAL04, CAL04,	0198655555, BUS WASH 4/18-5/16/19 2575555555, TC FIRE 6/1-6/30/19 3616555555, TC WATER 5/1-5/31/19 4616555555, TC IRRG. 5/1-5/31/19 4755555555, MOA FIRE 6/1-6/30/19 57555555555, CONTRACTOR FIRE 6/1-6/30/ 9098655555, MOA WATER 4/18-5/16/19
					3548.36		
06-19 CAL13 (CALIFORNIA TRANSIT)	312019JUN 312019MAY				5033.20 1255.40 	CAL13, CAL13,	31-2019-JUN, JUN-19 INSURANCE CLAIMS 31-2019-MAY, MAY-19 INSURANCE CLAIMS
06-19 CAL15 (CALTRONICS BUSINESS SYS)	2795485H					CAL15,	2795485, BIZHUB 5/16-6/15/19
							6/28/19 PETTY CASH REPLENISHMENT
06-19 CASO2 (LISETH CASTRO)	0129-0528H 0610-0624H	06/30/19 06/30/19	07/30/19 07/30/19	A A	103.82 11.60	CAS02, CAS02.	TRAVEL REIMBURSE 1/29-5/28/19 6/10-6/24/19 TRAVEL REIMBURSE
					115.42		

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda	٢	Ionth End F Prior Per	LAVTA Payable A iod Repo	A Activity ort for	Report 06-19	PAGE: 002 ID #: PY-AC CTL.: WHE		
Period Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Descri	ption	
06-19 CEL01 (CELTIS VENTURES INC)								
					33349.19	022017		
06-19 CITO6 (CITY OF LIVERMORE SEWER)	BW052119	05/21/19	06/20/19	A	65.70	CITO6,	138143-00, BUS WASH 4/16-5/21/19	
	TC061119 MOA061819	06/11/19 06/18/19	07/11/19 07/18/19	A A A	43.03 294.88	CIT06, CIT06,	138143-00, BUS WASH 4/16-5/21/19 138143-00, BUS WASH 5/21-6/18/19 133389-00, TRANSIT CENTER 5/14-6/11/1 133294-00, MOA SEWER 5/21-6/18/19	
					469.31			
06-19 CIT07 (CITY OF LIVERMORE - WATER)	361052119H 388060419H	05/21/19	06/20/19	A	36.57 118 35	CITO7,	139361-00, ATLANTIS SEWER 4/16-5/21/1	
	399052119H 430052119H	05/21/19	06/20/19	A A	28.85 171.26	CIT07, CIT07,	139399-00, ATLANTIS SEWER 4/16-5/21/1 138430-01, ATLANTIS INDOOR 4/16-5/21/	
	431060419H 432052119H	06/04/19 05/21/19	07/04/19 06/20/19	A A	38.82 14.34	CIT07, CIT07,	138431-00, ATLANTIS IRRG. 5/7-6/4/19 138432-00, ATLANTIS FIRE 4/16-5/21/19	
					408.19			
06-19 COM03 (COMPLIANCE STRATEGIES)	004-19	06/29/19	07/29/19	A	4000.00	сомоз,	INV #004-19, PO #7291 SITE WALK & SWP	
06-19 COOO3 (BOB COOMBER)	JUN-2019H MAY-2019H	06/30/19 06/01/19	07/30/19 07/01/19	A A	100.00 100.00	COOO3, COOO3,	JUN-19 BOD STIPEND MAY-19 BOD STIPEND	
		Vendor's	Total -		200.00			
06-19 COR01 (CORBIN WILLITS SYSTEMS)	B906151	06/15/19	07/15/19	A	244.24	COR01,	B906151, JUN-19 SERVICE	
06-19 DAI01 (ALLIANT INSURANCE SERVICE)	1060593	06/07/19	07/07/19	A	38006.54	DAI01,	1060593, FY20 ALL RISK LIABILITY INSU	
06-19 DAI02 (ALLIANT INSURANCE SERVICES	1107893	106/21/19	07/21/19	A	3541.82	DAI02,	1107893, FY 2020 POLLUTION LIABILITY	
06-19 DAY02 (DAY & NIGHT PEST CONTROL)	144021 144861	05/24/19 06/28/19	06/23/19 07/28/19	A A	218.00 218.00	DAY02, DAY02,	144021, 5/24/19 RUTAN SERVICE 144861, 6/28/19 RUTAN SERVICE	
					436.00	.		
06-19 DEL01 (DELL MARKETING LP)	323205040	06/23/19	07/23/19	A	19869.67	DEL01,	10323205040, PO #7334 COMPUTER ADDEND	
06-19 DEL05 (ALLIED ADMIN/DELTA DENTAL)	JUN-2019H JULY-2019H	05/25/19 06/25/19	06/24/19 07/25/19	A A			JUN-19 DENTAL INSURANCE JULY-19 DENTAL INSURANCE	
					4588.04			
06-19 DIR01 (DIRECT TV)	370089088	06/11/19	07/11/19	А	14.00	DIR01,	36370089088, JUN-19 SERVICE	
06-19 DIRO2 (DIRECT DEPOSIT OF PAYROLL (C 20190531H 20190614H	06/07/19 06/21/19	07/07/19 07/21/19	A A	40291.27 1 50533.85 1	DIRO2, DIRO2,	PR DIRECT DEPOSIT 5/18-5/31/19 PR DIRECT DEPOSIT 6/1-6/14/19	
	20190626H	06/30/19	07/30/19	A .	8757.42	DIRO2,	PR DIRECT DEPOSIT FY19 ADMIN LEAVE BU	
		Vendor's	Total ~	>	99582.54			
06-19 EFT01 (ELECTRONIC FUND TRANFERS)	20190531H 20190614H 20190626H	06/07/19 06/20/19 06/28/19	07/07/19 07/20/19 07/28/19	A A A	7418.04 1 11067.96 1 3143.09 1	EFTO1, EFTO1, EFTO1,	FEDERAL TAX 5/18-5/31/19 FEDERAL TAX 6/1-6/14/19 FEDERAL TAX FY 2019 ADMIN LEAVE BUYOU	
				•	21629.09			
06-19 EME01 (EMERALD LANDSCAPE CO INC)	333487	06/01/19	07/01/19	A	1226.00 H	EME01,	333487, JAN-19 LANDSCAPING SERVICE	
	333940 333941	05/21/19 05/21/19	06/20/19 06/20/19	A A	650.00 I 650.00 I	ÉMEO1, EMEO1,	333940, PO #7323 LANDSCAPE ENHANCE-AT 333941, PO #7324 LANDSCAPE ENHANCE-RU	
06-19 EME01 (EMERALD LANDSCAPE CO INC)	336248	06/30/19 (06/30/19 (07/30/19	A A	650.00 H 425.00 H	EME01, EME01,	336248, PO #7367 TC IRRG. REPAIRS 336260, PO #7368 RUTAN IRRG. REPAIRS	
	336267				2500.00 H 6101.00	EME01,	336267, PO #7366 ATLANTIS IRRG. REPAI	
06-19 EMP01 (EMPLOYMENT DEVEL DEPT)	20190531H 20190614H 20190626H	06/07/19 (06/20/19 (06/27/19 (07/07/19 07/20/19 07/27/19	A A A	2693.02 H 3739.01 H 905.47 H	EMPO1, EMPO1, EMPO1,	STATE TAX 5/18-5/31/19 STATE TAX 6/1-6/14/19 STATE TAX FY 2019 ADMIN LEAVE PAYOUT	
		Vendor's		-				

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda	М	LA Onth End Payabl Prior Period F	VTA e Activity eport for		PAGE: 003 ID #: PY-AC CTL.: WHE	
Period Vendor # (Name)	Invoice Number	Invoice Due Date Dat	Disc. e Terms	Gross Amount	Descri	ption
06-19 FAS01 (FASTSIGNS)	DUB-98538	04/09/19 05/09	/19 A	3646.05 B	FAS01,	DUB-98538, PO #7252 NEW DECALS-LAVTA
06-19 FED01 (FedEx)	655596960	05/17/19 06/16	/19 A	30.96 E	FED01,	6-555-96960, MAY-19 STATEMENT (PERSON
06-19 GEN05 (GENFARE)	90149053 90151378	04/18/19 05/18 06/18/19 07/18	/19 A /19 A	600.00 G 3722.00 G	GEN05, GEN05,	90149053, PO #7240 FAREBOX PROGRAMMIN 90151378, PO #7191 PAPER MAG STRIPE F
		Vendor's Tota	1>	4322.00		
06-19 GOV02 (GOVINVEST INC.)	2564	06/04/19 07/04	/19 A	6000.00 G	GOV02,	2564, PO #7321 FY20 ACTUARIAL TECHNOL
06-19 HAG01 (SCOTT HAGGERTY)	JUN-2019H MAY-2019H	06/30/19 07/30 06/01/19 07/01	/19 A /19 A	200.00 H 200.00 H	HAG01, HAG01,	JUN-19 BOD STIPEND MAY-19 BOD STIPEND
		Vendor's Tota	1>	400.00		
06-19 HANO1 (HANSON BRIDGETT MARCUS)	1238225 1238226 1238227 1238228 1240770 1240771 1240772 1242900 1242901 1242902 1242903	04/30/19 05/30 04/30/19 05/30 04/30/19 05/30 05/31/19 06/30 05/31/19 06/30 05/31/19 06/30 06/28/19 07/28 06/28/19 07/28 06/28/19 07/28	/19 A /19 A /19 A /19 A /19 A /19 A /19 A /19 A /19 A /19 A	4423.00 H 2208.00 H 1170.00 H 5995.00 H 1846.00 H 2807.00 H 12731.00 H 5850.00 H 117.00 H 5354.29 H 3735.00 H	HANO1, HANO1, HANO1, HANO1, HANO1, HANO1, HANO1, HANO1, HANO1, HANO1, HANO1,	1238225, MAR-19 CONTRACT LEGAL FEES 1238226, MAR-19 CELL SITE CONTRACT RE 1238227, MAR-19 ADMIN LEGAL FEES 1238228, MAR-19 RAIL LEGAL FEES 1240770, APR-19 CONTRACT LEGAL FEES 1240771, APR-19 RAIL LEGAL FEES 1242900, MAY-19 RAIL LEGAL FEES 1242901, MAY-19 LABOR & PERSONNEL LEG 1242902, MAY-19 ADMIN LEGAL FEES 1242903, MAY-19 RAIL LEGAL FEES
		Vendor's Tota				
06-19 HAUO1 (DAVID HAUBERT)	JUN-2019H MAY-2019H	06/30/19 07/30 06/01/19 07/01	/19 A /19 A	200.00 H 100.00 H	HAU01, HAU01,	JUN-19 BOD STIPEND MAY-19 BOD STIPEND
		Vendor's Tota	l>	300.00		
06-19 HERO5 (MELISSA HERNANDZ STRAH)	APR-2019 FEB-2019 JUN-2019 MAR-2019 MAY-2019	06/27/19 07/27 06/27/19 07/27 06/27/19 07/27 06/27/19 07/27 06/27/19 07/27 Vendor's Tota	/19 A /19 A /19 A /19 A /19 A	200.00 H 200.00 H 200.00 H 200.00 H 300.00 H	HER05, HER05, HER05, HER05, HER05,	APR-19 BOD STIPEND FEB-19 BOD STIPEND JUN-19 BOD STIPEND MAR-19 BOD STIPEND MAY-19 BOD STIPEND
06-19 HOTO1 (HOTSY PACIFIC)	64452	06/18/19 07/18	/19 A	405.00 H	HOTO1,	64452, PO #7350 DIAGNOSIS FOR RUTAN B
06-19 IND01 (THE INDEPENDENT)	41847	05/30/19 06/29	/19 A	50.00 I	ENDO1,	41847, PO #R-1018 WORKSHOP AD-RAIL AU
06-19 IPC01 (IPC (USA)INC)	227421061	06/06/19 07/06	/19 A	18137.77 I	IPC01,	227421061, 6/6/19 FUEL DELIVERY
06-19 JTHO1 (J. THAYER COMPANY)	1364395-0	06/07/19 07/07	/19 A	273.54 J	JTH01,	1364395-0, 6/7/19 PRINTING PAPER
06-19 KKIOl (ALPHA MEDIA LLC)	372224-5 372225-4	05/31/19 06/30 06/30/19 07/30 05/31/19 06/30 06/30/19 07/30	/19 A /19 A /19 A	1000.00 K 4000.00 K 4000.00 K	KI01, KI01,	372224-4, 5/13-5/19/19 TARGETED ADS 372224-5, 6/24-6/30/19 TARGETED ADS 372225-4, 5/13-5/26/19 RADIO ADS 372225-5, 6/10-6/23/19 RADIO ADS
		Vendor's Tota	1>	10000.00		
06-19 KOFO1 (KOFF & ASSOCIATES)	5442	06/30/19 07/30	/19 A	1340.00 K	(OF01,	5442, PO #7169 COMP STUDY #4
06-19 LIV04 (LIVERMORE CHAMBER)	14194	06/11/19 07/11	/19 A	490.00 L	LIVO4,	14194, FY20 MEMBER FEE-MICHAEL TREE
06-19 LIV10 (LIVERMORE SANITATION INC)		05/31/19 06/30 06/30/19 07/30	/19 A			1144380, MAY-19 GARBAGE SERVICE 1146537, JUN-19 GARBAGE SERVICE
		Vendor's Tota	1>	4771.40		
06-19 LTK01 (LTK CONSULTING SERVICES,	INC5364-004 C5364~005	06/30/19 07/30	/19 A	66593.68 L	JTK01, JTK01,	C5364.01-004, RAIL CONSULTANTS 4/27-5 C5364.01-005, RAIL CONSULTANTS 6/1-6/
		Vendor's Tota	1>	101545.01		
06-19 LYF01 (LYFT, INC)	22027	10/01/18 10/31	/18 A	1243.56 L	YF01,	22027, SEPT-18 CODE: GO DUBLIN

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda	М	onth End H Prior Per	LAVTA Payable A ciod Repo	A Activity ort for	/ Report 06-19	PAGE: 004 ID #: PY-AC CTL.: WHE
Period Vendor # (Name)	Number	Date	Due Date	Terms	Amount	Description
06-19 LYF01 (LYFT, INC)	22028 24224 27054 32483 34049 35778	10/02/18 11/30/18 12/31/18 04/30/19 05/31/19 06/30/19	11/01/18 12/30/18 01/30/19 05/30/19 06/30/19 07/30/19	8 A 8 A 9 A 9 A 9 A	1577.59 1458.08 1377.11 2890.74 3601.57 3384.35	LYF01, 22028, MAR-18 CODE: GO DUBLIN LYF01, 24224, NOV-18 CODE: GO DUBLIN LYF01, 27054, DEC-18 CODE: GO DUBLIN LYF01, 32483, APR-19 CODE: GO DUBLIN LYF01, 34049, MAY-19 CODE: GO DUBLIN LYF01, 35778, JUN-19 CODE: GO DUBLIN
06-19 MARO2 (VALLEY PLANNING ASSOCIATES	APR-2019 FEB-2019 JAN-2019 JUN-2019 MAR-2019 MAY-2019				23275.00 30625.00 25725.00 20324.50 22575.00 27475.00 149999.50	
06-19 MAZO1 (MAZE & ASSOCIATES)	32798	05/31/19	06/30/19	A	7932.00	MAZ01, 32798, FY19 AUDIT WORK MAY-2019 #1
06-19 MCCO1 (TONY McCAULAY)	MAY-2019H	06/30/19	07/30/19	A	239.88	MCC01, MAY-19 TRAVEL & EXPENSE REIMBURSE
06-19 MERO1 (MERCHANT SERVICES)	ТСО53119Н МОАО53119Н				84.40 88.19 	
06-19 METO1 (METROPOLITAN TRANSPORT~)	AR019741 AR019756 AR020277	04/01/19 04/01/19 05/16/19	05/01/19 05/01/19 06/15/19	A A A		MET01, AR019741, JAN-19 CLIPPER FEES MET01, AR019756, FEB-19 CLIPPER FEES MET01, AR020277, MAR-19 CLIPPER FEES
06-19 MTM01 (MEDICAL TRANSPORTATION MAN	A APR-2019H MTM112131H				121064.59 19421.25 140485.84	
06-19 MUT01 (MUTUAL OF OMAHA)	JUN-2019H JULY-2019H				1044.27 1044.27 2088.54	
06-19 MVT01 (MV TRANSPORTATION, INC.)	101394H	05/10/19	06/09/19	A A	378720.32	
06-19 NAV01 (CHRISTY NAVARRO)	JUN-2019H	06/30/19	07/30/19	A	45.00	NAV01, JUN-19 EXPENSE, TRELLO MKTING TOOLS S
06-19 OFF01 (OFFICE DEPOT)	302905001 880130001 889838001	05/28/19	06/27/19 06/28/19	A A	292.73 68.74	
06-19 PACO1 (AT&T)	ATT 05/19H ATT050719H ATT051119H ATT051319H	05/13/19 05/07/19 05/11/19 05/13/19	06/12/19 06/06/19 06/10/19 06/12/19	A A A A	102.44 33.03 351.43 225.39	PAC01, ACCT #925-245-0576, 5/13-6/12/19 PAC01,ACCT #232-351-6260, CONTRACTOR FIRE 5/ PAC01,ACCT #436-951-0106, ATLANTIS T1 5/11-6 PAC01,ACCT #925-243-9029, ATLANTIS ALARM 5/1
06-19 PACO2 (PACIFIC GAS AND ELECTRIC)	580060719H 606060619H 726060319H 764052019H 900051519H	06/07/19 06/06/19 06/03/19 05/20/19	07/07/19 07/06/19 07/03/19 06/19/19	A A A A A	123.79	PAC02, 5809326332-3, MOA ELECTRIC 5/2-6/2/19 PAC02, 6062256368-6, ATLANTIS 5/1-5/30/19 PAC02, 7264840356-5, RAFID BUS STOPS 4/23-5/ PAC02, 7649646868-7, DOOLAN TWR 4/15-5/13/19 PAC02, 9007202117-4, MOA GAS 4/16-5/14/19
06-19 PAC11 (PACIFIC ENVIROMENTAL SERV)	1657 1658 1675 1676			> A A A A	10485.49	PAC11, 1657, MAY-19 RUTAN MONTHLY SERVICE PAC11, 1658, MAY-19 ATLANTIS MONTHLY SERVICE PAC11, 1675, JUN-19 RUTAN MONTHLY SERVICE PAC11, 1676, JUN-19 ATLANTIS MONTHLY SERVICE
		Vendor's	Total -		480.00	

Vendor's Total ----> 480.00

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda Period Vendor # (Name)	М	onth End P Prior Per	LAVTA Payable A iod Repo	Activity ort for		PAGE: 005 ID #: PY-AC CTL.: WHE	
Period Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Descrip	otion
06-19 PENO1 (JERRY PENTIN)	JUN-2019H MAY-2019H	06/30/19 06/01/19	07/30/19 07/01/19	A A	300.00 200.00 500.00	PEN01, J PEN01, M	UN-19 BOD STIPEND AY-19 BOD STIPEND
06-19 PER01 (PERS)	20190531CH 20190531NH 20190614CH 20190614NH				3319.71 4059.16 3319.71 4036.48 	PERO1, P PERO1, P PERO1, P PERO1, P	PERS CLASSIC CONTRIBUTION 5/18-5/31/1 PERS NEW CONTRIBUTION 5/18-5/31/19 PERS CLASSIC CONTRIBUTION 6/1-6/14/19 PERS NEW CONTRIBUTION 6/1-6/14/19
06-19 PERO3 (CAL PUB EMP RETIRE SYSTM)	JUN-2019H JULY-2019H				35842.42 35842.42 71684.84	PERO3, J PERO3, J	UN-19 HEALTH INSURANCE ULY-19 HEALTH INSURANCE
06-19 PER04 (CALPERS RETIREMENT SYSTEM)	20190531H	06/07/19	07/07/19	A	2113.78	PERO4, P	ERS 457 CONTRIBUTION 5/18-5/31/19
06-19 PLA02 (PLANETERIA MEDIA LLC)	16537	06/15/19	07/15/19	А	325.00	PLA02, 1	6537, PO #7119 WEB HOSTING JUN-19
06-19 PLE05 (PLEASANTON, CITY OF)	1297	06/07/19	07/07/19	A	266.50	PLE05, 1	297, PARATRANSIT ASSESSMENT BILL #75
06-19 PRE03 (PREMIER SECURITY SOLNS CO)	1905-228 1906-146	05/23/19 06/17/19 Vendor's				PRE03, 1 PRE03, 1	905-228, PO #7328 MISC WORK-REPLACE 906-146, PO #7359 MISC WORK-REPLACE
06-19 QUE01 (QUENCH)	01812908	06/01/19	07/01/19	А	281.87	QUE01, 0	1812908, PO #6616 QUENCH 810 9/19-8/
06-19 RSEO1 (R & S ERECTION)	111785 111921 GR				2384.00 3169.00 5553.00	RSE01, 1 RSE01, 1	11785, PO #7325 REPLACE DOOR 5 VERTI 11921 GR, PO #7286 REPLACE TRUCK WHE
06-19 SCF01 (SC FUELS)	3962441 3983863				19928.72 18145.57 38074.29	SCF01, 3 SCF01, 3	962441, 5/30/19 FUEL DELIVERY 983863, 6/19/19 FUEL DELIVERY
06-19 SEOO1 (SEON SYSTEM SALES INC.)	134946	06/30/19 06/30/19	07/30/19 07/30/19	A A	9013.13	SE001. 1	34073, PO #7326 2019 PARATRANSIT DVR 34074, PO #7330 2019 ADDITIONAL DVR 34946, PO #7326 2019 PARATRANSIT DVR 34947, PO #7330 2019 ADDITIONAL DVR
06-19 SHA02 (SHAMROCK OFFICE SOLUTIONS)	407876 409589 410441 413111 413385				320.50 38.38 11.47 11.47 28.05 	SHA02, 4 SHA02, 4 SHA02, 4 SHA02, 4 SHA02, 4	07876, PO #7322 ANNUAL TC PRINTER/FA 09569, FRONT DESK PRINTER 4/30-5/29/ 10441, TONER FOR ADMIN PRINTER 5/30/ 13111, TONER FOR ADMIN PRINTER 6/20/ 13385, FRONT DESK PRINTER 5/30-6/29/
06-19 SOL01 (SOLUTIONS FOR TRANSIT)	19-0605LA	06/05/19 (07/05/19	A	2083.33	SOL01, 1	9-0605LAVTA, MAY-19 CLIPPER ANALYSIS
06-19 STA01 (STATE COMPENSATION FUND)	JUN-2019H JULY-2019H	06/11/19 (06/21/19 (07/11/19 07/21/19	A A	1759.83 1759.83	STA01, J STA01, J	UN-19 WORKER'S COMP PREMIUM ULY-19 WORKER'S COMP PREMIUM
06-10 CTA12 /CTADIEC COEDIT DI ANI	TUN 20101				3519.66		
06-19 STA13 (STAPLES CREDIT PLAN) 06-19 STA19 (STATE OF CALIFORNIA-DEPT O							
	6-25-19EXH	06/30/19 (Vendor's				STE04, 6.	UN-19 EXPENSE REIMBURSE /25/19 EXPENSE REIMBURSE BOARD ROOM
06-19 TAX07 (ASMA SYEDA)	0525-0530H 0608-0617H				48.88 98.39 147.27	TAX07, PA TAX07, PA	ARATAXI REIMBURSE 5/25-5/30/19 ARATAXI REIMBURSE 6/8-6/17/19

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda	М	onth End Prior Pe	LAVTA Payable A riod Repo	Activity ort for		PAGE: 006 ID #: PY-AC CTL.: WHE	
Period Vendor # (Name)	Number	Date	e Due Date	Terms	Amount	Descr	iption
06-19 TAX14 (KAREN ADAMS)	0407-0614H	06/27/19	07/27/19	A	142.83	TAX14,	PARATAXI REIMBURSE 4/7-6/14/19
06-19 TAX67 (CHRISTEL RAGER)	0501~0531H	06/14/19	07/14/19	A	194.65	TAX67,	PARATAXI REIMBURSE 5/1~5/31/19
06-19 TAX91 (VIVIAN MARIE MILLER)	0515-0619H	06/27/19	07/27/19	A	145.26	TAX91,	PARATAXI REIMBURSE 5/15-6/19/19
06-19 TAX99 (SAEED TIRMIZI)	5-21-19Н	06/14/19	07/14/19	A	40.00	TAX99,	PARATAXI REIMBURSE 5/21/19
06-19 TEL01 (TPx COMMUNICATIONS)	117031555	05/31/19	06/30/19	A	2038.41	TELO1,	117031555-0, 6/1-6/30/19 SERVICE
06-19 TICO1 (BECKY CHAPPELL)	6-21-19DA 6-4-19DAR				27.00 61.75 	TIC01, TIC01,	REIMBURSE FOR RETURNED DAR TICKETS-7 6/4/19 REIMBURSE FOR RETURNED DAR TIC
06-19 TX119 (OLGA PRINZ(DuUPLICATE DON1						TX119,	PARATAXI REIMBURSE 3/4-5/21/19
06-19 TX133 (SAROJA IYER)						TX133,	PARATAXI REIMBURSE 5/1-5/17/19
06-19 TX168 (EVELYN WRIGHT)	0504-0525 0601-0629	06/14/19 06/30/19	07/14/19 07/30/19	A A	160.00 200.00		PARATAXI REIMBURSE 5/4-5/25/19 PARATAXI REIMBURSE 6/1-6/29/19
		Vendor':	s Total -	>	360.00		
06-19 TX173 (ADELE WRIGHT)	0402-0425	06/30/19	07/30/19	A	33.36	TX173,	PARATAXI REIMBURSE 4/2-4/25/19
06-19 TX184 (DEBRA YOUNAN)	0412-0521	06/30/19	07/30/19	A	30.20	TX184,	PARATAXI REIMBURSE 4/12-5/21/19
06-19 TX194 (MARIAN TOSTE)	5-31-19	06/27/19	07/27/19	A	19.13	TX194,	PARATAXI REIMBURSE 5/31/19
06-19 TX199 (EDNA RHYNES)	5-15-19	06/27/19	07/27/19	A	21.25	TX199,	PARATAXI REIMBURSE 5/15/19
06-19 TX201 (JANE TIPTON)	0412-0622	06/30/19	07/30/19	A	159.50	тх201,	PARATAXI REIMBURSE 4/12-6/22/19
06-19 TX205 (MUHAMMAD ALI)	0304-0429	06/14/19	07/14/19	A	71.83	TX205,	PARATAXI REIMBURSE 3/4-4/29/19
06-19 TX206 (FARZANA ALI)	0306-0430	06/14/19	07/14/19	A	212.10	TX206,	PARATAXI REIMBURSE 3/6-4/30/19
06-19 TX207 (JENNIFER MELLO)	0429-0524	06/30/19	07/30/19	A	17.00	TX207,	PARATAXI REIMBURSE 4/29-5/24/19
06-19 TX209 (PATRICIA EMERY)	6-14-19	06/27/19	07/27/19	A	20.00	TX209,	PARATAXI REIMBURSE 6/14/19
06-19 TX210 (JOSEPHINE PETRINI)	0308-0513	06/30/19	07/30/19	A	192.74	TX210,	PARATAXI REIMBURSE 3/8-5/13/19
06-19 TX214 (KELLI PERRY)	6-19-19	06/30/19	07/30/19	A	40.00	TX214,	PARATAXI REIMBURSE 6/19/19
06-19 UBE01 (UBER)	46764 47567	05/09/19 06/30/19	06/08/19 07/30/19	A A	2060.12 1504.69	UBE01, UBE01,	46764, APR-19 BILLING-GO DUBLIN 47567, MAY & JUNE 2019 BILLING-GO DUB
		Vendor's	s Total -		3564.81		
06-19 VER01 (VERIZON WIRELESS)	828/22563H	04/22/19	05/22/19	A	1411.13	VER01.	9822799563, 12/23-1/22/19 CELL & WIFI 9824749829, 1/23-2/22/19 CELL & WIFI 9826741055, 2/23-3/22/19 CELL & WIFI 9828722563, 3/23-4/22/19 CELL & WIFI 9830700283, 4/23-5/22/19 CELL & WIFI
		Vendor's	s Total -	>	7038.14		
06-19 VSP01 (VSP)	JUN-2019H	05/19/19	06/18/19	A	542.20	VSP01,	JUN-19 VISION INSURANCE
06-19 WOE01 (ROBERT L. WOERNER)	JUN-2019H MAY-2019H	06/30/19 06/01/19	07/30/19 07/01/19	A	200.00 200.00	WOE01, WOE01,	JUN-19 BOD STIPEND MAY-19 BOD STIPEND
		Vendor's	Total -				

REPORT.: Aug 01 19 Thursday RUN: Aug 01 19 Time: 18:59 Run By.: Daniel Zepeda	LAVTA Month End Payable Activity Report Prior Period Report for 06-19					PAGE: 007 ID #: PY-AC CTL.: WHE	
Period Vendor # (Name)	Invoice Number	Invoice Date	e Due Date	Disc. Terms	Gross Amount	Description	
06-19 YEA01 (JENNIFER YEAMANS)	0403-0606H	06/30/19	07/30/19	A	71.08	YEA01, 4/3-6/6/19 TRAVEI	REIMBURSE

Total of Purchases -> 2740356.98

Livermore Amador Valley Transit Authority

STAFF REPORT

SUBJECT: Treasurer's Report for July 2019

FROM: Tamara Edwards, Director of Finance

DATE: September 9, 2019

Action Requested

Review and approve the LAVTA Treasurer's Report for July 2019.

Discussion

Cash accounts:

Our petty cash account (101) has a balance of \$200, and our ticket sales change account (102) continues with a balance of \$240 (these two accounts should not change).

General checking account activity (105):

Beginning balance July1, 2019	\$2,336,835.55
Payments made	\$3,033,139.75
Deposits made	\$946,200.49
Transfer from General Checking	\$200,000.00
Ending balance July 31, 2019	\$449,896.29

Farebox account activity (106):

Beginning balance July1, 2019	\$123,871.15
Deposits made	\$197,380.90
Transfer to General Checking	\$200,000.00
Ending balance July 31, 2019	\$1212,52.05

LAIF investment account activity (135):

Beginning balance July1, 2019	\$5,782,080.84
Q4FY19 Interest	\$37,036.01
Ending balance July 31, 2019	\$5,819,116.85

Operating Expenditures Summary:

As this is the first month of the fiscal year, in order to stay on target for the budget this year expenses (at least the ones that occur on a monthly basis) should not be higher than 8.3%. The agency is at 9.81% overall, at this time, however in July we pre-pay benefits and liability so our expenses are consistent with expectations.

Operating Revenues Summary:

While expenses are at 9.81%, revenues are at 1.1%, which is expected and the agency has sufficient cash that is scheduled to be returned to the LTF in September.

Recommendation

The Finance and Administration Committee recommends approving the July 2019 Treasurer's Report.

Attachments:

1. July 2019 Treasurer's Report

Approved:

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY BALANCE SHEET FOR THE PERIOD ENDING: July 31, 2019

ASSETS:

 101 PETTY CASH 102 TICKET SALES CHANGE 105 CASH - GENERAL CHECKING 106 CASH - FIXED ROUTE ACCOUNT 107 Clipper Cash 108 Rail 120 ACCOUNTS RECEIVABLE 135 INVESTMENTS - LAIF 150 PREPAID EXPENSES 160 OPEB ASSET 165 DEFFERED OUTFLOW-Pension Related 170 INVESTMENTS HELD AT CALTIP 	200 240 449,896 121,252 1,134,604 973,326 258,128 5,819,117 (17,400) 536,342 636,065 0
170 INVESTMENTS HELD AT CALTIP	0
111 NET PROPERTY COSTS	69,223,989

TOTAL ASSETS

79,135,759

LIABILITIES:

205 ACCOUNTS PAYABLE	(554,597)
211 PRE-PAID REVENUE	2,948,085
21101 Clipper to be distributed	554,025
22000 FEDERAL INCOME TAXES PAYABLE	34
22010 STATE INCOME TAX	(10)
22020 FICA MEDICARE	(57)
22050 PERS HEALTH PAYABLE	0
22040 PERS RETIREMENT PAYABLE	(491)
22030 SDI TAXES PAYABLE	0
22070 AMERICAN FIDELITY INSURANCE PAYABLE	2,275
22090 WORKERS' COMPENSATION PAYABLE	3,975
22100 PERS-457	0
22110 Direct Deposit Clearing	0
23101 Net Pension Liability	1,075,263
23104 Deferred Inflow- Pension Related	60,124
23103 INSURANCE CLAIMS PAYABLE	102,544
23102 UNEMPLOYMENT RESERVE	8,300

TOTAL LIABILITIES

4,199,470

FUND BALANCE:

301 FUND RESERVE	(4,812,531)
304 GRANTS, DONATIONS, PAID-IN CAPITAL	81,875,448
30401 SALE OF BUSES & EQUIPMENT	565
FUND BALANCE	(2,127,193)

TOTAL FUND BALANCE

TOTAL LIABILITIES & FUND BALANCE

79,135,760

74,936,289

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY REVENUE REPORT FOR THE PERIOD ENDING: July 31, 2019

ACCOUNT DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100 Fixed Route Passenger Fares	1,333,594		206,388	1,127,206	15.5%
4020000 Business Park Revenues	239,911		0	239,911	0.0%
4020500 Special Contract Fares	604,799		0	604,799	0.0%
4020500 Special Contract Fares - Paratransit	36,000		0	36,000	0.0%
4010200 Paratransit Passenger Fares	183,750		19,351	164,399	10.5%
4060100 Concessions	56,875		0	56,875	0.0%
4060300 Advertising Revenue	95,000		0	95,000	0.0%
4070400 Miscellaneous Revenue-Interest	12,000		0	12,000	0.0%
4070300 Non tranpsortation revenue	50,400		3,079	47,321	6.1%
4090100 Local Transportation revenue	674,500		0	674,500	0.0%
4099100 TDA Article 4.0 - Fixed Route	10,396,515		0	10,396,515	0.0%
4099500 TDA Article 4.0-BART	107,178		0	107,178	0.0%
4099200 TDA Article 4.5 - Paratransit	160,937		0	160,937	0.0%
4099600 Bridge Toll- RM2, RM1	580,836		0	580,836	0.0%
4110100 STA Funds-Partransit	128,602		0	128,602	0.0%
4110500 STA Funds- Fixed Route BART	618,101		0	618,101	0.0%
4110100 STA Funds-pop	1,723,755		0	1,723,755	0.0%
4110100 STA Funds- rev	346,898		0	346,898	0.0%
4110100 STA Funds- Lifeline	234,250		0	234,250	0.0%
4110100 STA Funds- SJ county			0	-	#DIV/0!
4110100 Caltrans	250,000		0	250,000	0.0%
4130000 FTA Section 5307 Preventative Maint.			0	-	100.0%
4130000 FTA Section 5307 ADA Paratransit	406,835		0	406,835	0.0%
4130000 FTA TPI	-		0	-	100.0%
4130000 FTA JARC and NF	-		0	-	#DIV/0!
4130000 FTA 5310			0	-	#DIV/0!
4640500 Measure B Gap	23,470		0	23,470	100.0%
4640500 Measure B Express Bus	-		0	-	100.0%
4640100 Measure B Paratransit Funds-Fixed Route	1,027,962		0	1,027,962	0.0%
4640100 Measure B Paratransit Funds-Paratransit	190,978		0	190,978	0.0%
4640200 Measure BB Paratransit Funds-Fixed Route	760,320		0	760,320	0.0%
4640200 Measure BB Paratransit Funds-Paratransit	352,826		0	329,937	0.0%
TOTAL REVENUE	20,596,292	0	228,817	20,344,586	1.1%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY OPERATING EXPENDITURES FOR THE PERIOD ENDING:

July 31, 2019

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		July 31, 2019				
		BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02	Salaries and Wages	\$1,567,581	\$110,160	\$110,160	\$1,457,421	7.03%
502 00	Personnel Benefits	\$849,329	\$52,105	\$52,105	\$797,224	6.13%
503 00	Professional Services	\$1,028,051	\$6,000	\$6,000	\$1,022,051	0.58%
503 05	Non-Vehicle Maintenance	\$912,830	\$178,903	\$178,903	\$733,927	19.60%
503 99	Communications	\$5,500	(\$1)	(\$1)	\$5,501	-0.02%
504 01	Fuel and Lubricants	\$1,386,600	\$73,821	\$73,821	\$1,312,779	5.32%
504 03	Non contracted vehicle maintenance	\$6,000	\$0	\$0	\$6,000	0.00%
504 99	Office/Operating Supplies	\$59,083	\$365	\$365	\$58,718	0.62%
504 99	Printing	\$60,000	\$2,314	\$2,314	\$57,686	3.86%
505 00	Utilities	\$324,879	\$3,690	\$3,690	\$321,189	1.14%
506 00	Insurance	\$712,210	\$546,346	\$546,346	\$165,864	76.71%
507 99	Taxes and Fees	\$302,000	\$6,878	\$6,878	\$295,122	2.28%
508 01	Purchased Transportation Fixed Route	\$10,551,158	\$854,646	\$854,646	\$9,696,686	8.10%
2-508 02	Purchased Transportation Paratransit	\$1,935,200	\$128,996	\$128,996	\$1,806,204	6.67%
508 03	Purchased Transportation WOD	\$210,000	\$0	\$0	\$210,000	0.00%
509 00	Miscellaneous	\$156,967	\$18,490	\$18,490	\$138,477	11.78%
509 02	Professional Development	\$39,401	\$0	\$0	\$39,401	0.00%
509 08	Advertising	\$120,000	\$1,144	\$1,144	\$118,856	0.95%
	TOTAL	\$20,226,789	\$1,983,855	\$1,983,855	\$18,243,107	9.81%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2) FOR THE PERIOD ENDING: July 31, 2019

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE	DETAILS					
4000504	TDA (office and facility equip)	100,000	0	0	100.000	0.00%
	TDA (office and facility equip)	,	-			
	TDA Shop repairs and replacement	100,000	0 0	0	100,000	
	Bus stop improvements	186,000	•	0	186,000	
	Radio Upgrade	232,000	0		232,000	
	TDA Transit Center Improvements	110,000	0	0	110,000	
	TDA (Transit Capital)	100,000	0	0	100,000	
	TDA (Major component rehab)	350,000	0	0	350,000	
4091294	TDA Doolan Tower Upgrade	30,000	0	0	30,000	
	TDA TSP	66,000	0	0	66,000	
	CTC CIP Shelters	1,414,000	0	0	1,414,000	
409xx01	TVTC TSP	1,140,000	0	0	1,140,000	
409xx01	BAAQMD ECV station	7,500	0	0	7,500	
	SGR Office and Facility	52,305	0	0	52,305	
4110500	Prop 1B office and facility	200,000	0	0	200,000	0.00%
411	Prop 1B ECV stations	7,500	0	0	7,500	0.00%
	FTA TSP	200,000	0	0	200,000	0.00%
41320	FTA Hybrid battery packs	800,000	0	0	800,000	0.00%
	FTA Transit Center	440,000	0			0.00%
	TOTAL REVENUE	5,535,305	-	-	5,095,305	0.00%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2) FOR THE PERIOD ENDING: July 31, 2019

		July 31, 2013				PERCENT
			CURRENT	YEAR TO	BALANCE	BUDGET
ACCOUNT	DESCRIPTON	BUDGET	MONTH	DATE	AVAILABLE	EXPENDED
EXPENDI	FURE DETAILS					
	CAPITAL PROGRAM - COST CENTER 07					
5550107	Shop Repairs and replacement	100,000	0	0	100,000	0.00%
5550307	ECV stations	15,000	0	0	15,000	0.00%
5550507	Office and Facility Equipment	352,305	0	0	352,305	0.00%
	TSP upgrade	1,406,000	0	0	1,406,000	0.00%
5550907	Radio upgrade	232,000	0	0	232,000	0.00%
5551007	Transit Center Upgrades and Improvements	550,000	0	0	550,000	0.00%
5551207	Doolan Tower upgrade	30,000	0	0	30,000	0.00%
5551707	Bus Shelters and Stops	1,600,000	1,801	1,801	1,598,199	0.11%
5552007	Major component rehab	1,150,000	0	0	1,150,000	0.00%
555??07	Transit Capital	100,000	0	0	100,000	0.00%
	TOTAL CAPITAL EXPENDITURES	5,535,305	1,801	1,801	5,533,504	0.03%
	FUND BALANCE (CAPITAL)	0.00	(1,801)	(1,801)		
	FUND BALANCE (CAPTIAL & OPERATING)	6,000.00	(2,320,280)	(2,091,463)		
	. ,			• • • •		

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY GENERAL MANAGER 1362 RUTAN COURT, SUITE 100 LIVERMORE, CA 94550 www.treasurer.ca.gov/pmialaif/laif.asp August 01, 2019

PMIA Average Monthly Yields

Account Number:

80-01-002

/ Tran Type Definitions

July 2019 Statement

Effective Date	Transaction Date		Confirm Number	А	uthorized Caller	Amount	
7/15/2019	7/12/2019	QRD	1611995	SYSTE	М	37,036.01	
Account S	<u>ummary</u>						
Total Depo	sit:		37,	036.01	Beginning Balance:		5,795,854.83
Total Witho	drawal:			0.00	Ending Balance:		5,832,890.84

REPORT.: Aug 16 19 Friday RUN....: Aug 16 19 Time: 15:46 Run By.: Daniel Zepeda

LAVTA Month End Cash Disbursements Report Prior Period Report for 07-19 BANK ACCOUNT 105

PAGE: 001 ID #: PY-CD CTL.: WHE

-		- -		-		-			
Period	Number	Date	Vendo	<pre>(SUE TSANG) (KAREN ADAMS) (ASMA SYEDA) (VSP) (ELECTRONIC FUND TRANFERS) (EMPLOYMENT DEVEL DEPT) (CALPERS RETIREMENT SYSTEM) (PERS) (PERS) (MV TRANSPORTATION, INC.) (MV TRANSPORTATION, INC.) (MV TRANSPORTATION, INC.) (MV TRANSPORTATION, INC.) (MV TRANSPORTATION, INC.) (MV TRANSPORTATION, INC.) (MEDICAL TRANSPORTATION MANAG (AT&T) (AT&T) (AT&T) (AT&T) (AT&T) (AT&T) (CALPERS RETIREMENT SYSTEM) (PERS) (DIRECT DEPOSIT OF PAYROLL CH (EMPLOYMENT DEVEL DEPT) (ELECTRONIC FUND TRANFERS) (STATE BOARD OF EQUAL) (STATE BOARD OF EQUAL) (STATE BOARD OF 1 (MV TRANSPORTATION, INC.) (CHRISTEL RAGER) (KADRI KULM) (VANESSA MORENO) (MEDICAL TRANSPORTATION MANAG (VIVIAN MARIE MILLER) (ASMA SYEDA) (SUE TSANG) (JYOTSNA MEHTA) DIRECT DEPOSIT OF PAYROLL CH (MICHAEL TREE) (CITY OF LIVERMORE - WATER) (CITY OF LIVERM</pre>	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
07-10	 U0536	07/10/19		(CITE TEANIC)		192 60		102 60	
07-19	H9537	07/10/19	TAX14	(KAREN ADAMS)		118.58	.00	118.58	TAX14. PARATAXI REIMBURSE
	H9538	07/10/19	TAX07	(ASMA SYEDA)		65.50	.00	65.50	TAX07, PARATAXI REIMBURSE
	H9539	07/31/19	VSP01	(VSP)		542.20	.00	542.20	VSP01, JULY-19 VISION INS
	H9540	07/05/19	EFT01	(ELECTRONIC FUND TRANFERS)		7,320.16	.00	7,320.16	EFT01, FEDERAL TAX 6/15-6
	H9541 H9542	07/05/19	EMPUL	(CALDERS DETTREMENT SYSTEM)		2,702.08	.00	2,702.08	EMP01, STATE TAX 6/15-6/2
	H9543	07/05/19	PER04	(CALPERS RETIREMENT SISTEM)		2,102.30	.00	2,102.30	PERO4, PERS 457 CONTRIBUT
	H9544	07/05/19	PER01	(PERS)		4,036.48	.00	4,036.48	PERO1, PERS NEW CONTRIBUT
	H9545	07/05/19	PER01	(PERS)		3,319.71	.00	3,319.71	PER01, PERS CLASSIC CONTR
	H9546	07/10/19	MVT01	(MV TRANSPORTATION, INC.)	11	8,781.72	.00	118,781.72	MVT01, MAY-19 FIXED ROUTE
	H954/	07/10/19	MVT01 MTM01	(MV TRANSPORTATION, INC.)	39	91,918.43	.00	391,918.43	MVT01, 101936, MV JULY-19
	H9549	07/31/19	PAC01	(AT&T)	G 12	102.44	.00	102.44	PACO1. ACCT #925-245-0576
	H9550	07/10/19	PAC01	(AT&T)		33.03	.00	33.03	PAC01, ACCT #232-351-6260,
	H9551	07/10/19	PAC01	(AT&T)		351.43	.00	351.43	PAC01,ACCT #436951-0106,
	H9552	07/10/19	PAC01	(AT&T)		225.39	.00	225.39	PAC01,ACCT #925-243-9029,
	H9553 H9554	07/17/19	PERU4	(CALPERS RETIREMENT SYSTEM)		2,126.83	.00	2,126.83	PERU4, PERS 457 CONTRIBUT
	89555	07/17/19	PER01	(PERS)		4.433.20	.00	4,433,20	PEROL, PERS CHASSIC CONTR PEROL, PERS NEW CONTRIBUT
	H9556	07/19/19	DIR02	(DIRECT DEPOSIT OF PAYROLL CH	H 5	1,593.30	.00	51,593.30	DIRO2, PR DIRECT DEPOSIT
	H9557	07/17/19	EMP01	(EMPLOYMENT DEVEL DEPT)		4,062.64	.00	4,062.64	EMP01, STATE TAX 6/29-7/1
	H9558	07/17/19	EFT01	(ELECTRONIC FUND TRANFERS)	1	1,859.56	.00	11,859.56	EFT01, FEDERAL TAX 6/29-7
	H9559	07/24/19	STA05	(STATE BOARD OF EQUAL)		1,039.17	.00	1,039.17	STA05, 2ND QTR EXEMPT OPE
	H9561	07/22/19	MVT01	(STATE BOARD OF) (MV TRANSPORTATION, INC.)	39	1,813.54	.00	1,815.54	MUTCI 101937 JULY-19 2N
	H9562	07/10/19	TAX67	(CHRISTEL RAGER)	55	187.00	.00	187.00	TAX67, PARATAXI REIMBURSE
	H9563	07/31/19	KUL01	(KADRI KULM)		61.44	.00	61.44	KULO1, MAY & JUNE-19 TRAV
	H9564	07/22/19	MOR02	(VANESSA MORENO)		80.21	.00	80.21	MOR02, 1/28-6/03/19 TRAVE
	H9565	07/10/19	MTM01	(MEDICAL TRANSPORTATION MANAG	G	1,743.00	.00	1,743.00	MTM01, MTM-112132, 6/18-7
	H9567	07/31/19	TAX91 TAX07	(VIVIAN MARIE MILLER) (ASMA SYEDA)		192.95	.00	192.95	TAX91, PARATAXI REIMBURSE
	H9568	07/24/19	TAX32	(SUE TSANG)		200.00	.00	200.00	TAX32, PARATAXI REIMBURSE
	H9569	07/24/19	TX161	(JYOTSNA MEHTA)		144.08	.00	144.08	TX161, PARATAXI REIMBURSE
	H9570	07/05/19	DIR02	(DIRECT DEPOSIT OF PAYROLL CH	H 4	0,497.64	.00	40,497.64	DIR02, PR DIRECT DEPOSIT
	H9571	07/30/19	TRE01	(MICHAEL TREE)		1,074.16	.00	1,074.16	TREO1, MAY & JUNE-19 RAIL
	H9572	07/31/19	CITO7	(CITI OF LIVERMORE - WATER)		38.82 118 35	.00	38.82 119 35	CITU7, 138431-00, ATLANTI CITO7, 139388-00 RUS MAS
	H9574	07/31/19	CIT07	(CITY OF LIVERMORE - WATER)		14.34	.00	14.34	CIT07, 139308-00, B03 WAS
	Н9575	07/31/19	CIT07	(CITY OF LIVERMORE - WATER)		164.94	.00	164.94	CIT07, 138430-01, ATLANTI
	H9576	07/31/19	CIT07	(CITY OF LIVERMORE - WATER)		21.13	.00	21.13	CIT07, 139399-00, ATLANTI
	H9577	07/31/19	CIT07	(CITY OF LIVERMORE - WATER)		32.71	.00	32.71	CIT07, 139361-00, ATLANTI
	H9578 H9579	07/31/19	CITU7 CITU7	(CITY OF LIVERMORE - WATER)		14 34	.00	168.10	CITU7, 138430-01, ATLANTI CIT07, 138432-00, ATLANTI
	H9580	07/31/19	CIT07	(CITY OF LIVERMORE ~ WATER)		32.71	-00	32.71	CITO7, 139361-00, ATLANTI
	H9581	07/31/19	CIT07	(CITY OF LIVERMORE - WATER)		24.99	.00	24.99	CIT07, 139399-00, ATLANTI
	H9582	07/31/19	PAC02	(PACIFIC GAS AND ELECTRIC)		7,722.66	.00	7,722.66	PAC02, 5809326332-3, MOA
	H9583	07/31/19	PAC02	(PACIFIC GAS AND ELECTRIC)		1,416.30	.00	1,416.30	PAC02, 6062256368-6, ATLA
	H9585	07/31/19	PAC02	(PACIFIC GAS AND ELECTRIC)		1 181 74	.00	141.24	PACU2, 7649646868-7, DUUL PACU2, 7264840356-5 BUG
	H9586	07/31/19	PAC02	(PACIFIC GAS AND ELECTRIC)		519.10	.00	519.10	PAC02, 7204040350-5, B05
	H9587	07/01/19	MER01	(MERCHANT SERVICES)		252.30	.00	252.30	MER01, JUN-19 MOA CC FEES
	H9588	07/01/19	MER01	(MERCHANT SERVICES)		102.41	.00	102.41	MER01, JUN-19 TRANSIT CEN
	H9589	07/31/19	CAL04	(CALIFORNIA WATER SERVICE)		342.05	.00	342.05	CAL04, 4616555555, TC IRR
	H9591	07/31/19	CALO4	(CALIFORNIA WATER SERVICE)		1 096 06	.00	1 096 06	CALU4, 3616555555, TC WAT
	Н9592	07/31/19	CAL04	(CALIFORNIA WATER SERVICE)		822.26	.00	822.26	CAL04, 0198655555, BUS WA
	H9593	07/31/19	CAL04	(CALIFORNIA WATER SERVICE)		51.63	.00	51.63	CAL04, 2575555555, TC FIR
	H9594	07/31/19	CAL04	(CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 4755555555, MOA FI
	H9595	07/31/19	CAL04 AcMO1	(CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 575555555, CONTRA
	021451	07/31/19	AEC01	(AECOM TECHNICAL SERVICES INC	1.11	5,955,00	.00	1,144.13	Automatic Generated Check
	021452	07/31/19	ATT02	(AT&T)		387.46	.00	387.46	Automatic Generated Check
	021453	07/31/19	ATT03	(AT&T)		935.12	.00	935.12	Automatic Generated Check
	021454	07/31/19	CAL12	(CALTIP INSURANCE)	61	2,320.00	.00	612,320.00	Automatic Generated Check
	021455	07/31/19	COROI	(CITY OF LIVERMORE SEWER)		348.86	.00	348.86	Automatic Generated Check
	021457	07/31/19	DIR01	(DIRECT TV)		14.00	.00	14.00	Automatic Generated Check
	021458	07/31/19	EME01	(EMERALD LANDSCAPE CO INC)		1,226.00	.00	1,226.00	Automatic Generated Check
	021459	07/31/19	FED01	(FedEx)		29.97	.00	29.97	Automatic Generated Check
	021460	07/31/19	HOTU1	(HUTSY PACIFIC)	~	2,226.70	.00	2,226.70	Automatic Generated Check
	021462	07/31/19	JTH01	(J. THAYER COMPANY)	3	364 72	.00	39,110.38	Automatic Generated Check
	021463	07/31/19	MET01	(METROPOLITAN TRANSPORT-)	1	9,178.96	.00	19,178.96	Automatic Generated Check
	021464	07/31/19	PLA02	(PLANETERIA MEDIA LLC)	-	325.00	.00	325.00	Automatic Generated Check
	021465	07/31/19	PRO02	(PROFESSIONAL ELECTRIC)		2,378.00	.00	2,378.00	Automatic Generated Check
	021460	07/31/19 07/31/10	PROU6	(PROFORMA J.C.L. PRINT ASSOCI		2,313.83	.00	2,313.83	Automatic Generated Check
	021468	07/31/19	TELO1	(TPx COMMUNICATIONS)	3	9,290.11 2.042 29	.00	39,290.17	Automatic Generated Check
	021469	07/31/19	TOLOG	(TOLAR MFR CO INC)		1,800.90	.00	1,800.90	Automatic Generated Check
		m - + · ·							
		Tota.	L TOL R	<pre>(CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE) (CALIFORNIA WATER SERVICE) (LEO LAM INC) (AECOM TECHNICAL SERVICES INC (AT&T) (CALTIP INSURANCE) (CITY OF LIVERMORE SEWER) (CORBIN WILLITS SYSTEMS) (DIRECT TV) (EMERALD LANDSCAPE CO INC) (FedEx) (HOTSY PACIFIC) (JPC (USA) INC) (J. THAYER COMPANY) (METROPOLITAN TRANSPORT-) (PLANETERIA MEDIA LLC) (PROFORMA J.C.L. PRINT ASSOCI (SC FUELS) (TOLAR MFR CO INC) WARACCOUNT 105></pre>	3,02	1,529.92	.00	3,027,529.92	

Grand Total of all	Bank Accounts>	3,027,529.92	.00	3,027,529.92
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REPORT.: Aug 16 19 Friday RUN: Aug 16 19 Time: 15:47 Run By.: Daniel Zepeda	М	onth End Prior Pe	LAVTA Payable A riod Repo	Activity ort for	7 Report 07-19		PAGE: 001 ID #: PY-AC CTL.: WHE
Period Vendor # (Name)	Invoice Number	Invoic Date	e Due Date	Disc. Terms	Gross Amount	Descr	iption
07-19 A&MO1 (LEO LAM INC)	156151	07/08/19	08/07/19	A	623.28	A&M01,	156151, PO #7335 AGENCY OF THE YEAR D
	156210	Vendor':	5 Total -	>	1144.13	A&MUI,	156210, PO #7335 AGENCY OF THE IEAR D
07-19 AEC01 (AECOM TECHNICAL SERVICES 1	N200239930	07/19/19	08/18/19	A	1115955.00	AEC01,	2000239930, 5/14-7/19/19 ALTAMONT RAI
07-19 ATT02 (AT&T)	13333358	07/13/19	08/12/19	A	387.46	ATT02,	13333358, PAYER #9391035694, 6/13-7/1
07-19 ATTO3 (AT&T)	148459402	07/19/19	08/18/19	A	935.12	ATT03,	8148459402, JULY-19 INTERNET PRI
07-19 CALO4 (CALIFORNIA WATER SERVICE)	198061919H 257062819H 361070119H 461070119H 475062819H 575062819H 909061919H	06/19/19 06/28/19 07/01/19 07/01/19 06/28/19 06/28/19 06/19/19	07/19/19 07/28/19 07/31/19 07/31/19 07/28/19 07/28/19 07/19/19	А А А А А А	822.26 51.63 36.70 342.05 68.84 68.84 1096.06	CAL04, CAL04, CAL04, CAL04, CAL04, CAL04, CAL04,	0198655555, BUS WASH 5/17-6/18/19 2575555555, TC FIRE 7/1-7/31/19 3616555555, TC WATER, 6/1-6/28/19 4616555555, TC IRRG, 6/1-6/28/19 4755555555, MOA FIRE 7/1-7/31/19 5755555555, CONTRACTOR FIRE 7/1-7/31/ 9098655555, MOA WATER, 5/17-6/18/19
		Vendor's	s Total -	>	2486.38		
07-19 CAL12 (CALTIP INSURANCE)	CAL 19-20	07/01/19	07/31/19	A	612320.00	CAL12,	CAL 2020-0018, FY 2020 LIABILITY INSU
07-19 CITO6 (CITY OF LIVERMORE SEWER)	BW071619 TC070919 MOA071619						138143-00, BUS WASH 6/18-7/16/19 133389-00, TRANSIT CENTER 6/11-7/9/19 133294-00, MOA SEWER 6/18-7/16/19
					348.86		
07-19 CIT07 (CITY OF LIVERMORE - WATER)	361061819H 361071619H 388070219H 399061819H 399071619H 430071619H 430071619H 431070219H 432061819H	06/18/19 07/16/19 07/02/19 06/18/19 07/16/19 07/16/19 07/16/19 07/16/19 07/16/19	07/18/19 08/15/19 08/01/19 07/18/19 08/15/19 07/18/19 08/15/19 08/01/19 07/18/19 08/15/19	А А А А А А А А	32.71 32.71 118.35 21.13 24.99 164.94 168.10 38.82 14.34 14.34	CIT07, CIT07, CIT07, CIT07, CIT07, CIT07, CIT07, CIT07, CIT07, CIT07,	139361-00, ATLANTIS SEWER 5/21-6/18/1 139361-00, ATLANTIS SEWER 6/18-7/16/1 139388-00, BUS WASH 6/4-7/2/19 139399-00, ATLANTIS SEWER, 5/21-6/18/ 139399-00, ATLANTIS SEWER 6/18-7/16/1 138430-01, ATLANTIS INDOOR 5/21-6/18/ 138431-00, ATLANTIS INDOOR 6/18-7/16/ 138432-00, ATLANTIS FIRE, 5/21-6/18/1 138432-00, ATLANTIS FIRE, 5/21-6/18/1
					630.43		
07-19 COR01 (CORBIN WILLITS SYSTEMS)	B907151	07/15/19	08/14/19	A	244.24	COR01,	B907151, JULY-19 SERVICE
07-19 DIRO1 (DIRECT TV)	478596788	07/11/19	08/10/19	A	14.00	DIRO1,	36478596788, JULY-19 SERVICE
07-19 DIRO2 (DIRECT DEPOSIT OF PAYROLL	C 20190628H 20190712H						PR DIRECT DEPOSIT 6/15-6/28/19 PR DIRECT DEPOSIT 6/29-7/12/19
		Vendor's	s Total 🗝	>	92090.94		
07-19 EFT01 (ELECTRONIC FUND TRANFERS)	20190628H 20190712H	07/17/19		A	11859.56	EFT01, EFT01,	FEDERAL TAX 6/15-6/28/19 FEDERAL TAX 6/29-7/12/19
07-19 EME01 (EMERALD LANDSCAPE CO INC)	335203					ENCE O1	
07-19 EMPO1 (EMPLOYMENT DEVEL DEPT)	20190628H 20190712H	07/17/19	08/16/19	A	4062.64		STATE TAX 6/15-6/28/19 STATE TAX 6/29-7/12/19
					6764.72		
07-19 FED01 (FedEx)	661766078	07/19/19	08/18/19	А	29.97	FED01,	6-617-66078, JUN-19 STATEMENT(PERSONA
07-19 HOTO1 (HOTSY PACIFIC)	64596	07/02/19	08/01/19	A	2226.70	ното1,	64596, PO #7345 REPAIR RUTAN BUS WASH
	229852858 230333032	07/18/19		A .	19432.78	IPC01, IPC01,	229852858, 7/11/19 FUEL DELIVERY 230333032, 7/18/19 FUEL DELIVERY
07-19 JTH01 (J. THAYER COMPANY)	1376219-0	07/22/19	08/21/19	А	364.72	JTH01,	1376219-0, 7/22/19 PRINTING PAPER

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REPORT.: Aug 16 19 Friday RUN: Aug 16 19 Time: 15:47 Run By.: Daniel Zepeda	М	onth End P Prior Per	LAVTA Payable A iod Repo	ctivity rt for	Report 07-19	PAGE: 002 ID #: PY-AC CTL.: WHE
Period Vendor # (Name)	Number	Date	: Due Data	Disc.	Jmount	Description
07~19 KULO1 (KADRI KULM)						KUL01, MAY & JUNE-19 TRAVEL REIMBURSE
07-19 MER01 (MERCHANT SERVICES)	ТС063019Н МОА063019Н	07/01/19 07/01/19	07/31/19 07/31/19	A A	102.41 252.30	MER01, JUN-19 TRANSIT CENTER CC FEES MER01, JUN-19 MOA CC FEES
		Vendor's				
07-19 MET01 (METROPOLITAN TRANSPORT-)	AR020548	06/30/19	07/30/19	A	19178.96	METO1, ARO20548, MAY-19 CLIPPER FEES
07-19 MORO2 (VANESSA MORENO)	0128-0603H	06/29/19	07/29/19	A	80.21	MOR02, 1/28-6/03/19 TRAVEL REIMBUSEMENT
07-19 MTM01 (MEDICAL TRANSPORTATION MAN	IA MAY-2019H MTM112132H	06/04/19 07/08/19	07/04/19 08/07/19	А	120200.34 1743.00	MTM01, MTM-112132, 6/18-7/8/19
		Vendor's	Total -		121943.34	
07-19 MVT01 (MV TRANSPORTATION, INC.)	101936H 101937H MAY-2019H	07/02/19 07/02/19 07/11/19	08/10/19	A	391918.43 391918.43 118781.72	MVT01, 101936, MV JULY-19 1ST INSTALL PAYMEN MVT01, 101937, JULY-19 2ND INSTALL PAYMENT MVT01, MAY-19 FIXED ROUTE MONTHLY SERVICE
			Total -	>	902618.58	
07-19 PACO1 (AT&T)	ATT 06/19H ATT060719H ATT061119H ATT061319H	06/13/19 06/07/19 06/11/19 06/21/19	07/13/19 07/07/19 07/11/19 07/21/19	A A A A	102.44 33.03 351.43 225.39	PAC01, ACCT #925-245-0576, 6/13-7/12/19 PAC01,ACCT #232-351-6260, CONTRACTOR FIRE, 6 PAC01,ACCT #436951-0106, ATLANTIS T1, 6/11-7 PAC01,ACCT #925-243-9029, ATLANTIS ALARM 6/1
		vendor's	Total -	>	712.29	
07-19 PAC02 (PACIFIC GAS AND ELECTRIC)	580070919H 606070519H 726070219H 764061919H 900061419H	07/09/19 07/05/19 07/02/19 06/19/19 06/14/19	08/08/19 08/04/19 08/01/19 07/19/19 07/14/19	A A A A	7722.66 1416.30 1181.74 141.24 519.10	PAC02, 5809326332-3, MOA ELECTRICC, 6/3-7/1/ PAC02, 6062256368-6, ATLANTIS, 5/31-6/28/19 PAC02, 7264840356-5, BUS STOPS 5/22-6/20/19 PAC02, 7649646868-7, DOOLAN TWR, 5/14-6/12/1 PAC02, 9007202117-4, MOA GAS 5/15-6/13/19
					10981.04	
07-19 PERO1 (PERS)	20190628CH 20190628NH 20190712CH 20190712NH	07/05/19 07/05/19 07/17/19 07/17/19	08/04/19 08/04/19 08/16/19 08/16/19	A A A A	3319.71 4036.48 3650.83 4433.20	PER01, PERS CLASSIC CONTRIBUTION 6/15-6/28/1 PER01, PERS NEW CONTRIBUTION 6/15-6/28/19 PER01, PERS CLASSIC CONTRIBUTION 6/29-7/12/1 PER01, PERS NEW CONTRIBUTION 6/29-7/12/19
		Vendor's	Total	>	15440.22	
07-19 PER04 (CALPERS RETIREMENT SYSTEM)	20190628H	07/05/19 07/05/19 07/17/19	08/04/19	A A	2102.36 2126.83	PER04, PERS 457 CONTRIBUTION 6/1-6/14/19 PER04, PERS 457 CONTRIBUTION 6/15-6/28/19 PER04, PERS 457 CONTRIBUTION 6/29-7/12/19
		Vendor's	Total		6334.09	<i>,</i>
07-19 PLA02 (PLANETERIA MEDIA LLC)	16640	07/15/19 (08/14/19	A	325.00	PLA02, 16640, PO #7119 WEB HOSTING JULY-19
07-19 PRO02 (PROFESSIONAL ELECTRIC)	2274	07/23/19 (08/22/19	A	2378.00	PR002, 2274, PO #7372 ELECTRICAL STONERIDGE
07-19 PRO06 (PROFORMA J.C.L. PRINT ASSO	CA91005687	07/24/19 (08/23/19	А	2313.83	PR006, A91005687, PO #7364 TIMETABLES-9.5K Q
07-19 SCF01 (SC FUELS)		07/03/19 (07/25/19 (20219.64 19071.13	SFC01, 3999968, 7/3/19 FUEL DELIVERY SCF01, 4024495, 7/25/19 FUEL DELIVERY
		Vendor's	Total	>	39290.77	
07-19 STA04 (STATE BOARD OF)	QTR2-2019H	06/30/19 (07/30/19	A	1815.54	STA04, 2ND QTR STORAGE TANK MAINTANCE FEE
07-19 STA05 (STATE BOARD OF EQUAL)	QTR2-2019H	06/30/19 (07/30/19	A	1039.17	STA05, 2ND QTR EXEMPT OPERATOR FUEL TAX FEE
07-19 TAX07 (ASMA SYEDA)	0623-0702H 0710-0717H	07/24/19 0	08/23/19	A -	52.70	TAX07, PARATAXI REIMBURSE 6/23-7/2/19 TAX07, PARATAXI REIMBURSE 7/10-7/17/19
		Vendor's	Total	>	118.20	
07-19 TAX14 (KAREN ADAMS)	0618-0629H	07/10/19 0	08/09/19	A	118.58	TAX14, PARATAXI REIMBURSE 6/18-6/29/19

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REPORT.: Aug 16 19 Friday RUN: Aug 16 19 Time: 15:47 Run By.: Daniel Zepeda	М	onth End P Prior Per	LAVTA ayable A iod Repo	ctivity	Report 07-19		PAGE: 003 ID #: PY-AC CTL.: WHE
Period Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description	
07-19 TAX32 (SUE TSANG)	0402-0418H 0507-0603H			А			XI REIMBURSE 4/2-4/18/19 XI REIMBURSE 5/7-6/3/19
		Vendor's	Total -				
07-19 TAX67 (CHRISTEL RAGER)	0603 - 0628H	07/10/19	08/09/19	A	187.00	TAX67, PARATA	XI REIMBURSE 6/3-6/28/19
07-19 TAX91 (VIVIAN MARIE MILLER)	0609-0712H	07/24/19	08/23/19	А	192.95	TAX91, PARATA	XI REIMBURSE 6/9-7/12/19
07-19 TEL01 (TPx COMMUNICATIONS)	118137459	06/30/19	07/30/19	A	2042.29	TEL01, 118137	459-0, 7/1-7/31/19 SERVICE
07-19 TOLO6 (TOLAR MFR CO INC)	13019	07/11/19	08/10/19	A	1800.90	TOLO6, 13019,	PO #7287 MAP CASES FOR OUTLET
07-19 TRE01 (MICHAEL TREE)	MAY-JUN19H	07/05/19 (08/04/19	A	1074.16	TRE01, MAY &	JUNE-19 RAIL MILEAGE REIMBURSE
07-19 TX161 (JYOTSNA MEHTA)	0510-0623H	07/24/19 (08/23/19	A	144.08	TX161, PARATA	XI REIMBURSE 5/10-6/23/19
07-19 VSPO1 (VSP)	JULY-2019H	06/19/19 (07/19/19	A	542.20	VSP01, JULY-1	9 VISION INSURANCE

Total of Purchases -> 3027529.92

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AGENDA

ITEM 6C

	Livermore Amador Valley Transit Authority					
	STAFF REPORT					
SUBJECT:	Update of the CalPERS Health Contribution Resolution					
FROM:	Tamara Edwards, Director of Finance					
DATE:	September 9, 2019					

Action Requested

Approval of LAVTA Resolution 26-2019. Updating the region from "Bay Area" to "Region 1".

Background

Regions enable CalPERS to provide high quality health plans to public agency and school contracting employers with rates that are competitively priced and in alignment with the cost of care in the market. In January 2018, CalPERS began a multidisciplinary project to evaluate the current regional cost of care and the makeup of health pricing regions for public agencies and schools. The goal was to assess costs throughout the state, scan the market, hear from employers and stakeholders, and determine if any changes to the current regions were warranted. Throughout the year, CalPERS surveyed and engaged with employers as well as retiree, employer, and labor associations. The result was the CalPERS Board of Administration voting in December 2018, to adopt a new three-region model.

Discussion

Resolution 07-2001 was adopted by the Board in May 2001. This resolution updates resolution 07-2001 by specifying that LAVTA's health care pricing will be based on Region 1 costs.

Recommendation

The Finance and Administration Committee recommends that the Board of Directors approve the updated resolution 26-2019.

Attachments:

1. Resolution of the Board of Directors of the Livermore Amador Valley Transit Authority fixing the employer contribution at an equal amount for employees and annuitants und the public employees' medical and hospital care act.

Approved:

RESOLUTION NO. 26-2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS the Livermore Amador Valley Transit Authority is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS Government Code Section 22892 (a) provides that a contacting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS Government Code Section 22892 (b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less that the amount prescribed by Section 22892 (b) of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrolment, including the enrollment of family members, in a health benefits plan up to a maximum of the total premium contribution for the highest Region 1 HMO per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

BE IT FURTHER RESOLVED that the Livermore Amador Valley Transit Authority has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above; and

BE IT FURTHER RESOLVED that the participation of the employees and annuitants of the Livermore Amador Valley Transit Authority shall be subject to determination of its status as a "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the Livermore Amador Valley Transit Authority would not qualify as an agency or instrumentality or the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserve the right to terminate the health coverage of all participants of the employer; and

BE IT FURTHER RESOLVED that the Board of Directors appoints and directs the Executive Director to file with the Board a verified copy of this resolution, and to perform on behalf of the Livermore Amador Valley Transit Authority all functions required of it under the Act.

PASSED AND ADOPTED this 9th day of September 2019

David Haubert, Chair

ATTEST:

Michael Tree, Executive Director

AGENDA

ITEM 7

Livermore Amador Valley Transit Authority

STAFF REPORT

SUBJECT:	Update of the Livermore Amador Valley Transit Authority (LAVTA) Procurement Policy
FROM:	Tamara Edwards, Director of Finance
DATE:	September 9, 2019

Action Requested

Board of Directors approval of the LAVTA Procurement Policy in Resolution 25-2019.

Background

The existing procurement policy was adopted in 1992 and has been amended infrequently, most recently in 2006, to conform to changes in federal regulations. A review of this policy noted that several procurement policies and procedures were not up to date. Staff then requested that LAVTA Counsel, Michael Conneran, and Catharine Groves take this opportunity to review the existing agency Procurement Policy and provide comprehensive recommendations for changes based on updated laws and regulations, both state and federal.

Discussion

LAVTA Counsel has prepared the attached policy and resolution for Board consideration. The substantive changes are highlighted in the Resolution details:

- 1. Updating the policy to reflect an update in Federal Transit Administration (FTA) Procurement Policies and Procedures to reflect the most current direction; and
- 2. Changes in titles for current positions.
- 3. Changes the limit for micro purchases from \$3,000 to \$10,000 and small purchases from \$100,000 to \$250,000.

These changes reflect the changes in FTA regulations and are consistent with the policies of other agencies. Making these changes will decrease the amount of staff time spent on small and micro purchases while still maintain the integrity of the agency's procurement methods.

The Executive Director's procurement authority will remain the same at the \$100,000 threshold with notification to the board of any procurements of more than \$50,000.

Next Steps

Staff requests that the Finance and Administration Committee recommend that the Board of Directors approve the updated Procurement Policy.

Recommendation

The Finance and Administration Committee recommends that the LAVTA Board of Directors approve the LAVTA Procurement Policy in Resolution 25-2019.

Attachments:

1. Resolution of the Board of Directors of the Livermore Amador Valley Transit Authority approving revised Procurement Policy.

Approved: _____

RESOLUTION NO.<u>25-2019</u> * * * RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY APPROVING REVISED PROCUREMENT POLICY, INCLUDING AN INCREASE TO THE GENERAL MANAGEREXECUTIVE <u>DIRECTOR'S PROCUREMENT AUTHORITY MICRO-PURCHASE AND SMALL</u> <u>PURCHASE THRESHOLDS</u>

WHEREAS, the County of Alameda and the cities of Dublin, Livermore, and Pleasanton (hereinafter "Member Jurisdictions") have formed the Livermore Amador Valley Transit Authority ("LAVTA"), a joint exercise of powers agency created under California Government Code Section 6500 et seq., for the joint exercise of certain powers to provide coordinated and integrated public transportation services within its service area; and

WHEREAS, LAVTA is authorized to acquire such property, facilities, equipment, materials, supplies and services as may be deemed necessary to carry out its duties; and

WHEREAS, LAVTA has an obligation to the population it serves to establish a procurement process that protects the public investment and is consistent, fair and equitable with all vendors and, with regard to the expenditure of federal funds, is in compliance with federal regulations, including Federal Transit Administration (FTA) Circular 4220.1EF, "Third Party Contracting Requirements;" and

WHEREAS, it is recommended that <u>the thresholds for micro-purchases be increased from</u> <u>\$35,000 to \$10,000 and for small purchases from \$100,000 to \$250,000 in accordance with the U.S.</u> <u>Office of Management and Budget (OMB) memo OM-18-18 and FTA guidancethe monetary limit</u> on the General Manager<u>Executive Director</u>'s authority to procure supplies, equipment, materials, construction and services should be increased to \$100,000 to improve overall efficiency in LAVTA's administration and operations, in keeping with the procurement authority delegated to the General Manager<u>Executive Director</u>s of a number of transit agencies in the greater San Francisco Bay Area; and

WHEREAS, the Board of Directors desires to clarify the General Manager<u>Executive</u> <u>Director</u>'s authority to act in emergency conditions; and WHEREAS, the Board of Directors finds and determines that whenever there is an emergency that requires immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services, as in the case of any great public calamity such as extraordinary fire, flood, storm, epidemic, earthquake, acts of terrorism or other natural or civil disaster, it is in the best interest of LAVTA to delegate the authority to the General ManagerExecutive Director to take all necessary and proper measures, including the authority to enter into emergency contracts consistent with the provisions of Public Contract Code Section 22050; and

WHEREAS, given the passage of time, it is desirable to update, clarify and streamline LAVTA's procurement procedures and policies to promote the greatest economy and efficiency to LAVTA, and to maintain appropriate safeguards to preserve fairness and accountability in all of LAVTA's procurement activities; and

WHEREAS, it is recommended that LAVTA staff and General Counsel prepare Procurement Procedures as necessary to be consistent with the revised Procurement Policy, current law, and best procurement practices.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Livermore Amador Valley Transit Authority hereby:

- Approves LAVTA's revised Procurement Policy, a copy of which is attached and incorporated herein as Exhibit A, which <u>the thresholds for micro-purchases be</u> increased from \$53,000 to \$10,000 and for small purchases from \$100,000 to \$250,000increases the delegation of authority for the General ManagerExecutive <u>Director</u> to enter into contracts up to \$100,000 for LAVTA. This Procurement Policy replaces and supersedes LAVTA's "Purchasing Policies," adopted in 1992, and-updated on May 4, 1998 and September 11, 2006—, in their entirety.
- 2. Authorizes the General Manager<u>Executive Director</u> to take all necessary and proper measures in emergency conditions to safeguard life, health, property or the loss of essential public services, including the authority to enter into emergency contracts in accordance with the provisions of Public Contract Code Section 22050 and LAVTA's Procurement Policy.

3.2. Authorizes the General ManagerExecutive Director or her/his designees to take further actions as may be necessary to give effect to this Resolution, including issuing and maintaining an updated Procurement Manual to reflect procurement procedures that are consistent with the revised Procurement Policy, current law, and best procurement practices.

APPROVED AND PASSED, this <u>9th—11</u>th day of <u>September</u>____September, 20<u>19</u>06.

Chair

Councilmember Steve BrozoskyDavid Haubert,

ATTEST:

Michael TreeBarbara Duffy, General ManagerExecutive Director

EXHIBIT A

PROCUREMENT POLICY LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY Adopted:

Livermore Amador Valley Transit Authority ("LAVTA") is a joint exercise of powers agency established pursuant to California Government Code Section 6500, *et seq.* (the "Act") to provide coordinated and integrated public transportation service with its member jurisdictions.

A. <u>Introduction</u>

The procedures governing LAVTA procurements derive from the joint powers agreement creating LAVTA, as well as state and federal law and regulations. By the terms of the joint powers agreement, LAVTA is subject to the powers and restrictions applicable to a general law city. In addition, by accepting state and federal funding, LAVTA is obligated to comply with certain regulations in its procurement of goods and services. More specifically, certain standards, regulations, and other requirements for grants to local governments issued by the United States Department of Transportation and Federal Transit Administration (FTA) apply to LAVTA in connection with contracts financed in whole or in part with federal funds, including FTA Circular 4220.1FE, "Third Party Contracting Requirements." In the event of a conflict between LAVTA's Procurement Policy and local, state or federal law, the applicable provisions of such local, state or federal law shall supersede this Procurement Policy.

This Procurement Policy provides a broad overview of the standards and methods which will guide LAVTA in obtaining goods and services.

B. <u>Goals</u>

The LAVTA Procurement Policy is guided by five basic goals:

- 1. To promote the greatest economy and efficiency for LAVTA;
- 2. To provide safeguards to maintain a procurement system of quality and integrity;
- 3. To instill public confidence in the procurement process of LAVTA;
- 4. To ensure fair and equitable treatment for all vendors who seek to deal with LAVTA, including Disadvantaged Business Enterprises ("DBEs"); and
- 5. To ensure maximum open and free competition in the expenditure of public funds.

Based on these goals and general principles of public sector procurement, the following set of procurement and contracting policies have been developed.

C. <u>Code of Conduct/Conflicts of Interest</u>

- 1. No director, officer, employee or agent of LAVTA shall participate in any procedure, task, or decision relative to the initiation, evaluation, award, or administration of a contract if a conflict of interest, real or apparent, exists. No employee, officer, or agent of the Authority shall participate in the selection or in the award of administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when:
 - The director, employee, officer, or agent,
 - Any member of his immediate family
 - His or her partner or business associate, or
 - An organization that employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award.

2. Authority officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential vendors/contractors, or parties to sub-agreements.

This prohibition shall not be applicable to:

- An occasional non-pecuniary gift of insignificant value such as accepting food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner business meeting or other meeting; or
- Unsolicited advertising or promotional material such as pens, pencils, note pads, calendars, or other business related items of nominal intrinsic value; or
- A gift, gratuity, favor, entertainment, loan, or other thing of value when the circumstances make it clear that an obvious long-standing social or family relationship rather than the business of the persons concerned is the motivating factor.

In addition to the above, the following special constraints will be used to guide employees directly involved in procurement through sensitive situations:

- Invitations received from vendors/contractors involved in a pending procurement for business lunches or dinners or parties should be politely refused. It is the Authority's policy to avoid any situation that might give the appearance of improper influence.
- Any offer of gratuities should be tactfully refused.

Employees should ask themselves the following questions if confronted with an ethical dilemma:

- Is my action legal? Ethical?
- Does my action comply with Authority Policy?

- Does my action <u>appear</u> inappropriate?
- Would I be embarrassed or compromised if my action became known publicly?

Specific standards governing conflicts of interest under state law are set forth in Sections 1090, 1091, and 1091.5 of the California Government Code and the California Political Reform Act (Cal. Gov't. Code §§81000 et seq.).

D. <u>Methods of Procurement</u>

- 1. All purchases and contracts, <u>above the mMicro-pPurchase threshold of (\$105,000)</u> shall be made on a competitive basis to the greatest extent practicable, whether by informal bidding, formal bidding or competitive proposals.
- 2. The method of procurement, such as micro-purchases, <u>small purchases</u>, informal bids or proposals, formal competitive bidding, requests for proposals, etc., shall be appropriate for the type of project or procurement shall conform to applicable state or federal law and regulations (including FTA Circular 4220.1<u>EF</u>, as it may be amended) and shall serve the best interest of LAVTA.
- 3. Formal competitive bidding <u>must</u> be used for "<u>construction</u>public projects" <u>projects</u> that involve contracts of \$5,000 or more. (Public Contract Code Sections 20162) <u>The termA</u> "public project<u>construction</u>" is<u>means</u>: a project for the erection, improvement, painting, or repair of public buildings and works; work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow; street or sewer work except maintenance or repair; or furnishing supplies or materials for any such project, including maintenance or repair of streets and sewers.
- 4. Formal competitive bidding ordinarily will be used for materials, supplies and equipment purchases over \$100250,000, but competitive negotiations may be used in unusual circumstances if it is in the best interest of LAVTA.
- 5. Formal competitive proposals, which consider and evaluate factors in addition to price, will be used to retain professional services or specialized equipment over \$100250,000.
- 6. The use of appropriate intergovernmental agreements is encouraged in order to reduce duplicative effort and to achieve cost economies.
- 7. Blanket Purchase Orders may be used to fill repetitive needs for materials and supplies.

E. <u>Procurement Documentation and Consideration of Bids and Proposals</u>

1. Formal competitive bidding requires preparation of bid documents that clearly set forth all requirements, which must be fulfilled in order for the bid to be

responsive, and advertisement in accordance with legal requirements. An award, if made, will be to the lowest responsive and responsible bidder.

- 2. The solicitation of formal competitive proposals requires issuance of Requests for Proposals, which clearly set forth all the requirements, and state the qualitative factors, in addition to price, which will be used to evaluate and rank the Proposals. An award, if made, will be to the proposer receiving the highest consensus ranking, subject to successful negotiations with LAVTA. Where required by law, the initial selection of certain professionals will be based on factors other than cost.
- 3. Any and all bids or proposals may be rejected by LAVTA if it is in LAVTA's best interest to do so.
- 4. LAVTA seeks to contract with contractors who are trustworthy and are qualified and possess the ability to perform successfully under the terms and conditions of the proposed procurement.

F. Approval and Execution of Contract Documents

- 1. All LAVTA contracts and amendments will be in writing and executed prior to the initiation of performance under the contract.
- 2. The <u>General ManagerExecutive Director</u> may execute all contracts on behalf of LAVTA that are duly approved within the <u>General ManagerExecutive</u> <u>Director's's Executive Directors</u> authorityauthority. The Chair of the Board of Directors will sign contracts and leases that require approval by the Board, unless authority is otherwise delegated to the <u>Executive DirectorGeneral ManagerExecutive Director</u>.
- 3. Legal Counsel must approve as to form all contracts over \$50,000 and all contracts that are formally bid, regardless of estimated value.

G. Disadvantaged Business Enterprise Program

LAVTA is committed to and has adopted a Disadvantaged Business Enterprise ("DBE") Program for DBE participation in LAVTA contracting opportunities in accordance with 49 Code of Federal Regulations (CFR) Part 26, effective March 4, 1999, as amended. It is the policy of LAVTA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of U.S. Department of Transportation-assisted LAVTA contracts. It is the intention of LAVTA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to LAVTA's construction, procurement and services activities.

H. <u>General ManagerExecutive Director's Procurement Authority</u>

1. The <u>General ManagerExecutive Director</u> is authorized to purchase supplies, equipment, materials and services or to arrange for work in a manner consistent with this Procurement Policy and written procedures as may be developed from time to time. Provided sufficient funds are available within LAVTA's approved annual budget for such expenditures, the <u>General ManagerExecutive</u> <u>Director</u> is authorized to execute agreements and expend funds for procurements and activities as follows: (1) up to \$100,000 for supplies, equipment, materials, services and construction or public works agreements, (2) up to \$100,000 for revenue-generation agreements, and (3) up to \$100,000 annual rent for leases and licenses of real or personal property in which LAVTA is a lessee or licensee, in which the term does not exceed three years. The Board of Directors will approve all contracts over \$100,000 or that otherwise exceed these limits.

- 2. The General ManagerExecutive Director is authorized to administer all contracts on behalf of LAVTA. Provided sufficient funds are available in LAVTA's approved annual budget, the General ManagerExecutive Director is authorized to approve the following: (a) for contracts up to \$100,000, contract change orders or amendments, cumulatively not to exceed \$25,000 and (b) contracts over \$100,000, contract change orders or amendments, cumulatively not to exceed \$25,000 and (b) not to exceed ten percent (10%) of the original contract, and not to exceed \$50,000 for any single change order. The Board of Directors will approve all other change orders.
- 3. The <u>General ManagerExecutive Director</u> is authorized to delegate to managers [correct term?] or other employees the responsibility and authority to approve purchases within the <u>General ManagerExecutive Director</u>'s procurement authority, which delegation must be in writing, include defined monetary limits; be consistent with this Procurement Policy and be subject to the rules and procedures in the Procurement Manual.
- 4. The <u>General ManagerExecutive Director</u> will provide informational reports to the Administration & Budget Committee summarizing any contracts between \$50,000 and \$100,000 awarded within the <u>General ManagerExecutive</u> Director's procurement authority.
- 5. The <u>General ManagerExecutive Director</u> is authorized to issue and maintain a Procurement Manual that sets forth implementing guidelines and procedures consistent with this Procurement Policy, current law, and best procurement practices. All LAVTA staff with responsibility for procurement activities shall be trained in, and adhere to, this Procurement Policy and the Procurement Manual.

I. <u>Protest Procedures</u>

Bidders may protest contracts that are let through formal competitive bidding or competitive negotiations. The <u>General ManagerExecutive Director</u> is authorized to review and determine protests concerning contracts awarded within the <u>General ManagerExecutive Director</u>'s procurement authority. Bid protests for all other contracts not within the <u>General ManagerExecutive Director</u>'s procurement authority will be reviewed and determined by the Board of Directors upon recommendation by the <u>General ManagerExecutive Director</u> and Legal Counsel. All protests will be in accordance with LAVTA's adopted Protest Policy.

J. <u>Contract Administration</u>

LAVTA shall administer all contracts to ensure that contractors conform with the terms, conditions, and specifications of all contracts and to ensure all purchases are received in a timely manner. Each contract file shall contain documentation concerning the contract administration, including, but not limited to, monitoring of the contract budget, change orders and final disposition. Undocumented actions on all contracts must be committed to written memoranda and promptly included in the contract file.

K. <u>Emergency Contracts</u>

In the case of an emergency that requires the immediate expenditure of public money to safeguard life, health, property, or the loss of essential public services as in the case of any great public calamity, such as extraordinary fire, flood, storm, epidemic, earthquake, acts of terrorism or other natural or civil disaster, the <u>General ManagerExecutive Director</u> is authorized to take all necessary and proper measures, including the authority to enter into emergency contracts consistent with the provisions of Public Contract Code Section 22050. The <u>General ManagerExecutive Director</u> may repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts upon the following conditions:

- 1. The <u>General ManagerExecutive Director</u> will make a finding based on substantial evidence that the emergency will not permit delay resulting from a competitive bid and the action is necessary to respond to the emergency.
- 2. The <u>General ManagerExecutive Director</u> will contact the Chair of the Board of Directors, if possible, for concurrence with the proposed emergency action.
- 3. The General ManagerExecutive Director will report the emergency action and the findings supporting the action for review and ratification by the Board of Directors at a regular meeting of the Board of Directors held within fourteen (14) days of the action, or if no regular meeting is scheduled, within seven (7) days of the action at a special meeting of the Board of Directors. The Board will review the action at every regularly scheduled meeting thereafter until the action is terminated.
- 4. The <u>General ManagerExecutive Director</u> will terminate any emergency contracting action that did not follow the Procurement Policy as soon as possible, and to the extent practicable, complete any remaining actions to respond to the emergency in accordance with the Procurement Policy.

L. <u>Sole Source</u>

Regardless of the estimated cost of the procurement, LAVTA is not required to engage in the competitive bidding process, either formal or informal, when procuring materials, equipment, supplies or services for which there exists only a sole source of supply. If more than one distributor of a product is available, the product is not exempt from competitive bidding as a sole source. A sole source decision is not permitted merely upon the grounds that the source

demonstrates technical or administrative superiority, is the most convenient, or shows superior performance potential at lower costs. In all cases, LAVTA must verify that the particular procurement meets the definition of a sole source and LAVTA must perform a cost or price analysis to determine the reasonableness of the price of the sole source.

M. <u>Intergovernmental Agreements</u>

Joint procurements, state cooperative purchasing programs, and assignment of existing contract rights ("piggyback" procurements) with other public agencies may be used when consistent with applicable state and federal statutory or grant requirements. The use of intergovernmental agreements is permitted by the Federal Transit Administration and the California Public Contract Code to achieve cost economies and to reduce duplicative effort.

N. <u>Discretion to Waive the Competitive Process</u>

The Board of Directors, or the <u>General ManagerExecutive Director</u> for procurements within the <u>General ManagerExecutive Director</u>'s procurement authority, may waive the requirements for formal competitive bidding or other procedures set forth in this Procurement Policy when permissible under applicable law and when a determination is made that the best interests of LAVTA will be served, as follows:

- 1. <u>Open Market Transactions</u>. If LAVTA rejects bids received in connection with a procurement requiring formal competitive bidding, LAVTA may proceed with an open market purchase after it determines that the supplies, equipment and materials may be purchased at a lower price in the open market.
- 2. <u>Waiver of Competitive Negotiations</u>. When services are needed on an expedited basis and circumstances do not permit an RFP process, LAVTA may waive such procedures, provided there is adequate documentation of the need for such services. These circumstances shall be evaluated on a case-by-case basis, keeping in mind the fundamental principles of procurement set forth in this Procurement Policy.

3.—If no bids are received in connection with a procurement requiring formal competitive bidding, LAVTA may proceed with an open market purchase in certain circumstances if it is determined that the best interests of LAVTA will be served by such an approach. These circumstances shall be evaluated on a case-by-case basis and shall include such factors as the reasons why no bids were received, the availability of the supplies, equipment, or materials on the open market, and a price or cost analysis.

O. <u>Disposal of Surplus Property</u>

1. The <u>General ManagerExecutive Director</u> shall determine the manner of disposition of surplus supplies, equipment and materials whose estimated value at the time of disposition does not exceed \$100,000. The Board of Directors shall approve the disposition of any item whose estimated value at the time of disposition is greater than \$100,000.

2. The method of sale or disposition of any surplus or scrap items shall depend upon the nature of the items. Such methods may include: (1) transfer or sale to other public agencies, (2) trade-in as part of a new procurement, (3) sale by auction, advertisement for sealed bids, or negotiation, or (4) where appropriate, proper recycling or disposal. AGENDA

ITEM 8

Livermore Amador Valley Transit Authority

STAFF REPORT

SUBJECT: Modification to Contract with MTM for Paratransit Operations

FROM: Jonathan Steketee, Customer Service & Contract Compliance Manager

DATE: September 9, 2019

Action Requested

Approve Modification 5 to the contract with MTM for paratransit services.

Background

On March 7, 2014, LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the management, maintenance, and operation of LAVTA's paratransit services. The initial period of the contract began on May 1, 2014, and ended June 30, 2017, after which LAVTA has held the option to extend the contract for four (4) one-year periods at its sole discretion. To date, LAVTA has exercised three of the four available oneyear options, with the current option period extending through June 30, 2020.

LAVTA's request for proposals (RFP) for the paratransit operations contract advised potential bidders to assume 44,300 trips per year, as a baseline for firms to estimate both their initial costs to provide the service as well as assumptions needed to estimate pricing in the contract's later years.

In FY15-16, there was an unanticipated 24% increase in paratransit ridership. In order to control the costs associated with increased demand, MTM and LAVTA renegotiated a new lower price per trip based on the increased ridership levels. At the start of MTM's contract, the base price per trip was \$32.81. MTM reduced their cost to a base of \$32.51 per trip, with further savings for additional trips per month according to the following schedule:

	Number of Trips		Change from
Tier	per Month	Price Per Trip	Original Bid Cost
1	Up to 4,199	\$32.51	(\$0.30)
2	4,200-4,699	\$31.72	(\$1.09)
3	4,700+	\$30.67	(\$2.14)

Current Levels of Service

With new pricing established as an immediate cost-control strategy, LAVTA then implemented several medium- to longer-term demand-management strategies to address increasing ridership trends, including trip negotiations, and in-person eligibility assessments.

	Number of	Percent Over or Under
Year	Annual Trips	Bid Assumption
FY13-14	43,731	-1%
FY14-15	46,441	5%
FY15-16	54,975	24%
FY16-17	50,433	14%
FY17-18	48,506	9%
FY18-19	46,123	4%

As a result of these efforts, ridership on paratransit has declined and is now back to being within 5% of the originally assumed 44,300 trips per year:

Discussion

Having agreed to lower its per-trip pricing to help LAVTA control costs, MTM now faces an unforeseen burden with the reduction in trips since FY15-16. MTM's revised pricing reflected greater economies of scale with increased ridership compared to the utilization assumptions in its original proposal. However, at present ridership levels, which LAVTA has worked hard to lower through its various demand-management strategies, MTM is no longer realizing these economies of scale with the revised pricing.

In response, staff recommends a new contract modification with MTM (Modification 5), which reverts to the original per-trip pricing structure for the contract, with annual cost inflators of 2% per year. Additionally, this modification preserves the tier system in case there is an unanticipated spike in ridership again, as follows.

	Number of Trips		
Tier	per Month	Price Pe	er Trip
1	Up to 4,199	\$	36.22
2	4,200-4,699	\$	35.34
3	4,700+	\$	34.17

The proposed change would result in the following change in cost per trip compared to if we were to continue with the previous, renegotiated rate.

	Number of Trips	Current Price	Proposed Cost	Change in
Tier	per Month	Per Trip	Per Trip	Cost
1	Up to 4,199	\$34.50	\$36.22	\$1.72
2	4,200-4,699	\$33.66	\$35.34	\$1.68
3	4,700+	\$32.55	\$34.17	\$1.62

Budget

LAVTA has budgeted additional funds available for paratransit services in FY19-20. The estimated cost increase for the change in per-trip cost is approximately \$100,000. It is not expected that the agency would recoup these costs by undertaking a new procurement for

paratransit services in the present business climate considering fuel and labor costs, since LAVTA still has one remaining option year on the existing contract with pricing guaranteed through June 2021. Despite LAVTA and MTM experiencing unexpected cost and demand challenges during the performance of this contract, MTM has maintained an overall consistent quality of service to LAVTA's paratransit customers.

Recommendation

Staff recommends that the Board of Directors authorize the Executive Director to execute Modification #5 to the contract with MTM for maintenance, operation, and management of paratransit services, amending the price per trip as agreed.

Attachments:

- 1. Proposed Modification to MTM contract.
- 2. MTM Contract Modification 1-4
- 3. MTM Contract Agreement

Approved: _____

MODIFICATION NO. 5 TO AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AND MEDICAL TRANSPORTATION MANAGMENT

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into an Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, MTM and LAVTA negotiated a reduced cost per trip because of much higher than expected ridership in FY15-16; and

WHEREAS, ridership on LAVTA paratransit services has reduced to ridership levels similar to those experienced during the procurement of the contract.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July I, 2019 through June 30, 2020 (FY 2019-20) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:

Payment to Contractor for services will adjust based on monthly volume of trips:

Tier	Number of Trips	Price	Per Trip	Change from Original Bid Cost
1	Up to 4,199	\$	36.22	\$1.69
2	4,200-4,699	\$	35.34	\$ 0.85
3	47,00+	\$	34.17	\$(0.26)

2. Any changes in the future to the original contract and subsequent Contract Modification, including this Modification, will be discussed and agreed upon in writing.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below/

BY LAVTA this day of, 2019				
BY CONTRACTOR this day of, 2019				
CONTRACTOR:	LAVTA:			
By:	By:			
Name &Title:	Michael Tree, Executive Director			

MODIFICATION NO. 2

ТО

AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AND MEDICAL TRANSPORTATION MANAGMENT

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into that certain Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, on July 11, 2016, LAVTA and the Contractor entered into Contract Modification #1, revising the price formula, and revising the Service Quality Standards Index for Fiscal Year 2016-17; and

WHEREAS, in accordance with Section 13 of the Agreement, LAVTA and the Contractor desire to exercise the first option year of the contract for the Fiscal Year 2017-18 and modify the hourly rate per Exhibit B.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2017 through June 30, 2018 (FY 2017-18) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$33.16
2	4,200-4,699	\$32.35
3	4,700+	\$31.28

- 2. Any changes in the future to the original contract and subsequent Contract Modifications, including this Modification, will be discussed and agreed upon in writing.
- 3. The Service Quality Standards Index (SQSI) will remain the same as in FY16/17.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below.

BY LAVTA this $\underline{746}$ day of June, 2017. BY CONTRACTOR this $\underline{264}$ day of June, 2017. CONTRACTOR:

By: <u>Alaina Macia</u>, CEO

LAVTA: By: Michael Tree, Executive Director

APPROVED AS TO FORM: By: LAVTA Legal Counsel

MODIFICATION NO. 1 TO AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AND MEDICAL TRANSPORTATION MANAGMENT

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into that certain Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, in accordance with Section 13 of the Agreement, LAVTA and the Contractor desire to modify the Agreement for Fiscal Year 2016-17 (July 1, 2016 through June 30, 2017);

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2016 through June 30, 2017 (FY 2016-17) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:

Payment to Contractor for services will adjust based on monthly volume of trips:

Tier	Trips Per Month	Per Trip Rate	
1	Up to 4,199	\$32.51	
2	4,200-4,699	\$31.72	
3	4,700+	\$30.67	

2. The Service Quality Standard Index is revised to include a new performance measure:

CORRECTIVE ACTION BASED PROGRAM (Assessed Monthly)

Ca	itegory	Inputs	
Monthly Invoice and Data Reporting	Collection and Reporting of Monthly Invoice Detail and Operating Statistics	Trips, Passengers, Late Cancellations, No-Shows, Revenue Miles, Revenue Hours, Non-Revenue Miles, Non- Revenue Hours	Monthly invoices and reports detailing accurate operating data are due on the 10 th of the month. Reports that are received after the 10 th of the month, or are incomplete, will be subject to damages until received or corrected. Damages = \$50 per day – first violation; \$100 per day – second violation; \$250 per day – third violation. \$500 per day for additional violations.

3. Any changes in the future to the original contract and subsequent Contract Modifications, including this Modification, will be discussed and agreed upon in writing.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below.

day of June, 2046. BY LAVTA this ____ BY CONTRACTOR this _____ day of June, 2016. JULY CONTRACTOR: LAVTA: Maina By: By: Álaina Macia, CEO Michael Tree, Executive Director APPROVED AS TO FORM: LAVTA Legal Counsel

Livermore Amador Valley TRANSIT AUTHORITY



September 10, 2018

Alaina Macia Medical Transportation Management, Inc. 16 Hawk Ridge Drive Lake St. Louis, MO 63367

Dear Alaina

On March 7, 2014 LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the provision of paratransit services. In accordance with this Agreement, the initial period of the contract began on May 1, 2014 and ends June 30, 2017, and LAVTA has sole discretion to extend the contract for four (4) one-year periods. This letter confirms LAVTA's intention to exercise the option to extend this contract for the period of July 1, 2018 through June 30, 2019.

In addition, in accordance with Section 4 of this Agreement, this letter also confirms the 2% increase in the per trip rate for FY19. Commencing July 1, 2018 through June 30, 2019 (FY 2018-19) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate	
1	Up to 4,199	\$33.82	
2	4,200-4,699	\$33.00	
3	4,700+	\$31.91	

MTM has provided quality paratransit services for LAVTA since the beginning of this contract. We look forward to another successful year of providing excellent service throughout the Tri-Valley.

It is a pleasure working with you.

Sincere Michael Tree

Executive Director



1362 Rutan Ct., Ste. 100 | Livermore, CA 94551 O. (925) 455-7555 | F. (925) 443-1375

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Livermore Amador Valley TRANSIT AUTHORITY



July 1, 2019

Alaina Macia Medical Transportation Management, Inc. 16 Hawk Ridge Drive Lake St. Louis, MO 63367

Dear Alaina

On March 7, 2014 LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the provision of paratransit services. In accordance with this Agreement, the initial period of the contract began on May 1, 2014 and ends June 30, 2017, and LAVTA has sole discretion to extend the contract for four (4) one-year periods. This letter confirms LAVTA's intention to exercise the option to extend this contract for the period of July 1, 2019 through June 30, 2020.

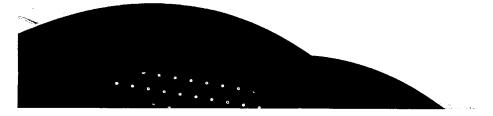
In addition, in accordance with Section 4 of this Agreement, this letter also confirms the 2% increase in the per trip rate for FY20. Commencing July 1, 2019 through June 30, 2020 (FY 2019-20) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$34.50
2	4,200-4,699	\$33.66
3	4,700+	\$31.55

We look forward to another successful year of providing excellent service throughout the Tri-Valley.

Sincerely

Michael Tree Executive Director



1362 Rutan Ct., Ste. 100 | Livermore, CA 94551 O. (925) 455-7555 | F. (925) 443-1375

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AGREEMENT

THIS AGREEMENT is by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, California, hereinafter referred to as "LAVTA" and MEDICAL TRANSPORTATION MANAGEMENT, INCORPORATED, a Missouri corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, Contractor has the management and technical personnel, expertise and other assets useful for the support of LAVTA's paratransit operations; and

WHEREAS, Contractor is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

- 1. **Purpose**. LAVTA hereby contracts with Contractor to provide paratransit management, maintenance, and operations services upon the terms and conditions hereinafter set forth.
- 2. **Scope-of-Work**. Contractor will provide the services to be rendered as set forth in the Request for Proposals issued by LAVTA on July 8, 2013, as amended by any addenda, which is attached hereto as Exhibit A and is hereby incorporated by this reference, as supplemented or modified by Contractor's Proposal of October 15, 2013, including any subsequent offers, which is attached hereto as Exhibit B and is hereby incorporated by this reference. In the event of any conflict in the terms, the language of this Agreement shall control over the terms of Exhibit A and B and the terms of Exhibit A shall control over the terms of Exhibit B.
- 3. **Time Period**. The base term of this agreement shall be from May 1, 2014 to June 30, 2017, inclusive, unless terminated sooner, with an option to extend for up to four additional one-year terms, exercisable at LAVTA's sole discretion. The option terms may be exercised in one year or multiple year increments.
- 4. Compensation. The Contractor agrees to perform all of the services included in Section 2 of this Agreement, in accordance with the price per trip (and applicable escalators) specified in Exhibit B, for the Agreement term as well as any option terms, if exercised by LAVTA, which costs shall include all labor, materials, vehicles, taxes, profit, overhead, insurance, and all other costs and expenses incurred by the Contractor. Costs for the initial Base Year are outlined in the "Proposal Form 1.1, Budget Proposal" which is included in Exhibit B. In the event of an increase in the mandated minimum wages, payroll taxes or fringe benefits contributions applicable to employees of Contractor are implemented by any

federal, state or local governmental agency during the term of this Agreement, LAVTA and Contractor agree to negotiate an equitable adjustment to Contractor's rates herein to compensate Contractor for said mandated governmental cost increase. Contractor has agreed to certain Service Quality Standards, as contemplated in Section 9.1 of Section II of Exhibit A, which are attached as Exhibit C. Performance will be monitored monthly and appropriate rewards/penalties assessed accordingly. Following the end of a fiscal year, the monthly amounts will be cumulated and an annual accounting will be made. At the end of each fiscal year, LAVTA and Contractor may negotiate changes to Exhibit C which will be effective during the following fiscal year's performance.

5. **Invoice**. Contractor shall submit invoices to LAVTA no later than the tenth (10th) day of the month following the month the service was provided. All required reports and submissions as described in Exhibit A, shall be accurately completed and submitted to LAVTA prior to payments to Contractor.

Invoices shall be sent to:

Livermore Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551 Attn: Accounts Payable

- 6. **Payment**. All payments by LAVTA shall be made within thirty (30) days of receipt of an approved invoice and all contractually required reports and submissions.
- 7. **Farebox Revenue**. All farebox revenues collected by Contractor are the property of LAVTA. Contractor shall be responsible for handling farebox revenues in the manner discussed in Exhibit A, and as necessary for LAVTA to meet state and federal funding requirements.
- 8. **Control.** In performing the services under this Agreement, the Contractor shall act as an Independent Contractor and shall have full control of the work and the manner in which it is performed. Contractor in no circumstances shall be considered as an agent or employee of LAVTA, and Contractor's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its employees.
- 9. **Management**. During the term of this Agreement, Contractor shall provide sufficient executive administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in Exhibit A. All management personnel to be employed must be committed exclusively to the performance of work on LAVTA's project and shall not perform any other services for Contractor or other entity. Management personnel shall be full-time employees of Contractor.

- 10. **Medical Assistance to Passengers**. Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help, on the instructions of dispatcher.
- 11. **Uniforms.** Contractor shall purchase uniforms as specified by LAVTA for all employees and shall require the employees to wear them. The design, type and logo of the uniforms shall be subject to LAVTA's approval. Uniforms shall include, but not be limited to shirts, pants and jackets. Drivers shall be required to maintain neat and clean appearances.
- 12. **Modifications of Agreement**. This writing constitutes the entire Agreement between the parties relative to the matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced in writing signed by both parties to this Agreement. There are no understandings, agreements or condition with respect to the subject matter of the Agreement except those contained in this writing.
- 13. **Contract Assignments**. This contract shall not be sold, assigned, transferred, conveyed or encumbered by Contractor without the prior written consent of LAVTA. Contractor shall not sell or otherwise transfer its interest in this contract without prior written notification to LAVTA. Upon receiving such notification from Contractor, LAVTA may, at its sole discretion, decide to exercise its right to terminate this contract.

Subject to the provision regarding assignment, this contract shall be binding upon the heirs, executor, administrators, successors and assigns of the respective parties.

- 14. **Stop-Work**. LAVTA may stop work on its transportation system upon forty-eight (48) hours of written notice to Contractor. LAVTA shall be liable for all relevant costs defined under Section 4 incurred prior to the stop-work period and for restart, if any.
- 15. **Communications**. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to Contractor:

Medical Transportation Management, Incorporated 16 Hawk Ridge Drive Lake St. Louis, MO 63367 Attn: President and CEO If to LAVTA:

Livermore/Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551 Attn: Executive Director

All other communications, invoices, reports, etc., shall be made to the Executive Director of LAVTA.

- 16. Shortages and Delays. Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of Contractor. Such events may include, but are not limited to, the following: Acts of God (fire, epidemics, earthquake, flood, or other natural disaster); acts of government or public, riots, war, civil disorder, strikes, labor disputes or fuel shortages. However, Contractor shall not receive payment during the period of time that service is not provided. Contractor also grants LAVTA the right to provide these services through other means on a temporary basis should Contractor be unable to perform said services.
- 17. Audit. Contractor shall permit the authorized representatives of LAVTA, Metropolitan Transportation Commission, State of California, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to performance under this Agreement.
- 18. **Worker's Compensation**. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the work of this Contract.
- 19. **Contractors' Employee Responsibilities**. Contractor shall give each new employee hired for any part of LAVTA's Services the following written notice, which shall be signed by the employee and kept in the employee's file with a copy sent to LAVTA. The notice shall read:

"This is to advise that the (Contractor), your employer, is an independent Contractor providing Services under a contract with LAVTA. The contract between the (Contractor) and LAVTA is for a three-year, two-month term with four one-year option terms. You have been hired to assist with the provision of services under that contract. There is no guarantee that the options will be exercised or the contract renewed; therefore, the duration of your employment with (Contractor) may be affected or limited. Thus, you are on notice that the need for your employment derives from a service contract with LAVTA that has a definite term and which may be terminated or will expire at some point in the future."

The Contractor will comply with all applicable laws, regulations, rules, and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify and hold harmless LAVTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise).

20. **Insurance**.

a. Contractor's Responsibilities - Minimum Types and Scope of Insurance

The insurance requirements specified in this section shall apply to the Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). The Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverage's subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, the Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from LAVTA. Prior to beginning work under this contract, Contractor shall provide LAVTA with satisfactory evidence of compliance with the insurance requirements of this section.

i. Workers Compensation and Employers' Liability Insurance -Workers Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

- 1. Employer's Liability coverage with minimum limits of **\$1** million.
- 2. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - a. Waiver of Subrogation.
- ii. Commercial General Liability Insurance Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$1 million. Such insurance shall cover all of Contractor's operations, other than LAVTA's operations provided under this Contract. This insurance shall include coverage for, but not be limited to:
 - 1. Premises and operations
 - 2. Products and completed operations
 - 3. Contractual liability
 - 4. Personal injury
 - 5. Advertising injury
 - 6. Explosion, collapse, and underground coverage (xcu)
 - 7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- 1. Additional Insured
- 2. Cross Liability or Severability of Interests Clause
- 3. Primary and Non-Contributory wording
- 4. Waiver of Subrogation
- iii. Business Automobile Liability Insurance Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence. This insurance shall include coverage for the following types of vehicles <u>except</u> while being used to provide LAVTA's passenger service:
 - 1. All Owned Vehicles
 - 2. Non-Owned Vehicles
 - 3. Hired or Rental Vehicles

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- 1. Additional Insured
- 2. Cross Liability or Severability of Interests Clause.

- 3. Primary and Non-Contributory wording
- 4. Waiver of Subrogation
- iv. Business Automobile Physical Damage Insurance Business Automobile Physical Damage insurance providing Comprehensive and Collision insurance covering Contractor-owned vehicles. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - 1. Waiver of Subrogation
- v. **Property Insurance -** Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below. This insurance shall include coverage for, but not be limited to:
 - 1. The Contractor's own business personal property and equipment to be used in performance of this Agreement
 - 2. LAVTA's interest in materials or property to be installed, if any
 - 3. Debris removal

Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- 1. Waiver of Subrogation
- vi. **Crime Insurance -** Contractor will provide Crime insurance, including coverage for Contractor's Employee Dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty	\$250,000			
Depositors Forgery	\$250,000			
Off and On Premises	\$ 50,000			
Computer Fraud	\$250,000			

Regarding these coverage's:

- 1. Contractor shall reimburse LAVTA for any and all losses within the deductible and for insured losses the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.
- 2. The policy shall contain a Joint Loss Payee endorsement naming LAVTA as further detailed in the Endorsements

Section below.

vii. Endorsements

- 1. Additional Insured The referenced policies and any Excess or Umbrella policies shall include as Additional Insured's the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers 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.
- 2. Waiver of Subrogation The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- 3. Primary Insurance The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority. Notwithstanding any provision to the contrary herein, to the extent that Contractor's insurance, as a trip broker, is not primary insurance, Contractor shall indemnify, defend and hold harmless LAVTA as to any and all sums paid pursuant to any insurance policy or under any indemnity pool maintained by LAVTA, or the costs of investigating or adjusting any such claim, arising out of the services provided by Contractor under this agreement.
- 4. Severability of Interests or Cross Liability The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect the Contractor and the Livermore Amador Valley Transit Authority 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.

5. Joint Loss Payee Endorsement - LAVTA shall be named as a Joint Loss Payee on the Contractor's Employee Dishonesty policy.

viii. Evidence of Insurance

Prior to commencing work or entering onto the LAVTA property, Contractor shall provide the Executive Director of LAVTA with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or have coverage reduced without 30 days prior written notice to LAVTA's Executive Director.

ix. General Provisions

- 1. Notice of Cancellation The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to LAVTA's Executive Director.
- 2. Acceptable Insurers All policies will be issued by insurers acceptable to LAVTA (generally with a Best's Rating of A-X or better).
- 3. Self-insurance Upon evidence of financial capacity satisfactory to LAVTA and the Contractor's agreement to waive subrogation against LAVTA respecting any and all claims that may arise, the Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
- 4. **Deductibles and Retentions** The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from LAVTA

b. LAVTA's Insurance Responsibilities - Minimum Types and Scope of Insurance

LAVTA, at its own cost and expense, will maintain in full force and effect during the entire term of the Contract and any extension period, unless otherwise agreed by the parties, the following insurance:

i. Public Liability (Including Coverage for Passenger Bus Operations, Commercial General Liability, and Automobile Liability)

Public Liability insurance including coverage for Commercial General Liability and Automobile Liability (including Liability for LAVTA's revenue operations) for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$10 million per occurrence or claim and a general aggregate limit of at least \$10 million with coverage extending to cover the operation of LAVTA-owned revenue vehicles. LAVTA's self-insurance program and retention shall provide the Contractor at least the same protection from liability and defense of suits as would be afforded by "first-dollar" insurance. Currently LAVTA maintains a liability program with a \$25,000 selfinsured retention, which the Contractor will be obligated to pay on LAVTA's behalf, and \$10 million limits of liability although with fluctuating market conditions and budgetary considerations, LAVTA cannot guarantee that the retention and/or limit will remain unchanged over the life of this Contract and any extensions. This insurance shall include coverage for, but not be limited to:

- 1. Premises and operations
- 2. Products and completed operations
- 3. Contractual liability
- 4. Personal injury
- 5. Advertising injury
- 6. Explosion, collapse, and underground coverage (xcu)
- 7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- 1. Additional Insured
- 2. Cross Liability or Severability of Interests Clause
- 3. Primary Wording
- 4. Waiver of Subrogation

ii. Automobile Physical Damage Insurance for Vehicles

LAVTA will maintain at its own cost and expense a physical damage insurance program to cover LAVTA-owned vehicles and equipment and will name the Contractor as additional insured as respects operations under this Contract. Contractor will cooperate fully with LAVTA in filing claims with and recovering payments due from LAVTA's insurers. The Contractor shall be responsible for

payment of the deductible up to \$5,000 for any claim arising out of an incident deemed to be a preventable accident on the part of Contractor or its subcontractors or employees. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- 1. Additional Insured
- 2. Waiver of Subrogation

iii. Endorsements

- 1. Additional Insured The referenced policies and any Excess or Umbrella policies shall name the Contractor as Additional Insured.
- 2. Waiver of Subrogation The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Contractor to the extent of the indemnification by LAVTA in this Contract.
- 3. **Primary Insurance** The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies).
- 4. Severability of Interests or Cross Liability The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Contractor as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit, or judgment. Said policy shall protect the Contractor and the Livermore Amador Valley Transit Authority 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.

iv. Evidence of Insurance

Prior to commencing work, LAVTA shall provide Contractor with a certificate of insurance evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that LAVTA's policy(ies) will not be cancelled or have coverage reduced without 30 days or 60 days prior written notice to the Contractor, whichever applies.

v. General Provisions

- Notice of Cancellation LAVTA shall use its best efforts to obtain 60 days' written notice to the Contractor. However, in no event will such policy provide for less than 30 days' prior written notice of cancellation to Contractor except for nonpayment of premium. In the event said insurance policy is cancelled for any reason, then LAVTA shall replace said policy during the notification period with another policy which complies with the requirements of this Contract.
- 2. Retentions and Self-insurance LAVTA shall have the right to maintain self-insured retentions at any level or levels of up to the CalTIP limit. The Contractor shall be given the opportunity to review and provide input with respect to such self-insured retentions, but the Contractor shall have no right of approval.
- 3. Filing and Payment of Claims The Contractor will cooperate fully with LAVTA in LAVTA's filing claims with and recovering payments due from LAVTA's insurers. If LAVTA fails or refuses to pay losses incurred within any self-insured retention, the Contractor shall have the right to terminate this Agreement upon 30 days' written notice. This right of termination, however, applies only to failure or refusal by LAVTA to pay losses incurred within self-insured retentions, and not to failures or refusals to pay losses falling within gaps or shortfalls in insurance coverage created by previous payment of losses which depleted or exhausted the annual aggregate limits applicable to such insurance. Nothing contained in this subsection should be deemed to foreclose or limit LAVTA's rights to defend against any claims.

c. General Insurance Provisions Applicable to Both Contractor and LAVTA

The parties further agree as follows:

- i. Failure to Procure or Maintain Insurance The failure to procure or maintain required insurance and/or an adequately funded selfinsurance program will constitute a material breach of this Agreement.
- ii. **Claims Costs -** Each of the parties, at its sole cost and expense, will be responsible for the investigation, administrative handling, and settlement of claims for injury, death, or damage arising out of the performance of this Agreement for which it is responsible. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is

responsible. The parties agree that the furnishing of such information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

iii. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- 1. Policy retroactive date coincides with or precedes the start of work (including subsequent policies purchased as renewals or replacements).
- 2. Every effort will be made to maintain similar insurance for at least three years following completion of work, including the requirement of adding all additional insured's.
- 3. If insurance is terminated for any reason, the Party agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
- 4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- 21. **Performance Security**. As a condition precedent to the effectiveness of this Agreement, the Contractor shall furnish to LAVTA a Performance Security in the amount equal to Two Hundred Thousand Dollars (\$200,000). The Performance Security shall be in a form acceptable to LAVTA and shall be held by LAVTA throughout the term of this Agreement to guarantee performance by Contractor.
- 22. **No Unauthorized Subcontracting** Contractor may not subcontract any work covered by this Agreement without LAVTA's express written consent. LAVTA hereby agrees to the following subcontractors:

[None listed.]

- 23. **Disadvantaged Business Enterprise**. In connection with the performance of this Agreement, Contractor will cooperate with LAVTA in meeting LAVTA's policy with regard to the maximum utilization of disadvantaged business enterprise.
- 24. Conflict of Interests. Depending on the nature of the work performed,

Contractor may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern LAVTA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, Contractor and their employees may be required to disclose financial interests.

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent the Contractor by making any formal or informal appearance, or any oral or written communication, before LAVTA, or any Officer or employee of LAVTA, for a period of twelve months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

- 25. **Conflict of Transportation Interests**. Contractor shall not divert any revenues, passengers or other business from LAVTA's project to any taxi or other transportation operation of Contractor unless specifically agreed to in writing by LAVTA.
- 26. **Headings**. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any party of this Agreement.
- 27. Indemnification. Except as otherwise provided in this Agreement, LAVTA agrees to, and will, indemnify and hold the Contractor, and its directors, officers, agents, employees, representatives, insurers and attorneys (hereinafter, collectively, "Contractor Indemnitees") harmless from, and defend Contractor Indemnitees against any and all claims, demands, actions, causes of action, or damages of any kind whatsoever without regard to negligence of the Contractor (hereinafter referred to collectively as "Claims and Damages") which may arise from the Contractor's operation, maintenance, repair or use of buses or equipment or provision of its services as contemplated by this Agreement up to an annual aggregate limit of \$10 million (the "Liability Cap"). The Contractor will indemnify LAVTA and its Directors, Board members, Officers, Agents, Employees, representatives, insurers, and attorneys (hereinafter, collectively "Owner Indemnitees") against all such Claims and Damages exceeding the

Liability Cap. Damages caused to vehicles within the bus yards, maintenance shops, satellite parking lots and other LAVTA facilities shall be the responsibility of Contractor and shall not be included in the Liability Cap.

Notwithstanding the foregoing, LAVTA shall have no duty to indemnify or hold the Contractor Indemnitees harmless from damages on account of the Contractor's Excluded Conduct, as hereinafter provided. This exception from LAVTA's duty of indemnity hereunder on account of the Contractor's Excluded Conduct shall mean that: 1) in the case of an award after trial, or arbitration with third party claimants, LAVTA has no duty to indemnify Contractor Indemnitees for an award of Exemplary Damages against Contractor Indemnitees or for any compensatory damages awarded in conjunction with an award of Exemplary Damages, or 2) in the case of a negotiated settlement, LAVTA's duty to indemnify the Contractor Indemnitees does not include that portion of any settlement determined by the agreement of LAVTA and the Contractor to have been paid due to the probability that Exemplary Damages would be awarded against the Contractor had the matter been litigated. The term "Exemplary Damages" shall mean those for which there is clear and convincing evidence that the Contractor, its employer or agents have been guilty of oppression, fraud, or malice. For the purposes of this Agreement, the following definitions shall apply:

- a. Malice means conduct which is intended to cause injury to others or despicable conduct which is carried on with a willful and conscious disregard of the rights or safety of others.
- b. Oppression means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.
- c. Fraud means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

In any action where Exemplary Damages are sought or claimed, the Contractor shall be entitled, at its option and at its sole cost and expense, to participate in the defense and to appear on its own behalf, and shall further have the right in any such action to be informed of, and be consulted concerning settlement of such action, provided its consent to any such settlement shall not be required.

In an action where Exemplary Damages are awarded against Contractor Indemnitees after trial or arbitration with third parties, the Contractor will reimburse LAVTA for its reasonable costs of defense (including attorneys' fees). With respect to any settlement of any action in which Exemplary Damages were sought, if it has been determined by agreement of the parties that a portion of the settlement was paid due to the probability that Exemplary Damages would have been awarded had the matter been litigated ("Exemplary Damages Portion"), the Contractor shall reimburse LAVTA pro rata for its reasonable costs of defense (including attorneys' fees) in the same ratio that the Exemplary Damages portion of the settlement bears to the total settlement as determined by the agreement of the parties. Notwithstanding the other provisions of this Agreement, LAVTA shall have no duty to indemnify or defend Contractor Indemnitees for Claims and Damages involving: 1) passengers on vehicles other than vehicles in LAVTA Services; 2) property or equipment being used in service other than LAVTA Services; 3) accidents which arise out of bus or vehicle service of the Contractor or of other entities (other than LAVTA Services); or 4) damages caused to LAVTA-owned vehicles within the bus yards, maintenance shops, satellite parking lots and other LAVTA facilities. The Contractor shall defend, indemnify and hold harmless Owner Indemnitees from any and all claims and damages involving numbered items one through four in the immediately preceding sentence.

Contractor shall indemnify and hold harmless Owner Indemnitees, and each of them, from and against any and all Claims and Damages: 1) arising out of ownership, operation, use, maintenance and/or control of vehicles (excluding paratransit vehicles) and any automobiles registered to or owned by Contractor in the provision of LAVTA Services; 2) arising from Contractor's obligations to its employees under Workers' Compensation and any amendments or successor acts thereto; 3) in excess of the Liability Cap of such Claims and Damages arising from Contractor's operation, maintenance, repair or use of the vehicles and equipment or provision of LAVTA Services pursuant to this Agreement; 4) arising from Contractor's Excluded Conduct in those circumstances which would result in an exception to LAVTA's duty of indemnification on account of Excluded Conduct as specified in Section (c) above; 5) arising out of any release of hazardous materials in, on, about or adjacent to the Contractor's premises caused by an act or omission of the Contractor, its employees, contractors, agents, representatives, or invitees, occurring on or after the effective date of this Agreement; or 6) arising from Contractor's violation of any Federal, State, county and municipal ordinances and regulations applicable to Contractor's work, but only for the portion of such of Claims or Damages attributable to Contractor's violation of such laws or regulations. With respect to those matters referred to above, the Contractor shall also have the duty to defend as well as to indemnify and hold harmless LAVTA.

If any of the provisions herein above to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. The provisions of this subsection shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to provisions outlined in the Insurance Section of this agreement.

28. Labor Protections. LAVTA receives federal mass transit funds, and under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any "project" that LAVTA initiates that uses the federal mass transit money. For covered employees, such

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protections include: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or their job is eliminated; and (d) providing paid training.

No provision of this Agreement will require Contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any "project" as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. Nevertheless, Contractor will be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements (including alleged worsening of their employment conditions), whether made by Contractor's own employees, the employees of its subcontractors, employees of any former contractor of LAVTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of this Agreement or as a result of any increases or reductions in the level of those services thereafter.

Notwithstanding any other provision of this Agreement, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to Contractor or a claim or liability for which Contractor is entitled to indemnification by LAVTA.

- 29. **Merger**. This contract sets forth the entire agreement between the parties with respect to be subject matter thereof, and supersedes and replaces all proposals, negotiations, representations and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the services, including an action in tort.
- 30. Changes in Scope-of-Work. LAVTA may, at any time by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in accordance with Sections of this Agreement. Contract modifications that result in a cost increase of less than \$100,000 can be signed by LAVTA's Executive Director. All other modifications must be approved by the Board of Directors.

In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, Contractor shall so advise LAVTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in

compensation. This notice shall be given to LAVTA prior to the time that Contractor performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive LAVTA approval for extra work prior to performing extra work may result in nonpayment of the invoices reflecting such work, at LAVTA's sole discretion.

- 31. **Conflicting Use**. Contractor shall not use any vehicle, equipment, personnel, or other facilities that are dedicated to LAVTA for performing services under this Agreement, for any use whatsoever other than provided for in this Agreement.
- 32. Liaison. Contractor shall assist and cooperate with LAVTA in meeting the objectives of providing quality public transportation services. Contractor shall perform close liaison activities, coordination and cooperation with LAVTA on matters related to operations, monitoring, reporting and service performance measurements.
- 33. **Failure to Perform**. LAVTA recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of Contractor. However, a properly run service will take steps to reasonably accommodate such circumstances without compromising the safety or reliability of the service.

LAVTA and Contractor will monitor service performance to assure strict adherence to the performance goals set forth in Service Quality Standards Index. If performance is found to be substandard, LAVTA may request, in writing, a mitigation plan from Contractor in order to ensure adequate performance.

Contractor understands that continual substandard performance such as failure to comply with the performance goals set forth in the Service Quality Standards Index are grounds for termination of this Agreement.

34. **Termination**. LAVTA may terminate this Agreement at any time and for any reason by written notice. Upon receiving notice of termination, Contractor shall promptly deliver to LAVTA all materials prepared or obtained in performance of this Agreement and shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by Contractor, LAVTA shall pay Contractor, in accordance with the provisions of Sections 4 and 6, all sums actually due and owing from LAVTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by Consultant to effect such termination. If the Agreement is terminated for default, LAVTA shall pay Contractor for only those services performed and expenses incurred in full

accordance with the terms of this Agreement, up to the effective date of termination.

In the event that Contractor is terminated or is not selected or designated as the LAVTA paratransit contractor beyond the term of this Agreement, Contractor shall be obligated to carry out such Agreement termination and transition activities as may be required by LAVTA to preserve and protect the operational integrity of LAVTA and to help effect a smooth transition to the successor contractor.

During LAVTA's reprocurement of this Agreement and in accordance with California Labor Code Section 1072, Contractor will be required within a reasonable time, to provide to LAVTA the number of employees who are performing services under this Agreement and the wage rates, benefits, and job classifications of those employees. In addition, Contractor shall make this information available to any entity that LAVTA has identified as a bona fide proposer to provide successor services. In the event that the successor contract is awarded to a new contractor, Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor contractor. During the reprocurement period, Contractor will also be required to provide LAVTA, within 10 days of LAVTA's request, copies of all current Contractor labor agreements with crafts represented in LAVTA paratransit service, if any.

- 35. Waivers. Neither LAVTA's review, approval, or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under Agreement or of any cause of action arising out of the performance of the Agreement, and Contractor shall be and remain liable to LAVTA in accordance with applicable law for all damages to LAVTA caused by Contractor negligent act, error or omission in the performance of any of the services furnished under this Agreement. The parties agree that LAVTA shall have the final authority to require the discharge by Contractor of any employee of Contractor. The waiver by LAVTA of any breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of a breach of any other term, condition or agreement herein contained.
- 36. **Interpretation, Jurisdiction, and Venue**. The contract shall be construed and interpreted solely in accordance with the laws of the State of California; venue of any suit, right or cause of action arising under or in connection with this Agreement shall be exclusively in Alameda County, California.
- 37. Severability. If any provision of this Agreement, 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 Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

38. Drug Testing. The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operation administrations, the State Oversight Agency of the State of California, or LAVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to LAVTA's General Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the contractor agrees to provide LAVTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officer's thereunto duly authorized on the day written below.

BY LAVTA this _____ day of _____, 2014.

BY CONTRACTOR the _____ day of ______2014.

CONTRACTOR

By: Alaina Macia

air. Board Diràctors

ATTEST:

By: fordal Vienege

Ву: _ lemah

Paul Matsuoka, Executive Director

APPROVED AS TO FORM:

By: _____ Authority Legal Counsel

ATTEST:

By: forder Current, By:

Paul Matsuoka, Executive Director

APPROVED AS TO FORM:

Ĺ to By:

Authority Legal Counsel

Bond #9147200 Premium: \$12,000.00

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Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

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WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to <u>Medical Transportation, Inc.</u> hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and <u>Fidelity and Deposit Company of Maryland</u>, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, proteot, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and vold; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby walve notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

- Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
- Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this <u>18th</u> day of <u>March</u>, 200<u>14</u>, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation, Inc.

Principal

Address of Surety

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Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

Ву: __

By:

Fidelity and Deposit Company of Maryland

Surety 1400 American Lane, Schaumburg, IL 60196

AAA 0 David Weise, Attorney In Fact

	ACKNOWLEDGMENT
	of California ty of Sacramento)
On	3/18/14
who p subsc his/he persor I certif	nally appeared <u>David Weise</u> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are writed to the within instrument and acknowledged to me that he/she/they executed the same in per/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the n(s), or the entity upon behalf of which the person(s) acted, executed the instrument. fy under PENALTY OF PERJURY under the laws of the State of California that the foregoing raph is true and correct.
WITNI Signat	ESS my hand and official seal. ture Ma J J Mute (Seal)

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ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND SURETY COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Thomas O. McClellan

hie Di Barry

Assistant Secretary Eric D. Barnes

State of Maryland City of Baltimore

On this 17th day of April, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this **18th**lay of **MARCH**, 2014.



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Geoffrey Delisio, Vice President

ACORD. CERTIFICATE OF LIABILITY INSURANCE 9/30/2015						9/2	(MM/DD/YYYY) 23/2014				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
τ 	MPORTANT: If the certificate holder is a he terms and conditions of the policy, c ertificate holder in lieu of such endorser	ertaiı	n poli	DNAL INSURED, the policy(cies may require an endors	ies) mi sement	ust be endors . A statemer	ed. If SUBR	OGATION IS WAIVED, su ificate does not confer r	ibject to ights to f	the	
PRC	DUCER Lockton Companies					ACT				· · · · · · · · · · · · · · · · · · ·	
	Three City Place Drive, Suite 90 St. Louis MO 63141-7081	0			PHON (A/C, N	E No, Ext):		FAX (A/C, N	o):		
	(314) 432-0500				E-MAI ADDR	ËSS:			. <u></u>		
							SURER(S) AFF	ORDING COVERAGE		NAIC #	
					INSUR			Company of Reading, PA		20427	
	JRED Medical Transportation Manager	ment,	Inc.		INSUR	ER B: Nation	al Union Fire	Ins Co Pittsburgh PA		19445	
136	9237 16 Hawk Ridge Dr. Ste 125 Lake St. Louis MO 63367				INSUR	ERC: Comm	erce and Indu	stry Insurance Company		19410	
					INSUR	ERD: AIG S	pecialty Insura	ance Company		26883	
					INSUR	ERE:					
			· · ·		INSUR	ER F :					
<u>CO</u> T	VERAGES MEDTR CEP	RTIFI	CATE	ENUMBER: 12929639				REVISION NUMBER:	XXX	XXXX	
C E	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUC	PERT H PO	AIN, LICIE	THE INSURANCE AFFORDE S. LIMITS SHOWN MAY HA	OF AN			DOCUMENT WITH RESP	DECT TO	MARIJOU TURO	
NSR LTR		ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIM	TS		
Α	X COMMERCIAL GENERAL LIABILITY	Y	Y	5088166038		9/30/2014	9/30/2015	EACH OCCURRENCE		00,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)		00,000	
								MED EXP (Any one person)	\$ 5,00)0	
								PERSONAL & ADV INJURY	\$ 1,00	00,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GÉNERAL AGGREGATE	\$ 2,00	00,000	
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGO	\$ 2,00	00,000	
		<u> </u>							\$		
				NOT APPLICABLE				COMBINED SINGLE LIMIT (Ea accident)		XXXXX	
	ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per person)		XXXXX	
	NON-OWNED							BODILY INJURY (Per accider		XXXXX	
	HIRED AUTOS AUTOS							PROPERTY DAMAGE (Per accident)		XXXXX	
В	X UMBRELLA LIAB X OCCUR	N		014057020	•	0.000			\$		
D	EXCESS LIAB CLAIMS-MADE		N	014957920		9/30/2014	9/30/2015	EACH OCCURRENCE		000,000	
	DED X RETENTION \$0							AGGREGATE		000,000	
С	WORKERS COMPENSATION		Y	51780396		9/30/2014	0/20/2016	X PER OTH		XXXXX	
Ĕ	AND EMPLOYERS' LIABILITY Y/N		I	51780397		9/30/2014	9/30/2015 9/30/2015	X PER STATUTE OTHER E.L. EACH ACCIDENT		00,000	
	(Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		0,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	-T	0.000	
D	Professional Liability	N	N	01-589-40-18		9/30/2014	9/30/2015	\$1,000,000 Each Wrongful	L W	,0,000	
								\$3,000,000 Agg.			
LIA	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability: Claims Made - Retro Date: 7/14/10; \$25,000 Deductible applies per claim. *UMBRELLA EXCLUDES PROFESSIONAL LIABILITY. LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES UNDER GENERAL LIABILITY AND WORKERS' COMPENSATION WHERE PERMISSABLE BY LAW AS REQUIRED BY WRITTEN CONTRACT.										
		F	E	CEIVED							
CE	RTIFICATE HOLDER		<u>C</u>	P2 6 2014	CANC	ELLATION			· · · · · · · · · · · · · · · · · · ·		
Livermore Amador Valley Transit Authority						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	12929639				AUTHO	INIZED KEPRES	DENTATIVE				
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY ATTN: EXECUTIVE DIRECTOR 1362 RUTAN COURT, SUITE 100 LIVERMORE CA 94551								- 0			

ACORD 25 (2014/01)

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ACORD. CERT	IFI	CA	TE OF LIABIL	.ITY	INSUF	RANCE	1/5/2016		(MM/DD/YYYY) /24/2014
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is a the terms and conditions of the policy, c certificate holder in lieu of such endorsen	n AD ertail	DITIC 1 poli	NAL INSURED, the policy(ies) mı sement	ust be endors . A statemen	ed. If SUBR t on this cert	OGATION IS WAIVED, si ificate does not confer r	ubject to rights to t	he
PRODUCER Lockton Companies			······································		ACT		· · · · · · · · · · · · · · · · · · ·	-	
Three City Place Drive, Suite 90 St. Louis MO 63141-7081	0			PHON (A/C, N	ACT E Io, Ext):		AC, N	o):	
(314) 432-0500				E-MAIL ADDRE	ESS:				
							ORDING COVERAGE		NAIC #
INSURED Medical Transportation Manager	nont	Inc		INSURER A : Catlin Specialty Insurance Company 15989					15989
11369754 16 Hawk Ridge Dr. Ste 125	nont	III.0.		INSUR					
Lake St. Louis MO 63367				INSUR					
				INSUR					
				INSUR	ERF:				
COVERAGES MEDTR CER	TIFI	CATE	NUMBER: 12929633	<u> </u>		····	REVISION NUMBER	: XXX	XXXX
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUC	2001 2ERT	KEME AIN	NT, TERM OR CONDITION	OF AN			DOCUMENT WITH RESI	DEOT TO	MARINON CONTRACTOR
INSR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR			NOT APPLICABLE				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		XXXXX XXXXX
							MED EXP (Any one person)	1	XXXXX
							PERSONAL & ADV INJURY		XXXXX
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ XX	XXXXX
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AG	<u>g \$ XX</u>	XXXXX
	Y	N	XAC-93870-0116		1/5/001/5	1/5/001/	COMBINED SINGLE LIMIT	\$	
ANY AUTO	L I	N	AAC-93670-0110		1/5/2015	1/5/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)0,000
ALL OWNED SCHEDULED							BODILY INJURY (Per accide	/ 2222	XXXXX XXXXX
X HIRED AUTOS X NON-OWNED							PROPERTY DAMAGE (Per accident)	1	XXXXX
X 500K SIR							(Per accident)		XXXXX
UMBRELLA LIAB OCCUR		[EACH OCCURRENCE	· · · · · · · · · · · · · · · · · · ·	XXXXX
EXCESS LIAB CLAIMS-MADE						AGGREGATE		XXXXX	
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE				PER OTH STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		NOTAPPLICABLE				E.L. EACH ACCIDENT		XXXXX
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE		XXXXX
DESCRIPTION OF OPERATIONS BEIOW						· · ·	E.L. DISEASE - POLICY LIMIT	<u>s</u> XX	XXXXX
							·		
DESCRIPTION OF OPERATIONS / LOCATIONS / VE	HICL	ES (At	tach ACORD 101, Additional Re	emarks S	Schedule, may t	e attached if n	nore space is required)		
\$500,000 Self Insured Retention applies - \$1 LIVERMORE AMADOR VALLEY TRANS	,500, SIT Å	UUU C UTH	ORITY IS ADDITIONAL]	ess of th INSUR	he retention. E ED UNDER	Excess Hired AUTO LIAB	& Non-Owned Auto Cov	erage only BY WRI1	y. TEN
CONTRACT.	1	Rr	2						1,2/1
		~	CERT						
	,) .	ED						
\$500,000 Self Insured Retention applies - \$1,500,000 combined single limit is excess of the retention. Excess Hired & Non-Owned Auto Coverage only. LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY IS ADDITIONAL INSURED UNDER AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT. DEC 29 CERTIFICATE HOLDER									
			<u>9</u> 2011	CANC					
	'n ₀₁	9. An		CANC	ELLATION		·		
CERTIFICATE HOLDER					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
12929633 AUTHORIZED REPRESE					ENTATIVE				
LIVERMORE AMADOR VALLEY TRA ATTN: EXECUTIVE DIRECTOR 1362 RUTAN COURT, SUITE 100 LIVERMORE CA 94551	NSIT	AUTI	HORITY				- 0		
					<	~	in l		

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved The ACORD name and logo are registered marks of ACORD This bond replaces the current term of Bond No. 9147200 issued to Medical Transportation, Inc. by Fidelity and Deposit Company of Maryland. Bond 106272749 covers the effective date of May 1, 2015 to June 30, 2016.

> Bond #106272749 Term: 5/1/15 to 6/30/16

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinalter designated as "LAVTA," has awarded to <u>Medical Transportation Management, Inc.</u> hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Parairansit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

Travelers Casualty and Surety

NOW, THEREFORE, we, the Principal, and Company of America . 88 8 California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000 , for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and vold; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way effect the obligation of this bond; and Surety does hereby walve notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

- Undertake through its agents or independent contractors, reasonably acceptable to 1. LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
- Reimburse LAVTA for all costs LAVTA Incurs in completing the Contract, and in 2. correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

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Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and sult may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

This bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this <u>1</u> day of <u>May</u> <u>2015</u>, <u>1</u>, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

JACQUELINE HODGE Notary Public - Notary Seal STATE OF MISSOURI Jefferson County My Commission Expires: Jan. 1, 2018 Commission # 14562600

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

Medical Transportation Management, Inc. 16 Hawk Ridge Drive, Lake St. Louis, MO 63367 Principal

By:

Travelers Casualty and Surety Company of America

Surety One Tower Square, Hartford, CT 06183

Address of Surety Bv:

Debra A. Woodard, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT								
State of Catifornia Missouri								
County of								
On <u>May 1, 2015</u> before me, <u>Dana A. Dra</u>	agoy, Notary Public (Here insert name and title of the officer)							
personally appeared Debra A. Woodard, Attorney-in-Fact,								
capacity(ies), and that by his/her/their signature(s) which the person(s) acted, executed the instrument.								
I certify under PENALTY OF PERJURY under the is true and correct.	e laws of the State of California that the foregoing paragraph DANA A. DRAGOY							
WITNESS my hand and official seal.	Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: Sept. 20, 2017 Commission # 13516439							
Signature of Notary Public Dana A. Dragoy, Notary Public ADDITIONAL OP	TIONAL INFORMATION							
DESCRIPTION OF THE ATTACHED DOCUMENT Performance Bond (Title or description of attached document) (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.							
Number of Pages 2 Document Date 5/1/15 Travelers Casualty and Surety Company of America (Additional information)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). 							
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 Print the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/hey;- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document 							

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

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State of <u>Missouri</u> County of <u>St. Louis</u>

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On <u>5/1/2015</u> before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Debra A. Woodard</u> known to be the Attorney-In-Fact of

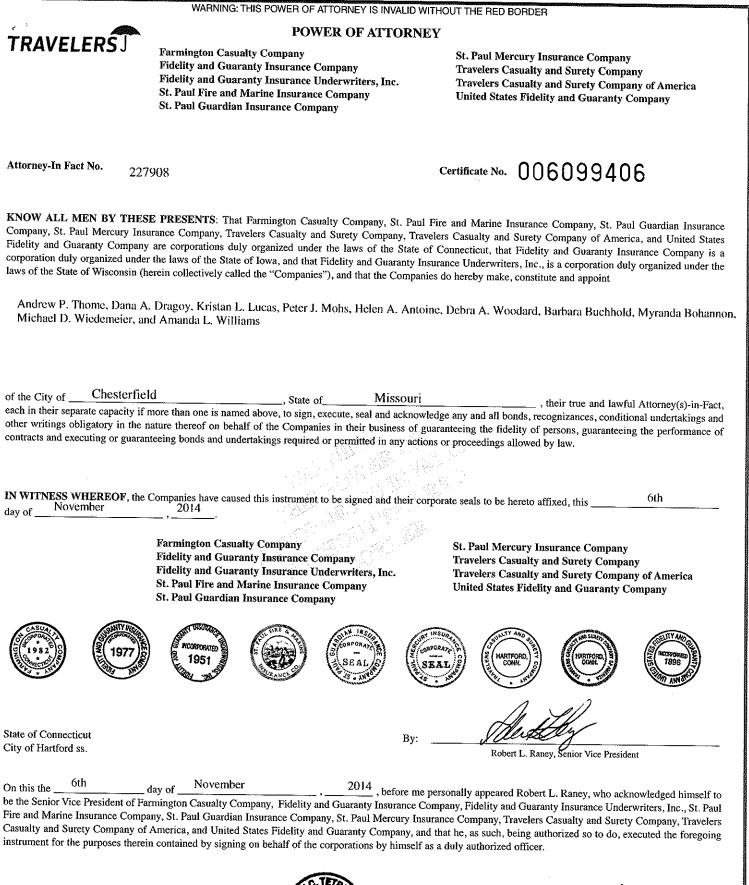
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

	\times	1
	DANA A. DRAGOY	>
	Notary Public - Notary Seat	>
	STATE OF MISSOURI	>
	St. Louis County	>
	My Commission Expires: Sept. 20, 2017	
My Commission Expires	Commission # 13516439	Exant Daging

Dana A. Dragoy, Notary Public



In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



anie C. Jetreau Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ____ 1 15 day of

n E. Hughes, Assistant Secr











To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Renewal Bond Bond #106272749 Term: 5/1/16 to 6/30/17

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to <u>Medical Transportation Management, Inc.</u> hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

 Travelers Casualty and Surety

 NOW, THEREFORE, we, the Principal, and Company of America
 , as a

 California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents,

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby walved, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold hamless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby walve notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

- Undertake through its agents or Independent contractors, reasonably acceptable to LAVTA, to complete the Contract In accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
- Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

2623773.1

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and sult may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others,

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

This bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ______ day of ___May ____2016, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation Management, Inc. 16 Hawk Ridge Drive, Lake St. Louis, MO 63367

Principal

Note: To be signed by Principal and Surety and signature of Individual signing for Surety shall be notarized and evidence of power of attorney attached.

By:

Travelers Casualty and Surety Company of America

Surety One Tower Square, Hartford, CT 06183

Address of Surety By:

Debra A. Woodard, Attorney-in-Fact

State of <u>Missouri</u> County of <u>St. Louis</u>

On <u>May 1, 2016</u> before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Debra A. Woodard</u> known to be the Attorney-In-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

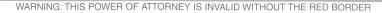
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

DANA A. DRAGOY Notary Public - Notary Seal STATE OF MISSOURI St. Louis County Commission Expires: Sept. 20, 2017 Commission # 13516439 My Commission Expires:

Dan A Jag

Dana A. Dragoy, Notary Public

	A ALL-PURPOSE ACKNOWLEDGMENT
County ofSt. Louis	
On May 1, 2016 before me, Dana A. D	Pragoy, Notary Public (Here insert name and title of the officer)
personally appeared Debra A. Woodard, Attorne	3
the within instrument and acknowledged to me t	idence to be the person(s) whose name(s) is/are subscribed to hat he/she/they executed the same in his/her/their authorized c) on the instrument the person(s), or the entity upon behalf of nt.
I certify under PENALTY OF PERJURY under t is true and correct.	he laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: Sept. 20, 2017 Commission # 13516439
Signature of Notary Public V Dana A. Dragoy, Notary Public	
ADDITIONAL	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT Performance Bond (Title or description of attached document)	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the
(Title or description of attached document continued)	document carefully for proper notarial wording and attach this form if required.
Number of Pages 2 Document Date 5/1/2016	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
Travelers Casualty and Surety Company of America (Additional information)	must also be the same date the acknowledgment is completed.The notary public must print his or her name as it appears within his or her
	 commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a
	 Indicate the capacity claimed by the signet. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document



POWER OF ATTORNEY

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

TRAVELERS

230491

Certificate No. 006648567

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, and Jessica Avery

of the City of <u>Chesterfield</u>, State of <u>Missouri</u>, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

> Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



State of Connecticut City of Hartford ss.

On this the

25th

day of _____February

2016, before me personally appeared Robert L. Raney, who acknowledged himself to

Robert L. Raney, Senior Vice President

be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

By:

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



aris C. Jetreau

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company, Travelers Casualty and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _______, 2016____.

Mar E. Huge

Kevin E. Hughes, Assistant Secretary













To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

AGENDA

ITEM 9

Livermore Amador Valley Transit Authority

STAFF REPORT

SUBJECT:	Letter of Support for the Altamont Corridor Vision Phase 1 being included in FASTER Bay Area Measure
FROM:	Michael Tree, Executive Director
DATE:	September 9, 2019

Action Requested

Authorize the Board Chair to sign a letter of support for inclusion of the Altamont Corridor Vision Phase 1 in FASTER Bay Area measure.

Background/Discussion

The Valley Link rail project includes a 12.5 mile section in the Altamont Corridor that is the former Southern Pacific Railroad right of way, now owned by the County of Alameda. This section was constructed in the 1800s as part of the original Transcontinental Railroad and with its alignment will not allow Valley Link trains to reach high speeds.

The California State Rail Plan envisions a Northern California regional rail vision that features universal infrastructure that allows passenger rail corridors to be shared by services such as ACE and Valley Link. Additionally, the plan foresees faster passenger rail service that provides early connectivity to high speed rail, carrying riders from areas such as Stockton and Merced to Oakland, San Francisco and other Bay Area destinations in less than one hour.

In collaboration with the San Joaquin Regional Rail Commission and the San Joaquin Joint Powers Authority, the Tri-Valley – San Joaquin Valley Regional Rail Authority has engaged in visioning for an Altamont Corridor that would be consistent with the State Rail Plan and provide a Phase 1 to more long term improvements in both San Joaquin County and the Bay Area.

As envisioned, the Altamont Corridor Vision Phase 1 is a \$1.1 billion project and features universal passenger rail infrastructure separate from freight that could be used by Valley Link and ACE that includes a tunnel and other structure that straighten the rail alignment and allow for trains to reach speeds of over 100 mph.

Interest by groups assembling a potential 9-county Bay Area tax measure known as FASTER Bay Area has arisen in regard to the Altamont Corridor Vision Phase 1. Included in their interest to include the Altamont Corridor Vision Phase 1 in FASTER Bay Area is an additional interest to include in the measure the remaining \$600 million in funding needed to construct Valley Link within the I-580 in the Tri-Valley, which would complete funding needed for Valley Link in Alameda County.

Staff seeks to have LAVTA approve a letter of support to have Valley Link and the Altamont Vision be included in FASTER Bay Area.

Financial Impact

None

Recommendation

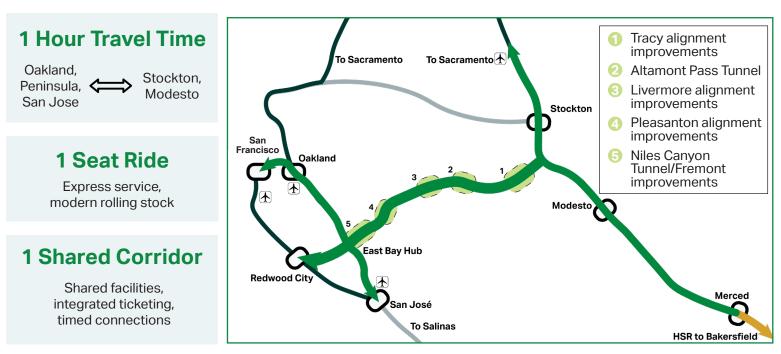
Staff recommends that the Board of Directors authorize the Board Chair to sign a letter of support for inclusion of the Altamont Corridor Vision Phase 1 in FASTER Bay Area measure.

Attachments:

- 1. Fact Sheet
- 2. Aerial showing concept of the universal passenger rail corridor in the Altamont Corridor
- 3. Draft Letter of Support

Submitted:

Attachment 1 Altamont Corridor Vision: Universal Infrastructure, Universal Corridor



What is the Altamont Corridor Vision?

The Altamont Corridor that connects the San Joaquin Valley to the Bay Area is one of the **most heavily travelled**, **most congested**, **and fastest growing** corridors in the Northern California megaregion. The Bay Area Council estimates that **congestion will increase an additional 75%** in coming decades. To achieve state and regional environmental and economic development goals, a robust alternative is needed to provide a sustainable / reliable travel choice and greater connectivity.

The **Altamont Corridor Vision** will provide safe, frequent, and reliable service by modernizing the corridor connecting the Central Valley and San Francisco Bay Area. Consistent with the 2018 State Rail Plan, 2007 MTC Regional Rail Plan, and the Altamont Corridor Rail Project, the **Vision**



provides for shared services, dramatically reduced travel times, one-seat rides, express service, and megaregional connectivity. The proposed universal infrasructure would allow connectivity to and through the HSR initial operating segment at Merced.

Improvements in the Altamont Corridor Vision can be phased based upon the funding that is available. The Near Term/Phase 1 Priority Improvements are the highest priority for the Altamont Corridor Vision implementation. Incremental improvements can bring near-term benefits and help lead to the development of the Altamont Corridor Vision.

Near Term/Phase 1 Priority Improvements

- 2 additional round-trips between SJV and San Jose via Altamont Pass and weekend service (6 daily round trips weekdays)
- Valley Link initiated: Dublin/Pleasanton to North Lathrop (25 daily round trips)
- Altamont Pass Tunnel/Alignment
 Improvements







Mid Term

- 4 more round-trips between SJV and San Jose via Altamont Pass (10 daily round trips weekdays)
- Newark to Alviso improvements

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Connecting People, Housing, a

 Valley Link extended to Stockton (30 daily round trips)

Longer Term/Vision

- 15 minute to ½ hour frequency during peak periods
- Dedicated Track "Universal Corridor"
- One seat ride SJV San Jose/Oakland/SF/ Peninsula

Tri-Valley 🛦 San Joaquin Valley REGIONAL RAIL AUTHORITY

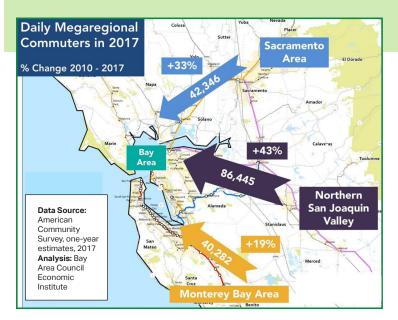


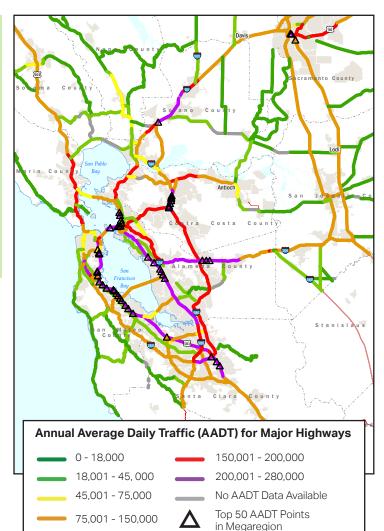


Altamont Corridor Vision

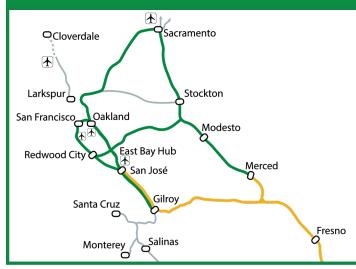
Major Benefits More trains, more often, more quickly

- Phased as funding is available, near-term transformative improvements identified.
- Electrified service
- Reduced congestion
- Improved air quality
- Opportunities for disadvantaged communities
- Promotion of Transit-Oriented Development (TOD)
- Economic development in the San Joaquin Valley
- Enhanced mobility and equitable access to jobs and education





Northern California Regional Rail Vision



One-Seat-Ride

Universal Infrastructure

Improvements allow for new express service overlays, integrated local service, higher frequency, and one-seat-rides across the region

Shared corridors, stations, and maintenance facilities allow for network integration, lower costs, higher riderhsip, and better

Utilization of New Bay Crossings

Investments in new crossings between San Francisco-Oakland and at Dumbarton can be utilized by all markets and services, including high speed rail, express, and local service

Connectivity to High Speed Rail

Early connectivity to high speed rail at Merced provides early access to the Bay Area







efficiency







Altamont Corridor Vision Phase 1



Livermore Amador Valley TRANSIT AUTHORITY



August 15, 2019

Carl Guardino, President and CEO Silicon Valley Leadership Group 2001 Gateway Place, Suite 101E San Jose, CA 95110 Alicia John-Baptiste, President and CEO SPUR 654 Mission Street San Francisco, CA 94105-4015

Jim Wunderman, President and CEO Bay Area Council 353 Sacramento Street, 10th Floor San Francisco CA 94111

RE: Altamont Corridor Vision Phase 1 Improvement Program Inclusion in FASTER Bay Area

Dear Carl, Jim, and Alicia,

The Livermore Amador Valley Transit Authority is pleased to provide this letter to strongly support the inclusion of \$1.9 billion for the Altamont Corridor Vison Phase 1 Improvements Program as part of FASTER Bay Area. It is our understanding the Silicon Valley Leadership Group, Bay Area Council, and SPUR are working in partnership to have FASTER Bay Area on the November 2020 ballot for Bay Area voters.

The Altamont Corridor that connects the San Joaquin Valley to the Bay Area is one of the most heavily traveled, most congested, and fastest growing corridors in the Northern California megaregion. The Bay Area Council estimates that congestion will increase an additional 75% between 2016 and 2040. To achieve state and regional environmental and economic development goals, a robust passenger rail alternative is needed in the Altamont Corridor to increase mobility by providing a sustainable transportation option, provide greater connectivity, and a better quality of life and access to jobs, educational opportunities and health care facilities.

The Altamont Corridor Vision Phase 1 Improvement Program is the result of a partnership between the Tri-Valley – San Joaquin Valley Regional Rail Authority (Valley Link), San Joaquin Regional Rail Commission (Altamont Corridor Express [ACE]), and San Joaquin Joint Powers Authority (San Joaquins). The Bay Area improvements of this Phase 1 Program include \$1.1 billion for the implementation of 8.6-miles of new alignment through the Altamont Pass (between Greenville Road and the San Joaquin County Line) to be used by both ACE and Valley Link services. This new alignment through the Altamont Pass would include a 3.5 mile tunnel and enable speeds up to 125 mph that would decrease train travel times through the Altamont Pass by 11 – 15 minutes. Bay Area Phase 1 improvements also includes \$600 million to fund equipment and the additional infrastructure needed to complete the Valley Link service between Dublin/Pleasanton BART and Livermore. In the near-term, the Tri-Valley – San Joaquin Valley Regional Rail Authority anticipates running 25 Valley Link daily round-trips between Dublin/Pleasanton BART and North Lathrop Transfer Station in San Joaquin County. In addition, Phase 1 also includes \$200 million is included for new ACE equipment and Bay



Area station/alignment improvements for two additional ACE round-trips between the San Joaquin Valley and San Jose.

The Altamont Corridor Vision Phase 1 Improvement Program will provide safe, frequent, and reliable regional rail service by modernizing passenger rail in the Altamont Corridor. The vastly improved infrastructure through the Altamont Pass would be separated from freight, double tracked, grade separated, and enable fast (up to 125 mph maximum speeds), and frequent service. The Altamont Corridor Vision Phase 1 Improvement Program is the first step towards the completion of the Altamont Corridor Vision which is consistent with the 2018 State Rail Plan, 2007 MTC Regional Rail Plan, MTC Resolution 3829 from 2007, and the CHSRA's Altamont Corridor Rail Project.

The Altamont Corridor Phase 1 Improvement Program would:

- Substantially increase regional rail ridership in the Altamont (I-580/I-680) Corridor.
- Reduce the amount of greenhouse gases and air pollution emissions by diverting trips that would have previously been taken by an automobile.
- Reduce congestion on some of the Bay Area's most congested freeways (I-580/I-680 Corridor).
- Promote transit-oriented development throughout the Altamont Corridor.

The transformative Altamont Corridor Vision Phase 1 Improvement Program would have a very positive effect on the Northern California Megaregion's underserved priority and rural communities by providing a convenient and inexpensive alternative to the rising costs of automobile. Connecting these San Joaquin Valley communities to the Bay Area's large economic centers would increase safe and affordable transportation options between these communities. The Vision would also foster more compact and sustainable growth, providing access to affordable housing and a chance to rebalance the job centers equitably.

We are pleased to provide this letter of strong support of the Altamont Corridor Vision Phase 1 Improvement Program to be included as part of FASTER Bay Area to help move the Bay Area and the Northern California Megaregion forward.

Sincerely,

David Haubert Chairman of the Board AGENDA

ITEM 10

EXECUTIVE DIRECTOR'S REPORT

September 2019

Updates

Start of School Year

• The Pleasanton Unified School District (PUSD) started classes on Monday August 12 and the Dublin Unified School District (DUSD) started the next day. Routes serving both districts have seen significant ridership increases compared to last year. Over the first week, ridership on these routes increased by 32% over last year, which equates to approximately 2,000 additional passengers. We have had to add two additional buses to our morning service and four additional buses to our afternoon service to handle the additional passengers.

About half of the increase on PUSD service is attributable to the two routes serving Amador Valley High School, where construction on the student parking lot has helped spur additional demand. The earlier morning and later afternoon trips on the Routes 605 and 611, which are being paid for by PUSD, have seen very little ridership. As a result of the increases to our regularly scheduled departures at AVHS, we have had to add one additional bus to each route for the afternoon takeaway.

The Livermore Valley Joint Unified School District started class on Monday August 19, as did Las Positas College. Our total systemwide ridership on that day was 8,031, which is 11.4% higher than the equivalent day in 2018. Monday also marked the first time that LAVTA's systemwide ridership has topped the 8,000 mark since October 27, 2011.

National Marketing Award

• As you may remember, our Marketing staff was recognized by the American Public Transportation Association (APTA) with four First Place AdWheel Awards earlier this year. After a second round of judging, we have been notified that one of our entries was selected as a Grand Award winner in the small transit system category. The winning entry was for our partnership with the Las Positas College student government and administration to pass the Student Mobility Fee, which serves as a sustainable funding source for the student transit pass program at the school. The award will be presented at the Celebration of Excellence Awards Breakfast at the APTA Annual Meeting in New York in October.

Studies

• The contract with AECOM for the Tri-Valley Hub Network Integration Study has been executed and the study will begin in the near future. That study is funded by Caltrans and was part of the grant award for the construction of the new parking garage at the Dublin/Pleasanton BART Station.

Work on the Short Range & Long Range Transit Plans will also begin soon. Nelson\Nygaard will be completing that study. The Short Range Transit Plan (SRTP) has a 5 year horizon while the Long Range Transit Plan has a 20 year horizon. The scope of both plans include

opportunities for input by the LAVTA Board and the general public. The consultant will also review current operations and make recommendations for improvements to routes, schedules and running times to better serve our passengers.

Dublin Parking Garage

• Staff is working with Caltrans to receive the full \$20M in design and construction allocations at the October California Transportation Commission (CTC) meeting. Meanwhile, staff is finalizing the funding agreement between LAVTA and Alameda County GSA for use of TIRCP funds for potential approval by the Board October 9. Design activities to complete the design-build bid package for advertisement this winter should commence fairly quickly once TIRCP funding starts flowing and the LAVTA/GSA funding agreement is executed.

Pleasanton BRT

- Kimley-Horn is still working out details regarding the solar equipment and real-time signs with Tolar (shelter design firm) in order to complete the 100% design package (ready-to-advertise). Once complete and delivered, staff will send the draft IFB package to ACTC for review concerning their Local Business Contract Equity program requirements, and to legal for review. Current construction contract award target = November
- Once 100% final designs are complete staff will begin procurement of equipment for the project (shelters, RT signs, flag signs, waste receptacles, bike racks). Those needing Board approval would be targeting October meeting at earliest.

TSP Upgrade

• Legal signed off on the Master Services Agreement for the equipment purchase approved by the Board in July. LAVTA is finalizing the required procurement documents to issue the P.O. Lead time is expected to be ~8-12 weeks on equipment. 100% design package for field elements installation is ready for advertisement later as soon as next week. Before that hits the street staff hopes to obtain clarification from the three cities regarding operation of the systems and how to formalize our arrangements, whether by an encroachment agreement, MOU, or other mechanism. TPI improvements with the City of Dublin completed in 2017. Current target for Board approval of construction contract would be November.

Shared Autonomous Vehicle (SAV) Project

• The SAV Project is continuing to move forward. Staff and legal have negotiated a tentative termination of the contract with GoMentum and are reviewing the final agreement language. The contract with Transdev has been approved by the Board and we are in the process of getting the final signatures to execute the agreement. Staff continues to work with BART on the parking/charging facility. However, we have also created a contingency plan to transport the vehicle to the testing grounds if necessary as the facility installation project continues with BART. Staff has been working closely with NHTSA (National Highway Transportation Safety Administration) for the reassignment of the letter authorizing testing to LAVTA as the named Authority. NHTSA has stated that they are doing the final review and we should get the letter soon.

Additionally, staff and Cityways, a subsidiary of Transdev partnered in the application for a FTA grant for Integrated Mobility Innovation. The grant was released for public/private partnerships to create innovative projects in public transportation. Staff and Cityway submitted the grant application to create a travel planning application that would encompass all of our modes of transportation, including our bus system, TNC partnership and SAV. The app would also integrate with BART and neighboring transit authorities so individuals could choose how

they wanted to travel in the Tri-Valley and understand the cost and time of the travel. Cityway agreed to fund the 20% match. If selected, LAVTA and Cityway would create one of the most innovative mobility on demand applications in the country.

Valley Link Rail Project

• Staff continues to provide administrative support for the Valley Link project. During the summer months staff delivered the draft Feasibility Report to the Board and is currently in the process of reviewing more than 170 comments for consideration in the final Feasibility Report to be considered by the Board at the latest in October. Staff also continues the development of the environmental work, with the draft EIR expected complete in October for public comment. Staff also is engaged in incorporating the Altamont Vision Phase 1, which includes fully funding Valley Link in Alameda County, into FASTER Bay Area. The expenditure plan for FASTER will be completed by the end of year and the legislature will consider in the spring of 2020 before it goes to voters in November of 2020.

Attachments:

- 1. Board Statistics June 2019
- 2. Board Statistics July 2019
- 3. FY19 Upcoming Items

Attachment 1

Monthly Summary Statistics for Wheels June 2019

	JI	ine 2019				
	FIX	ED ROUTE				
	Ju	ne 2019		% change	e from one ye	ar ago
Total Ridership FY 2019 To Date	1,6	0.8%				
Total Ridership For Month	1'	-7.7%				
Fully Allocated Cost per Passenger	\$9.69			4.1%		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Average Daily Ridership	4,874	1,714	1,397	-4.7%	-8 .1%	-4.3%
Passengers Per Hour	11.6	10.5	8.5	-5.1%	-8.0%	-4.9%
	June 201	9		% chan	ge from last n	nonth
On Time Performance	85.1%				0.4%	



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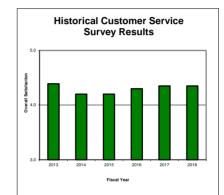
2014

2015

2016

Fiscal Year

2017

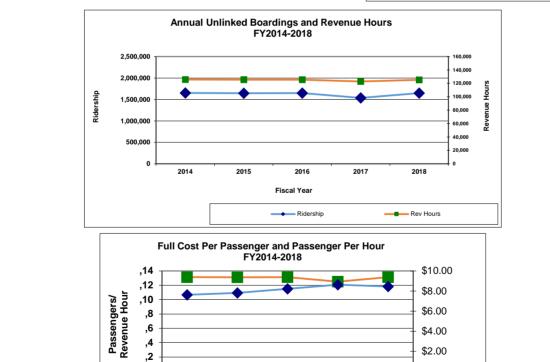


\$2.00

\$0.00

2018

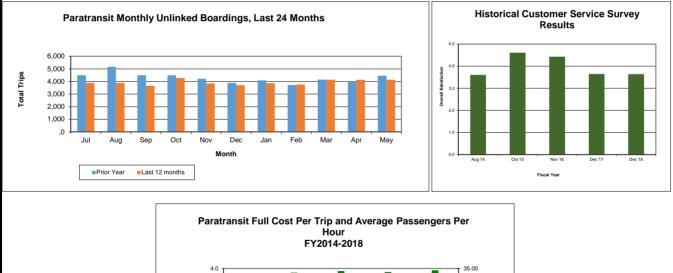
----- Cost/pax



Monthly Summary Statistics for Wheels

	Jun	June 2019							
	PARA	PARATRANSIT							
General Statistics	June 2019	% Change from last year	Year to Date						
Total Monthly Passengers	3,738	-4.6%	47,058						
Average Passengers Per Hour	1.20	-14.3%							
On Time Performance	92%	-1.5%							
Cost per Trip	\$33.82	2.0%							
Number of Paratransit Assessments	19	11.8%	309						
Calls Answered in <1 Minute	73%	-8.3%							

Missed Services Summary	June 2019	Year to Date
1st Sanction - Phone Call	2	21
2nd Sanction - Written Letter	0	1
3rd Sanction - 15 Day Suspension	0	0
4th Sanction - 30 Day Suspension	0	0
5th Sanction - 60 Day Suspension	0	0
6th Sanction - 90 Day Suspension	0	0





Monthly Summary Statistics for Wheels June 2019

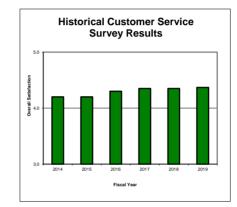
		June 201	9					
		SA	FETY					
ACCIDENT DATA		June 2019				Fiscal Yea	ar to Date	
ACCIDENT DATA		Fixed Route Paratra		aratransit Fixed Route		Para	transit	
Total	4		2		28		4	
Preventable	3		1		17		2	
Non-Preventable	1		1		11		2	
Physical Damage								
Major	0		0		0		0	
Minor	4		2		28		3	
Bodily Injury								
Yes	0		0		3		1	
No	4		2		21		3	
MONTHLY CLAIMS ACTIVITY		Totals						
Amount Paid								
This Month		\$5,033.20						
To Date This Fiscal Year		\$41,787.23						
Budget		\$100,000.00						
% Expended		42%						
			•					
		CUSTOMER SERVIC	E - ADMINI	STRATION				
CATEGORY		Number of Reques						
CATEGORY		June 2019	Year 1	o Date				
Praise		0		5				
Bus Stop		1	1	6				
Incident		1		2				
Trip Planning		0	1	4				
Fares/Tickets/Passes		0		9				
Route/Schedule Planning		0	1	6				
Marketing/Website		0		2				
ADA		0		4				
TOTAL		2	Ę	58				
		CUSTOMER SERV	ICE - OPER	RATIONS				
		FIXED ROUTE				PARATI	RANSIT	
CATEGORY	VALID	NOT VALID		VALID YEAR TO DATE	VALID	NOT VALID	UNABLE TO VALIDATE	VALID YEAF TO DATE
Praise	0	0	0	5	0	0	0	1
Safety	3	1	1	16	0	1	0	2
Driver/Dispatch Courtesy	1	0	0	12	1	0	0	3
Early	3	0	0	11	0	0	0	1
Late	0	1	0	28	1	0	0	10
No Show	0	0	0	10	0	0	0	4
ncident	0	1	0	6	0	0	0	2
Driver/Dispatch Training	0	0	0	5	0	0	0	20
Vaintenance	0	0	0	0	0	0	0	0
Bypass	2	4	0	32	0	0	0	0
TOTAL	9	7	1	125	2	1	0	43
Valid Complaints				123	-			75
Per 10,000 riders		0.80						
Per 1,000 riders Per 1,000 riders		0.00				0.9	= 4	
Dor 1 000 ridoro								

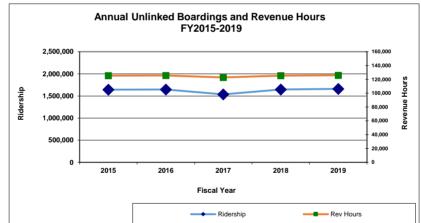
Attachment 2

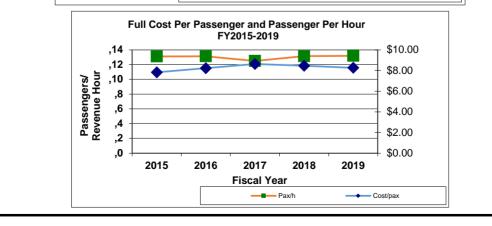
Monthly Summary Statistics for Wheels July 2019

		July 2013				
	FD	KED ROUT				
	J	uly 2019		% chang	e from one ye	ar ago
Total Ridership FY 2019 To Date		8.4%				
Total Ridership For Month	121,259			8.4%		
Fully Allocated Cost per Passenger	\$9.52			-6.9%		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Average Daily Ridership	4,849	1,756	1,512	6.6%	-3.3%	-0.3%
Passengers Per Hour	11.7	10.6	9.5	6.3%	-7.1%	0.9%
	July 20	19		% chan	ge from last r	nonth
On Time Performance	85.8%	þ			0.8%	





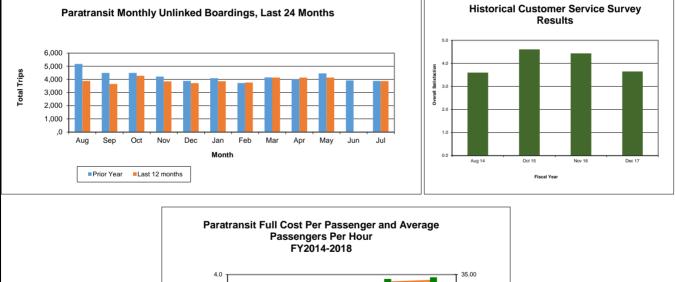


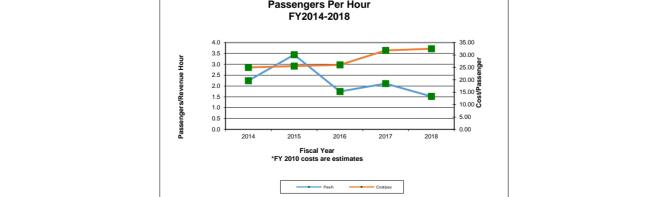


Monthly Summary Statistics for Wheels

July 2019								
PARATRANSIT								
General Statistics	July 2019	% Change from last year	Tear to					
Total Monthly Passengers	3,873	-0.2%	3,873					
Average Passengers Per Hour	1.20	0.0%	1					
On Time Performance	90.1%	-2.7%	1					
Cost per Trip	\$34.50	4.0%	35					
Number of Paratransit Assessments	22	-59.3%	22					
Calls Answered in <1 Minute	83.76%	11.7%	1					

Missed Services Summary	July 2019	Year to Date
1st Sanction - Phone Call	2	2
2nd Sanction - Written Letter	0	0
3rd Sanction - 15 Day Suspension	0	0
4th Sanction - 30 Day Suspension	0	0
5th Sanction - 60 Day Suspension	0	0
6th Sanction - 90 Day Suspension	0	0





Monthly Summary Statistics for Wheels

		SAFETY				_	
	xed Route	-	ransit		oute		transit
					-		
0		0		0		0	
- 1						-	1
					-		
1		0		1		0	
				<u>^</u>			1
					-		
1		0		1		0	
	Tatala	1					
	lotais	-					
	¢0.440.00	4					
		4					
	\$3,118.39	4					
	¢400.000.00	4					
	•	-					
	3%	J					
			INISTRATIO	N			
	July 2019	Year T	o Date				
			-				
	0		0				
			ERATIONS		DADAT		
VALID	NOT VALID	UNABLE TO		VALID	NOT VALID	UNABLE TO	VALID YEAR TO DATE
3	0			0	0		0
							0
							2
							0
							2
							0
							1
							0
							0
							0
							5
		· ·					. <u> </u>
Valid Complaints Per 10,000 riders 1.73							
	1.73						
		Fixed Route 1 0 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2 0 0 1 2 0 1 2 0 1 2 0 1 2 0 1 1 1 1 1 <tr< td=""><td>1 0 0 0 0 0 0 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 1 0 1 0 1 0 1 100,000.00 33,118.39 3,118.39 \$100,000.00 3% 1 1 0 3% 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 0</td><td>Fixed Route Paratransit 1 0 0 0 0 0 0 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 100,000.00 0 3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 <td< td=""><td>Fixed Route Paratransit Fixed R 1 0 1 0 0 1 0 0 0 0 0 0 1 0 0 0 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 1 1 0 0 1 0 1 1 0 0 1 33,118.39 33,118.39 \$100,000.00 3% 0 3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td><td>Fixed Route Paratransit Fixed Route 1 0 1 1 0 0 1 1 0 0 0 0 0 0 0 0 1 1 0 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 <t< td=""><td>Fixed Route Paratransit Fixed Route Paratransit 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td></t<></td></td<></td></tr<>	1 0 0 0 0 0 0 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 1 0 1 0 1 0 1 100,000.00 33,118.39 3,118.39 \$100,000.00 3% 1 1 0 3% 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 0	Fixed Route Paratransit 1 0 0 0 0 0 0 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 0 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 100,000.00 0 3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 <td< td=""><td>Fixed Route Paratransit Fixed R 1 0 1 0 0 1 0 0 0 0 0 0 1 0 0 0 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 1 1 0 0 1 0 1 1 0 0 1 33,118.39 33,118.39 \$100,000.00 3% 0 3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td><td>Fixed Route Paratransit Fixed Route 1 0 1 1 0 0 1 1 0 0 0 0 0 0 0 0 1 1 0 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 <t< td=""><td>Fixed Route Paratransit Fixed Route Paratransit 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td></t<></td></td<>	Fixed Route Paratransit Fixed R 1 0 1 0 0 1 0 0 0 0 0 0 1 0 0 0 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 0 1 0 1 1 0 0 1 0 1 1 0 0 1 33,118.39 33,118.39 \$100,000.00 3% 0 3 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Fixed Route Paratransit Fixed Route 1 0 1 1 0 0 1 1 0 0 0 0 0 0 0 0 1 1 0 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 <t< td=""><td>Fixed Route Paratransit Fixed Route Paratransit 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td></t<>	Fixed Route Paratransit Fixed Route Paratransit 1 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Attachment 3

LAVTA COMMITTEE ITEMS - September 2019 - January 2020

Finance & Administration Committee

September Minutes Treasurers Report Personnel Policy	Action X X X	Info
October Minutes Treasurers Report CAFR	Action X X X	Info
November Minutes Treasurers Report	Action X X	Info
December Minutes Treasurers Report Legislative Program *Typically December committee meetings are cancelled	Action X X X	
January Minutes Treasurers Report	Action X X	Info

LAVTA COMMITTEE ITEMS - September 2019 - January 2020

Projects & Services Committee

September Minutes Draft Winter Service Changes Passenger Surveys Marketing Work Plan DAR Customer Satisfaction Survey Quarterly Operations Report	Action X X	Info X X X X
October Minutes Winter Service Changes (effective February)	Action X	Info
November Minutes Quarterly Operations Report Transit Signal Priority GPS Upgrade (Construction)	Action X X	Info X
December Minutes *Typically December committee meetings are cancelled	Action X	Info
January Minutes DAR Customer Satisfaction Survey	Action X	Info X