

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

**BOARD OF DIRECTORS MEETING AGENDA**

**June 1, 2020**

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*Agenda Questions: Please call the Executive Director at (925) 455-7564 or send an email to [frontdesk@lavta.org](mailto:frontdesk@lavta.org)*

*Documents received after publication of the Agenda and considered by the Board of Directors in its deliberation will be available for inspection only via electronic document transfer, due to the COVID-19 outbreak. See the COVID-19 provisions outlined below. Please call or email the Executive Director during normal business hours if you require access to any such documents.*

**TELECONFERENCE**

**June 1, 2020 – 4:00 PM**

**CORONAVIRUS DISEASE (COVID-19) ADVISORY  
AND MEETING PROCEDURE**

On March 16, 2020, the Health Officer of Alameda County issued an Order that has been continued through May 31, 2020, that directed that all individuals living in the county to shelter at their place of residence except that they may leave to provide or receive certain essential services or engage in certain essential activities and work for essential businesses and governmental services.

Under the Governor's Executive Order N-29-20, this meeting may utilize teleconferencing. As a precaution to protect the health and safety of staff, officials, and the general public. Councilmembers will not be physically in attendance, but will be available via video conference.

The administrative office of Livermore Amador Valley Transit Authority (LAVTA) is currently closed to the public and will remain closed for the duration of the Board of Directors (BOD) meeting. Consequently, there will be no physical location for members of the public to participate in the meeting. We encourage members of the public to shelter in place and access the meeting online using the web-video communication application, Zoom. Zoom participants will have the opportunity to speak during Public Comment.

If you are submitting public comment via email, please do so by 1:00 p.m. on Monday, June 1, 2020 to [frontdesk@lavta.org](mailto:frontdesk@lavta.org). Please include "Public Comment 6/1/2020" and the agenda item in the subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

This Board of Directors meeting will be conducted on the web-video communication platform, Zoom. In order to view and/or participate in this meeting, members of the public will need to download Zoom from its website, [www.zoom.us](http://www.zoom.us).

It is recommended that anyone wishing to participate in the meeting complete the download process before the start of the meeting.

There will be zero tolerance for any person addressing the Board making profane, offensive and disruptive remarks, or engaging in loud, boisterous, or other disorderly conduct, that disrupts the orderly conduct of the public meeting.

**How to listen and view meeting video:**

- From a PC, Mac, iPad, iPhone or Android device click the link below:  
<https://zoom.us/j/86715841855>  
Password: **BOD1362Mtg**
- To supplement a PC, Mac, tablet or device without audio, please also join by phone:  
Dial: 1 (669) 900-6833  
Webinar ID: 867 1584 1855  
Password: 761222

*To comment by video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.*

- Livestream online at: [Livermore Amador Valley Transit Authority YouTube Channel](#)

*No option to make Public Comment on YouTube live stream.*

**How to listen only to the meeting:**

- For audio access to the meeting by telephone, use the dial-in information below:  
Dial: 1 (669) 900-6833  
Webinar ID: 867 1584 1855  
Password: 761222

*Please note to submit public comment via telephone dial \*9 on your dial pad. The meeting’s host will be informed that you would like to speak. If you are chosen, you will be notified that your request has been approved and you will be allowed to speak. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.*

**To submit written comments:**

- Provide public written comments prior to the meeting by email, to [frontdesk@lavta.org](mailto:frontdesk@lavta.org)

If you are submitting public comment via email, please do so by 1:00 p.m. on Monday, June 1, 2020 to [frontdesk@lavta.org](mailto:frontdesk@lavta.org). Please include “Public Comment 6/1/2020” and the agenda item to which your comment applies in the subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

**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. March Tri-Valley Accessible Advisory Committee Minutes**

**5. Consent Agenda**

**Recommend approval of all items on Consent Agenda as follows:**

**A. Minutes of the May 4, 2020 Board of Directors meeting.**

**B. Treasurer's Report for April 2020**

**Recommendation:** Staff recommends that the Board of Directors approve the April 2020 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)**

**Recommendation:** Staff recommends that the Board of Directors adopt the attached Resolution 12-2020 reauthorizing investment of LAVTA monies in LAIF.

**D. TAAC Recruitment for Terms Starting FY 2020/2021**

**Recommendation:** Ratify the appointments for the Tri-Valley Accessible Advisory Committee for two-year terms starting on July 1, 2020.

**E. Funding Agreement with Alameda County for Construction of Dublin/Pleasanton BART Parking Garage**

**Recommendation:** Staff recommends the Board of Directors approve Resolution 13-2020, authorizing the Executive Director to execute a Funding Agreement with Alameda County to pass through Transit and Intercity Rail Capital Program funds for the construction of a new, multi-level parking structure at the Dublin/Pleasanton BART

station on County-owned land.

**F. Trapeze Maintenance Agreement**

**Recommendation:** Staff recommends that the Board of Directors approve, and authorize the Executive Director to enter into contract with Trapeze Software Group, Inc for the purpose of a maintenance agreement for the term of 5 years beginning July 1, 2020.

**6. Executive Director's Report**

**7. 2020 Audit of LAVTA's Financial Statements**

**Recommendation:** Staff requests that the Board of Directors approve the revised Capital Budget for FY2021.

**8. FY2021 LAVTA Service Scenarios**

**Recommendation:** None. Information item only.

**9. Update on FY 2021 Operating and Capital Budget**

**Recommendation:** Staff requests that the Board of Directors approve the revised Capital Budget for FY2021.

**10. LAVTA Annual Salary Band Review**

**Recommendation:** Staff recommends approval of the attached Resolution 15-2020 adjusting the salary bands for LAVTA positions.

**11. Resolution in Support of Allocation Request for FY 17-18 Funding through the State Low Carbon Transit Operations Program (LCTOP)**

**Recommendation:** Staff recommends the Board of Directors approve Resolution 17-2020 in support of an LCTOP allocation request to Caltrans for the Fare Free Rides program. This resolution is required to request allocations for this funding from Caltrans.

**12. Bus Exterior Advertising Contract – Amend Option Year 1 Terms**

**Recommendation:** Approve an amendment to the first option year of our contract with Lamar Transit Advertising for the sale and installation of exterior bus advertising to remove the minimum annual guarantee and maintain the 50 percent split of net sales.

**13. Election of LAVTA Chair and Vice Chair**

**Recommendation:** Nominate and elect a LAVTA Board Chair and Vice Chair for FY21 in accordance with the agency's bylaws.

**14. Matters Initiated by the Board of Directors**

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



**15. Next Meeting Date is Scheduled for: July 6, 2020**

**16. 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

5/29/2020

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: [frontdesk@lavta.org](mailto:frontdesk@lavta.org)*

# **AGENDA**

## **ITEM 4**

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

**Tri-Valley Accessible Advisory Committee**

**DATE:** Wednesday, March 4<sup>th</sup>, 2020

**PLACE:** **Pleasanton Senior Center**  
5353 Sunol Blvd., Pleasanton, CA 94566

**TIME:** 3:30 p.m.

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**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
Carmen Rivera-Hendrickson	City of Pleasanton
Sue Tuite	City of Pleasanton
Jeffrey Jacobsen	City of Pleasanton – Alternate
Herb Hastings	County of Alameda
David Weir	County of Alameda – Alternate
Amy Mauldin	Social Services Member
Esther Waltz	PAPCO Representative

**Staff Present:**

Jonathan Steketee	LAVTA
Kadri Kulm	LAVTA
Christian Pereira	MV Transit
Clifton Crabtree	MTM

**Public:**

**2. Roll Call**

**3. Approval of Agenda and Modifications in necessary**

Costello/Waltz

**4. 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)**

None.

**5. Minutes of the January 8, 2020 meetings of the Committee**

Approved with an adjustment in attendance section, added Shawn Costello.  
Waltz/Costello

**6. GoDublin Program**

Staff updated the committee on the GoDublin program and talked about the potential expansion of the program to rest of the Tri-Valley. Members were in favor of the expansion. The program is meant to be 'first mile, last mile' solution and people need to use the shared ride option.

**7. TAAC Recruitment**

Members reviewed the two applications received for the Dublin Alternate and Livermore Alternate positions. Recruitment has also started for 2-year terms starting on July 1, 2020. The applications are due on April 13, 2020.

**8. LAVTA's Annual Paratransit Plan Submission to ACTC for Measure B and BB Funding**

The committee reviewed the application LAVTA recently submitted to ACTC for the Measure B and BB funds for FY20/21, which is projected to be \$579,215.

**9. Updated Para-Taxi Brochure**

Staff presented the committee with the new Para-Taxi brochure, which has updated information as well as design.

**10. Free Fares Transit Programs**

Staff briefed the committee on the movement towards free fares transit and a few opportunities to better understand the benefits and disadvantages of a fare free environment on the Wheels system. The committee authorized the Chair to submit a letter of support to the Board of Directors.

**11. PAPCO Report**

Esther Waltz updated the committee on the recent PAPCO/ParaTAC joint meeting, which was a mini conference featuring expert panel presentations on TNC partnership experiences, including LAVTA's GoDublin program.

**12. Fixed Route, Dial-A-Ride, & Agency Updates**

Staff updated the committee on various LAVTA projects, including the Las Positas College Student Transit Pass program, Tri-Valley Hub Network Integration study, Short Range Transit Plan, Shared Autonomous Vehicle project, and others.

**13. Adjournment**

Meeting adjourned at 5:00 pm

## **AGENDA**

### **ITEM 5A**

## **MINUTES OF THE MAY 4, 2020 LAVTA BOARD MEETING AGENDA**

### **1. Call to Order and Pledge of Allegiance**

Meeting was called to order by Board Chair David Haubert at 4:02pm

### **2. Roll Call of Members**

#### **Members Present**

David Haubert – City of Dublin

Melissa Hernandez – City of Dublin (arrived at 4:03pm)

Scott Haggerty – County of Alameda

Jerry Pentin – City of Pleasanton

Karla Brown – City of Pleasanton

Bob Woerner – City of Livermore

Bob Coomber – City of Livermore

### **3. Meeting Open to Public**

No comments.

### **4. Consent Agenda**

**Recommend approval of all items on Consent Agenda as follows:**

**A. Minutes of the March 2, 2020 Board of Directors meeting.**

**B. Treasurer's Report for February 2020 and March 2020**

The Board of Directors approved the February 2020 and March 2020 Treasurer's Report.

**C. Approval of Resolutions Authorizing Staff to Apply for TDA, STA, and RM2 funds for Fiscal Year 2020-2021.**

The Board of Directors approved the attached resolutions authorizing the filing of a claim with MTC for Allocation of TDA Article 4.0, 4.5, STA, and RM2 Funds for Fiscal Year 2020-2021.

**D. Resolution in Support of Allocation Request for FY 19-20 Funding through the State Low Carbon Transit Operations Program (LCTOP)**

The Board of Directors approved Resolution 11-2020 in support of an LCTOP allocation request to Caltrans for the future purchase of four zero-emission battery-electric replacement buses and related support infrastructure in FY 2022. This resolution is required to request allocations for this funding from Caltrans.

Chair David Haubert requested a roll call vote.

Approved: Haubert/Woerner

Aye: Woerner, Brown, Haubert, Hernandez, Pentin, Coomber, Haggerty

No: None  
Abstain: None  
Absent: None

## **5. LAVTA's Operating & Capital Budget for FY 2021**

Staff provided LAVTA's Operating & Capital Budget for Fiscal Year (FY) 2021 to the Board of Directors. Staff informed that the budget for FY 2021 is based on running the same number of revenue hours in FY 2020. The budget reflects a 1.9% increase in expenses and a decrease of 15% in tax based revenues. Staff noted that a budget revision will come back to the Board in the near future. LAVTA is asking the budget to be approved, so our agency can move forward with requesting our revenues for FY 2021 to unsure that we don't have issues with cash flow. Staff explained that as more information is known regarding the impacts of COVID-19 on the economy for next and future fiscal years staff will bring expected changes in revenues and changes in expenditures to match those revenues. Staff plans to look at each budget line item to determine how they will be impacted by the changes in service levels and will look at staffing levels and configuration to determine best options given the new economic situation.

The item was discussed by the Board of Directors and staff. Director Scott Haggerty warned staff that as MTC moves forward with the second tranche of CARES Act funding they will look at what agencies have done to help themselves out for example Saturday service and cutting cost within the organization.

The Board of Directors approved the Operating and Capital Budget for FY 2021.

Chair David Haubert requested a roll call vote.

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

## **6. Executive Director's Report**

Executive Director Michael Tree informed the Board of Directors that on Friday, May 1, 2020 LAVTA was under the impression Transportation Sales Tax funds would decrease approximately 15% going into FY 2021, but the newest update received is approximately a 30% decrease. The bridge toll funds will be approximately a 40% decrease. Executive Director Michael Tree stated at the next Board of Director meeting they will look at different budgets based on different scenarios. Executive Director Michael Tree pointed out that our bus system seems to have stabilized and LAVTA is handing masks to patrons boarding the bus that don't have one. Executive Director Michael Tree noted that staff continues to work on capital projects and provided a brief review. Executive Director Michael Tree highlighted the Wheels bus stop sign project, Dublin Parking Garage project, and Shared Autonomous Vehicle (SAV) project. Executive Director Michael Tree introduced Director of Operations and Innovation Toan Tran to the Board of Directors. Executive Director Michael Tree advised the Board of Directors they will receive a confidential memo from Legal Counsel Michael Conneran regarding an incident reported to the Board on April 13, 2020 regarding an Operator and passenger conflict with a discharge of a weapon. Executive Director Michael Tree notified the Board that currently



Wheels buses are operating on a Saturday schedule and LAVTA is looking to further decrease the service, but there are concerns about the Rapid frequency going from thirty minutes to one hour with adequate social distancing.

The item was discussed by the Board of Directors and staff. Director Karla Brown notified staff that the Pleasanton City Manager will reach out to LAVTA to start work on the TSP Project and Santa Rita shelters. Board Members inquired about ridership numbers, routes with few passengers, and LAVTAs approach to dealing with these issues. Staff explained that most of our routes have one bus on them currently and if LAVTA cuts service we would have zero buses. If LAVTA adds one bus then service would go from half hour to hourly. Chair David Haubert inquired how much LAVTA saves by reducing service more than we already have. Staff stated that in the short term fuel cost is about the only thing LAVTA would save. Vice Chair Bob Woerner inquired about the increase of calls to the police department for incident assistance. Staff informed that LAVTA has called the police regarding passengers that are unruly or refusing to exit the bus and these types of calls have decreased now that LAVTA is monitoring these issues.

**7. Matters Initiated by the Board of Directors**

None.

**8. Next Meeting Date is Scheduled for: June 1, 2020**

**9. Adjournment**

Meeting adjourned at 4:24pm.

## **AGENDA**

### **ITEM 5B**

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for April 2020

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2020

**Action Requested**

Approve the LAVTA Treasurer's Report for April 2020.

**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 April 1, 2020	\$8,099,081.91
Payments made	\$1,764,390.75
Deposits made	\$975,546.25
Transfer from Fare Box	\$300,000.00
Ending balance April 30, 2020	\$7,610,237.41

***Farebox account activity (106):***

Beginning balance April 1, 2020	\$284,136.70
Deposits made	\$91,618.64
Transfer to General Checking	\$300,000.00
Ending balance April 30, 2020	\$75,755.34

***LAIF investment account activity (135):***

Beginning balance April 1, 2020	\$5,902,534.47
Q3FY21 Interest	\$29,706.53
Ending balance April 30, 2020	\$5,932,241.00

***Operating Expenditures Summary:***

As this is the tenth 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 83%. The agency is at 70% overall.

***Operating Revenues Summary:***

While expenses are at 70%, revenues are at 89.5%, allowing for a healthy cash flow.

**Recommendation**

Staff recommends that the Board of Directors approve the April 2020 Treasurer's Report.

**Attachments:**

1. April 2020 Treasurer's Report

*Approved:* \_\_\_\_\_

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
BALANCE SHEET  
FOR THE PERIOD ENDING:  
April 30, 2020**

**ASSETS:**

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	7,610,217	
106 CASH - FIXED ROUTE ACCOUNT	75,755	
107 Clipper Cash	719,087	
108 Rail	1,696,682	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	1,027,391	
135 INVESTMENTS - LAIF	5,932,241	
150 PREPAID EXPENSES	(17,165)	
160 OPEB ASSET	536,342	
165 DEFERRED OUTFLOW-Pension Related	636,065	
170 INVESTMENTS HELD AT CALTIP	0	
111 NET PROPERTY COSTS	66,271,476	
<b>TOTAL ASSETS</b>		<b>84,488,577</b>

**LIABILITIES:**

205 ACCOUNTS PAYABLE	154,628	
211 PRE-PAID REVENUE	2,423,502	
21101 Clipper to be distributed	624,505	
22000 FEDERAL INCOME TAXES PAYABLE	34	
22010 STATE INCOME TAX	(10)	
22020 FICA MEDICARE	(85)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	(330)	
22030 SDI TAXES PAYABLE	0	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	(103)	
22090 WORKERS' COMPENSATION PAYABLE	1,266	
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	44,607	
23102 UNEMPLOYMENT RESERVE	8,300	
<b>TOTAL LIABILITIES</b>		<b>4,391,702</b>

**FUND BALANCE:**

301 FUND RESERVE	(7,734,299)	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	81,820,934	
30401 SALE OF BUSES & EQUIPMENT	83,853	
FUND BALANCE	5,926,388	
<b>TOTAL FUND BALANCE</b>		<b>80,096,876</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<b>84,488,578</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
REVENUE REPORT  
FOR THE PERIOD ENDING:  
April 30, 2020**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,333,594	93,091	1,253,971	79,623	94.0%
4020000	Business Park Revenues	239,911	20,005	177,046	62,865	73.8%
4020500	Special Contract Fares	604,799	90,656	196,610	408,189	32.5%
4020500	Special Contract Fares - Paratransit	36,000	750	15,190	20,810	42.2%
4010200	Paratransit Passenger Fares	183,750	0	107,397	76,354	58.4%
4060100	Concessions	56,875	1,723	13,782	43,093	24.2%
4060300	Advertising Revenue	95,000	0	95,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	12,000	29,707	99,350	(87,350)	827.9%
4070300	Non transportation revenue	50,400	3,233	77,094	(26,694)	153.0%
4090100	Local Transportation revenue	674,500	0	6,090,372	(5,415,872)	902.9%
4099100	TDA Article 4.0 - Fixed Route	10,396,515	0	4,724,689	5,671,826	45.4%
4099500	TDA Article 4.0-BART	107,178	6,532	78,616	28,562	73.4%
4099200	TDA Article 4.5 - Paratransit	160,937	9,824	95,899	65,038	59.6%
4099600	Bridge Toll- RM2, RM1	580,836	0	290,418	290,418	50.0%
4110100	STA Funds-Paratransit	128,602	0	0	128,602	0.0%
4110500	STA Funds- Fixed Route BART	618,101	498,907	1,118,321	(500,220)	180.9%
4110100	STA Funds-pop	1,723,755	0	800,315	923,440	46.4%
4110100	STA Funds- rev	346,898	0	0	346,898	0.0%
4110100	STA Funds- Lifeline	234,250	0	160,000	74,250	68.3%
4110100	STA Funds- SJ county		0	0	-	#DIV/0!
4110100	Caltrans	250,000	0	0	250,000	0.0%
4130000	FTA Section 5307 Preventative Maint.		0	0	-	100.0%
4130000	FTA Section 5307 ADA Paratransit	406,835	0	0	406,835	0.0%
4130000	FTA TPI	-	0	0	-	100.0%
4130000	FTA JARC and NF	-	0	0	-	#DIV/0!
4130000	FTA 5310		0	0	-	#DIV/0!
4640500	Measure B Gap	23,470	0	5,379	18,091	100.0%
4640500	Measure B Express Bus	-	0	0	-	100.0%
4640100	Measure B Paratransit Funds-Fixed Route	1,027,962	69,337	707,388	320,574	68.8%
4640100	Measure B Paratransit Funds-Paratransit	190,978	12,882	131,421	59,557	68.8%
4640200	Measure BB Paratransit Funds-Fixed Route	760,320	51,103	521,353	238,967	68.6%
4640200	Measure BB Paratransit Funds-Paratransit	352,826	23,714	241,933	329,937	68.6%
			0			
<b>RAIL</b>		0	0	1,442,158		
<b>TOTAL REVENUE</b>		<b>20,596,292</b>	<b>911,464</b>	<b>18,443,701</b>	<b>3,813,793</b>	<b>89.5%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
OPERATING EXPENDITURES  
FOR THE PERIOD ENDING:  
April 30, 2020**

		<b>BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT BUDGET EXPENDED</b>
501 02	Salaries and Wages	\$1,567,581	\$110,405	\$1,273,784	\$293,797	81.26%
502 00	Personnel Benefits	\$849,329	\$217,061	\$769,323	\$80,006	90.58%
503 00	Professional Services	\$1,334,102	\$54,522	\$243,166	\$1,090,936	18.23%
503 05	Non-Vehicle Maintenance	\$912,830	\$36,909	\$499,444	\$413,386	54.71%
503 99	Communications	\$5,500	\$548	\$1,799	\$3,701	32.70%
504 01	Fuel and Lubricants	\$1,386,600	\$20,398	\$657,077	\$729,523	47.39%
504 03	Non contracted vehicle maintenance	\$6,000	\$0	\$0	\$6,000	0.00%
504 99	Office/Operating Supplies	\$59,083	\$4,447	\$25,781	\$33,302	43.64%
504 99	Printing	\$103,000	\$9,900	\$45,099	\$57,901	43.78%
505 00	Utilities	\$324,879	\$16,976	\$249,755	\$75,124	76.88%
506 00	Insurance	\$712,210	\$0	\$539,736	\$172,474	75.78%
507 99	Taxes and Fees	\$302,000	\$1,927	\$67,815	\$234,185	22.46%
508 01	Purchased Transportation Fixed Route	\$10,551,158	\$713,072	\$8,572,004	\$1,979,154	81.24%
2-508 02	Purchased Transportation Paratransit	\$1,935,200	\$50,511	\$1,226,107	\$709,093	63.36%
508 03	Purchased Transportation WOD	\$210,000	\$1,721	\$29,069	\$180,931	13.84%
509 00	Miscellaneous	\$136,419	\$2,653	\$132,935	\$3,484	97.45%
509 02	Professional Development	\$74,401	\$3,913	\$23,569	\$50,832	31.68%
509 08	Advertising	\$120,000	\$3,175	\$56,334	\$63,666	46.94%
<b>TOTAL</b>		<b>\$20,590,292</b>	<b>\$1,248,137</b>	<b>\$14,412,797</b>	<b>\$6,177,495</b>	<b>70.00%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)  
FOR THE PERIOD ENDING:  
April 30, 2020**

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>REVENUE DETAILS</b>						
4090594	TDA (office and facility equip)	100,000	0	5,354	94,646	5.35%
4090194	TDA Shop repairs and replacement	100,000	0	0	100,000	0.00%
4091794	Bus stop improvements	186,000	0	14,221	171,779	7.65%
4090994	Radio Upgrade	232,000	0	0	232,000	0.00%
4090794	TDA Transit Center Improvements	110,000	0	0	110,000	0.00%
409??94	TDA (Transit Capital)	100,000	0	100,413	(413)	100.41%
4092094	TDA (Major component rehab)	350,000	0	0	350,000	0.00%
4091294	TDA Doolan Tower Upgrade	30,000	0	0	30,000	0.00%
	TDA TSP	66,000	0	0	66,000	0.00%
4091701	CTC CIP Shelters	1,414,000	0	0	1,414,000	0.00%
409xx01	TVTC TSP	1,140,000	0	0	1,140,000	0.00%
409xx01	BAAQMD ECV station	7,500	0	0	7,500	0.00%
4110500	SGR Office and Facility	52,305	0	0	52,305	0.00%
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	151,510	48,490	75.76%
41320	FTA Hybrid battery packs	800,000	0	0	800,000	0.00%
	FTA Transit Center	440,000	0			0.00%
<b>TOTAL REVENUE</b>		<b>5,535,305</b>	<b>-</b>	<b>271,498</b>	<b>4,823,807</b>	<b>4.90%</b>



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

April 30, 2020

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>EXPENDITURE DETAILS</b>						
<b>CAPITAL PROGRAM - COST CENTER 07</b>						
5550107	Shop Repairs and replacement	100,000	0	0	100,000	0.00%
5550307	non revenue vehicles	15,000	0	112,491	(97,491)	749.94%
5550307	ECV stations	15,000	0	0	15,000	0.00%
5550407	BRT	-	1,704	2,416	(2,416)	#DIV/0!
5550507	Office and Facility Equipment	352,305	0	6,034	346,271	1.71%
5550607	TSP upgrade	1,406,000	51,239	712,820	693,180	50.70%
5550907	Radio upgrade	232,000	14,977	263,075	(31,075)	113.39%
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%
5551607	SAV storage	1,200	0	1,135	65	94.60%
5551707	Bus Shelters and Stops	1,600,000	0	81,310	1,518,690	5.08%
5552007	Major component rehab	1,150,000	44,810	81,087	1,068,913	7.05%
555??07	Transit Capital	100,000	2,731	345,127	(245,127)	345.13%
<b>TOTAL CAPITAL EXPENDITURES</b>		<b>5,551,505</b>	<b>115,461</b>	<b>1,605,496</b>	<b>3,946,009</b>	<b>28.92%</b>
<b>FUND BALANCE (CAPITAL)</b>		<b>-16200.00</b>	<b>(115,461)</b>	<b>(1,333,998)</b>		
<b>FUND BALANCE (CAPTIAL &amp; OPERATING)</b>		<b>-10,200.00</b>	<b>(641,210)</b>	<b>739,925</b>		

# California State Treasurer

## *Fiona Ma, CPA*



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

May 12, 2020

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

LIVERMORE/AMADOR VALLEY TRANSIT  
AUTHORITY  
GENERAL MANAGER  
1362 RUTAN COURT, SUITE 100  
LIVERMORE, CA 94550

[Tran Type Definitions](#)

**Account Number:** 80-01-002

April 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2020	4/14/2020	QRD	1637086	N/A	SYSTEM	29,706.53

### Account Summary

Total Deposit:	29,706.53	Beginning Balance:	5,902,534.37
Total Withdrawal:	0.00	Ending Balance:	5,932,240.90

REPORT.: May 20 20 Wednesday  
RUN....: May 20 20 Time: 15:17  
Run By.: Daniel Zepeda

LAVTA  
Month End Cash Disbursements Report  
Prior Period Report for 04-20 BANK ACCOUNT 105

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

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
04-20	021767	04/30/20	TX234 (ANN NORRIS)		(109.62)	.00	(109.62)	Ck# 021767 Reversed
	021976	04/17/20	AEC01 (AECOM TECHNICAL SERVICES INC		23,750.56	.00	23,750.56	Automatic Generated Check
	021977	04/17/20	AME13 (AMERICAN LEAK DETECTION)		990.00	.00	990.00	Automatic Generated Check
	021978	04/17/20	AVI01 (AMADOR VALLEY INDUSTRIES)		424.97	.00	424.97	Automatic Generated Check
	021979	04/17/20	COR01 (CORBIN WILLITS SYSTEMS)		244.24	.00	244.24	Automatic Generated Check
	021980	04/17/20	FAS01 (FASTSIGNS)		357.34	.00	357.34	Automatic Generated Check
	021981	04/17/20	GTT01 (GLOBAL TRAFFIC TECHNOLOGIES		18,398.96	.00	18,398.96	Automatic Generated Check
	021982	04/17/20	KIM02 (KIMLEY-HORN AND ASSOC,INC)		12,560.94	.00	12,560.94	Automatic Generated Check
	021983	04/17/20	KKI01 (ALPHA MEDIA LLC)		3,000.00	.00	3,000.00	Automatic Generated Check
	021984	04/17/20	KOF01 (KOFF & ASSOCIATES)		6,450.00	.00	6,450.00	Automatic Generated Check
	021985	04/17/20	LTK01 (LTK CONSULTING SERVICES, INC		114,788.37	.00	114,788.37	Automatic Generated Check
	021986	04/17/20	OFF01 (OFFICE DEPOT)		319.40	.00	319.40	Automatic Generated Check
	021987	04/17/20	PAC11 (PACIFIC ENVIROMENTAL SERV)		240.00	.00	240.00	Automatic Generated Check
	021988	04/17/20	PAC16 (PACIFIC COAST TRANE)		683.20	.00	683.20	Automatic Generated Check
	021989	04/17/20	PER02 (CALPERS RETIREMENT SYSTEM)		126,382.00	.00	126,382.00	Automatic Generated Check
	021990	04/17/20	PLA02 (PLANETERIA MEDIA LLC)		325.00	.00	325.00	Automatic Generated Check
	021991	04/17/20	PLE05 (PLEASANTON, CITY OF)		20,278.64	.00	20,278.64	Automatic Generated Check
	021992	04/17/20	SEL00 (SELECT IMAGING)		76.48	.00	76.48	Automatic Generated Check
	021993	04/17/20	SHA02 (SHAMROCK OFFICE SOLUTIONS)		13.66	.00	13.66	Automatic Generated Check
	021994	04/17/20	SIN01 (SINGLEPOINT COMMUNICATIONS I		4,500.00	.00	4,500.00	Automatic Generated Check
	021995	04/17/20	SOL01 (SOLUTIONS FOR TRANSIT)		4,166.66	.00	4,166.66	Automatic Generated Check
	021996	04/17/20	STA19 (STATE OF CALIFORNIA-DEPT OF		10,098.79	.00	10,098.79	Automatic Generated Check
	021997	04/17/20	TEL01 (TPx COMMUNICATIONS)		2,810.75	.00	2,810.75	Automatic Generated Check
	021998	04/17/20	TX205 (MUHAMMAD ALI)		56.45	.00	56.45	Automatic Generated Check
	021999	04/17/20	TX206 (FARZANA ALI)		182.16	.00	182.16	Automatic Generated Check
	022000	04/17/20	TX212 (LINDA WAHLE)		120.36	.00	120.36	Automatic Generated Check
	022001	04/17/20	TX228 (DEBORAH BUTLER)		62.90	.00	62.90	Automatic Generated Check
	022002	04/17/20	TX238 (MEGAN LEVITT)		40.00	.00	40.00	Automatic Generated Check
	022003	04/30/20	AIM01 (AIM TO PLEASE JANITORIAL SER		12,073.61	.00	12,073.61	Automatic Generated Check
	022004	04/30/20	ALA10 (ALAMEDA COUNTY CLERK)		50.00	.00	50.00	Automatic Generated Check
	022005	04/30/20	ATT02 (AT&T )		389.88	.00	389.88	Automatic Generated Check
	022006	04/30/20	ATT03 (AT&T )		932.16	.00	932.16	Automatic Generated Check
	022007	04/30/20	BAY09 (BAY WIDE GLASS, INC.)		2,382.30	.00	2,382.30	Automatic Generated Check
	022008	04/30/20	CIT06 (CITY OF LIVERMORE SEWER)		299.40	.00	299.40	Automatic Generated Check
	022009	04/30/20	COR01 (CORBIN WILLITS SYSTEMS)		244.24	.00	244.24	Automatic Generated Check
	022010	04/30/20	DAY02 (DAY & NIGHT PEST CONTROL)		218.00	.00	218.00	Automatic Generated Check
	022011	04/30/20	DEL01 (DELL MARKETING LP)		4,460.36	.00	4,460.36	Automatic Generated Check
	022012	04/30/20	DIR01 (DIRECT TV)		14.00	.00	14.00	Automatic Generated Check
	022013	04/30/20	FRE01 (FREMONT RUBBER STAMP CO)		14.65	.00	14.65	Automatic Generated Check
	022014	04/30/20	GEN02 (GENERAL WHOLESALE ELECTRIC)		138.54	.00	138.54	Automatic Generated Check
	022015	04/30/20	HAR02 (HARRIS-PSPC)		8,795.94	.00	8,795.94	Automatic Generated Check
	022016	04/30/20	HER05 (MELISSA HERNANDEZ STRAH)		100.00	.00	100.00	Automatic Generated Check
	022017	04/30/20	OFF01 (OFFICE DEPOT)		312.58	.00	312.58	Automatic Generated Check
	022018	04/30/20	POW02 (PACIFIC POWER GROUP)		55,065.52	.00	55,065.52	Automatic Generated Check
	022019	04/30/20	QUE01 (QUENCH)		179.40	.00	179.40	Automatic Generated Check
	022020	04/30/20	RSE01 (R & S ERECTION)		624.00	.00	624.00	Automatic Generated Check
	022021	04/30/20	SCF01 (SC FUELS)		20,926.68	.00	20,926.68	Automatic Generated Check
	022022	04/30/20	SEO01 (SEON SYSTEM SALES INC.)		2,731.25	.00	2,731.25	Automatic Generated Check
	022023	04/30/20	SHA02 (SHAMROCK OFFICE SOLUTIONS)		17.61	.00	17.61	Automatic Generated Check
	022024	04/30/20	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	Automatic Generated Check
	022025	04/30/20	SPU01 (SPUR )		2,500.00	.00	2,500.00	Automatic Generated Check
	022026	04/30/20	TES01 (TEST AMERICA LABORATORIES IN		430.00	.00	430.00	Automatic Generated Check
	022027	04/30/20	TX201 (JANE TIPTON)		137.80	.00	137.80	Automatic Generated Check
	022028	04/30/20	TX238 (MEGAN LEVITT)		40.00	.00	40.00	Automatic Generated Check
	022029	04/30/20	TYL01 (T.Y. LIN INTERNATIONAL)		14,300.00	.00	14,300.00	Automatic Generated Check
	H10249	04/01/20	TAX07 (ASMA SYEDA)		12.75	.00	12.75	TAX07, PARATAXI REIMBURSE
	H10250	04/01/20	TAX07 (ASMA SYEDA)		130.46	.00	130.46	TAX07, PARATAXI REIMBURSE
	H10251	04/01/20	TX217 (SHIRLEY FARRELL-COWLES)		72.89	.00	72.89	TX217, PARATAXI REIMBURSE
	H10252	04/01/20	TX232 (MARIA MIR)		185.41	.00	185.41	TX232, PARATAXI REIMBURSE
	H10253	04/06/20	GLO02 (GLOBAL HEALTHCARE PRODUCT SO		3,539.70	.00	3,539.70	GLO02, GHS0200218, MP 273
	H10254	04/03/20	PAC01 (AT&T )		294.05	.00	294.05	PAC01,ACCT #925-243-9029,
	H10255	04/07/20	PAC01 (AT&T )		33.03	.00	33.03	PAC01,ACCT #232-351-6260,
	H10256	04/03/20	PAC01 (AT&T )		182.85	.00	182.85	PAC01, ACCT #925-245-0576
	H10257	04/11/20	PAC01 (AT&T )		351.43	.00	351.43	PAC01,ACCT #436-951-0106,
	H10258	04/07/20	YEA01 (JENNIFER YEAMANS)		51.75	.00	51.75	YEA01, 1/29-4/3/20 MILEAG
	H10259	04/07/20	RCO01 (R COMPUTERS)		5,880.66	.00	5,880.66	RCO01, 519908, MP256 FIRE
	H10260	04/10/20	MTM01 (MEDICAL TRANSPORTATION MANAG		111,768.32	.00	111,768.32	MTM01, FEB-20 MONTHLY SER
	H10261	04/10/20	MVT01 (MV TRANSPORTATION, INC.)		56,273.01	.00	56,273.01	MVT01, FEB-20 FIXED ROUTE
	H10262	04/15/20	MVT01 (MV TRANSPORTATION, INC.)		391,918.43	.00	391,918.43	MVT01, 107155, APR-20 1ST
	H10263	04/01/20	MER01 (MERCHANT SERVICES)		47.20	.00	47.20	MER01, MAR-20 TRANSIT CE
	H10264	04/01/20	MER01 (MERCHANT SERVICES)		64.48	.00	64.48	MER01, MAR-20 MOA CC STAT
	H10265	04/03/20	NEL01 (NELSON\NYGAARD CONSULTING AS		15,943.47	.00	15,943.47	NEL01, 77193, FEB-20 LAVT
	H10266	04/10/20	PER03 (CAL PUB EMP RETIRE SYSTM)		35,043.64	.00	35,043.64	PER03, APR-20 HEALTH INSU
	H10267	04/10/20	AME06 (AMERICAN FIDELITY ASSURANCE		746.54	.00	746.54	AME06, MAR-20 SUPPLEMENTA
	H10268	04/10/20	PER04 (CALPERS RETIREMENT SYSTEM)		2,110.07	.00	2,110.07	PER04, PERS 457 CONTRIBUT
	H10269	04/10/20	PER01 (PERS )		3,650.79	.00	3,650.79	PER01, PERS CLASSIC CONTR
	H10270	04/10/20	PER01 (PERS )		4,213.24	.00	4,213.24	PER01, PERS NEW CONTRIBUT
	H10271	04/10/20	EMP01 (EMPLOYMENT DEVEL DEPT)		2,749.72	.00	2,749.72	EMP01, STATE TAX 3/21-4/3
	H10272	04/10/20	EFT01 (ELECTRONIC FUND TRANSFERS)		6,765.76	.00	6,765.76	EFT01, FEDERAL TAX 3/21-4
	H10273	04/10/20	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		38,683.27	.00	38,683.27	DIR02, PR DIRECT DEPOSIT
	H10274	04/03/20	TAX07 (ASMA SYEDA)		32.26	.00	32.26	TAX07, PARATAXI REIMBURSE
	H10275	04/17/20	CAL15 (CALTRONICS BUSINESS SYS)		178.06	.00	178.06	CAL15, 3000716, BIZHUB 2/
	H10276	04/17/20	ADV03 (ADVOCACY MARKETING LLC)		25,500.00	.00	25,500.00	ADV03, MAR-20 RAIL MARKET
	H10277	04/17/20	TAX91 (VIVIAN MARIE MILLER)		271.52	.00	271.52	TAX91, PARATAXI REIMBURSE
	H10278	04/17/20	TAX67 (CHRISTEL RAGER)		80.75	.00	80.75	TAX67, PARATAXI REIMBURSE
	H10279	04/01/20	BRO03 (KARLA SUE BROWN)		100.00	.00	100.00	BRO03, MAR-20 BOD STIPEND
	H10280	04/01/20	HAU01 (DAVID HAUBERT)		100.00	.00	100.00	HAU01, MAR-20 BOD STIPEND
	H10281	04/01/20	WOE01 (ROBERT L. WOERNER)		100.00	.00	100.00	WOE01, MAR-20 BOD STIPEND
	H10282	04/01/20	NAR01 (KATHERINE NARUM)		100.00	.00	100.00	NAR01, MAR-20 BOD STIPEND
	H10283	04/30/20	PER03 (CAL PUB EMP RETIRE SYSTM)		37,509.44	.00	37,509.44	PER03, MAY-20 HEALTH INSU
	H10284	04/30/20	AME06 (AMERICAN FIDELITY ASSURANCE		674.58	.00	674.58	AME06, APR-20 SUPPLEMENTA

REPORT.: May 20 20 Wednesday  
RUN....: May 20 20 Time: 15:17  
Run By.: Daniel Zepeda

LAVTA  
Month End Cash Disbursements Report  
Prior Period Report for 04-20 BANK ACCOUNT 105

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

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
04-20	H10285	04/30/20	AME06 (AMERICAN FIDELITY ASSURANCE		908.30	.00	908.30	AME06, APR-20 FLEXIBLE SP
	H10286	04/30/20	MUT01 (MUTUAL OF OMAHA)		1,055.13	.00	1,055.13	MUT01, APR-20 LIFE & LTD
	H10287	04/30/20	MUT01 (MUTUAL OF OMAHA)		1,057.93	.00	1,057.93	MUT01, MAY-20 LIFE & LTD
	H10288	04/30/20	VSP01 (VSP )		531.46	.00	531.46	VSP01, APR-20 VISION INSU
	H10289	04/30/20	VSP01 (VSP )		536.66	.00	536.66	VSP01, MAY-20 VISION INSU
	H10290	04/30/20	DEL05 (ALLIED ADMIN/DELTA DENTAL)		2,229.48	.00	2,229.48	DEL05, MAY-20 DENTAL INSU
	H10291	04/24/20	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		53,174.40	.00	53,174.40	DIR02, PR DIRECT DEPOSIT
	H10292	04/24/20	PER01 (PERS )		4,819.85	.00	4,819.85	PER01, PERS NEW CONTRIBUT
	H10293	04/24/20	PER01 (PERS )		3,650.79	.00	3,650.79	PER01, PERS CLASSIC CONTR
	H10294	04/24/20	PER04 (CALPERS RETIREMENT SYSTEM)		2,193.75	.00	2,193.75	PER04, PERS 457 CONTRIBUT
	H10295	04/24/20	EMP01 (EMPLOYMENT DEVEL DEPT)		4,060.80	.00	4,060.80	EMP01, STATE TAX 4/4/20-4
	H10296	04/24/20	EFT01 (ELECTRONIC FUND TRANSFERS)		11,732.07	.00	11,732.07	EFT01, FEDERAL TAX 4/4/20
	H10297	04/03/20	CIT07 (CITY OF LIVERMORE - WATER)		15.18	.00	15.18	CIT07, 138432-00, ATLANTI
	H10298	04/03/20	CIT07 (CITY OF LIVERMORE - WATER)		22.61	.00	22.61	CIT07, 139399-00, ATLANTI
	H10299	04/03/20	CIT07 (CITY OF LIVERMORE - WATER)		129.99	.00	129.99	CIT07, 139361-00, ATLANTI
	H10300	04/17/20	CIT07 (CITY OF LIVERMORE - WATER)		181.89	.00	181.89	CIT07, 138430-01, ATLANTI
	H10301	04/17/20	CIT07 (CITY OF LIVERMORE - WATER)		41.10	.00	41.10	CIT07, 138431-00, ATLANTI
	H10302	04/17/20	CIT07 (CITY OF LIVERMORE - WATER)		124.32	.00	124.32	CIT07, 139388-00, BUS WAS
	H10303	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		74.57	.00	74.57	CAL04, 0198655555, BUS WA
	H10304	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		998.08	.00	998.08	CAL04, 9098655555, MOA WA
	H10305	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		51.63	.00	51.63	CAL04, 2575555555, TC FIR
	H10306	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 4755555555, MOA FI
	H10307	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 5755555555, CONTRA
	H10308	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		42.13	.00	42.13	CAL04, 3616555555, TC WAT
	H10309	04/03/20	CAL04 (CALIFORNIA WATER SERVICE)		155.28	.00	155.28	CAL04, 4616555555, TC IRR
	H10310	04/17/20	PAC02 (PACIFIC GAS AND ELECTRIC)		1,127.62	.00	1,127.62	PAC02, 6062256368-6, ATLA
	H10311	04/17/20	PAC02 (PACIFIC GAS AND ELECTRIC)		1,245.40	.00	1,245.40	PAC02, 7264840356-5, RAPI
	H10312	04/17/20	PAC02 (PACIFIC GAS AND ELECTRIC)		114.45	.00	114.45	PAC02, 7649646868-7, DOOL
	H10313	04/01/20	PAC02 (PACIFIC GAS AND ELECTRIC)		2,176.15	.00	2,176.15	PAC02, 9007202117-4, MOA
	H10314	04/30/20	PAC02 (PACIFIC GAS AND ELECTRIC)		5,405.22	.00	5,405.22	PAC02, 5809326332-3, MOA
	H10315	04/30/20	STA01 (STATE COMPENSATION FUND)		1,395.33	.00	1,395.33	STA01, MAY-20 WORKER'S CO
	H10316	04/30/20	MVT01 (MV TRANSPORTATION, INC.)		391,918.43	.00	391,918.43	MVT01, 107156, APR-20 2ND
	H10317	04/30/20	TRE01 (MICHAEL TREE)		583.05	.00	583.05	TRE01, FEB & MAR-20 RAIL
	H10318	04/17/20	CAS02 (LISETH CASTRO)		33.28	.00	33.28	CAS02, 2/3/20-4/6/20 MILE
	H10319	04/30/20	CAL15 (CALTRONICS BUSINESS SYS)		210.50	.00	210.50	CAL15, 3017428, BIZHUB 3/
	H10320	04/30/20	STA13 (STAPLES CREDIT PLAN)		2,069.44	.00	2,069.44	STA13, APR-20 CC STATEMEN
	H10321	04/30/20	TX234 (ANN NORRIS)		78.83	.00	78.83	TX234, PARATAXI REIMBURSE
	H10322	04/30/20	TX234 (ANN NORRIS)		109.62	.00	109.62	TX234, 10/1-11/26/19 CK #
	H10323	04/01/20	BAN03 (BANKCARD CENTER)		4,939.27	.00	4,939.27	BAN03, NOV-19 BOW CC STAT
	H10324	04/01/20	BAN03 (BANKCARD CENTER)		8,150.98	.00	8,150.98	BAN03, DEC-19 BOW CC STAT
	H10325	04/01/20	BAN03 (BANKCARD CENTER)		9,816.77	.00	9,816.77	BAN03, JAN-20 BOW CC STAT
	H10326	04/01/20	BAN03 (BANKCARD CENTER)		20,948.72	.00	20,948.72	BAN03, FEB-20 BOW CC STAT
Total for Bank Account 105 ----->					1,764,281.13	.00	1,764,281.13	
Grand Total of all Bank Accounts ----->					1,764,281.13	.00	1,764,281.13	

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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
04-20	ADV03 (ADVOCACY MARKETING LLC)	MAR-2020H	04/01/20	05/01/20	A	25500.00	ADV03, MAR-20 RAIL MARKETING & ADVOCATING SE
04-20	AEC01 (AECOM TECHNICAL SERVICES IN200343984		04/08/20	05/08/20	A	23750.56	AEC01, 2000343984, 2/22-3/27/20 REG. BUS PLA
04-20	AIM01 (AIM TO PLEASE JANITORIAL SE	1069	04/20/20	05/20/20	A	6420.00	AIM01, 1069, FY19 BUS STOP-TRUE UP
		1070	04/26/20	05/26/20	A	2193.50	AIM01, 1070, NOV & DEC-19 BUS STOP-TRUE UP
	56-APR-20	04/30/20	05/30/20	A	3460.11	AIM01, APR-20 MONTHLY JANITORIAL SERVICE	
	Vendor's Total				----	12073.61	
04-20	ALA10 (ALAMEDA COUNTY CLERK)	FY21ENVEX	04/30/20	05/30/20	A	50.00	ALA10, FY21 ENVIRONMENTAL DECLARATION EXEMPT
04-20	AME06 (AMERICAN FIDELITY ASSURANCE	FSA04-20H	04/03/20	05/03/20	A	908.30	AME06, APR-20 FLEXIBLE SPENDING ACCOUNT
	SUPP03-20H	03/01/20	03/31/20	A	746.54	AME06, MAR-20 SUPPLEMENTAL INSURANCE	
	SUPP04-20H	04/03/20	05/03/20	A	674.58	AME06, APR-20 SUPPLEMENTAL INSURANCE	
	Vendor's Total				----	2329.42	
04-20	AME13 (AMERICAN LEAK DETECTION)	104829	04/14/20	05/14/20	A	990.00	AME13, 104829, ATLANTIS LEAK LABOR 3/25/20
04-20	ATT02 (AT&T )	14610762	04/13/20	05/13/20	A	389.88	ATT02, 14610762, PAYER #9391035694 3/13-4/12
04-20	ATT03 (AT&T )	587814508	04/19/20	05/19/20	A	932.16	ATT03, 7587814508, APR-20 INTERNET PRI
04-20	AVI01 (AMADOR VALLEY INDUSTRIES)	811443	03/31/20	04/30/20	A	424.97	AVI01, 811443, MAR-20 GARBAGE PICK UP SERVIC
04-20	BAN03 (BANKCARD CENTER)	DEC-2019H	12/28/19	01/27/20	A	8150.98	BAN03, DEC-19 BOW CC STATEMENT
	FEB-2020H	02/28/20	03/29/20	A	20948.72	BAN03, FEB-20 BOW CC STATEMENT	
	JAN-2020H	01/28/20	02/27/20	A	9816.77	BAN03, JAN-20 BOW CC STATEMENT	
	NOV-2019H	11/28/19	12/28/19	A	4939.27	BAN03, NOV-19 BOW CC STATEMENT	
	Vendor's Total				----	43855.74	
04-20	BAY09 (BAY WIDE GLASS, INC.)	I058907	04/06/20	05/06/20	A	2382.30	BAY09, I058907, MP314 INSTALL NEW SPEAKER-TC
04-20	BRO03 (KARLA SUE BROWN)	MAR-2020H	04/01/20	05/01/20	A	100.00	BRO03, MAR-20 BOD STIPEND
04-20	CAL04 (CALIFORNIA WATER SERVICE)	198031820H	03/18/20	04/17/20	A	74.57	CAL04, 0198655555, BUS WASH 2/19/20-3/17/20
	257033120H	04/01/20	05/01/20	A	51.63	CAL04, 2575555555, TC FIRE 4/1/20-4/30/20	
	361040220H	04/02/20	05/02/20	A	42.13	CAL04, 3616555555, TC WATER 2/29/20-4/1/20	
	461040220H	04/02/20	05/02/20	A	155.28	CAL04, 4616555555, TC IRRG. 2/29/20-4/1/20	
	475033120H	04/01/20	05/01/20	A	68.84	CAL04, 4755555555, MOA FIRE 4/1/20-4/30/20	
	575033120H	04/01/20	05/01/20	A	68.84	CAL04, 5755555555, CONTRACTOR FIRE 4/1/20-4/	
	909031820H	03/18/20	04/17/20	A	998.08	CAL04, 9098655555, MOA WATER 2/19/20-3/17/20	
	Vendor's Total				----	1459.37	
04-20	CAL15 (CALTRONICS BUSINESS SYS)	3000716H	03/16/20	04/15/20	A	178.06	CAL15, 3000716, BIZHUB 2/16-3/15/20
	3017428H	04/16/20	05/16/20	A	210.50	CAL15, 3017428, BIZHUB 3/16/20-4/15/20	
	Vendor's Total				----	388.56	
04-20	CAS02 (LISETH CASTRO)	0203-0406H	04/17/20	05/17/20	A	33.28	CAS02, 2/3/20-4/6/20 MILEAGE REIMBURSE
04-20	CIT06 (CITY OF LIVERMORE SEWER)	BW042120	04/21/20	05/21/20	A	43.04	CIT06, 138143-00, BUS WASH 3/17/20-4/21/20
	TC041420	04/14/20	05/14/20	A	42.16	CIT06, 133389-00, TRANSIT CENTER 3/10-4/14/2	
	MOA042120	04/21/20	05/21/20	A	214.20	CIT06, 133294-00, MOA SEWER 3/17-4/21/20	
	Vendor's Total				----	299.40	
04-20	CIT07 (CITY OF LIVERMORE - WATER)	361031720H	03/17/20	04/16/20	A	129.99	CIT07, 139361-00, ATLANTIS SEWER 2/18/20-3/1
	388040720H	04/07/20	05/07/20	A	124.32	CIT07, 139388-00, BUS WASH 3/3/20-4/7/20	
	399031720H	03/17/20	04/16/20	A	22.61	CIT07, 139399-00, ATLANTIS SEWER 2/18/20-3/1	
	430031720H	03/17/20	04/16/20	A	181.89	CIT07, 138430-01, ATLANTIS INDOOR 2/18/20-3/	
	431040720H	04/07/20	05/07/20	A	41.10	CIT07, 138431-00, ATLANTIS IRRG. 3/3/20-4/7/	
	432031720H	03/17/20	04/16/20	A	15.18	CIT07, 138432-00, ATLANTIS FIRE 2/18/20-3/17	
	Vendor's Total				----	515.09	
04-20	COR01 (CORBIN WILLITS SYSTEMS)	C003151	03/15/20	04/14/20	A	244.24	COR01, C003151, MAR-20 SERVICE
	C004151	04/15/20	05/15/20	A	244.24	COR01, C004151, APR-20 SERVICE	
	Vendor's Total				----	488.48	

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04-20	DAY02 (DAY & NIGHT PEST CONTROL)	153113	04/27/20	05/27/20	A	218.00	DAY02, 153113, 4/17/20 RUTAN SERVICE
04-20	DEL01 (DELL MARKETING LP)	381307507 389210724	03/18/20 04/27/20	04/17/20 05/27/20	A A	2384.12 2076.24	DEL01, 10381307507, MP225 DELL XPS 13 2IN1 3 DEL01, 10389210724, MP300 DELL XPS 2IN1 4/16
	Vendor's Total				----->	4460.36	
04-20	DEL05 (ALLIED ADMIN/DELTA DENTAL)	MAY-2020H	04/25/20	05/25/20	A	2229.48	DEL05, MAY-20 DENTAL INSURANCE
04-20	DIR01 (DIRECT TV)	342576148	04/11/20	05/11/20	A	14.00	DIR01, 37342576148, APR-20 SERVICE
04-20	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20200403H 20200417H	04/10/20 04/24/20	05/10/20 05/24/20	A A	38683.27 53174.40	DIR02, PR DIRECT DEPOSIT 3/21-4/3/20 DIR02, PR DIRECT DEPOSIT 4/4/20-4/17/20
	Vendor's Total				----->	91857.67	
04-20	EFT01 (ELECTRONIC FUND TRANFERS)	20200403H 20200417H	04/09/20 04/24/20	05/09/20 05/24/20	A A	6765.76 11732.07	EFT01, FEDERAL TAX 3/21-4/3/20 EFT01, FEDERAL TAX 4/4/20-4/17/20
	Vendor's Total				----->	18497.83	-
04-20	EMP01 (EMPLOYMENT DEVEL DEPT)	20200403H 20200417H	04/09/20 04/24/20	05/09/20 05/24/20	A A	2749.72 4060.80	EMP01, STATE TAX 3/21-4/3/20 EMP01, STATE TAX 4/4/20-4/17/20
	Vendor's Total				----->	6810.52	
04-20	FAS01 (FASTSIGNS)	DUB101606	02/28/20	03/29/20	A	357.34	FAS01, DUB-101606, VINYL NUMBERS-30 QTY
04-20	FRE01 (FREMONT RUBBER STAMP CO)	167014	04/15/20	05/15/20	A	14.65	FRE01, 167014, MP282 TATIANA HAGGERTY NAMEPL
04-20	GEN02 (GENERAL WHOLESALE ELECTRIC)	S5104351	04/17/20	05/17/20	A	138.54	GEN02, S5104351.001, MP301 4/17/20 REPLACE L
04-20	GLO02 (GLOBAL HEALTHCARE PRODUCT	SGHS020218HL04	02/20	05/02/20	A	3539.70	GLO02, GHS0200218, MP 273 4K SINGLE USE FACE
04-20	GTT01 (GLOBAL TRAFFIC TECHNOLOGIES	53317	03/25/20	04/24/20	A	18398.96	GTT01, 53317, PO #7430 OPTICOM VEHICLE INSTA
04-20	HAR02 (HARRIS-PSPC)	93341936	04/07/20	05/07/20	A	8795.94	HAR02, 93341936, MP265 TAIT RADIO FIRMWARE U
04-20	HAU01 (DAVID HAUBERT)	MAR-2020H	04/01/20	05/01/20	A	100.00	HAU01, MAR-20 BOD STIPEND
04-20	HER05 (MELISSA HERNANDEZ STRAH)	MAR-2020	04/01/20	05/01/20	A	100.00	HER05, MAR-20 BOD STIPEND
04-20	KIM02 (KIMLEY-HORN AND ASSOC, INC)	16315172	04/15/20	05/15/20	A	12560.94	KIM02, 16315172, MAR-20 TSP UPGRADE & EXPAND
04-20	KKI01 (ALPHA MEDIA LLC)	463329-3	03/31/20	04/30/20	A	3000.00	KKI01, 463329-3, RADIO ADS 3/1-3/31/20
04-20	KOF01 (KOFF & ASSOCIATES)	6120	04/03/20	05/03/20	A	6450.00	KOF01, 6120, PO #7486 COMP STUDY #1 FY20
04-20	LTK01 (LTK CONSULTING SERVICES, INC	5364-012 C536402-3 C536403-3 C536403-4	03/19/20 03/31/20 03/17/20 03/17/20	04/18/20 04/30/20 04/16/20 04/16/20	A A A A	44625.58 23089.75 23995.89 23077.15	LTK01, C5364.01-012, RAIL CONSULTANT 1/1-2/2 LTK01, C5364.02-003, SIMULATION MODEL 11/30- LTK01, C5364.03-003, PROJ MANAGEMENT 1/1-1/3 LTK01, C5364.03-004, PROJ MANAGEMENT 2/1-2/2
	Vendor's Total				----->	114788.37	
04-20	MER01 (MERCHANT SERVICES)	TC033120H MOA033120H	04/01/20 04/01/20	05/01/20 05/01/20	A A	47.20 64.48	MER01, MAR-20 TRANSIT CENTER CC STATEMENT MER01, MAR-20 MOA CC STATEMENT
	Vendor's Total				----->	111.68	
04-20	MTM01 (MEDICAL TRANSPORTATION MANA	FEB-2020H	03/04/20	04/03/20	A	111768.32	MTM01, FEB-20 MONTHLY SERVICE
04-20	MUT01 (MUTUAL OF OMAHA)	APR-2020H MAY-2020H	03/16/20 04/15/20	04/15/20 05/15/20	A A	1055.13 1057.93	MUT01, APR-20 LIFE & LTD INSURANCE MUT01, MAY-20 LIFE & LTD INSURANCE
	Vendor's Total				----->	2113.06	
04-20	MVT01 (MV TRANSPORTATION, INC.)	107155H	04/03/20	05/03/20	A	391918.43	MVT01, 107155, APR-20 1ST INSTALL PAYMENT

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04-20	MVT01 (MV TRANSPORTATION, INC.)	107156H FEB-2020H	04/03/20 03/03/20	05/03/20 04/02/20	A A	391918.43 56273.01	MVT01, 107156, APR-20 2ND INSTALL PAYMENT MVT01, FEB-20 FIXED ROUTE MONTHLY SERVICE
		Vendor's Total ----->				840109.87	
04-20	NAR01 (KATHERINE NARUM)	MAR-2020H	04/01/20	05/01/20	A	100.00	NAR01, MAR-20 BOD STIPEND
04-20	NEL01 (NELSON\NYGAARD CONSULTING A	77193H	03/25/20	04/24/20	A	15943.47	NEL01, 77193, FEB-20 LAVTA SRTTP/LRTP 2/1-2/2
04-20	OFF01 (OFFICE DEPOT)	116609001 268075001 271061001 271062001 271063001 308107001 309841001	03/27/20 04/16/20 04/17/20 04/14/20 04/15/20 03/24/20 03/26/20	04/26/20 05/16/20 05/17/20 05/14/20 05/15/20 04/23/20 04/25/20	A A A A A A A	138.28 153.33 62.15 62.15 34.95 165.84 15.28	OFF01, 466116609001, 3/27/20 OFFICE SUPPLIES OFF01, 477268075001, 4/16/20 OFFICE SUPPLIES OFF01, 477271061001, 4/17/20 OFFICE SUPPLIES OFF01, 477271062001, 4/14/20 OFFICE SUPPLIES OFF01, 477271063001, 4/15/20 OFFICE SUPPLIES OFF01, 463308107001, 3/24/20 OFFICE SUPPLIES OFF01, 463309841001, 3/26/20 OFFICE SUPPLIES
		Vendor's Total ----->				631.98	
04-20	PAC01 (AT&T )	ATT 03/20H ATT030720H ATT031120H ATT031320H	04/13/20 03/07/20 03/11/20 03/13/20	05/13/20 04/06/20 04/10/20 04/12/20	A A A A	182.85 33.03 351.43 294.05	PAC01, ACCT #925-245-0576, 3/13-4/12/20 PAC01, ACCT #232-351-6260, CONTRACTOR FIRE 3/ PAC01, ACCT #436-951-0106, ATLANTIS T1 3/11-4 PAC01, ACCT #925-243-9029, ATLANTIS ALARM 3/1
		Vendor's Total ----->				861.36	
04-20	PAC02 (PACIFIC GAS AND ELECTRIC)	580040720H 606040320H 726032720H 764031920H 900031520H	04/07/20 04/03/20 04/17/20 04/06/20 04/01/20	05/07/20 05/03/20 05/17/20 05/06/20 05/01/20	A A A A A	5405.22 1127.62 1245.40 114.45 2176.15	PAC02, 5809326332-3, MOA ELECTRIC 3/3-3/31/2 PAC02, 6062256368-6, ATLANTIS 2/28-3/29/20 PAC02, 7264840356-5, RAPID BUS STOP 2/21-3/2 PAC02, 7649646868-7, DOOLAN TWR 2/12-3/12/20 PAC02, 9007202117-4, MOA GAS 2/13-3/13/20
		Vendor's Total ----->				10068.84	
04-20	PAC11 (PACIFIC ENVIROMENTAL SERV)	1838 1839	04/02/20 04/02/20	05/02/20 05/02/20	A A	120.00 120.00	PAC11, 1838, RUTAN MONTHLY SERVICE MAR-20 PAC11, 1839, ATLANTIS MONTHLY SERVICE MAR-20
		Vendor's Total ----->				240.00	
04-20	PAC16 (PACIFIC COAST TRANE)	S101104	03/10/20	04/09/20	A	683.20	PAC16, S101104, SERVICE CALL-DISPATCH HVAC
04-20	PER01 (PERS )	20200403CH 20200403NH 20200417CH 20200417NH	04/09/20 04/09/20 04/24/20 04/24/20	05/09/20 05/09/20 05/24/20 05/24/20	A A A A	3650.79 4213.24 3650.79 4819.85	PER01, PERS CLASSIC CONTRIBUTION 3/21-4/3/20 PER01, PERS NEW CONTRIBUTION 3/21-4/3/20 PER01, PERS CLASSIC CONTRIBUTION 4/4/20-4/17 PER01, PERS NEW CONTRIBUTION 4/4/20-4/17/20
		Vendor's Total ----->				16334.67	
04-20	PER02 (CALPERS RETIREMENT SYSTEM)	FY20-OPEB	04/07/20	05/07/20	A	126382.00	PER02, FY20 PREFUND OPEB ARC CONTRIBUTION
04-20	PER03 (CAL PUB EMP RETIRE SYSTM)	APR-2020H MAY-2020H	03/16/20 04/14/20	04/15/20 05/14/20	A A	35043.64 37509.44	PER03, APR-20 HEALTH INSURANCE PER03, MAY-20 HEALTH INSURANCE
		Vendor's Total ----->				72553.08	
04-20	PER04 (CALPERS RETIREMENT SYSTEM)	20200403H 20200417H	04/09/20 04/24/20	05/09/20 05/24/20	A A	2110.07 2193.75	PER04, PERS 457 CONTRIBUTION 3/21-4/3/20 PER04, PERS 457 CONTRIBUTION 4/4/20-4/17/20
		Vendor's Total ----->				4303.82	
04-20	PLA02 (PLANETERIA MEDIA LLC)	17370	04/15/20	05/15/20	A	325.00	PLA02, 17370, WEB HOSTING APR-20
04-20	PLE05 (PLEASANTON, CITY OF)	4-3-20ATC	04/03/20	05/03/20	A	20278.64	PLE05, LAVTA TSP PROJECT-8 QTY ATC TRAFFIC C
04-20	POW02 (PACIFIC POWER GROUP)	652308800 690374900	04/15/20 04/08/20	05/15/20 05/08/20	A A	10255.49 44810.03	POW02, 6523088-00, PO #7231 UNIT #0913 DPIM POW02, 6903749-00, UNIT #0702 ESS MODULE REF
		Vendor's Total ----->				55065.52	
04-20	QUE01 (QUENCH)	2281538	02/01/20	03/02/20	A	179.40	QUE01, 2281538, X-STREAM WATER COOLER-TC
04-20	RCO01 (R COMPUTERS)	519908H	04/06/20	05/06/20	A	5880.66	RCO01, 519908, MP256 FIREWALL & CISCO VPN 4/

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04-20	RSE01 (R & S ERECTION)	115705-GR	04/17/20	05/17/20	A	624.00	RSE01, 115705-GR, MP290 REPAIR SLIDE VEHICLE
04-20	SCF01 (SC FUELS)	4268228	04/02/20	05/02/20	A	11261.59	SCF01, 4268228, 4/2/20 FUEL DELIVERY
		4280093	04/17/20	05/17/20	A	9665.09	SCF01, 4280093, 4/17/20 FUEL DELIVERY
		Vendor's Total ----->				20926.68	
04-20	SEL00 (SELECT IMAGING)	89038	04/02/20	05/02/20	A	76.48	SEL00, 89038, 500 BUSINESS CARDS-TOAN TRAN
04-20	SEO01 (SEON SYSTEM SALES INC.)	143752	02/14/20	03/15/20	A	2731.25	SEO01, 143752, MP132 WAP INSTALL & VIDEO REP
04-20	SHA02 (SHAMROCK OFFICE SOLUTIONS)	467410	04/13/20	05/13/20	A	13.66	SHA02, 467410, TONER FOR PRINTER 4/13/20
		468333	04/24/20	05/24/20	A	17.61	SHA02, 468333, FRONT DESK PRINTER 3/30-4/29/
		Vendor's Total ----->				31.27	
04-20	SIN01 (SINGLEPOINT COMMUNICATIONS)	7770	03/30/20	04/29/20	A	4500.00	SIN01, 7770, MAX TRANSIT WiFi ROUTERS-6 QTY
04-20	SOL01 (SOLUTIONS FOR TRANSIT)	20-0205LA	02/05/20	03/06/20	A	2083.33	SOL01, 20-0205LAVTA, JAN-20 CLIPPER ANALYSIS
		20-0305LA	03/05/20	04/04/20	A	2083.33	SOL01, 20-0305LAVTA, FEB-20 CLIPPER ANALYSIS
		20-0405LA	04/05/20	05/05/20	A	2083.33	SOL01, 20-0405LAVTA, MAR-20 CLIPPER ANALYSIS
		Vendor's Total ----->				6249.99	
04-20	SPU01 (SPUR )	A036777	04/24/20	05/24/20	A	2500.00	SPU01, 042320A036777, ANNUAL MEMBERSHIP 4/20
04-20	STA01 (STATE COMPENSATION FUND)	MAY-2020H	04/22/20	05/22/20	A	1395.33	STA01, MAY-20 WORKER'S COMP PREMIUM
04-20	STA13 (STAPLES CREDIT PLAN)	APR-2020H	04/08/20	05/08/20	A	2069.44	STA13, APR-20 CC STATEMENT
04-20	STA19 (STATE OF CALIFORNIA-DEPT OF 20008779		03/19/20	04/18/20	A	10098.79	STA19, 20008779,RAIL PROJ 04-0419000266 JAN-
04-20	TAX07 (ASMA SYEDA)	3-22-20H	04/03/20	05/03/20	A	32.26	TAX07, PARATAXI REIMBURSE 3/22/20
		01010311CH	04/01/20	05/01/20	A	130.46	TAX07, PARATAXI REIMBURSE 1/1-3/11/20 CORREC
		3-14-20COH	04/01/20	05/01/20	A	12.75	TAX07, PARATAXI REIMBURSE 3-14-20 CORRECTION
		Vendor's Total ----->				175.47	
04-20	TAX67 (CHRISTEL RAGER)	0302-0326H	04/16/20	05/16/20	A	80.75	TAX67, PARATAXI REIMBURSE 3/2-3/26/20
04-20	TAX91 (VIVIAN MARIE MILLER)	0208-0319H	04/16/20	05/16/20	A	271.52	TAX91, PARATAXI REIMBURSE 2/8-3/19/20
04-20	TEL01 (TPx COMMUNICATIONS)	128164129	03/31/20	04/30/20	A	2810.75	TEL01, 128164129-0, 4/1-4/30/20 SERVICE
04-20	TES01 (TEST AMERICA LABORATORIES	I720012068	03/30/20	04/29/20	A	215.00	TES01, 7200012068, 3/16/20 ATLANTIS WATER TE
		720012343	04/20/20	05/20/20	A	215.00	TES01, 7200012343, 4/6/20 RUTAN WATER TESTIN
		Vendor's Total ----->				430.00	
04-20	TRE01 (MICHAEL TREE)	FEB-MAR20H	04/30/20	05/30/20	A	583.05	TRE01, FEB & MAR-20 RAIL MILEAGE REIMBURSE
04-20	TX201 (JANE TIPTON)	0126-0313	04/30/20	05/30/20	A	137.80	TX201, PARATAXI REIMBURSE 1/26-3/13/20
04-20	TX205 (MUHAMMAD ALI)	0110-0229	04/16/20	05/16/20	A	56.45	TX205, PARATAXI REIMBURSE 1/10-2/29/20
04-20	TX206 (FARZANA ALI)	0108-0130	04/16/20	05/16/20	A	182.16	TX206, PARATAXI REIMBURSE 1/8-1/30/20
04-20	TX212 (LINDA WAHLE)	0308-0325	04/16/20	05/16/20	A	120.36	TX212, PARATAXI REIMBURSE 3/8-3/25/20
04-20	TX217 (SHIRLEY FARRELL-COWLES)	02250311CH	04/01/20	05/01/20	A	72.89	TX217, PARATAXI REIMBURSE 2/25-3/11/20 CORRE
04-20	TX228 (DEBORAH BUTLER)	0405-0408	04/16/20	05/16/20	A	62.90	TX228, PARATAXI REIMBURSE 4/5-4/8/20
04-20	TX232 (MARIA MIR)	02050226CH	04/01/20	05/01/20	A	185.41	TX232, PARATAXI REIMBURSE 2/5-2/26/20 CORREC
04-20	TX234 (ANN NORRIS)	1001-1126u	04/30/20	/ /		109.62	Ck# 021767 Reversed



REPORT.: May 20 20 Wednesday  
 RUN....: May 20 20 Time: 15:18  
 Run By.: Daniel Zepeda

LAVTA  
 Month End Payable Activity Report  
 Prior Period Report for 04-20

PAGE: 005  
 ID #: PY-AC  
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
04-20	TX234 (ANN NORRIS)	11-26CORRH 1221-0213H	04/30/20 04/30/20	05/30/20 05/30/20	A A	109.62 78.83	TX234, 10/1-11/26/19 CK #021767 STOP PAY-ACH TX234, PARATAXI REIMBURSE 12/21/19-2/13/20
		Vendor's Total ----->				78.83	
04-20	TX238 (MEGAN LEVITT)	0319-0403 0410-0417	04/16/20 04/30/20	05/16/20 05/30/20	A A	40.00 40.00	TX238, PARATAXI REIMBURSE 3/19-4/3/20 TX238, PARATAXI REIMBURSE 4/10-4/17/20
		Vendor's Total ----->				80.00	
04-20	TYL01 (T.Y. LIN INTERNATIONAL)	102004091	04/08/20	05/08/20	A	14300.00	TYL01, 102004091, FASTER BAY AREA CONSULT 1/
04-20	VSP01 (VSP )	APR-2020H MAY-2020H	03/19/20 04/19/20	04/18/20 05/19/20	A A	531.46 536.66	VSP01, APR-20 VISION INSURANCE VSP01, MAY-20 VISION INSURANCE
		Vendor's Total ----->				1068.12	
04-20	WOE01 (ROBERT L. WOERNER)	MAR-2020H	04/01/20	05/01/20	A	100.00	WOE01, MAR-20 BOD STIPEND
04-20	YEA01 (JENNIFER YEAMANS)	0129-0403H	04/06/20	05/06/20	A	51.75	YEA01, 1/29-4/3/20 MILEAGE REIMBURSE
		Total of Purchases ->				1764281.13	

## **AGENDA**

### **ITEM 5C**

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

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

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2020

---

**Action Requested**

Staff requests that the Board of Directors approve the attached Resolution 12-2020 reauthorizing investment of LAVTA funds in LAIF.

**Background**

In 1996 the California legislature enacted a new law under the California Government Code to improve accountability for investments made by public agencies. (This was in response to the financial problems in Orange County at the time.) This law, in part, requires that public entities annually prepare and adopt an investment policy at a public meeting. Attached for your review and approval is a resolution adopting LAVTA's current investment policy, which was first adopted by the board of Directors in February 1986.

**Discussion**

In 1986 when LAVTA made the decision to utilize the LAIF for investment purposes, that decision was based on a number of considerations which included the fact that there are no qualified positions within the Authority's organization to make day-to-day investment decisions. Since that has not changed over the years, nor is it anticipated that the organization will likely have such expertise in the future, Staff recommends that LAVTA continue to utilize LAIF for ongoing investments.

There is no change in the recommendation for this year's resolution in the authorization to order the deposit or withdrawal of monies in LAIF, and includes LAVTA's Executive Director, Michael Tree, and Tamara Edwards, Director of Finance.

**Budget**

No budget impact.

**Next Steps**

Upon Board approval, this Resolution will be provided to LAIF and kept on record as required.

**Recommendation**

Staff recommends that the Board of Directors adopt the attached Resolution 12-2020 reauthorizing investment of LAVTA monies in LAIF.

**Attachments:**

1. Resolution 12-2020 Authorizing Investment of Livermore Amador Valley Transit Authority Monies in the State of California Local Agency Investment Fund

*Approved:* \_\_\_\_\_

**RESOLUTION NO. 12-2020**

**RESOLUTION AUTHORIZING INVESTMENT OF  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
MONIES IN LOCAL AGENCY INVESTMENT FUND**

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Livermore Amador Valley Transit Authority does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein as in the best interests of the Livermore Amador Valley Transit Authority ;

THEREFORE, BE IT RESOLVED that the Board of Directors does hereby authorize the deposit and withdrawal of Livermore Amador Valley Transit Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein;

BE IT FURTHER RESOLVED that the following Livermore Amador Valley Transit Authority officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

---

Michael S. Tree  
Executive Director

---

Tamara Edwards  
Director of Finance

PASSED AND ADOPTED by the Board of Directors of the Livermore Amador Valley Transit Authority of the State of California on the 1st day of June 2020.

---

David Haubert, Board Chair

ATTEST:

---

Michael Conneran, Legal Counsel

## **AGENDA**

### **ITEM 5D**

## STAFF REPORT

SUBJECT: TAAC Recruitment for Terms Starting FY 2020/2021

FROM: Kadri Külm, Paratransit Planner

DATE: June 1, 2020

---

### Action Requested

Ratify the appointments for the Tri-Valley Accessible Advisory Committee (TAAC) for two-year terms starting on July 1, 2020.

### Background

The Tri-Valley Accessible Advisory Committee consists of community members who are appointed to represent their respective cities and Alameda County on accessibility issues facing senior and disabled residents on Wheels fixed route and Dial-A-Ride services. The TAAC also includes individuals representing public social service agencies. The TAAC is comprised of eleven (11) representatives, four (4) alternates, and one (1) Paratransit Advisory and Planning Committee (PAPCO) representative. The term for four of the sixteen seats will expire on June 30, 2021 while the term of the other twelve seats will expire on June 30, 2020. These individuals include:

- Bob Chulata – Livermore representative
- Judith LaMarre – Livermore representative
- Connie Mack – Dublin representative
- Jeffrey Jacobsen – Pleasanton alternate
- Herb Hastings – Alameda County representative
- David Weir – Alameda County alternate
- Melanie Henry – Social Services representative
- Rachel Prater – Social Services representative
- Amy Mauldin – Social Services representative

Also, because Livermore representative Russ Riley, Dublin alternate Helen Buckholtz, and Social Services alternate Michael Galvan recently resigned, there are total of 12 representative and alternate seats available for terms starting on July 1, 2020.

## **Discussion**

LAVTA received 12 applications for the 12 open seats:

### *Livermore Representation – Three applications received for three open seats*

- Judith LaMarre – Current Livermore representative
- David Weir – Livermore resident and current County of Alameda alternate
- Michael Balero – new applicant

Staff recommends that Ms. LaMarre continues as the Livermore representative, Mr. Weir fills the seat vacated by Mr. Chulata, and Mr. Balero becomes the Livermore alternate.

### *Pleasanton Representation – One application received for one open seat*

- Jeffrey Jacobsen – current Pleasanton alternate

Staff recommends that Mr. Jacobsen continues as Pleasanton alternate.

### *Dublin Representation – Three applications received for two open seats*

- Connie Mack – current Dublin representative
- Donna Singer – new applicant
- Kulwant Singh – new applicant

Staff recommends that Ms. Mack continues as the Dublin representative, Ms. Singer becomes the Dublin alternate, and Mr. Singh becomes the Alameda County alternate.

### *Alameda County Representation – One application received for two open seats*

- Herb Hastings – current Alameda County representative

Staff recommends that Mr. Hastings continues as the Alameda County representative and Mr. Singh from the City of Dublin becomes Alameda County alternate.

### *Social Services Representation – Four applications for four open seats*

- Rachel Prater – current Social Services representative
- Amy Mauldin – current Social Services representative
- Diana Houghtaling – new applicant
- Shay Roberson – new applicant



Staff recommends reappointing Ms. Prater and Ms. Mauldin for the Social Services representative seats. Because Ms. Houghtaling from the Tri-Valley Senior Support Services has been attending TAAC meetings, staff recommends appointing her to the Social Services representative seat and the Ms. Roberson from the Community Resources for Independent Living to the Social Services alternate seat.

The current TAAC members were emailed the staff report along with the received applications for their review and feedback. The feedback received was positive.

If the Board of Directors makes the appointments as recommended then the TAAC will be fully represented with no vacancies.

### **Recommendation**

Ratify the appointments for the Tri-Valley Accessible Advisory Committee for two-year terms starting on July 1, 2020.

Attachments:

1. TAAC Term Expirations
2. TAAC Applications

*Approved:* \_\_\_\_\_

Tri-Valley Accessible Advisory Committee (TAAC)  
 Membership Directory for FY 2020 (July 2019 to June 2020)  
*As of May 7, 2020*

Dublin Representation

<i><b>Committee Seat</b></i>	<i><b>Term</b></i>	<i><b>Term Beginning</b></i>	<i><b>Term Conclusion</b></i>
Shawn Costello	2 years	July 2019	June 2021
Connie Mack	2 years	July 2018	June 2020
Vacant (Alternate)			

Livermore Representation

<i><b>Committee Seat</b></i>	<i><b>Term</b></i>	<i><b>Term Beginning</b></i>	<i><b>Term Conclusion</b></i>
Bob Chulata	2 years	July 2018	June 2020
Judith LaMarre	2 years	July 2018	June 2020
Vacant (Alternate)			

Pleasanton Representation

<i><b>Committee Seat</b></i>	<i><b>Term</b></i>	<i><b>Term Beginning</b></i>	<i><b>Term Conclusion</b></i>
Carmen Rivera-Hendrickson	2 years	July 2019	June 2021
Sue Tuite	1 year	July 2019	June 2021
Jeffrey Jacobsen (Alternate)	2 years	December 2018	June 2020

Alameda County Representation

<i><b>Committee Seat</b></i>	<i><b>Term</b></i>	<i><b>Term Beginning</b></i>	<i><b>Term Conclusion</b></i>
Herb Hastings	2 years	July 2018	June 2020
David Weir (Alternate)	2 years	July 2018	June 2020

Social Services Representation

<i><b>Committee Seat</b></i>	<i><b>Term</b></i>	<i><b>Term Beginning</b></i>	<i><b>Term Conclusion</b></i>
Melanie Henry	2 years	July 2018	June 2020
Rachel Prater	2 years	July 2018	June 2020
Amy Mauldin	2 years	July 2018	June 2020
Vacant (Alternate)			

PAPCO Representative

<i><b>Committee Seat</b></i>	<i><b>Term</b></i>	<i><b>Term Beginning</b></i>	<i><b>Term Conclusion</b></i>
Esther Waltz	N/A	2014	Same as PAPCO Term

Livermore Amador Valley Transit Authority  
Tri-Valley Accessible Advisory Committee (TAAC)

Application  
Page 1 of 2

## APPLICATION FOR TAAC MEMBERSHIP

RECEIVED

MAR 31 2011

Livermore Amador Valley  
Transit Authority

### GENERAL INFORMATION

Name DAVID WEIR

Agency (if applicable) n/a

Address [REDACTED]

City LIVERMORE

Zip 94551

Home # 925-454-[REDACTED] Work # 415-778-[REDACTED] Mobile # 404-259-[REDACTED]

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin                     

City of Pleasanton                     

City of Livermore                      ✓

Alameda County                      ✓

Social Services Agency                     

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly                     

Disabled                      ✓

A Caretaker for a Disabled person                     

**Or**

Employed in Social Services in the Tri-Valley

1. Do you or your clients use Dial-A-Ride? If yes, how often?

*No*

2. Do you or your clients use Fixed Route service? If yes, how often?

*yes, occasionally*

3. In a single statement, why do you want to be on this committee?

*I have served on this Committee for 2 years as an alternate representative for Alameda County, and found it to be a rewarding experience. I believe I have contributed much to the committee during my initial term*

4. What skills and knowledge do you feel you bring to this committee?

*An extensive knowledge of transit gained through my employment at the Metropolitan Transportation Commission working on the Clipper program.*

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule? *yes. I have been able to take time off from work to attend meetings, and expect to continue to do so.*

6. Please include any additional information that may assist the decision making process.

Livermore Amador Valley Transit Authority  
Tri-Valley Accessible Advisory Committee (TAAC)

RECEIVED

MAR 02 2020

Application  
Page 1 of 2

Livermore Amador Valley  
Transit Authority

**APPLICATION FOR TAAC MEMBERSHIP**

**GENERAL INFORMATION**Name HERB HASTINGS

Agency (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City DUBLIN Zip 9568Home # \_\_\_\_\_ Work # \_\_\_\_\_ Mobile # 925 337

Email address: \_\_\_\_\_

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin \_\_\_\_\_

City of Pleasanton \_\_\_\_\_

City of Livermore \_\_\_\_\_

Alameda County X CURRENT

Social Services Agency \_\_\_\_\_

**You are eligible for your position because you are****A resident of the City or County and are**

Elderly \_\_\_\_\_

Disabled X

A Caretaker for a Disabled person \_\_\_\_\_

**Or**

Employed in Social Services in the Tri Valley \_\_\_\_\_

Livermore Amador Valley Transit Authority  
Tri-Valley Accessible Advisory Committee (TAAC)

Application  
Page 2 of 2

1. Do you or your clients use Dial-A-Ride? If yes, how often?

CASUAL USAGE - USE AS NEEDED

2. Do you or your clients use Fixed Route service? If yes, how often?

RIDE REGULARLY

3. In a single statement, why do you want to be on this committee?

TO CONTINUE MY ADVOCACY EFFORTS  
TO IMPROVE OVERALL TRANSIT SERVICE  
IN TRI VALLEY

4. What skills and knowledge do you feel you bring to this committee?

CLIENT ADVOCATE FOR DISABLED  
COMMUNITY

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

YES

6. Please include any additional information that may assist the decision making process.

WORK HS RECORDS  
CENTER EAST BAY ADVOCATE

END OF APPLICATION

RECEIVED

APR 24 2020

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name CONNIE F. MACK

Agency (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City DUBLIN Zip 94568

Home # (925) 829- [REDACTED] Work # (925) 997- [REDACTED] Mobile # (925) 997- [REDACTED]

Email address: \_\_\_\_\_

Which of the following open positions are you applying for?  
(May check more than one, if applicable.)

City of Dublin	<input checked="" type="checkbox"/>
City of Pleasanton	<input type="checkbox"/>
City of Livermore	<input type="checkbox"/>
Alameda County	<input type="checkbox"/>
Social Services Agency	<input type="checkbox"/>

You are eligible for your position because you are

A resident of the City or County and are

Elderly	<input checked="" type="checkbox"/>
Disabled	<input type="checkbox"/>
A Caretaker for a Disabled person	<input type="checkbox"/>

Or

Employed in Social Services in the Tri Valley \_\_\_\_\_

1. Do you or your clients use Dial-A-Ride? If yes, how often?

YES - SOMETIMES IT IS USED AT THE  
DUBLIN SENIOR CENTER

2. Do you or your clients use Fixed Route service? If yes, how often?

YES - SOMETIMES. MAYBE 2 TIMES A  
WEEK BEFORE COVID-19

3. In a single statement, why do you want to be on this committee?

I MAY BE ABLE TO HELP INFLUENCE  
HOW OUR CITIZENS HAVE ACCESS  
TO TRANSPORTATION

4. What skills and knowledge do you feel you bring to this committee?

I AM DEDICATED TO HELPING OTHERS,  
AND WILL DO WHAT I CAN TO HELP.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

MY SCHEDULE IS VERY FLEXIBLE.

6. Please include any additional information that may assist the decision making process.

I VOLUNTEER AT THE DUBLIN  
SENIOR CENTER



## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name KOLWART SINGH BSME, MBA, P.E.

Agency (if applicable) Retired from state of California

Address [REDACTED]

City Dublin Zip 94568

Home # — Work # — Mobile # 925-216-[REDACTED]

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	<u>X</u>
City of Pleasanton	<u>/</u>
City of Livermore	<u>/</u>
Alameda County	<u>/</u>
Social Services Agency	<u>/</u>

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly ✓

Disabled /

A Caretaker for a Disabled person /

**Or**

Employed in Social Services in the Tri-Valley /

1. Do you or your clients use Dial-A-Ride? If yes, how often?

No.

2. Do you or your clients use Fixed Route service? If yes, how often?

I used to come from BART to my house ~~as~~ (both ways)  
~~Other~~

3. In a single statement, why do you want to be on this committee?

To help TAAC to provide more better services to city residents.  
By providing better services, hope to reduce car travel, reduce congestion  
on the roads and reduce carbon foot print.

4. What skills and knowledge do you feel you bring to this committee? I have earlier

volunteered as: — 1. Member Alameda County ~~Jury~~ Grand Jury.

2. 5 years as Commissioner in Alameda County Library, Fremont

3. 5 years as Judge in Alameda County Science & Engineering Fair

4. Judge & Coordinator for a Debate club, 5. Volunteer in Superior Court

6. President of Home Owners Association for last 7 years

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

As I am retired, I can attend meetings anytime but  
with notice

6. Please include any additional information that may assist the decision making process.

As I have worked in Dept. of Transportation in State Govt,  
I may use the experience gained there ~~and~~ and as a MBA  
Graduate, bring analytical way of looking at problems.

END OF APPLICATION

## APPLICATION FOR WAAC MEMBERSHIP

### GENERAL INFORMATION

Name Donna Singer

Agency (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City Dublin Zip 94568

Home # NA Work # NA Mobile # 510 325-1

Email address: \_\_\_\_\_

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	<u>X</u>
City of Pleasanton	_____
City of Livermore	_____
Alameda County	_____
Social Services Agency	_____

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly	<u>X</u>
Disabled	<u>X</u>
A Caretaker for a Disabled person	_____

**Or**

Employed in Social Services in the Tri Valley \_\_\_\_\_

1. Do you or your clients use Dial-A-Ride? If yes, how often?

*I ride about 4 times a month.*

2. Do you or your clients use Fixed Route service? If yes, how often?

*NO*

3. In a single statement, why do you want to be on this committee?

*My goals are to have our WAAC make sound and informed decisions that will enhance and improve their overall purpose. I will assist the Board/Committee in maintaining the usability of the wheels system in the LAVTA.*

4. What skills and knowledge do you feel you bring to this committee?

*I have volunteered for several community agencies.*  
*1. Chamber of Commerce - Oakland 1989-1999*  
*2. Crime Stoppers - Hayward*  
*3. St. Raymond's Lecture - 2007-2019*  
*4. Salvagato To A Board 5 years.*

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

*Yes, my schedule is very flexible  
I am retired.*

6. Please include any additional information that may assist the decision making process.

*I have served on a planning group board as a President for more than 15 years.*



## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name Judy LaMarre

Agency (if applicable) \_\_\_\_\_

Address [REDACTED]

City Livermore, CA Zip 94550

Home # \_\_\_\_\_ Work # \_\_\_\_\_ Mobile # 925-694-[REDACTED]

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	_____
City of Pleasanton	_____
City of Livermore	<u>✓</u>
Alameda County	_____
Social Services Agency	_____

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly	<u>✓</u>
Disabled	<u>✓</u>
A Caretaker for a Disabled person	_____

**Or**

Employed in Social Services in the Tri Valley \_\_\_\_\_

1. Do you or your clients use Dial-A-Ride? If yes, how often? *yes*  
*Once every 2 months, in order to get to the meetings. Sometimes I will use it to get to the doctors or other appointments. I am low ~~income~~ income, and can't afford the prices.*
2. Do you or your clients use Fixed Route service? If yes, how often? *yes*  
*almost every day.*

3. In a single statement, why do you want to be on this committee?

*I would ~~at~~ like to continue to serve Livermore on the TAAC Committee. I would ~~at~~ like to continue to advocate for the seniors and the disabled.*

4. What skills and knowledge do you feel you bring to this committee?

*I have lived in the Tri-Valley since ~~the~~ Wheels came to the Tri-Valley in the early '80's. I've seen many of the changes it has <sup>now</sup> made. Also, since I ride almost every day, I found out what the needs are in the community.*

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

*yes. My schedule is very flexible*

6. Please include any additional information that may assist the decision making process.

*I have serviced Livermore for the past two years. Before that I served the County of Alameda as an alternate for more than one term.*

END OF APPLICATION

## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name J. Michael BALERO

Agency (if applicable) \_\_\_\_\_

Address [REDACTED]

City Livermore Zip 94550

Home # 925-449-[REDACTED] Work # 925-525-[REDACTED] Mobile # 925-525-[REDACTED]

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	_____
City of Pleasanton	_____
City of Livermore	<u>✓</u>
Alameda County	_____
Social Services Agency	_____

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly	_____
Disabled	_____
A Caretaker for a Disabled person	<u>✓</u>

**Or**

Employed in Social Services in the Tri-Valley \_\_\_\_\_

**RECEIVED**  
JAN 10 2020  
Livermore Amador Valley  
Transit Authority

1. Do you or your clients use Dial-A-Ride? If yes, how often?

yes. my son does for his program. Takes Dial-A-Ride  
5 Days A week.

2. Do you or your clients use Fixed Route service? If yes, how often?

No

3. In a single statement, why do you want to be on this committee?

I am a parent and advocate of an adult with special needs, and I feel strongly about advocating for those that are unable to advocate for themselves. When my son was a young child, I served as a committee member on the Durham Bus Advisory Committee.

4. What skills and knowledge do you feel you bring to this committee?

I have 25+ years of management experience. I am level-headed, a proven negotiator and I work well with all types of people. I have a demonstrated ability to listen and problem solve. Further, I am fair and unbiased.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

yes.

6. Please include any additional information that may assist the decision making process.

I am well connected with in the Tri-Valley and strongly believe I will represent the community with integrity and fairness.



## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name Jeffrey Jacobson  
Agency (if applicable) N/A  
Address [REDACTED]  
City Pleasanton, CA Zip 94566  
Home # (925) 701-[REDACTED] Work # N/A Mobile # (925) 701-[REDACTED]  
Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	<u>✓</u>
City of Pleasanton	<u>          </u>
City of Livermore	<u>          </u>
Alameda County	<u>          </u>
Social Services Agency	<u>          </u>

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly	<u>          </u>
Disabled	<u>✓</u>
A Caretaker for a Disabled person	<u>          </u>

**Or**

Employed in Social Services in the Tri Valley

1. Do you or your clients use Dial-A-Ride? If yes, how often?  
yes, 5 times a week

2. Do you or your clients use Fixed Route service? If yes, how often?  
NO.

3. In a single statement, why do you want to be on this committee?  
Provide input on wheels services

4. What skills and knowledge do you feel you bring to this committee?  
very knowledgeable in dial a ride and paratransit services.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

yes, very flexible

6. Please include any additional information that may assist the decision making process.

END OF APPLICATION

## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name Diana Houghtaling

Agency (if applicable) SSPTV

Address [REDACTED]

City Livermore Zip 94551

Home # 443 [REDACTED] Work # 931 [REDACTED] Mobile # 858 [REDACTED]

Email address: [REDACTED]

Which of the following open positions are you applying for?  
(May check more than one, if applicable.)

City of Dublin	_____
City of Pleasanton	_____
City of Livermore	_____
Alameda County	_____
Social Services Agency	<u>X</u>

You are eligible for your position because you are

A resident of the City or County and are

Elderly \_\_\_\_\_

Disabled \_\_\_\_\_

A Caretaker for a Disabled person \_\_\_\_\_

Or

Employed in Social Services in the Tri-Valley X

1. Do you or your clients use Dial-A-Ride? If yes, how often?

Yes. - 10 x / week

2. Do you or your clients use Fixed Route service? If yes, how often?

Yes 15 x / week

3. In a single statement, why do you want to be on this committee?

Transportation is very important to the disabled / Senior population. Giving them several options to meet transportation needs is a very important ~~need~~ necessity.

4. What skills and knowledge do you feel you bring to this committee?

Working with seniors and realizing their needs I feel would be valuable to the committee.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

Yes I will be able to attend all meetings.

6. Please include any additional information that may assist the decision making process.

## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name Amy Mauldin

Agency (if applicable) RLCB

Address [REDACTED]

City San Leandro Zip [REDACTED]

Home # [REDACTED] Work # 510 618 [REDACTED] Mobile # [REDACTED]

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	<u>                    </u>
City of Pleasanton	<u>                    </u>
City of Livermore	<u>                    </u>
Alameda County	<u>                    </u>
Social Services Agency	<u>X</u>

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly                     

Disabled                     

A Caretaker for a Disabled person                     

**Or**

Employed in Social Services in the Tri Valley X

1. Do you or your clients use Dial-A-Ride? If yes, how often?

Yes my clients use  
Dial a ride

2. Do you or your clients use Fixed Route service? If yes, how often?

Yes some of my clients use  
fixed route service

3. In a single statement, why do you want to be on this committee?

to help advocate for Accessibility  
with transportation

4. What skills and knowledge do you feel you bring to this committee?

I've been in the Social Service  
field for 10 years working with  
disabled clients

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

Yes,

6. Please include any additional information that may assist the decision making process.

I'm currently on the committee

**Livermore Amador Valley Transit Authority  
Tri-Valley Accessible Advisory Committee (TAAC)**

**APPLICATION INSTRUCTIONS**

**ELIGIBILITY REQUIREMENTS**

Residents of Pleasanton, Dublin or Livermore who are elderly, disabled or care for someone who is disabled may apply to be the representative for their city or county. Persons employed in the social services field in the Tri-Valley area may apply for the Social Services position only.

**RESPONSIBILITIES**

Members are expected to represent the viewpoint of the elderly and disabled community of the Tri-Valley and provide input on the LAVTA services. Members also act as liaisons for LAVTA by informing the general public about LAVTA services and policies. Meetings are held every other month and are scheduled for ninety (90) minutes. For disabled members, transportation is provided on the LAVTA Dial-A-Ride service for free both to and from the meeting. All members receive a pass which provides them with complimentary service on all LAVTA fixed route buses while serving on the TAAC. Appointments to the TAAC are made by the elected officials who make up the LAVTA Board of Directors.

**Please send the filled out application to:**

**Attn: Kadri Kulm  
LAVTA/Wheels  
1362 Rutan Court, Suite 100  
Livermore, CA 94551**

## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name Rachel Prater

Agency (if applicable) City of Pleasanton – Pleasanton Paratransit Service (PPS)

Address [REDACTED]

City Pleasanton Zip 94566

Home #                      Work # 925-931-[REDACTED] Mobile #                     

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	<u>                    </u>
City of Pleasanton	<u>                    </u>
City of Livermore	<u>                    </u>
Alameda County	<u>                    </u>
Social Services Agency	<u>    X    </u>

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly	<u>                    </u>
Disabled	<u>                    </u>
A Caretaker for a Disabled person	<u>                    </u>

**Or**

Employed in Social Services in the Tri-Valley     X



1. Do you or your clients use Dial-A-Ride? If yes, how often?  
Yes, PPS riders are encouraged to use Dial-A-Ride. PPS Staff are available to assist paratransit riders in learning about fixed route services. The Senior Center also sells Dial-A-Ride passes.
2. Do you or your clients use Fixed Route service? If yes, how often?  
Yes, PPS riders are encouraged to use fixed route services. PPS Staff are available to assist paratransit riders in learning about fixed route services.
3. In a single statement, why do you want to be on this committee?  
As a City agency providing paratransit services, I believe it is important to work closely with members of the TACC in coordinating local transit services and programs for the benefit of the tri-valley residents.
4. What skills and knowledge do you feel you bring to this committee?  
As a City of Pleasanton employee since 2012 I have had the opportunity to collaborate and assist many members of the community who use public transportation. As the current Recreation Supervisor overseeing Senior Programs/Services, RADD (Recreation for Adults with Developmental Disabilities) Program and Pleasanton Paratransit I am able to communicate with and seek feedback from members of the community who utilize these crucial services. I am passionate about serving the tri-valley community and enjoy collaborating with people of all abilities.
5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?  
Yes, I can attend meetings during regular business hours and am able to flex my schedule to attend hours outside of normal business hours. We are also happy to host meetings at the Pleasanton Senior Center.
6. Please include any additional information that may assist the decision-making process.  
I have enjoyed my time serving on the TACC and look forward to continuing to serve with individuals passionate about transportation in the tri-valley.

**Livermore Amador Valley Transit Authority  
Tri-Valley Accessible Advisory Committee (TAAC)**

**APPLICATION INSTRUCTIONS**

**ELIGIBILITY REQUIREMENTS**

Residents of Pleasanton, Dublin or Livermore who are elderly, disabled or care for someone who is disabled may apply to be the representative for their city or county. Persons employed in the social services field in the Tri-Valley area may apply for the Social Services position only.

**RESPONSIBILITIES**

Members are expected to represent the viewpoint of the elderly and disabled community of the Tri-Valley and provide input on the LAVTA services. Members also act as liaisons for LAVTA by informing the general public about LAVTA services and policies. Meetings are held every other month and are scheduled for ninety (90) minutes. For disabled members, transportation is provided on the LAVTA Dial-A-Ride service for free both to and from the meeting. All members receive a pass which provides them with complimentary service on all LAVTA fixed route buses while serving on the TAAC. Appointments to the TAAC are made by the elected officials who make up the LAVTA Board of Directors.

**Please send the filled out application to:**

**Attn: Kadri Kulm  
LAVTA/Wheels  
1362 Rutan Court, Suite 100  
Livermore, CA 94551**

## APPLICATION FOR TAAC MEMBERSHIP

### GENERAL INFORMATION

Name L. Shay Roberson

Agency (if applicable) CRIL

Address [REDACTED]

City Livermore Zip 94550

Home #                      Work # 510-371 [REDACTED] Mobile # 925-596 [REDACTED]

Email address: [REDACTED]

**Which of the following open positions are you applying for?**  
(May check more than one, if applicable.)

City of Dublin	<u>                    </u>
City of Pleasanton	<u>                    </u>
City of Livermore	<u>✓</u>
Alameda County	<u>                    </u>
Social Services Agency	<u>✓</u>

**You are eligible for your position because you are**

**A resident of the City or County and are**

Elderly	<u>                    </u>
Disabled	<u>✓</u>
A Caretaker for a Disabled person	<u>                    </u>

**Or**

Employed in Social Services in the Tri-Valley ✓

1. Do you or your clients use Dial-A-Ride? If yes, how often?

Yes. I use this service about 2-3 times per week, and more often during the rainy season. I am wheelchair dependent. My clients use this service as well. The most frequent users are seniors or those dependent on mobility devices.

2. Do you or your clients use Fixed Route service? If yes, how often?

Yes, my clients use a Fixed Route service. When I am servicing my clients, I teach them how to use Fixed Route service. Helping elderly and people with disabilities to use public transit safely is one of my main job functions. As for me, whenever it's not raining, I use Fixed Route service. It is my mode of transportation to and from work.

3. In a single statement, why do you want to be on this committee?

I would be an asset to this committee because I have first-hand knowledge of the transportation system. I am able am motivated and skilled at transferring thi sknowledge to my clients. My goal is to help the disabled community find and/or further their independence.

4. What skills and knowledge do you feel you bring to this committee?

I have lived in the Bay Area my entire life, and for the last twenty years, I have successfully navigated this region by using public transportation. My knowldege of Fixed Route service is vast, and as someone who is disabled, I am able to pass that knowledge on to my clients easily. I am skilled in problem solving, especially when situations call for an immediate solution.

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?

My schedule is very flexible. My supervisor is very supportive of my pursuit to become part of this committee, so he has assured me that I can take off time from work to attend meetings during regular business hours.

6. Please include any additional information that may assist the decision making process.

I have been attaining knowledge about public transportation for more than half of my life. I would love the opportunity to use my knowledge, experience, and problem solving skills to improve local transportation for the disabled and elderly. My supervisor, Michael Galvan has served on this committe for several years, and with his knowledge of the goas of this committe, he has chosen me as the best representative for CRIL.

END OF APPLICATION

## **AGENDA**

### **ITEM 5E**

## STAFF REPORT

SUBJECT: Funding Agreement with Alameda County for Construction of  
Dublin/Pleasanton BART Parking Garage

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: June 1, 2020

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### Action Requested

Approve Resolution 13-2020 ([Attachment 1](#)), authorizing the Executive Director to execute a Funding Agreement with Alameda County to pass through state Transit and Intercity Rail Capital Program (TIRCP) grant funds to construct a new, multi-level parking structure at the Dublin/Pleasanton BART station on County-owned land.

### Background

In January 2018, the Board of Directors authorized the Executive Director to submit an application on behalf of Alameda County to the California State Transportation Agency (CalSTA) for \$20 million in state Transit and Intercity Rail Capital Program (TIRCP) funds for construction of a new, multi-level parking structure at the Dublin/Pleasanton BART station on County-owned land (Project), as shown in [Attachment 2](#). LAVTA agreed to serve as project sponsor due to state program requirements that only public transit agencies are eligible to apply for and receive TIRCP program funds. Accordingly, the project application identified LAVTA as the project sponsor and Alameda County as the co-sponsor and lead agency. In addition to the \$20 million request to the state, the project application identified \$14 million in local matching funds for the Project, for a total project budget of \$34 million.

In April 2018, CalSTA announced LAVTA was awarded \$20.5 million in TIRCP funding, of which \$20 million was programmed to the Project for garage construction using a design-build methodology. TIRCP program funds that CalSTA awards to recipients are subsequently administered by the California Department of Transportation (Caltrans). In December 2018, the Board of Directors approved Resolution 30-2018, authorizing the Executive Director to execute a Master Agreement and Program Supplement with Caltrans for the purpose of receiving state TIRCP funds.

In June 2019, the Alameda County Board of Supervisors as Lead Agency adopted the Dublin Transit Center Parking Garage Project EIR Addendum, certifying the Project's CEQA requirements had been satisfied. In October 2019, the California Transportation Commission (CTC) allocated \$20 million in programmed TIRCP funds for the construction of the Project, with concurrent approval of the environmental clearances for the Project to proceed to the construction phase.

## Discussion

In May 2020, LAVTA received the Project's Program Supplement Agreement from Caltrans, outlining terms and conditions for use of the TIRCP funds to implement the Project.

Accordingly, LAVTA's Legal Counsel and staff in consultation with County staff prepared a draft Funding Agreement to pass through the relevant terms and conditions of both the TIRCP Master Agreement and Program Supplement Agreement to the County as Lead Agency (Attachment 3). The proposed Funding Agreement also requires County to provide secure ground-floor storage and charging facilities for LAVTA vehicles as part of the Project.

## Budget

The proposed project budget consists of both state and local sources, with Alameda County Transportation Commission serving as project sponsor for all local sources, as follows:

Funding Source	Amount
TIRCP (via LAVTA)	\$20,000,000
MTC Regional Measure 2 (via Alameda CTC)	\$7,000,000
Alameda CTC Measure BB	\$7,000,000
<b>Total</b>	<b>\$34,000,000</b>

All sources of local-matching funds for the project have been secured and the project is ready to begin immediately. Alameda CTC allocated its Measure BB funds for the project in June 2019. MTC allocated the RM2 funding to Alameda CTC in July 2019. LAVTA's share of the project funding is included in the FY 2021 capital budget.

## Recommendation

Staff recommends the Board of Directors approve Resolution 13-2020, authorizing the Executive Director to execute a Funding Agreement with Alameda County to pass through Transit and Intercity Rail Capital Program funds for the construction of a new, multi-level parking structure at the Dublin/Pleasanton BART station on County-owned land.

Attachments:

1. Resolution 13-2020
2. Project information from Dublin Transit Center EIR Addendum (approved June 2019)
3. Draft Funding Agreement

Approved: \_\_\_\_\_

**RESOLUTION NO. 13-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A FUNDING  
AGREEMENT WITH ALAMEDA COUNTY FOR USE OF TRANSIT AND  
INTERCITY RAIL CAPITAL PROGRAM (TIRCP) GRANT FUNDS**

**WHEREAS** in January 2018 the Board of Directors authorized the Executive Director to submit an application on behalf of Alameda County for state Transit and Intercity Rail Capital Program (TIRCP) funds to construct a new, multi-level parking structure at the Dublin/Pleasanton BART station on County-owned land (Project) known as the Dublin/Pleasanton Capacity Improvement and Congestion Reduction Program; and

**WHEREAS** in April 2018 the California State Transportation Agency (CalSTA) programmed \$20.5 million in TIRCP funding to the Dublin/Pleasanton Capacity Improvement and Congestion Reduction Program, including \$20 million for construction activities to implement the Project, to be administered by the California Department of Transportation (Caltrans); and

**WHEREAS** in December 2018 the Board of Directors authorized the Executive Director or his designee to execute the Caltrans Master Agreement, all Program Supplements, and any amendments thereto, with the California Department of Transportation, for projects funded through the Transit and Intercity Rail Capital Program, and requiring LAVTA to comply with all conditions and requirements set forth in the Master Agreement and applicable statutes, regulations, and guidelines for all TIRCP-funded projects; and

**WHEREAS** in October 2019 the California Transportation Commission approved Resolution TIRCP-1920-03, allocating \$20,000,000 in state funding to LAVTA for the Project; and

**WHEREAS** in May 2020 LAVTA executed a Program Supplement Agreement with Caltrans governing use of TIRCP funding for the Project; and

**WHEREAS** LAVTA and County mutually desire to have LAVTA as Project Sponsor pass through the TIRCP funding to the County as Lead Agency in order to implement the Project; and

**WHEREAS** staff at LAVTA and Alameda County have agreed to terms of a Funding Agreement that outlines the Project scope of work and how the funds will be utilized to implement the Project; and

**WHEREAS** the LAVTA Board of Directors wishes to delegate the authority to execute this Agreement and any amendments thereto to the Executive Director or his/her designee;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director may enter into a Funding Agreement with Alameda County governing use of TIRCP funding to construct



a new, multi-level parking structure in support of the Dublin/Pleasanton Capacity Improvement and Congestion Reduction Program, and execute any amendments thereto.

**PASSED AND ADOPTED** this 1st day of June 2020.

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David Haubert, Chair

**ATTEST:**

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Michael Tree, Executive Director

**APPROVED AS TO FORM:**

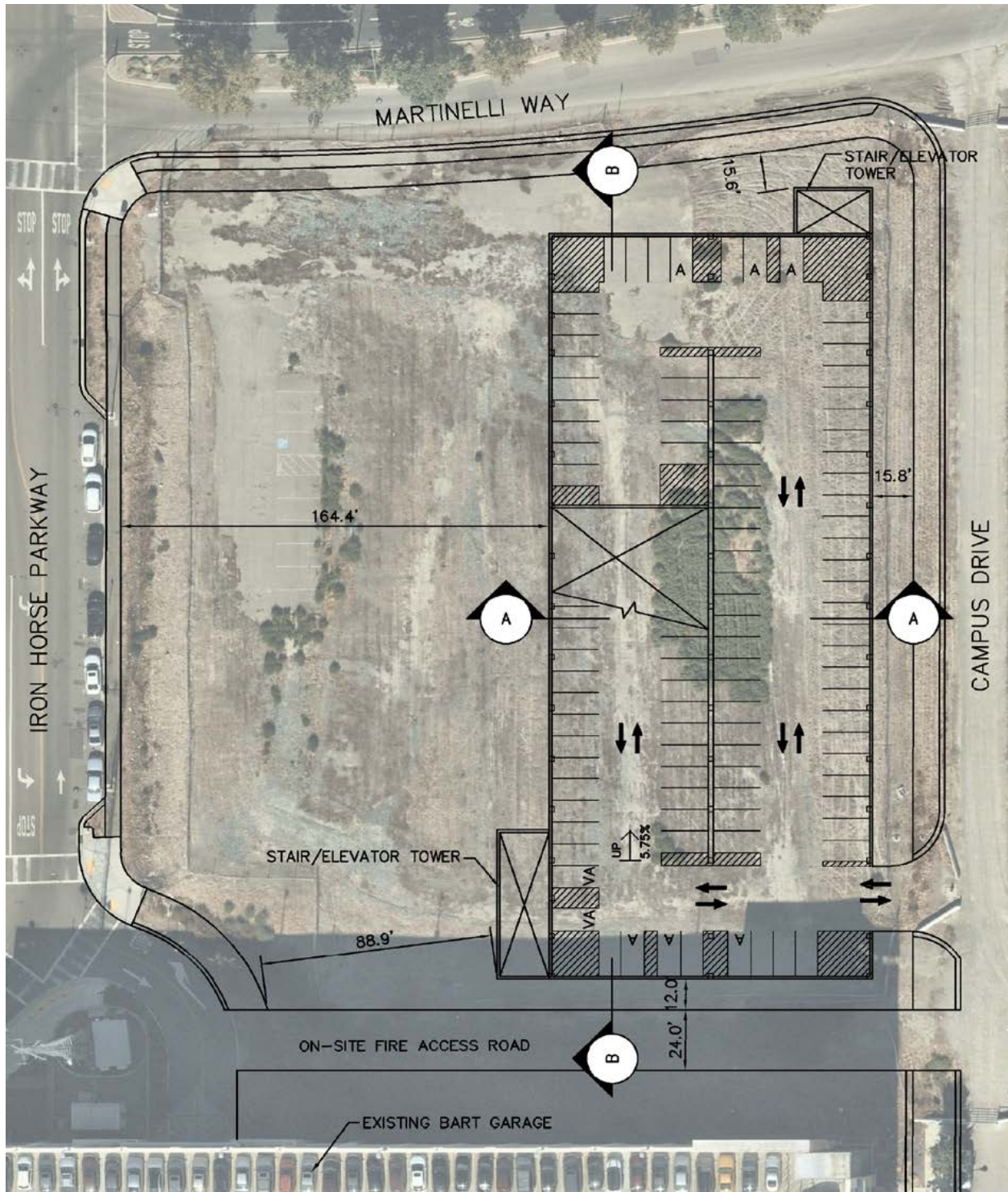
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Michael Conneran, Legal Counsel



Figure 5  
Site Context

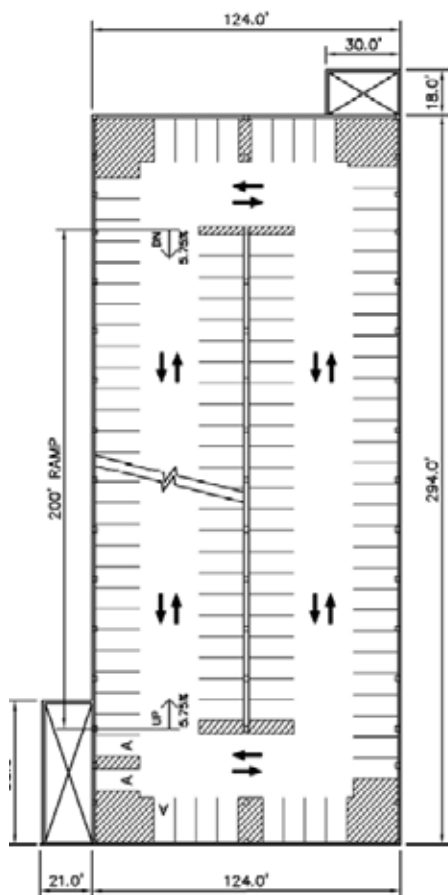




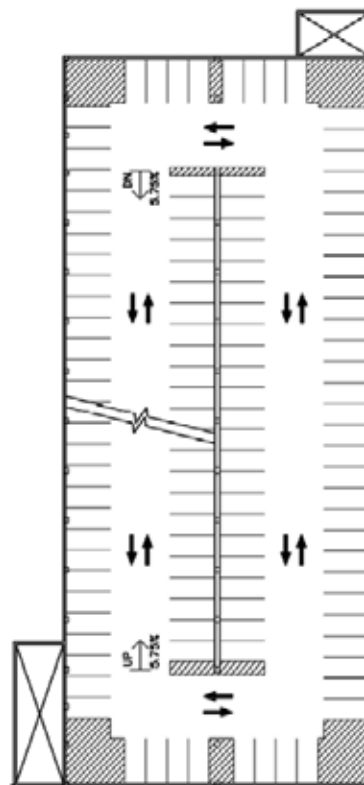
**Figure 6**  
**Project Site Plan (Preliminary)**



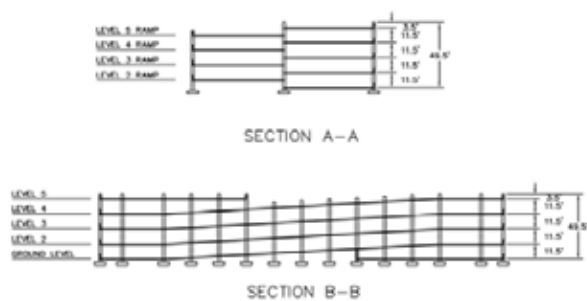
Source: Alameda County GSA



SECOND LEVEL PLAN



THIRD & FOURTH LEVEL PLAN



PARKING STALL COUNT					
LEVEL	STANDARD SPACES (8'-6"X18")	ADA SPACES	TOTAL SPACES	AREA (SF)	EFFICIENCY (SF/STALL)
GROUND	96	8	104	34016	327
LEVEL 2	116	3	119	36456	306
LEVEL 3	120	0	120	36456	304
LEVEL 4	120	0	120	36456	304
LEVEL 5	107	0	107	33970	317
TOTAL	559	11	570	177354	311

- NOTE:
1. PARKING STALL COUNTS HAVE NOT BEEN REDUCED TO ACCOUNT FOR LOSS OF SPACES DUE TO BICYCLE/MOTORCYCLE PARKING, OR THE PLACEMENT OF MECHANICAL/UTILITY ROOMS.
  2. ADJACENT BART GARAGE UTILIZES 8'-4" X 19' STALLS.

Insert Figure Label Here

**Figure 7**  
**Garage Plans, Sections and Parking Space Calculations**



Source: Alameda County GSA

## LAVTA / Alameda County TIRCP Funding Agreement

This Agreement, effective as of June 2, 2020, (Effective Date), (“Funding Agreement” or “Agreement”), made and entered into by and between the **Livermore Amador Valley Transit Authority** (LAVTA), a joint powers authority established pursuant to California Government Code § 6500 *et seq.*, and the **County of Alameda** (County), collectively referred to herein as the Parties

### W I T N E S S E T H

WHEREAS, County desires to increase transit ridership through construction of a new, multi-level parking structure to create over 500 additional parking spaces, including prioritized vanpool parking, at the Dublin/Pleasanton Bay Area Rapid Transit (BART) station (the “Project”); and

WHEREAS, grant funds are available from the State of California’s (State) 2018 Transit and Intercity Rail Capital Program (TIRCP) administered by the California Department of Transportation (Department) to implement said Project; and

WHEREAS, under applicable TIRCP grant requirements, only an eligible applicant may serve as the Recipient of TIRCP funds and enter into a formal grant agreement with the Department; and

WHEREAS, County is not an eligible Recipient of TIRCP grant funds and has requested LAVTA act as the primary Recipient of Department funds for County; and

WHEREAS, on December 1, 2018, LAVTA entered into Master Agreement No. 64LAVTAMA with the Department to receive TIRCP funds for the Project; and

WHEREAS, LAVTA and County desire to enter into a formal contract pursuant to which the aforementioned Department grant funds for implementation of the Project will be passed through LAVTA to County.

**NOW, THEREFORE**, the Parties hereto agree as follows:

#### 1. **TERMS AND CONDITIONS**

- A. The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein or contained in the Appendices named below, which are attached hereto and by reference incorporated herein. Appendix A contains general provisions applicable to this Agreement. Appendix B identifies the scope of work, benefits, and budget for the Project and identifies the funding source(s). State funds not to exceed Twenty Million Dollars (\$20,000,000) are currently available for expenditure under this Agreement and may not be expended until issuance of a Notice to Proceed by LAVTA. State approval of these funds requires an additional Fourteen Million Dollars (\$14,000,000) in local matching funds; therefore, the total Project budget under this Agreement is Thirty-Four Million Dollars (\$34,000,000). LAVTA will pass through Twenty Million Dollars (\$20,000,000) for the Project from Department’s TIRCP grant funds. The County will provide the local match of Fourteen Million Dollars (\$14,000,000) via

separate agreements with other funding agencies. Neither party shall be obligated to expend any funds in excess of the amounts stated, absent an executed amendment to this agreement.

- B. County shall design the garage to provide for secure storage areas and appropriate three-phase electric-charging facilities for a minimum of six (6) Shared Autonomous Vehicles on the ground floor of the garage for LAVTA's exclusive use.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**LIVERMORE AMADOR VALLEY  
TRANSIT AUTHORITY**

**COUNTY OF ALAMEDA**

\_\_\_\_\_  
Michael Tree, Executive Director

\_\_\_\_\_  
Richard Valle, President  
Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael N. Conneran, Hanson Bridgett LLP  
Attorney for the Authority

\_\_\_\_\_  
Audrey A. Beaman  
Deputy County Counsel  
County of Alameda

## APPENDIX A

### GENERAL PROVISIONS & STATE REQUIREMENTS

#### 1. GENERAL

County shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. Among other requirements, County agrees to comply with all applicable requirements of the California Public Contract Code, the California Labor Code, including prevailing wage provisions, and the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488). Agency shall comply with all applicable requirements of the TIRCP Program Guidelines, the California Department of Transportation Master Agreement Form "Master Agreement No. 64LAVTAMA," December 1, 2018 (Master Agreement), and any project-specific subcontract to the Master Agreement, in the form of the California Department of Transportation "Program Supplement No. 04LAVTAPS-01A1" ("Program Supplement"), as may be amended, that falls within the boundary of the "Parking Garage Structure Construction" task and is a deliverable of the Construction Project, all of which are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. County's failure to so comply shall constitute a material breach of this Agreement. Those requirements imposed upon LAVTA as "grantee" are hereby imposed upon County, and those rights reserved by the California State Transportation Agency (CalSTA) or the California Department of Transportation are hereby reserved by LAVTA.

#### 2. ACCOMPLISHMENT OF THE PROJECT

County shall accomplish the Project in a timely and satisfactory manner, in conformance with the work program and Project budget contained in the appendices hereto, and in compliance with the terms and conditions contained herein. County shall ensure that all such subcontractors comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement.

#### 3. PROJECTS ACCOUNTS, FUNDS AND COSTS

- A. **Accounts.** In conducting accounting activities, County and all contractors and subcontractors shall comply with all applicable provisions contained in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. **Funds.** County will contribute in cash and/or professional services such amounts or percentages of the expenses incurred in the performance of this Agreement as are specified in Appendix B.
- C. **Allowable Costs.** LAVTA shall reimburse County up to Twenty Million Dollars (\$20,000,000) for those services and expenses required to perform the work in accordance with the Project budget set forth in Appendix B. Reimbursement shall be in accordance with the cost principles set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards. County agrees to use funds received pursuant to this Agreement only for costs directly related to the Project as described in this Appendix A. Any Project costs for which County has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by County to LAVTA and the State. Should County fail to reimburse moneys due within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State and the State is authorized to intercept and withhold future payments due County from the State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

**4. REQUISITIONS**

County shall prepare requisitions for reimbursement for services performed and/or expenses incurred under this Agreement. Such requisitions shall be signed by the County Administrator or a designated representative thereof. County shall maintain records of payroll distribution, receipted bills, and such other documentation as may be reasonably required by LAVTA. Requisitions shall be accompanied by supporting documentation. If a requisition includes payment for work performed under subcontract, copies of the contractor invoices and proof-of-payment shall be enclosed.

**5. PAYMENT**

The County shall submit invoices of work completed during the previous month on the 15th of every month to LAVTA. LAVTA shall then reimburse the County for one hundred percent (100.00%) of eligible costs listed in each invoice up to Twenty Million Dollars (\$20,000,000). LAVTA's maximum contribution to the Project pursuant to this agreement is Twenty Million Dollars (\$20,000,000). LAVTA's funding commitment under this Agreement in no way establishes a right for the Agency to receive additional funding from LAVTA.

The County may not use any funds provided by LAVTA or the State for elements of the Project that do not substantially benefit transit patrons.

**6. CHANGES**

From time to time, circumstances or conditions may require changes to this Agreement. Changes which are mutually agreed upon between County and LAVTA shall be incorporated in written amendments to this Agreement.

**7. TERMINATION**

LAVTA may terminate this Agreement, in whole or in part, at any time for good cause. LAVTA shall give County thirty working days' prior written notice stating the reason for the termination and County shall have the opportunity to cure. Upon notice of termination, County shall submit a requisition to LAVTA for an amount representing the allowable costs incurred, or which a binding contract promises to incur, up to the effective date of termination, provided County has not been previously reimbursed for such costs.



Notwithstanding the foregoing, in the event that County fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered, the State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to LAVTA. If LAVTA receives written notice from the State, the County agrees to cooperate with LAVTA to resolve the State's concerns in accordance with the Master Agreement. Following a fund encumbrance made pursuant to a Program Supplement, if County fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to County by State.

## **8. INDEMNIFICATION**

A. County shall defend, indemnify and hold harmless LAVTA, its board members, representatives, agents, officers and employees from and against any and all claims, actions, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), related to the Scope of Work and this Agreement, including but not limited to those arising out of any of the following: a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party. County further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against LAVTA or any of the individuals enumerated above in any such action, County shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

B. In addition, neither State, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of County relative to Project. It is also understood and agreed that, County shall fully defend, indemnify and hold the CTC, State and its officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by County under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement and all Program Supplements. County shall indemnify, defend and hold harmless State, the CTC, and the State Treasurer, relative to any misuse by County of State funds, Project property, Project generated income or other fiscal acts or omissions of County.

**9. AMENDMENTS**

Any changes to this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the designated representatives of the Parties.

**10. NOTICES**

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To LAVTA:

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

To County:

Hadi Hadjarzadeh, Senior Project Manager  
General Services Agency  
1400 Lakeside Drive  
10<sup>th</sup> Floor  
Oakland, CA 94612

**11. CALIFORNIA TRANSPORTATION COMMISSION RESOLUTIONS**

County shall adhere to applicable California Transportation Commission policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF Funds and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to State Greenhouse Gas Reduction Funds (GGRF) and Senate Bill (SB) 1 funds, respectively.

County shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

County shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of County and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

## 12. **AUDITS AND REPORTS**

### A. Cost Principles

1. County agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
2. County agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.
3. Any Project costs for which County has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by County to State. Should County fail to reimburse moneys due State or LAVTA within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due County from State or any third- party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.
4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the County during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the County may be required to fully or partially repay funds.

### B. Record Retention

1. County agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of County, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of County, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to County under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government and LAVTA. Copies thereof will be furnished by County, its contractors, and subcontractors upon receipt of any request made by State, LAVTA or their agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will

rely to the maximum extent possible on any prior audit of County pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by County's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of County's contracts with third parties pursuant to Government Code Section 8546.7, County, County's contractors and subcontractors and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to County under any Program Supplement. State, LAVTA, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and County shall furnish copies thereof if requested.
3. County, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. Reporting Requirements

County shall cooperate with LAVTA in all respects necessary to allow LAVTA to meet its reporting obligations relative to the funds expended in the performance of the Project.

County shall provide LAVTA all information necessary for LAVTA to satisfy all reporting requirements included in any grant agreement between Department and LAVTA, and all applicable obligations included in any federal law, regulation, or guidelines, as exists now or as may be changed from time to time, including without limitation the requirements of the Federal Funding Accountability and Transparency Act of 2006 and its implementing regulations set forth in 2 CFR Part 170. Unless notified by LAVTA of additional reporting requirements, County shall provide the following:

1. **Financial Report.** County shall prepare a financial report covering the same reporting periods specified in the paragraph below. These reports shall include, but not be limited to, a balance sheet and a Project

expenditure statement by line item code. Financial reports shall be delivered to LAVTA five (5) calendar days after each three-month period.

2. **Narrative Progress Report.** County shall prepare a narrative progress report covering accomplishments during regular three month periods. These periodic reports shall contain the following information: a description of the work completed during the period; tasks expected to be performed during the next period, and explanations of problems or delays encountered or anticipated. The narrative progress report shall contain any other information required by LAVTA to meet any grant reporting requirements, including the requirements set forth below. The three-month reporting periods shall end March 31, June 30, September 30, and December 31. The narrative progress reports shall be delivered to LAVTA within seven (7) calendar days after the end of each reporting period.
3. Subject to the discretion of State and LAVTA, County agrees to provide on a quarterly basis, Project Progress Reports that include the following information:
  - a. Activities and progress made towards implementation of the project;
  - b. Identification of whether the Project is proceeding on schedule and within budget;
  - c. Identification of changes to the Project funding plan;
  - d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Projects scope of work;
  - e. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low income households;
  - f. Reporting requirements per California Air Resource Board Cap and Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments which may include, continued reporting following project implementation to identify benefits achieved.
4. Reporting requirements of County will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.
5. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

- a. Scope of completed Project as compared to Programmed Project;
- b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

**13. THIRD PARTY CONTRACTING**

County shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by County, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

Any subcontract entered into by County as a result of this Agreement shall contain the provisions of Section 12, Audits and Reports, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

**14. CHANGE IN FUNDS AND TERMS/AMENDMENTS**

This Agreement and the resultant Program Supplements may be modified, altered, or revised only, with the joint written consent of County and State.

**15. PROJECT OWNERSHIP**

- A. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, County, or a designated subconsultant acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by County or subconsultant with funding provided to County under this Agreement. County, or subconsultant, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless County, or subconsultant, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (B) herein below.

- B. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by County (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:
1. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by County from State if County, or a sub-Agency, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by County and not federal funds derived through or from the State) have contributed to the Project, County shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.
  2. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.
  3. The Credit due State will be determined by the ratio of State's funding when measured against the County's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.
  4. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.
  5. Such Credit due State as a refund shall not be required if County dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement

vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by County shall not be included. In determining the State's proportionate funding participation, State's contributions to third parties (other than County) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because County, or a sub-Agency, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of service's or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of County's duties and obligations), neither County, subrecipient, nor any party to whom County or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that County operates and maintains Intermodal Transfer Stations as any integral part of Project, County shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, County shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

**16. LABOR CODE COMPLIANCE**

County shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the County.

**17. NON-DISCRIMINATION CLAUSE**

A. In the performance of work under this Agreement, County, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and



- disability leave. County, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. County, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of County's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
- B. Each of the County's contractors, subcontractors, and/or subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The County shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.
  - C. Should federal funds be constituted as part of Project funding or compensation received by County under a separate Contract during the performance of this Agreement, County shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
  - D. County shall include the non-discrimination and compliance provisions of this section in all contracts and subcontracts to perform work under this Agreement.
  - E. The County shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes-Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the County.
  - F. The County shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section.

**18. STATE FIRE MARSHAL BUILDING STANDARDS CODE**

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, County shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

**19. AMERICANS WITH DISABILITIES ACT**

By signing this Agreement, County assures State that County shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

**20. ACCESS FOR PERSONS WITH DISABILITIES**

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. County will award no construction contract unless County's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

**21. DISABLED VETERANS PROGRAM REQUIREMENTS**

Should Military and Veterans Code sections 999 et seq. be applicable to County, County will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or County's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

County shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to County and, if so, whether good faith efforts asserted by those contractors of County were sufficient as outlined in Military and Veterans Code sections 999 et seq.

**22. ENVIRONMENTAL PROCESS**

Completion of the Project environmental process ("clearance" by County (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

**23. FORCE MAJEURE**

Each party will be excused from performance of its obligations where such non-performance is caused by any event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, Acts of God (of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is

declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non- performance and to overcome, remedy or remove such event in the shortest practical time.

Should a force majeure event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Business Plan or Business Plan Update to deal with such event and to seek additional sources of funding to continue the operation of the Service.

**24. SUCCESSOR ACTS**

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

**25. SUCCESSOR AND ASSIGNS TO THE PARTIES**

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the service for the provision of goods and/or services to the contracting party in the ordinary course of business.

**26. REPRESENTATION AND WARRANTIES OF THE AGENCY**

County hereby represents and warrants to LAVTA and the Department that:

- A. County is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.
- B. County has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
- C. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated

thereby will (i) conflict with or result in a breach of any provision of any agreement to which County is a party; (ii) violate any written, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

**27. CONSTRUCTION, NUMBER, GENDER AND CAPTIONS**

The Agreement has been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

**28. PARTIAL INVALIDITY**

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

**29. CONFLICTS**

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

**30. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

**31. GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

## APPENDIX B

### PROJECT SCOPE OF WORK AND BUDGET

**Project Name:**

Dublin-Pleasanton Capacity Improvement and Congestion Reduction Program

**Project Scope:**

County will develop a multi-level parking structure that will accommodate more than 500 transit riders daily and will include electric vehicle charging stations and preferred parking to vanpools to further maximize utilization. The completed structure will be a multi-level, convertible parking garage built on a 2.46-acre parcel in the City of Dublin adjacent to the I-580 freeway and the Dublin/Pleasanton BART station. The structure location is a highly congested area and a critical transit center that includes Bay Area Rapid Transit (BART), County Connection, MAX BART Express, San Joaquin RTD, Stanislaus Regional Transit and LAVTA. This structure will facilitate commuters, a significant portion of which come to this transit center from disadvantaged communities, that are seeking to utilize these transit options, but are often denied due to a lack of parking capacity as early as 7:30am at the BART station. BART data reports that in 2015, 60% of riders that originate at the Dublin/Pleasanton station drive and park at the BART station. As the area has become more congested since that time, the need for increased parking capacity is critical. The project is a future-thinking project by design (with 60% of the ground floor convertible in future) and will incorporate new and still-developing technology to reduce GHG emissions. The parking structure will be designed in a way to keep the future conversion easier as described further below under "Special Conditions."

The parking enhancements will be constructed and operationally maintained by Alameda County (County), as the co-applicant. County will plan and manage the construction process and own and operate the garage upon completion. County will utilize a 2- Phase Design-Build project delivery system to complete the proposed parking structure in the most streamlined way.

The timeline for construction will be as follows.

- a. CEQA**
  - i. Complete CEQA – Negative Declaration – June 2019
- b. Design-Builder Pre-Construction Procurement – Alameda County**
  - i. Begin Development of Bridging Documents – January 2020
  - ii. Issue RFP for Design-Builders – July 2020
  - iii. Award Contract to Design Builder – September 2020
- c. Pre-Construction Design**
  - i. Design/Builder Begin Design – September 2020
  - ii. Design/Builder Complete Design – December 2020
- d. Design-Build Construction – Contractor to Alameda County**
  - i. Begin Sitework – November 2020
  - ii. Begin Garage Construction – January 2021
  - iii. Garage Construction Completes February 2022
- e. LAVTA Board and Alameda County Board of Supervisors Accepts Occupancy/Completion**
  - i. February 2022

### **Project Funding**

Funding for this project by fund source will be as follows:

<b>Construction</b>	TIRCP	\$20,000,000
	ACTC (LPP & DLD)	\$7,000,000
	MTC (RM2)	\$7,000,000
	<b>Construction Total</b>	<b>\$34,000,000</b>

### **Special Conditions**

Project activities are further clarified according to the following Special Conditions:

- a. **Useful Life:** All new capital infrastructure projects shall be maintained in a state of good repair over the useful life of 40 years.
- b. **Design and Construction Documents:** County shall provide documentation of completed design, permits, and environmental clearances through submittal of electronic (PDF) 100% plans, specifications, and estimate (PS&E) at design completion per schedule or no later than November 15, 2020, and certificate of construction completion for capital improvements (Parking Structure) funded by this Agreement within 15 days after the construction completion.
- c. **Convertibility Plan:** County shall furnish to LAVTA for submittal to Caltrans no later than August 15, 2020, a Convertibility Plan that is acceptable to the Department, consisting of a detailed scope of work for a cost-effective conversion of the parking garage to other uses. The Convertibility Plan shall include costs and escalation factors, the methodology for conversion, and steps taken in the initial design to make future conversion easier to achieve. The Plan should also include potential development scenarios (e.g. retail, housing, etc.) and quantify the benefits of potential conversions.

## **AGENDA**

### **ITEM 5F**

## STAFF REPORT

SUBJECT: Trapeze Maintenance Agreement

FROM: Dave Massa, AVL and ITS Analyst

DATE: June 1, 2020

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### **Action Requested**

Approve the Maintenance Agreement between LAVTA and Trapeze Software Group, Inc

### **Background**

In 2002 the LAVTA Board of Directors authorized staff to deploy the Siemens TransitMaster automatic vehicle location system, herein known as AVL for the purpose of dispatching and tracking its fleet of buses as well as disseminating real-time information of the vehicle locations to the public. Since that time the TransitMaster product has been acquired by Trapeze Software Group, Inc. The product is an ever-evolving item and has been continuously under maintenance contract since 2002. The last two contract terms have been extended to 5-year terms from the initial 2-year model in order to maximize management discount opportunities.

### **Discussion**

Attached for your approval is a software maintenance agreement for fiscal years 2021 - 2026 between LAVTA and the Trapeze Software Group Inc. for their TransitMaster suite of products. TransitMaster is used for the real-time dispatching, tracking and reporting of the agency's fleet service. It also controls the agency's real-time information feed to 511, Google, Apple, Bing and Transit app to name a few as well as the agency's 80+ OnStreet signs.

This software agreement is essentially an extension of what the agency has had in place since the inception of the AVL system in 2002 with a few minor improvements. These improvements include bi-annual map upgrades and 45 additional licenses for OnStreet passenger information signs. These additional licenses were needed due to the rising number of OnStreet signs deployed throughout the Tri-Valley.

This agreement also allows the agency to maintain its licensing agreement as well as provides bi-annual upgrades to whatever the latest stable version of the software is available and in dept technical support when needed. A side benefit is that it allows for predictable budgeting for this vital software product over the next 5 years.



**Recommendation**

Staff recommends that the Board of Directors approve and authorize the Executive Director to enter into contract with Trapeze Software Group, Inc for the purpose of a maintenance agreement for the term of 5 years beginning July 1, 2020.

**Attachments:**

1. LAVTA\_Trapeze\_TM\_Agreement.pdf
2. Resolution 14-2020 Trapeze Software.docx

*Approved:* \_\_\_\_\_

**ATTACHMENT A****SCHEDULE OF COVERED SOFTWARE****SOFTWARE**

The following Software modules and workstations are released and installed as part of the Livermore Amador Valley Transit Authority (LAVTA) TransitMaster™ system and Trapeze Back Office Software Products.

**Table 1 – Covered Software Modules and Workstations**

<b>Description</b>
TRANSITMASTER - BASE TRANSITMASTER FIXED ROUTE CONTROL CENTER SOFTWARE TMRouter, TMCalc, TMLogger, TMWorkAssignments, TMOpsCommSvr, TMTracker
TRANSITMASTER - FIXED ROUTE AND SCHEDULING SYSTEM INTERFACE TMRouteManager application including the data import wizard
TRANSITMASTER - GIS AND SURVEY TOOLS SurveyTool and MidMifLay applications
TRANSITMASTER - BASE TRANSITMASTER COMMUNICATIONS SOFTWARE Multi-Channel Controller (MCC) software which interfaces with the method used by the vehicles for data
TRANSITMASTER - INFO SERVER SOFTWARE DataMart
TRANSITMASTER – ROSTERING SYSTEM INTERFACE
TRANSITMASTER – RADIO NETWORK CONTROLLER (RNC) SOFTWARE FOR TWO (2) RNC'S
TRANSITMASTER - STANDARD AVL AND COMMUNICATION <u>MOBILE SOFTWARE</u> FOR VEHICLES, INCLUDING: <ul style="list-style-type: none"> <li>▪ UP TO (99) TRANSIT MASTER VEHICLES</li> </ul>
TRANSITMASTER - SUPPORT FOR UP TO FIVE (5) TRANSITMASTER WORKSTATIONS Includes: BusOps, AVL Map (integrated into BusOps) and Playback. Mobile Dispatch, System admin; TMConfig, Security Manager, IDS Config, MCC Viewer (data radio only) Client Monitor, Incident Manager, Vehicle Assignments and TMPlanner. And any other TransitMaster applications not defined.
TRANSITMASTER - APC CONTROL SOFTWARE Integrated with Onboard Mobile Software
TRANSITMASTER - LOUD AND CLEAR MOBILE SOFTWARE Integrated with the onboard mobile software
TRANSITMASTER - ANNUNCIATOR STUDIO
TRANSITMASTER – STANDARD ONSTREET CUSTOMER INFORMATION AND COMMUNICATION SOFTWARE FOR SIGNS.

**Software Maintenance Program Pricing includes:**

- Software modules and workstations as noted in Table 1. Workstation support assumes the number of workstations supported is already licensed.
- 24 x 7 Remote priority 1 technical support via the Trapeze Customer Care.
- 8 am to 8 pm EST business day technical support for lower priority issues via the Trapeze Customer Care.
- Central system and mobile vehicle system software support.
- Licensed software interface support (in-vehicle interfaces are included; central system interfaces may be separately priced).
- Software license for software updates and upgrades.
  - UPDATES are defined as bug fixes and patches for the then current software version running on the HRT's TransitMaster™ system.
  - UPGRADES are defined as software releases containing new features and functionality enhancements.
- One (1) Client Engineer visits for one (1) week to consult, diagnose, repair, etc. annually has been provided for LAVTA's TransitMaster system.
- Two (2) annual User Conference general session registrations per year have been provided. Expenses are the responsibility of LAVTA.
- Monthly Web training session invitations.
- Quarterly user forum invitations
- On-line tracking ability for queued service tickets.
- Deployment services for two (2) TransitMaster Software Upgrades have been included for the term of this agreement. The 2<sup>nd</sup> upgrade shall be scheduled at least 6 months prior to the end of the final year of this agreement. Unused deployment services may not be transferred over. Refer to Attachment D for statement of work.

## ATTACHMENT B

### PRICING & PAYMENT SCHEDULE

#### LIVERMORE Transit Master

Item Description	Quantity	ANNUAL PRICE				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		Base Maintenance	Base Maintenance	Base Maintenance	Base Maintenance	Base Maintenance
		7/2020-6/2021	7/2021-6/2022	7/2022-6/2023	7/2023-6/2024	7/2024-6/2025
Standard SW Support - TransitMaster Vehicles	Up to 99	88,704	93,159	97,812	102,762	107,811
Standard SW Support - Additional OnStreet Signs (up to 120)	Start Year 2	-	2,500	2,625	2,756	2,894
<b>SOFTWARE MAINTENANCE - BASE</b>		<b>88,704</b>	<b>95,659</b>	<b>100,437</b>	<b>105,518</b>	<b>110,705</b>
Transit Master Software - Services for 2 Upgrades during the 5 Year period	1	50,000	52,500	55,125	57,881	60,775
<b>SERVICES - BASE</b>		<b>50,000</b>	<b>52,500</b>	<b>55,125</b>	<b>57,881</b>	<b>60,775</b>
MANAGEMENT DISCOUNT - MULTI-YEAR AGREEMENT		(13,870)	(14,816)	(15,556)	(16,340)	(17,148)
<b>DISCOUNTS - BASE</b>		<b>(13,870)</b>	<b>(14,816)</b>	<b>(15,556)</b>	<b>(16,340)</b>	<b>(17,148)</b>
<b>TOTAL ANNUAL MAINTENANCE AGREEMENT</b>		<b>124,834</b>	<b>133,343</b>	<b>140,006</b>	<b>147,059</b>	<b>154,332</b>

#### Coverage term:

- The coverage term will span July 1st, 2020 to June 30, 2025.

#### Invoicing:

- Invoicing occurs annually, typically 90-days in advance of the coverage term anniversary date with the exception of the first year.
- Trapeze products may be invoiced separately.
- Additional charges **may apply** more frequent billing (PLUS 1.5% quarterly).
- Coverage is not in effect until payment is received by Trapeze.
- Lapses in coverage are subject to additional charges to bring coverage current.

#### Optional Time & Materials ("T&M") Services:

- Customers with an active support agreement are eligible to request repair for hardware equipment not specifically covered under the maintenance agreement. T&M services may be initiated by 1) sending a Purchase Order to Trapeze for T&M repairs, and 2), requesting material return using the Return Material Authorization ("RMA") process, as described in Exhibit c.
- T&M services shall be directly invoiced upon completion of the work.
- After the diagnosis and testing is complete and a problem has been found, a quote for repair will be sent to the Buyer.
  - Buyer has fourteen (14) calendar days to respond to Trapeze with Buyer's desire to repair, or have Trapeze return the unit to the Buyer unrepai red.
  - If the Buyer chooses to not repair the unit, or if the Buyer exceeds the fourteen (14) calendar days without responding to Trapeze request for disposition on the unit, the unit will be returned to the Buyer. Time and Material rates and minimum fees shall apply.
- Equipment returned for repair determined by Trapeze to be No Trouble Found ("NTF") or No Fault Found ("NFF") is subject to the Time and Material rates and minimum fees.

Time & Materials Rate Schedule	
Bench Fee	\$275 minimum
Diagnosis and Testing	\$200.00/hour (1 hour minimum)
Equipment Repair Rates	\$200.00/hour plus Parts & Shipping

**Other Optional Program Pricing includes:**

- On-site Field Service Engineer is \$1,500 per day plus travel expenses.
- On-site Project Engineer is \$1,750 per day plus travel expenses.
- On-site Training is \$1,750 per day plus travel expenses.
- Deployment Services are \$1,750 per day, plus any applicable travel expenses
- Additional TransitMaster™ workstation license \$8,500; additional annual TransitMaster™ workstation software maintenance support \$1,700.
- The above daily labor rates are the standard rates at the time of writing this agreement, and are subject to change without notice.



## ATTACHMENT C

### **RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS**

All items returned to Seller must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Buyer contact. For vehicle installed equipment please provide the vehicle id, vehicle make/model and vehicle year.

Buyers who have equipment needing repair, having received Trapeze approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has equipment needing repair.

Buyer (or authorized representative) provides to Seller: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto [www.MyTrapeze.com](http://www.MyTrapeze.com) and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Buyer (or authorized representative).

The Buyer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group  
5265 Rockwell Dr NE  
Cedar Rapids, IA 52402  
Attention: RMA Department  
1-877-411-8727

#### **Packing**

- Buyer (or authorized representative) places all equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. Seller will provide non-static bags at Buyer's request.
- Buyer shall place a copy of the CRG Form, which shall be provided by Seller at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned.
- Buyer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Buyer property and must be protected during shipping and through the entire return process.
- Mark the RMA number on the top of the outside boxes.
- Attach the waybill.

#### **Please note:**

- Trapeze will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- Buyer is responsible for shipping to and from Trapeze on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.

If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department ([cc@trapezegroup.com](mailto:cc@trapezegroup.com)).

**ATTACHMENT D**  
**Statement of Work**  
**TransitMaster™ Software Upgrade**

**General Description of Project:**

This Statement of Work ("SOW") describes tasks to be performed by Trapeze Software Group, Inc. (Trapeze) for the TransitMaster™ ("TM") Fixed Side (Dispatch) software upgrade for the Livermore Amador Valley Transit Authority (LAVTA) TM system. Tasks involve the backup of the existing TM software version and associated databases, the installation of the upgraded TM software, the upgrade of individual dispatch workstations and operational state verification of the upgraded TM software.

**Trapeze's Responsibilities:**

Trapeze will coordinate with LAVTA to ensure the accessibility to the dispatch center and all server rooms, towers, garages and associated facilities as is necessary until project completion. Trapeze will provide one (1) project engineer to be on-site for up to but not exceed five (5) days for customer testing and cut over and provide up to but not exceed three (3) days for new feature training.

Trapeze will provide one (1) trainer to be on-site for up to but not exceed three (3) days of on-site training as described in the Training section.

Trapeze shall have the authority over the installation of all equipment and systems. All communications regarding the upgrade, approval of work and workmanship should flow through Trapeze representatives on-site.

**LAVTA Responsibilities:**

LAVTA will be required to provide Trapeze access to all workplaces necessary to perform all installation of the required TM software. The necessary requirements LAVTA must deploy to meet all mandatory obligations follows (if applicable):

- Access to a secure and locked storage facility available for access by Trapeze personnel. This would only be required if hardware is involved as part of the upgrade. If the upgrade is software only, then a locked storage facility would not be needed.
- Identification badges for all Trapeze personnel working at each installation site.
- Authorized personnel to coordinate and support acceptance testing with Trapeze personnel.
- Remote dial in VPN connection required for factory technician support.
- Provisioning of virtual machines in existing VMware environment for production and testing systems.
- Affected Software:
  - Base TransitMaster™ control center software
  - GIS and survey tools
  - Fixed route scheduling system interface

- Base TransitMaster™ communications software including TDMA communications subsystem
  - Datamart™
  - Any other TransitMaster™ licensed interfaces
- Licensing
  - The current license count from the original contract and any purchased changes prior to the upgrade will apply to the upgraded TransitMaster™ software system.
- Operating System
  - The TransitMaster™ software version will be upgraded to the current version at time of upgrade request. The new version is only compatible with the Microsoft Windows Server 2012 operating system and Microsoft SQL Server 2012 RDBMS. It is LAVTA's responsibility to upgrade the operating systems on servers used for this upgrade to Windows Server 2012 and SQL Server 2012.
    - Note: Please note that version 15.0 and higher is only compatible with Microsoft Windows Server 2012 and Microsoft SQL Server 2012. It is LAVTA's responsibility to purchase and upgrade unless this is specifically purchased as part of the upgrade package.
    - Note: It is expected that operating system upgrades and SQL Server upgrades will be coordinated between Trapeze and LAVTA as part of the upgrade schedule.
    - Note: OS and SQL requirements may vary based on TransitMaster requirements.

### **Software Upgrade high level Phases:**

#### *Notice to proceed (NTP) & Operational overview*

Discuss and define upgrade schedule and review client's TransitMaster™ ITS operations in terms of Network, Vehicle, and System features (fixed and any non-revenue applications if needed). This phase will be with customer involvement.

#### *Deployment Testing*

Create testing environment within the Trapeze ITS deployment lab that simulates the client's ITS environment. Obtain current backup of client's TransitMaster™ databases and convert to upgrade version. This phase is an internal check of client's ITS system to validate upgrade stability and integration to existing software and hardware interfaces.



### *On-Site Work Plan and actual upgrade*

These activities involve transition from the production databases to the new converted upgrade system version. Many critical activities are completed during this phase:

- Transition server data (database conversion) to new version, including Application and DataMart servers
- Mobile software preparation and vehicle configuration
- Signup import & merge
- Create & stage Route files
- Replication set-up (if applicable)
- Upgrade dispatch workstations for both fixed route and non-revenue (if needed)
- Validate FTP service
- Validate functionality
- Validate error logs

A detailed plan will be delivered to client for approval and consideration of client resources needed to carry out these upgrade activities, as well as operational expectations during on-site work.

### *Post upgrade support*

The objective on this final phase is to continue validating upgrade activities and assure system stability and functionality over time. Some of the activities addressed are new feature training activities, issues resolution, and general support.

### **Project Management Work Plan:**

Trapeze shall provide project management support for the duration of this project phase. The Trapeze project manager will be responsible for ensuring that project requirements are communicated and understood and milestones are met. The project manager will be the key point of contact for LAVTA during the project. We request that LAVTA also assign a project manager. The two project managers will work together to ensure that regular dialogue is maintained through an established channel.

The Trapeze project manager shall provide the following key services:

- **Scope Management.** The project manager is the link between the client's requirements, the contract/agreement, the deliverable specifications and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Integration Management.** While subject matter experts may be brought onto the project for specific purposes, the project manager understands the project as a whole and ensures that project deliverables are achieved in the right sequence and at the right time. The master project schedule is an output of Integration Management.

- **Communication Management.** The project manager is essential to the effective flow of information throughout the project. As the accumulator, archiver and librarian of the project records, the project manager is also responsible for ensuring that information is distributed to the appropriate individuals in a timely manner. Examples of communication management include issue lists, weekly progress reporting, scheduled weekly teleconferences, and contract administration.
- **Resource Management.** The project manager ensures that the most appropriate Trapeze resources are allocated to the project at the correct time. The Trapeze project manager also specifies what kinds of project resources are required from the client and when they are needed.

## **Project Plan Delivery:**

The Trapeze Project Manager is responsible for managing scope, cost, schedule, communications, human resources, integration, risk, quality, change orders and procurement. This approach has proven to be successful when managing complex ITS System deployments. Trapeze Project Managers deliver value to their customers and stakeholders and are responsible and accountable for delivering on time.

Trapeze understands project success is measured by the thorough integration into the existing LAVTA ITS system and that success can only be realized with a sound management approach and business style from Trapeze. Trapeze tailors an implementation solution to meet the customer's specific needs as presented in this delivery proposal. Communication with the right decision makers and receiving accurate and consistent feedback will promote success and customer satisfaction with this implementation objective. The following strategic overview provides a description of the phases for this project.

### **Project Delivery meets Project Standards:**

Already in the Project Management overview we have described a number of quality assurance processes that proactively and positively assist ensuring that the project remains soundly managed and on schedule.

The Project Management overview includes a detailed description of the Project Standard that we follow. One of the key aspects of this model is the quality gate process which, for critical phases, ensures the phase is not only completed but that all the relevant quality processes and documentation has been produced and approved for each of the following project phases:

### **Project Phases:**

Project phases and quality assurance are jointly accomplished through project processes and documentation. Following are the critical phases to the vehicle hardware and system software upgrades:

- Project Initiation & System Surveys
- System Design Document
- System Installation & Deployment

- Availability Test and Project Closure

### ***Project Initiation & System Surveys***

Upon award and notice to proceed (NTP), Trapeze will work with your project team to accomplish a number of necessary elements required immediately after NTP.

Initially Trapeze produces the project plan and detailed project schedule. These will be in review with LAVTA during the kickoff meeting and completed at system design approval. Project teams from both Trapeze and LAVTA should attend the project kick off meeting. A project kickoff meeting will be held so that the technical experts from each side can commence the design activities.

Trapeze core team staff will work together with LAVTA core team to complete and approve the project plan and detailed project schedule. The key planning assumptions need to be discussed and agreed. These include the following:

- Work Plan and Schedule
- Proposed Cutover-Phasing Plan for the fixed side system elements
- Detailed Surveys, including: Requirements survey, Network review, operational review – particularly back office applications and their integration with the existing ITS system.

Trapeze's project engineering personnel schedule onsite visits to perform surveys, preferably during the Kick-Off meeting. The survey process will provide LAVTA staff and Trapeze engineering personnel the opportunity to review required infrastructure design supporting the upgraded system. The Trapeze team will work with LAVTA at each stage of the project to confirm all members of LAVTA team are given the opportunity to fully participate in the decision making process.

### ***System Design Document Preparation***

During the design phase, Trapeze gains the opportunity to fully understand recently requested operational and system requirements that are currently important to LAVTA. The system design end result will be the mutual approval of detailed planning and project requirements.

This effort will result in a mutually understood set of documents that allow Trapeze and LAVTA to record ITS requirements for operational functionality in an effective manner. We view this as the "cornerstone" of a successful project. The System Design Documents will demonstrate how the system will function, integrate and provide new functionality – *where applicable* - in accordance with the agreed requirements. The results of this effort will flow down and be incorporated into a final design delivery and compliance specification, which will be reviewed with LAVTA to confirm compliance with the design before the upgrade is initiated.

Other elements that will be provided within this document are:

- Requirement review reporting results with mutually agreed 'met-by' statements

- Block diagrams and hardware schematics showing new major components, *if applicable*
- System network overview of actual and/or planned network design, particularly new features and functionality, *if applicable*

Trapeze engineering team shall survey all of the locations where equipment will be installed to confirm and support requirements, *if applicable*. Results from survey shall be documented within the System Design document.

### ***System Installation and Deployment***

System Test phase shall be conducted using LAVTA data in a controlled environment. Either LAVTA's new servers or a Trapeze hosted lab environment will act as a place to verify functionality prior to cutover.

Once testing of the new version with LAVTA data is complete, LAVTA and Trapeze will perform the cutover to the new version in accordance with the deployment plan provided at project kick off.

### ***Availability Test and Project Closure***

During this phase of the project, LAVTA - with Trapeze personnel support - exercise the TransitMaster™ ITS system for a period of days and note system performance. It is the responsibility of Trapeze to support when requested, and resolve quickly any issues that may occur during this period. It is understood at this time, Trapeze Customer Care will transition to providing ongoing system and application support according to existing maintenance and warranty programs with LAVTA.

Following successful completion of the availability test, final documentation is prepared and delivered. LAVTA will be responsible for reviewing the documentation. Once the documentation is reviewed and approved, Trapeze will present the project phase closure letter to LAVTA for signature.

### ***Training***

It is important that your system administrator and operations staff be trained and familiar with the new equipment and application features installed and the functionality they provides. Training shall be conducted so that LAVTA staff is well equipped to troubleshoot and maintain the new system after integration into production.

Major areas of instruction will include:

- System configuration and operational review
- TransitMaster™ TIS Manager and central system configuration

This priority will allow LAVTA organization staff an amount of time to become familiar with the system and at the same time put this knowledge to immediate use. Using this method, the learning experience of your support staff can be closely timed with the implementation of the system.

This course introduces the student to the advanced tools and topics related to the TransitMaster™ Intelligent Transportation System (ITS). The focus of this course is to provide the student with information on the day-to-day maintenance and monitoring of the system, with an in-depth study of the applications used to perform those tasks.

**General Objectives:**

- Review and gain an advanced understanding of the TransitMaster™ applications and services that are used to configure, maintain, and troubleshoot the system.
- Use the appropriate applications to monitor and maintain the TransitMaster™ radio and computer network.
- Use the appropriate software applications to monitor and maintain the data stored in the TransitMaster™ database

**Format:** Combination of classroom lecture, discussion, and hands-on exercises

**Duration:** 3 Days

Training sessions start at 8:00 AM and end at 5:00 PM each day unless other arrangements are made with the instructor. One-half hour preparation and tear-down time is required by instructor and is included as part of the training session.

**Prerequisites:**

- *Working knowledge of computer and Windows™ Operating Systems*
- *Working knowledge of computer networks and communication methods*
- *Working knowledge of schedule and route data*

**Who should attend:**

- Computer Network Administrators, System Administrators, Database Analysts, Schedulers

**Student Capacity:** 1-2 students per computer workstation

- *Recommended maximum is 6 students*

Trapeze Software Group, Inc. ("Seller" or "Trapeze") hereby agrees to furnish TransitMaster™ Systems Software maintenance service and other named Software maintenance services consisting of the necessary parts, labor, and testing of all Livermore/Amador Valley Transit Authority ("Buyer") licensed Software listed in Attachment A in accordance with the terms and conditions of this Software Maintenance Agreement ("Agreement"). Buyer agrees to use Seller as the maintenance vendor for all Software listed. Buyer agrees to purchase and pay for such services subject to the following terms and conditions:

WHEREAS Buyer wishes to participate in Seller's annual maintenance program;

WHEREAS Seller is the owner of the rights to certain software identified under Attachment A (Collectively "Software"), including copyright, trademark, trade secret and other intellectual property rights;

WHEREAS Seller has granted Buyer certain rights regarding the Software that enable Buyer to use the Software under the terms and conditions specified under the granted license; and

WHEREAS, The Software covered by this Agreement is identified in Attachment A, Schedule of Covered Software, and pricing for this coverage is identified in Attachment B, Pricing Schedule.

NOW, THEREFORE, the parties agree as follows:

1) DEFINITIONS.

- A. Turnaround Time: Commences on the date of receipt by Seller's Service Center, and continues to the date of shipment back to Buyer.
- B. Updates and Upgrades: Those improvements to the Equipment or Software that Seller generally makes available as part of the annual maintenance program.
- C. Priority One (1) Variance: An Equipment or Software performance anomaly resulting in the loss or use of critical system functions to the extent that such loss affects the safety of the public and/or personnel.
- D. Priority Two (2) Variance: An Equipment or Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the system to accomplish its primary system functions (e.g., vehicle communications and AVL). Priority Two (2) Variances indicate functional and/or performance deficiencies, but the system is still capable of accomplishing its primary system functions with a satisfactory degree of safety and effectiveness. A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2).
- E. Service Notification: A notification or bulletin provided by Seller that describes a change to Software.
- F. Trade Secrets: Any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have

not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.

G. Trapeze Equipment ("Equipment"): The Trapeze proprietary equipment units identified in Attachment A of this Agreement.

H. Trapeze Software: The Trapeze proprietary software applications identified in Attachment A of this Agreement.

2) MAINTENANCE SERVICES PROVIDED. Seller agrees to provide the following Software maintenance services during the term of this Agreement:

- A. Seller shall maintain the Software in conformity, and in all material respects, with the descriptions and specifications of the Software in effect at the time of this Agreement;
- B. Seller shall send Buyer mailings regarding Updates and Upgrades of the Software;
- C. Seller shall provide phone support to Buyer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered Equipment and Software.

The toll free number for all calls to Seller is 1-877-411-8727.

Buyer shall provide Seller with remote access to Buyer's computers on which the Software is installed. Seller shall provide Updates and Upgrades to the Software via remote connection or at its sole discretion, load the software onto the system while on site. All media used to load software on-site shall remain in the possession and control of Seller. Should the Buyer request any on-site maintenance services, Seller reserves the right to charge its standard applicable service fees plus expenses related to such services.

Seller does not represent or warrant that (a) the Equipment or Software shall meet any or all of Buyer's particular requirements; (b) the operation of the Equipment or Software shall be error-free or uninterrupted.

3) TERM OF THIS AGREEMENT. The term of this Agreement shall commence on July 1, 2020, and shall continue through June 30, 2025, unless (1) this Agreement is cancelled in accordance with Article 12 CANCELLATION; or (2) if Buyer elects to exercise renewal option(s) pursuant to Article 4 OPTION TO RENEW, then, in that event, upon expiration of the term of renewal.

4) OPTION TO RENEW. If an Option to Renew for additional periods is provided for in Attachment B, Buyer must exercise the option to renew prior to expiration of this Agreement. If more than one (1) option to renew is contained in Attachment B, Buyer must exercise any subsequent option to renew prior to the expiration of the then current option.

**5) PAYMENT AND PRICING TERMS.** Buyer shall pay Seller on a "firm fixed price" basis, in US dollars, in accordance with the Maintenance Plan Fees, attached to and, by this reference, incorporated into this Agreement. Terms of payment shall be net thirty (30) days from date of invoice. If Buyer determines that an invoice does not comply with the terms of this Agreement, Buyer shall notify Seller in writing, via certified mail, within seven (7) business days of receipt of invoice. Buyer shall pay all undisputed portions of the invoices submitted by Seller within the payment terms stated herein.

In the event Buyer declines, for any reason, to pay any invoice(s) when due, in addition to any other rights reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. In addition, Seller reserves the right to assess a monthly fee of two percent (2%) of the open balance payable to Seller by Buyer. Buyer understands and agrees that the two percent (2%) fee constitutes an administrative cost rather than a penalty.

Time and Material rates are subject to change without notice and are set forth under Attachment B. Time and Material rates shall apply to any repair services for any Software covered under Article 7, SOFTWARE EXCLUDED FROM MAINTENANCE SERVICE COVERAGE.

Seller shall invoice Buyer at the address set forth below for services provided hereunder.

Invoice address:
Livermore/Amador Valley Transit Authority Attn: Dave Massa 1362 Rutan Drive, Suite 100 Livermore, CA 94551

**6) TAXES AND FEES.** Except as otherwise specified, the prices stated do not include any state, federal or local sales or excise taxes, customs, or duties, now in force or which may be enacted in the future, and may be applicable to the sale, delivery or use of goods. Buyer shall provide tax exemption certificate if Buyer is tax exempt.

**7) SOFTWARE EXCLUDED FROM MAINTENANCE SERVICE COVERAGE.** In the event that Software covered under this Agreement is subjected to any of the conditions below by Buyer or any Third Parties, such Software shall be excluded from maintenance service coverage.

- A. Software subjected to carelessness or negligence;
- B. Software subjected to cannibalization or vandalism;
- C. Software subjected to alteration or repair in a manner which conflicts with Seller's' written repair procedures, specifications, and license terms;
- D. Software subjected to inadequate packing, storage or handling;
- E. Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- F. Software altered as a result of Third Party service bulletins.

The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the Trapeze Software or the Trapeze Equipment which are caused by the actions or omissions of the Buyer, its employees, contractors or vehicle riders.

**8) DOCUMENTATION OF SOFTWARE DIFFICULTY.** Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, Buyer shall promptly issue a trouble report to Seller that shall include the following information:

- A. Date of performance anomaly;
- B. Software module in question and location of where Software is installed;
- C. Detailed system description of performance anomaly;
- D. Part number or version number of Software and severity/ impact to Buyers operations; and
- E. Contact name and phone number.

The trouble report information shall also be communicated verbally to Seller at 1-866-778-5572. Seller shall forward the trouble report to the designated repair technician.

**9) CHANGES TO SOFTWARE.** Seller may issue Service Notifications indicating recommended or mandatory changes to the Software covered under this Agreement.

**10) CHANGES TO AGREEMENT.** Seller and Buyer may, by mutual agreement and subsequent written amendment, make changes to this Agreement. Implementation of any change not covered under this Agreement shall be chargeable in accordance with Seller's current pricing. In addition, Buyer shall be entitled to acquire a license to new products at Seller's then current license fees. Upgrades and new products will be provided with updated documentation where available and appropriate.

**11) LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DESCRIBED HEREIN, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES.

WITH THE EXCEPTION OF THE DUTY OF INDEMNIFICATION SET FORTH IN SECTION 14, SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED SIXTY-ONE THOUSAND, SEVEN HUNDRED SEVEN DOLLARS AND FIFTY CENTS US (\$61,707.50).

**12) CANCELLATION.** Seller and Buyer may cancel this Agreement in whole or in part by providing ninety (90) calendar days written notice to the other party for any of the following reasons: (i) For any occurrence described under Article 15, FORCE MAJEURE, (ii) for material breach by the other party which remains uncured for sixty (60) calendar days following a written notice of the breach and a demand for cure of the breach by the non-breaching party. Either party may cancel for its convenience. During the ninety (90) calendar day notice period, the applicable maintenance fees will remain payable.

Cancellation or early termination of the initial five (5) year agreement shall result in waiving of the Seller's "Discounts - Base" as described in the Pricing & Payment Schedule, Attachment B. In the event of early termination, Buyer shall be invoiced for the

annual amount(s) of the "Discounts - Base" applied from the beginning of the agreement, prorated up to the time of early termination.

Upon cancellation of this Agreement by either party, Buyer shall return all of Seller's assets within thirty (30) calendar days of the effective date of cancellation, and Seller shall return all of Buyer's assets within thirty (30) calendar days of the effective date of cancellation. In the event assets are not returned within the specified timeframe, the value of the items not received shall be assessed, invoiced to the non-compliant party and paid in full within thirty (30) days from the date of invoice.

**13) NOTICES.** Notices under this Agreement shall be sufficient if sent by U.S. certified mail, postage prepaid or by an air courier service, prepaid as follows:

To: Trapeze Software Group, Inc.  
Attn: Heidi Wiebold  
5265 Rockwell Drive, NE  
Cedar Rapids, IA 52402  
Tel: 319-743-4522  
Fax: 319-743-4510  
Email: heidi.wiebold@trapezgroup.com

To: Livermore/Amador Valley Transit Authority  
Attn: Dave Massa  
1362 Rutan Drive, Suite 100  
Livermore, CA 94551  
Tel: 925-455-7568  
Email: dmassa@lavta.org

**14) PATENT, PROPRIETARY RIGHTS, COPYRIGHT AND TRADEMARK INDEMNITY.** Seller shall retain all rights in patents, copyrights, trademarks, and trade secrets. Furthermore, neither this Agreement nor the delivery of any work hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Seller. Software utilized under this Agreement is proprietary and ownership of the software remains with Seller and/or its subcontractors, as the case may be. Buyer agrees to: (1) take reasonable steps to maintain Seller's and subcontractors rights in the software; (2) not sell, transfer, publish, display, disclose, or make available the software, or copies of the software, to third parties except where Buyer may disclose the software to designated federal representatives under a nondisclosure agreement executed by both parties; (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity; and (4) not use the software, along with its Updates, patches or Upgrades, on any equipment other than the equipment on which it was originally installed, without Seller's written consent.

Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any United States patent or copyright which covers, or alleges to cover, the product described herein in the form sold by Seller. Seller agrees that it will pay all sums, which, by final judgment or decree in any such suits, may be assessed against Buyer on account of such infringement, provided that Seller shall be given (i) reasonable written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of Buyer to continue the use, as contemplated, of the product so purchased. If, in any such suit so defended, the product is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either

procure the right to continue the use of the same for Buyer, or replace the same with a non-infringing product, or modify said product so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing product and refund the purchase price.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR PATENT AND/OR COPYRIGHT INFRINGEMENT.

**15) FORCE MAJEURE.** Seller shall not be liable to Buyer for failure to meet any obligations under this Agreement if such failure is caused by or due to events beyond the control of Seller such as, but not limited to, acts of God, acts of war (whether declared or undeclared), riot, rebellion, sabotage, weather, fire, flood, drought, terrorism, earthquake, windstorm, explosion, strikes or other labor troubles preventing delivery hereunder, embargo, delays, acts of government or government priorities, regulations or rules, court orders, or any other causes not due to the sole fault or negligence of Seller.

**16) CONFIDENTIALITY.** Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Seller pursuant to this Agreement shall not be used for any purpose other than fulfilling the requirements of this Agreement. To the extent allowed by law, Buyer further agrees to keep in absolute confidence all data relative to the business of Seller, Buyer, their agents or assigns. Seller requests that in the event Buyer receives a request for disclosure of confidential information pursuant to a freedom of information law, Buyer shall promptly give Seller written notice of such request prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate under applicable law and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any disclosure of such confidential information. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller.

**17) APPLICABLE LAW.** The parties agree that this Agreement shall be governed and construed by the laws of the State of California, but specifically excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

**18) DISPUTES.** The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement promptly by negotiation in good faith between executives who have the authority to settle the dispute. Either Party shall give the other Party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the Party receiving notice shall submit to the other a written response thereto.

All reasonable requests for information made by one Party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this Article (and any of the Parties' submissions in contemplation hereof) shall be kept confidential by the Parties and shall be treated by the Parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration to the



State of Delaware office of the American Arbitration Association ("AAA") in accordance with the procedures set forth in the Commercial Arbitration Rules of the AAA then obtaining.

The Commercial Arbitration Rules of the AAA shall govern any arbitration proceeding hereunder. The arbitration shall be conducted by three (3) commercially-experienced arbitrators selected pursuant to the Commercial Arbitration Rules, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both Parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the Parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

Resolution of disputes under the procedures of this Article shall be the sole and exclusive means of resolving disputes arising out of or relating to this Agreement.

**19) ENTIRE AGREEMENT.** The terms and provisions stated herein and within Attachments A and B comprise all the terms, conditions, and agreements of the parties with respect to the Software maintenance provided hereunder and supersede any provision on the face and reverse side of the Buyer's Purchase Order or any prior agreement inconsistent with the provisions hereof. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, shall form a part hereof or have any legal effect whatsoever. No modification hereof shall be valid unless in writing and duly signed by Buyer's and Seller's authorized representatives.

**20) TRADE SECRETS.** Buyer acknowledges that all Trade Secrets relating to or concerning the Trapeze Software, including any modifications made thereto, are owned by Seller or Seller has the applicable rights of use and Buyer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without Seller's prior written consent. Buyer shall prohibit any persons other than Buyer employees or agents authorized in writing by Seller from using any components of the Trapeze Software and Buyer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the Trapeze Software to Buyer employees or agents authorized in writing by Seller who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

**21) MEDIA AND PUBLICATION.** Upon reasonable notice and consultation with the Buyer, Seller shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

**22) DATA/DATABASE OWNERSHIP.** The license to use the Seller's TransitMaster™ database is granted to Buyer solely for the development

of internal reports by Buyer and for the integrated operation of Trapeze Equipment and Trapeze Software components. Unless expressly included herein, all other access rights to the Seller's TransitMaster™ database are excluded from this Agreement, and the Buyer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Seller's TransitMaster™ database. However, Buyer shall retain ownership of the raw data that is inputted into the Seller's TransitMaster™ database.

**23) ASSIGNMENT.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign any rights or obligations under this Agreement without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company or by way of merger or acquisition.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_.

**Livermore/Amador Valley Transit Authority**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Trapeze Software Group, Inc.**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 14-2020**

**RESOLUTION AUTHORIZING SOFTWARE SUPPORT AGREEMENT BETWEEN  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
AND TRAPEZE SOFTWARE GROUP, INC**

WHEREAS, the Livermore Amador Valley Transit Authority does require the use of a licensed and supported Automatic Vehicle Location software product;

WHEREAS, the Livermore Amador Valley Transit Authority has been utilizing the TransitMaster suite of products offered by Trapeze Software Group, Inc since 2002

THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director may enter into a maintenance contract with Trapeze Software Group, Inc for a 5 year term beginning July 1, 2020;

---

Michael S. Tree  
Executive Director

PASSED AND ADOPTED by the Board of Directors of the Livermore Amador Valley Transit Authority of the State of California on the 1st day of June 2020.

---

David Haubert, Board Chair

ATTEST:

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Michael Conneran, Legal Counsel

# **AGENDA**

## **ITEM 6**

## EXECUTIVE DIRECTOR'S REPORT

June 2020

### ***Shared Autonomous Vehicle Project***

EasyMile will be onsite the week of June 8<sup>th</sup> to do seat belt installation, video surveillance system installation, and software updates on the SAV. Travdev will be onsite the following week to perform the digital mapping of the route. If there are no unforeseen issues, staff anticipates testing to begin in the last week of June.

### ***Atlantis Transit Facility***

A contract task order was recently issued to Kimley-Horn and Associates, Inc., who is currently under contract with LAVTA for on-call engineering consulting services, to assist with project management services for planning and concept design of the LAVTA Atlantis Transit Facility in the Oaks Business Park. This initial task is expected to be completed by June 30, 2020.



### ***Zero-Emission Bus Study***

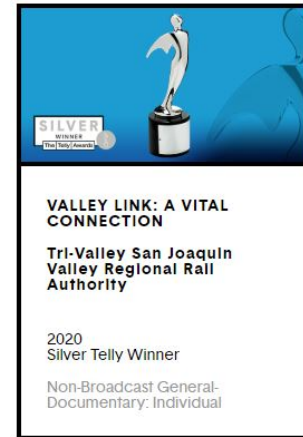
In July 2019, the Board of Directors authorized the Executive Director to execute a task order with the Center for Transportation and the Environment (CTE) to perform a zero-emission bus (ZEB) study. The goal of the study is to develop a transition plan outlining the capital projects required to fully electrify the fleet in accordance with the new California Air Resources Board (CARB) Innovative Clean Transit Rule and LAVTA's local priorities. The study is currently underway and is expected to take approximately six months to complete.

### ***Go Tri-Valley***

Go Tri-Valley is an expansion of the Go Dublin program. The expansion was made possible by the Air Quality Management District (AQMD) Transportation Fund for Clean Air (TFCA) grant. The goal of the grant is to reduce motor vehicle emissions by providing first/last mile connections to major transit/rail stations to support alternatives to single occupancy vehicle trips. The Go Tri-Valley program was launched on May 1, 2020. With the shelter in place order in mind, of May 28 a total of 67 trips with an average subsidy of \$4.43 per trip have been taken.

### ***Valley Link Wins Another Marketing Award***

We were notified this week that the Valley Link video had won another prestigious marketing award. The most recent honor was a Silver Telly Award in the Non-Broadcast Documentary category. The Telly Awards are an international competition that recognizes excellence in video and television. This is the same video that was selected as a First-Place winner in the most recent APTA AdWheel competition.



### ***Tri-Valley Hub Network Integration Study***

The Technical Advisory Committee (TAC) formed as part of the Tri-Valley Hub Network Integration Study held an online meeting on Tuesday May 12. The presentation primarily focused on travel demand along the I-680 and I-580 corridors as it relates to the Tri-Valley Hub. Future meetings will look at potential operating plans, facility plans, and implementation plans.

### ***Student Transit Pass Program Update***

LAVTA staff and staff from the Alameda County Transportation Commission (ACTC) had a series of conference calls with representatives from the Livermore, Pleasanton and Dublin school districts to discuss moving forward with the ACTC funded Student Transit Pass Program. Dublin middle and high schools will be participating in the program for the first time in the upcoming year, with eligibility limited to students who qualify for the free and reduced school meal program. Each of the calls included a discussion of the uncertainty of what the upcoming school year will look like and how social distancing guidelines will impact LAVTA's ability to transport the loads we have become accustomed to carrying.

Additional updates on important projects will be provided at the LAVTA Board meeting.

### **Attachments:**

1. Board Statistics April 2020
2. FY20 Upcoming Items

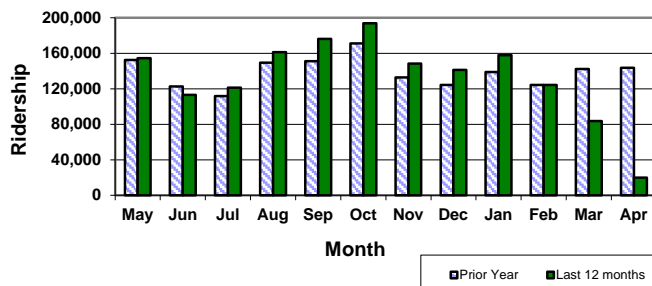
# Monthly Summary Statistics for Wheels

April 2020

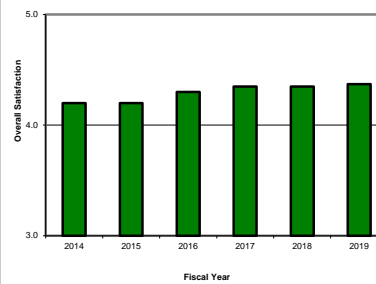
## FIXED ROUTE

	April 2020			% change from one year ago		
Total Ridership FY 2020 To Date	1,270,608			-8.8%		
Total Ridership For Month	19,826			-86.2%		
Fully Allocated Cost per Passenger	\$37.38			358.1%		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Average Daily Ridership	742	486	392	-87.6%	-70.5%	-69.5%
Passengers Per Hour	3.3	3.2	2.6	-76.1%	-69.3%	-68.3%
	April 2020			% change from last month		
On Time Performance	91.4%			1.1%		

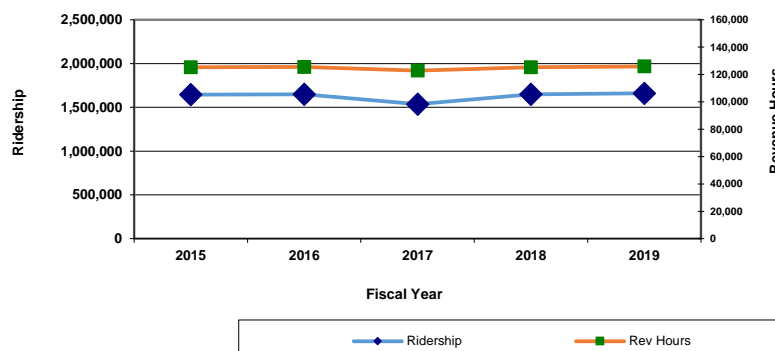
Monthly Unlinked Boardings  
Last 24 Months



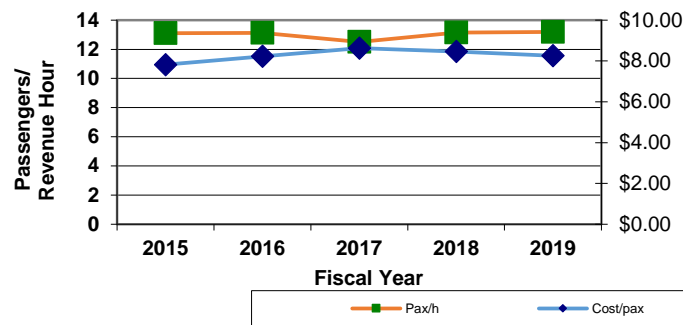
Historical Customer Service  
Survey Results



Annual Unlinked Boardings and Revenue Hours  
FY2015-2019



Full Cost Per Passenger and Passenger Per Hour  
FY2015-2019



# Monthly Summary Statistics for Wheels

April 2020

## PARATRANSIT

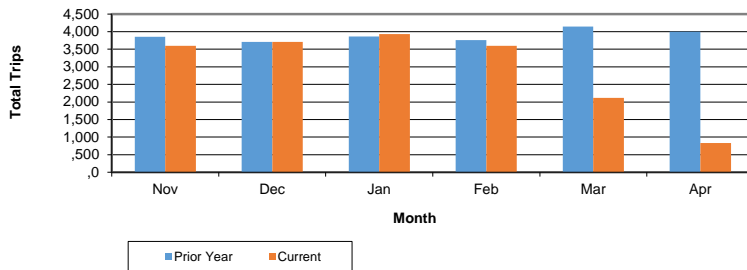
General Statistics	April 2020	% Change from last year	Year to Date
Total Monthly Passengers	831	-79.9%	34,015
Average Passengers Per Hour	0.95	-20.8%	1.12
On Time Performance	97.8%	1.0%	93.76%
Cost per Trip	\$60.35	78.4%	\$48.28
Number of Paratransit Assessments	0	-100.0%	202
Calls Answered in <1 Minute	95.19%	7.0%	90.71%

\*There were no in-person assessments due to Covid-19, but the applicants received temporary presumptive eligibility based on their application

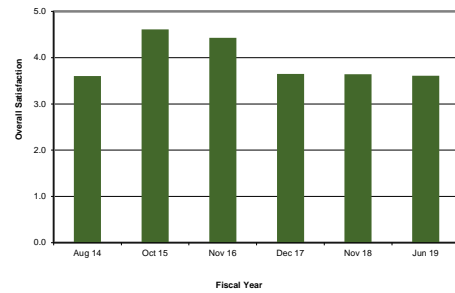
and doctor's verification until the in-person assessments can be resumed.

Missed Services Summary	April 2020	Year to Date
1st Sanction - Phone Call	0	10
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

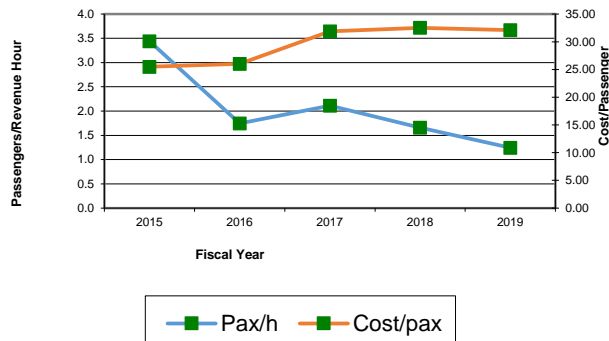
Paratransit Monthly Unlinked Boardings



Historical Customer Service Survey Results



Paratransit Full Cost Per Passenger and Average Passengers Per Hour FY2014-2018



## Monthly Summary Statistics for Wheels

*April 2020*

SAFETY								
ACCIDENT DATA	April 2020				Fiscal Year to Date			
	Fixed Route		Paratransit		Fixed Route		Paratransit	
Total	2		0		23		1	
Preventable	2		0		1			
Non-Preventable	0		0		0			
Physical Damage								
Major	0		0		0		0	
Minor	0		0		18		1	
Bodily Injury								
Yes	0		0		2		0	
No	0		0		13		1	
MONTHLY CLAIMS ACTIVITY	Totals							
Amount Paid								
This Month	\$11,812.98							
To Date This Fiscal Year	\$31,324.98							
Budget	\$100,000.00							
% Expended	31%							
CUSTOMER SERVICE - ADMINISTRATION								
CATEGORY	Number of Requests							
	April 2020	Year To Date						
Praise	0	6						
Bus Stop	2	11						
Incident	0	0						
Trip Planning	1	4						
Fares/Tickets/Passes	1	6						
Route/Schedule Planning	1	19						
Marketing/Website	0	2						
ADA	0	4						
TOTAL	5	52						
CUSTOMER SERVICE - OPERATIONS								
CATEGORY	FIXED ROUTE				PARATRANSIT			
	VALID	NOT VALID	UNABLE TO VALIDATE	VALID YEAR TO DATE	VALID	NOT VALID	UNABLE TO VALIDATE	VALID YEAR TO DATE
Praise	0	0	0	15	0	0	0	1
Safety	1	0	0	31	0	0	0	3
Driver/Dispatch Discourtesy	1	2	0	13	0	0	0	4
Early	0	0	0	15	0	0	0	0
Late	0	0	0	23	0	0	0	8
No Show	0	0	0	4	0	0	0	1
Incident	0	0	0	6	0	0	0	4
Driver/Dispatch Training	2	1	0	3	0	0	0	11
Maintenance	0	2	0	0	0	0	0	0
Bypass	2	1	0	29	0	0	0	0
TOTAL	6	6	0	124	0	0	0	32
Valid Complaints								
Per 10,000 riders	3.03							
Per 1,000 riders					0.00			



## LAVTA COMMITTEE ITEMS - June 2020 - October 2020

### Finance & Administration Committee

#### June

	Action	Info
Minutes	X	
Treasurers Report	X	

#### July

	Action	Info
Minutes	X	
Treasurers Report	X	

\*Typically July committee meetings are cancelled

#### August

	Action	Info
Minutes	X	
Treasures Report	X	

#### September

	Action	Info
Minutes	X	
Treasurers Report	X	
Conflict of Interest - even numbered years	X	

#### October

	Action	Info
Minutes	X	
Treasurers Report	X	
CAFR	X	

## LAVTA COMMITTEE ITEMS - June 2020 - October 2020

### Projects & Services Committee

#### June

	Action	Info
Minutes	X	
Fixed Route Customer Satisfaction		X
SAV Updates		X

#### July

	Action	Info
Minutes	X	
*Typically July committee meetings are cancelled		

#### August

	Action	Info
Minutes	X	

#### September

	Action	Info
Minutes	X	
DAR Customer Satisfaction Survey		X
Passenger Surveys	X	

#### October

	Action	Info
Minutes	X	
Winter Service Changes (effective February)	X	
SAV Updates		X

## **AGENDA**

### **ITEM 7**

## STAFF REPORT

SUBJECT: 2020 Audit of LAVTA's Financial Statements

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2020

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### Action Requested

This is an information item for review and discussion.

### Background

LAVTA has engaged an accountancy firm to audit the financial statements for each previous fiscal year. Part of that process is based on the Statement on Auditing Standards (SAS) No. 99 and 114 which requires the auditor to communicate with those charged with governance, including:

- An overview of the planned scope and timing of the audit.
- Representations the auditor is requesting from management.
- Additional guidance on the forms and timing of communication.
- An evaluation of the adequacy of the two-way communication.

### Discussion

Maze and Associates is conducting the financial audit for fiscal year ending June 30, 2020. The attached agenda is provided for the Committee's review and Mr. David Alvey of Maze and Associates will be available to discuss these items with the Committee.

### Budget

No budget impact.

### Next Steps

Maze and Associates will work with Staff to complete the financial audit and are available to the LAVTA Board of Directors if any questions or concerns arise.

### Recommendation

This is an information item for review and discussion.

Attachments:

1. Agenda from Maze and Associates

Approved: \_\_\_\_\_

**LIVERMORE AMADOR VALLEY  
TRANSIT AUTHORITY  
AUDIT PLANNING MEETING AGENDA  
For The Year Ended June 30, 2020**

Date of Meeting: June 1, 2020

Form of communication: Zoom meeting with Finance and Administration Committee

Purpose of meeting: Cover discussions related to fraud considerations as required by Statement of Auditing Standards (SAS) Statement 99 and 114.

The main purpose of this discussion is to open up two-way communication between the auditors and “those charged with governance” at the Authority.

**SAS 114 – Audit Timing, Scope and Management Representation**

***Audit Timing***

In regards to Audit Timing, we finished our interim phase (control testing) and are wrapping up the final phase and the report.

***Audit Scope***

In terms of audit scope, we begin with

- Performing a risk assessment brainstorming of the Authority
- Then create an audit plan tailored to the Authority and sector
- We review and document our understanding of the Authority’s internal controls and segregation of duties. Here we have a focused attention to conflict of duties – employees with access to assets and related records used to control and account for those assets, and we test mitigating controls.
- We determine the most effective way to test significant audit areas and balances, usually by
  - Testing controls over key transactions cycles via sampling (such as disbursements, payroll and journal entries)
  - Testing information system application controls
  - Sending 3<sup>rd</sup> party confirmations when they can be effective
  - Testing accruals at year end
  - Analytical Review
  - Projections and forecasts
  - Testing bank reconciliations
  - Reviewing actuarial studies utilized for Retirement Plans and OPEB

- Perform compliance tests
  - Certain Government code provisions applicable to cash and investments
  - Local policy compliance, typically:
    - Investment
    - Purchasing
  - Grants (Single Audits)
- Financial Statement preparation assistance
  - Staff has requested that we provide assistance with the preparation of financial statements and disclosures.
  - We are satisfied staff have the capability to perform this task themselves.

### ***Management Representations***

We will request representations from management that data and assertions provided are complete and accurate. We rely primarily on our audit verification tests and procedures, however, management assertions and judgments unavoidably affect financial data.

## **SAS 99 – Fraud Consideration**

***Fraud Considerations:*** Statement of Audit Standard (SAS) #99, *Consideration of Fraud in a Financial Statement Audit*. This Standard came out of the fall out of Enron/ WorldCom and other private sector frauds.

1. “Fraud” is defined as an intentional act that results in a *material misstatement in financial statements* that are subject to audit. In this case, fraud includes two concepts:
  - a. Fraudulent financial reporting:
    - i. Misstatement including misapplication of accounting principles, omission of data or disclosures, fictitious transactions or sham transactions
    - ii. Concealment
  - b. Misappropriations of assets:
    - i. Theft
    - ii. Concealment
    - iii. Conversion
2. SAS 99 requires an inquiry of client
  - a. Client officials to include:
    - i. Board Members
    - ii. Management
    - iii. Others outside Finance (optional)
  - b. Areas to be discussed:
    - i. Is management aware of known instances of fraud?
    - ii. Are there areas you believe are “Susceptible to Fraud”?
    - iii. Any known related party transactions?
    - iv. Do you feel all Authority employees are honest and have integrity?
  - c. Areas automatically deemed susceptible to fraud:
    - i. Improper revenue recognition
    - ii. Management override of Internal Control
3. SAS 99 also requires that we address our client’s “Fraud Risk Assessment and Monitoring Programs” (AKA internal controls plus)
  - a. Prevention techniques
  - b. Deterrence techniques
  - c. Detection techniques

David Alvey | CPA | Audit Partner



3478 Buskirk Avenue, Suite 215  
Pleasant Hill, CA 94523  
(925)-930-0902, Ext. 227  
[davida@mazeassociates.com](mailto:davida@mazeassociates.com)

## **AGENDA**

### **ITEM 8**



## STAFF REPORT

SUBJECT: FY2021 LAVTA Service Scenarios

FROM: Michael Tree, Executive Director

DATE: June 1, 2020

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### **Action Requested**

None. Information item only.

### **Background**

As part of our Short-Range Transit Plan project that is currently underway, staff asked our consultant Nelson\Nygaard to take a look at our transit operations in the current COVID-19 environment. We asked for information regarding the key factors that would likely spur increases in demand for our services during the coming fiscal year as well as the challenges we are likely to face moving forward. We also asked Nelson\Nygaard to develop three scenarios: worst case, best case, and most likely.

### **Discussion**

Thomas Wittman from Nelson\Nygaard will make a presentation to the Board.

### **Recommendation**

None. Information item only.

*Submitted:* \_\_\_\_\_

## **AGENDA**

### **ITEM 9**

## STAFF REPORT

SUBJECT: Update on FY 2021 Operating and Capital Budget

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2020

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### **Action Requested**

Review the updated expense and revenue forecasts for Fiscal Year (FY) 2021 and approve a revised Capital Budget.

### **Background**

At the May 4, 2020 Board of Directors meeting, staff presented a budget for Board approval based on pre-COVID conditions with the understanding that updates would be provided once additional economic forecasts were received.

As the Operating Budget approved by the Board in May of 2020 is anticipated to cover Operating Expenses under any of these scenarios there is no need to approve a new operating budget. However, the Capital Budget being presented here is more than the original budget and therefore will need approval

### **Discussion**

Attached for your review is an updated revenue and expenditure forecast for Capital and Operating for FY 2021 (July 1, 2020 through June 30, 2021). The operating portion includes revenues and expenses required to operate fixed route service, paratransit services, Go Tri-Valley, and the shared autonomous vehicle program.

### **Revenues**

Staff has received information from both the Metropolitan Transportation Commission (MTC) and the Alameda County Transportation Commission (ACTC) regarding projections for the various revenue sources they oversee. Staff has taken this information, as well as other information regarding expected economic conditions to create a revenue forecast. Staff developed several iterations of the revenue forecasts but would like to proceed with the following set of assumptions. These assumptions include: a 40% decrease in State and Local tax and bridge toll-based revenues, and a 90% decrease in passenger fares as a result of the free fare promotion and the decrease in ridership. The assumptions are a little more conservative than the one shared by MTC, however, staff believes it provides a good buffer in case of additional revenue losses.

The revised operating revenue of \$18.5 million reflects an overall decrease of \$2.3 million or 11 percent from the original FY 2021 budget. These revenues include LAVTA using both tranches of the CARES Act funding in FY 2021. This is made possible by the anticipated under-run in the FY 2020 budget. Revenues are expected to come in under budget primarily due to COVID related changes in the economy while expenses are anticipated to come in

under budget due to a number of reasons including: lower fuel prices and consumption, decreased paratransit demand, a renegotiated rate with our Fixed Route Operations and Maintenance Contractor, MV Transportation, and a few projects that were put on hold due to the pandemic.

### **Operating Expenses**

For FY 2021, staff prepared three scenarios in terms of expenditures as they correlate with service levels discussed in the previous agenda item. The table below shows these scenarios and how they relate to the revenue projections. Expense details are provided for the Boards review aligned with the intermediate case scenario.

### **Capital**

The updated FY2021 Capital Budget of \$26.4 million includes \$2.3 million in TDA. Funds for design of the Atlantis Facility, Real Time Automated Passenger Counters, and Driver Barriers were added to the original Capital Budget. Please see attachment one for more detail.

The table below shows the three operating scenarios and the expenses associated with each one compared to the budget approved by the Board in May 2020. The table also shows the difference between the operating expense and the total anticipated revenue available for FY 2021.

### **Reserves**

Any scenario where expenses exceed revenues would result in the need to use funds from LAVTA's reserves. The column on the far right shows how each scenario paired with the capital budget would affect the reserves. A reserve analysis is presented at the end of the budget showing what the levels would be based on the Intermediate case and anticipated revenues.

Scenario	Revised Operating Expense FY21	Reduction from original FY 21 Budget	Difference between Revised Expense and Revenues	Capital (TDA portion)	Net Amount Surplus/ (Shortfall)
Best Case	\$19,482,908	\$1,337,819	-\$962,199	\$2,253,700	-\$3,215,899
Likely Case	\$17,453,428	\$3,367,299	\$1,067,281	\$2,253,700	-\$1,186,419
Worst Case	\$16,836,403	\$3,984,324	\$1,684,306	\$2,253,700	-\$569,394

### **Recommendation**

Staff requests that the Board of Directors approve the revised Capital Budget for FY2021.

Attachments:

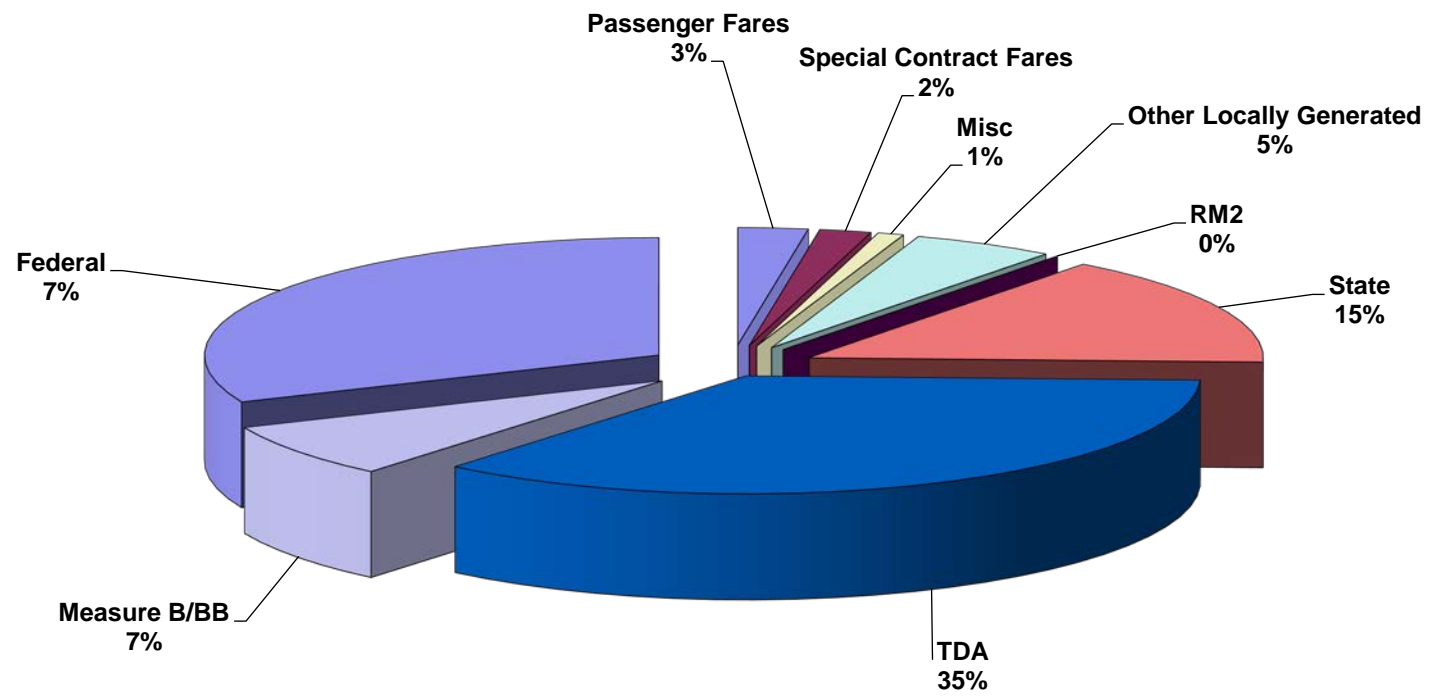
1. Amended Capital Budget FY 2021 and Intermediate Case Operating Scenario
2. Resolution 16-2020 Amended Capital Budget FY2021

Approved: \_\_\_\_\_

**LAVTA  
FY2021 BUDGET  
OPERATING REVENUES**

		<b>FIXED ROUTE FUND</b>	<b>PARATRANS. FUND</b>	<b>WOD</b>	<b>TOTAL FY2021</b>	<b>Original Budget FY2021</b>	<b>% CHANGE</b>
401	Passenger Fares:	\$340,454	\$93,750		\$434,204	\$1,140,773	-62%
402	Business Park Revenue	\$72,020			\$72,020	\$246,067	-71%
402	05 Special Contract Fares:	\$218,288	\$30,000		\$248,288	\$652,548	-62%
406	01 Concessions	\$58,872		\$0	\$58,872	\$57,984	2%
406	03 Advertising	\$30,000		\$ -	\$30,000	\$95,000	-68%
407	04 Interest	\$25,000			\$25,000	\$25,000	0%
407	03 Google Lease	\$48,000		\$0	\$48,000	\$48,000	0%
407	99 Clipper Fees and cards	\$0			\$0	\$0	0%
409	Transit Development Act (TDA)						
91	Article 4.0	\$5,422,938	\$618,446	\$0	\$6,041,385	\$9,941,237	-39%
92	Article 4.5		\$87,527		\$87,527	\$123,996	-29%
95	BART 4.0	\$58,163			\$58,163	\$82,398	-29%
96	RM2	\$0			\$0	\$580,836	-100%
01	Bridge Toll (RM2)	\$348,502			\$348,502	\$238,500	46%
01	BAAQMD and TFCA	\$286,316		\$252,190	\$538,506	\$300,006	79%
411	State Transit Assistance (STA)						
01	Operating-Population Based	\$793,498			\$793,498	\$1,124,122	-29%
01	Block Small Operator	\$888,731			\$888,731	\$1,259,035	100%
01	Operating-Revenue Based	\$208,552			\$208,552	\$295,448	-29%
01	Regional Paratransit		\$66,305		\$66,305	\$93,932	-29%
01	STA Lifeline	\$38,281			\$38,281	\$54,232	100%
05	Regional BART	\$415,450			\$415,450	\$588,554	-29%
01	CalTrans	\$250,000			\$250,000	\$250,000	100%
413	Federal Transit Administration Section 5307	\$5,088,000	\$412,325		\$5,500,325	\$1,500,325	267%
464	01 Measure B and BB	\$972,559	\$329,263	\$0	\$1,301,822	\$2,122,736	-39%
<b>TOTAL REVENUE</b>		<b>\$15,563,622</b>	<b>\$1,637,616</b>	<b>\$252,190</b>	<b>\$17,453,428</b>	<b>\$20,820,728</b>	<b>-16.17%</b>

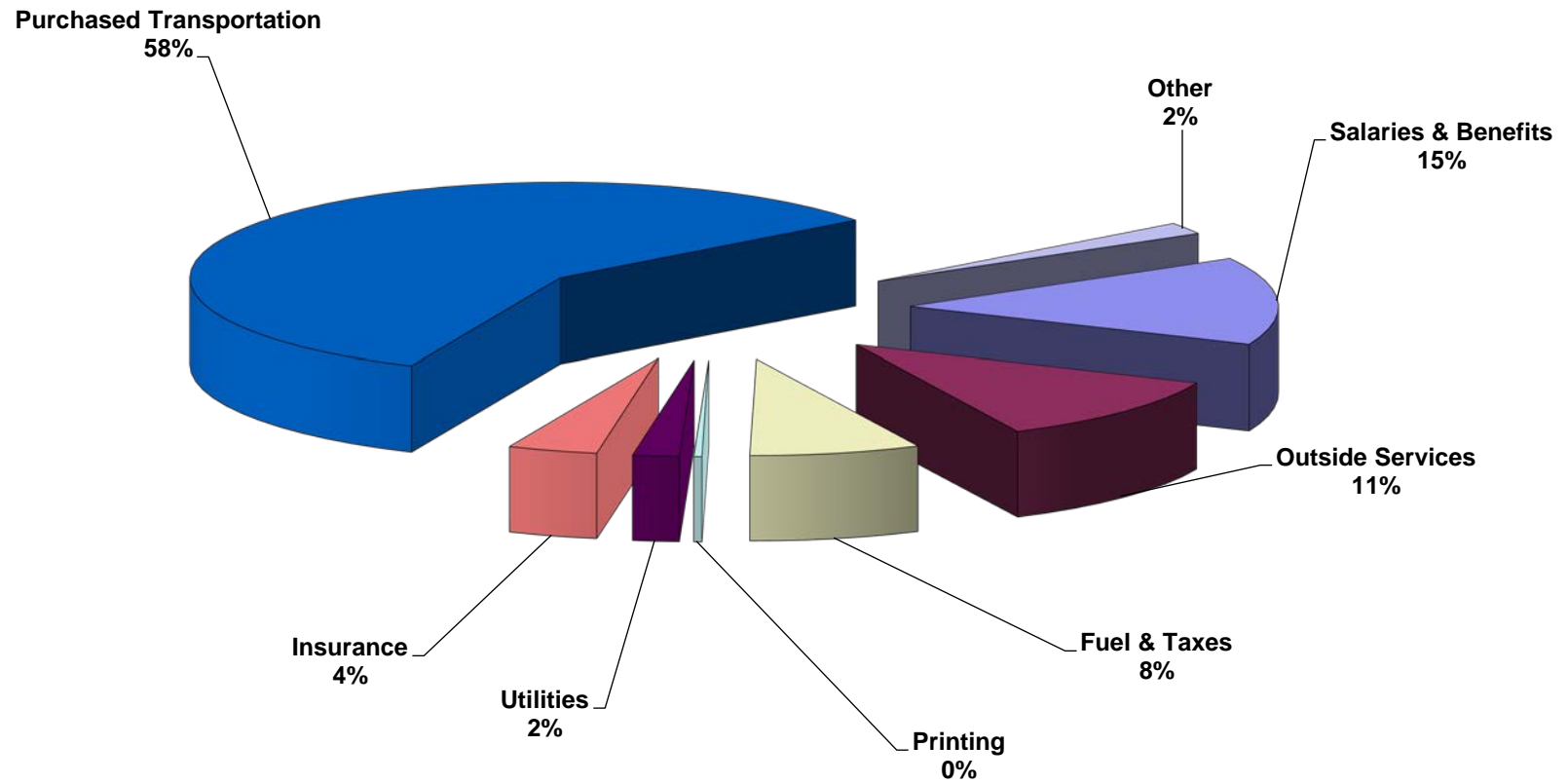
# OPERATING REVENUE FY2021



**LAVTA  
FY2021 BUDGET  
OPERATING EXPENDITURES**

		GENERAL FUND	PARATRANSIT FUND	Wheels On Demand	TOTAL FY 21	ORIGINAL BUDGET FY21	% CHANGE
501 02	Salaries and Wages	\$1,343,140	\$170,562	\$74,045	\$1,587,747	\$1,724,066	-8%
502 00	Personnel Benefits	\$926,868	\$65,495	\$7,619	\$999,982	\$944,210	6%
503 00	Professional Services	\$1,025,430	\$30,450	\$92,500	\$1,148,380	\$1,108,380	4%
503 05	Non-Vehicle Maintenance	\$814,571	\$10,872	\$0	\$825,443	\$864,315	-4%
503 99	Communications	\$6,500	\$2,000	\$0	\$8,500	\$9,500	-11%
504 01	Parts, Fuel and Lubricants	\$1,021,500	\$0	\$0	\$1,021,500	\$1,386,600	-26%
504 03	Non Contracted Vehicle Maintenance	\$3,000	\$0	\$0	\$3,000	\$3,000	0%
504 99	Office/Operating Supplies	\$56,030	\$6,387	\$0	\$62,417	\$64,917	-4%
504 99	Printing	\$43,614	\$17,000	\$0	\$60,614	\$85,614	-29%
505 00	Utilities	\$346,513	\$4,723	\$0	\$351,235	\$351,235	0%
506 00	Insurance	\$675,876	\$6,827	\$0	\$682,703	\$682,703	0%
507 99	Taxes and Fees	\$277,000	\$0	\$0	\$277,000	\$302,000	-8%
508 01	Purchased Transportation	\$8,755,092	\$1,314,813	\$76,026	\$10,145,931	\$12,971,210	-22%
509 00	Miscellaneous	\$170,720	\$8,757	\$0	\$179,477	\$133,479	34%
509 02	Professional Development	\$37,000	\$2,500	\$0	\$39,500	\$69,500	-43%
509 08	Advertising	\$58,000	\$0	\$2,000	\$60,000	\$120,000	-50%
<b>TOTAL TRANSIT OPERATIONS AND MAINTENANCE</b>		<b>\$15,560,853</b>	<b>\$1,640,384</b>	<b>\$252,190</b>	<b>\$17,453,428</b>	<b>\$20,820,728</b>	<b>-16.2%</b>

# OPERATING EXPENDITURES FY 2021



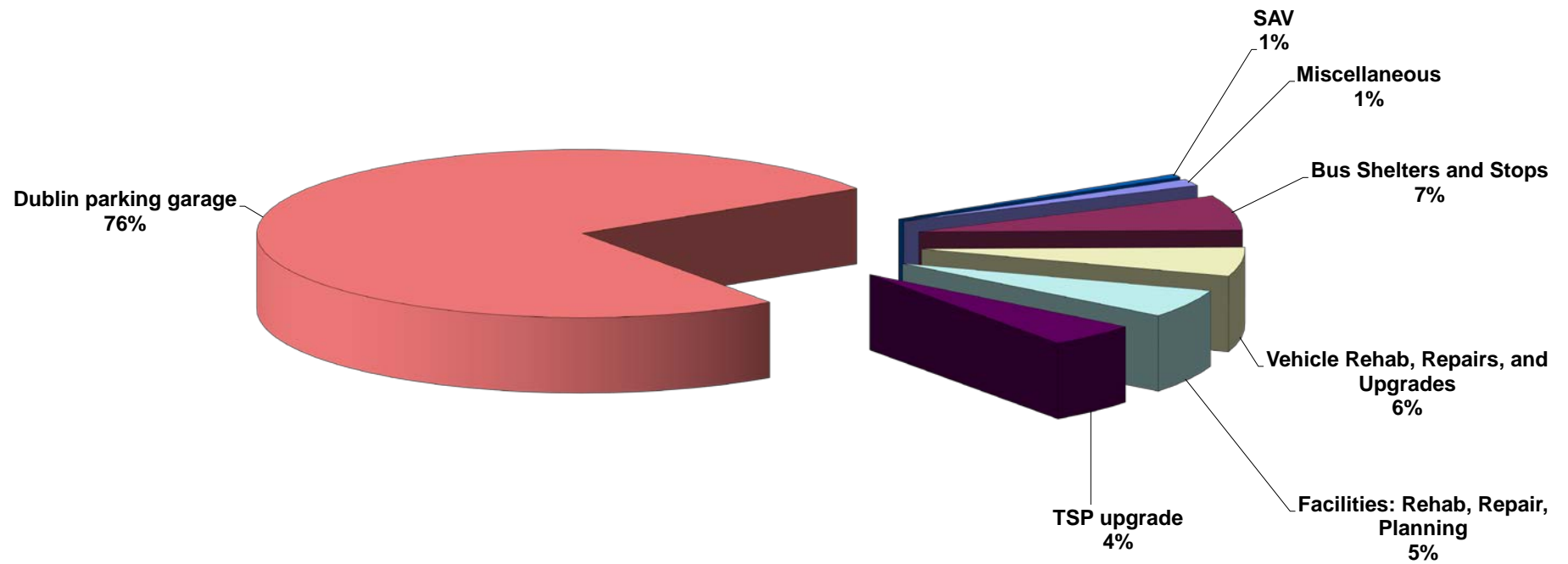


**LAVTA  
FY2021 BUDGET  
PROJECT DETAIL**

**Capital Improvement Program**

<b>Project</b>	<b>FTA FUNDS</b>	<b>BAAQMD</b>	<b>State</b>	<b>CTC CIP</b>	<b>TVTC</b>	<b>TDA 4.0</b>	<b>Prop 1B</b>	<b>BUDGET FY21</b>
Transit Center Upgrades and Improvements	\$440,000					\$110,000	\$20,000	\$570,000
Bus Shelters, signs, and Stops			80,640	\$1,277,410		\$416,000		\$1,774,050
Radio upgrade						\$6,700		\$6,700
Office and Facility Equipment						\$199,000		\$199,000
Transit Capital						\$100,000		\$100,000
Shop Repairs and Replacements						\$100,000	\$200,962	\$300,962
TSP upgrade					\$1,140,000	\$66,000		\$1,206,000
Doolan tower upgrade						\$30,000		\$30,000
Atlantis Facility						\$350,000		\$350,000
Real Time APC						\$200,000		\$200,000
SAV		\$168,194						\$168,194
Dublin Parking Garage			\$20,000,000					\$20,000,000
Bus Add ons						\$266,000		\$266,000
Vehicle Repairs	\$800,000					\$410,000		\$1,210,000
<b>TOTAL</b>	<b>\$1,240,000</b>	<b>\$168,194</b>	<b>\$20,080,640</b>	<b>\$1,277,410</b>	<b>\$1,140,000</b>	<b>\$2,253,700</b>	<b>\$220,962</b>	<b>\$26,380,906</b>

## Capital Projects FY 2021



**LAVTA**  
**RESERVES ANALYSIS**

**OVERVIEW OF THE ALLOCATION PROCESS**

***TDA***

Under the State Transportation Development Act (TDA), the Metropolitan Transportation Commission (MTC) is designated as the body that distributes funds from the County Local Transportation Fund (LTF) to each transit operator in the county. Each year this distribution process begins in February when MTC passes a resolution approving each transit operator's apportionment of TDA funds for the upcoming fiscal year. This resolution defines LAVTA's share of the funds available in Alameda County. The funds are apportioned based on population. LAVTA's service area contains approximately 14% of the total population in the county.

Through its planning process LAVTA determines how much of this apportionment to request for the year, and submits a claim for these funds. MTC then passes a resolution allocating the requested funds.

The difference between the apportioned amount and the allocated amount is reserved for LAVTA's future use. This amount, called "prior year funds", "carryover" or "reserves", is also shown in the apportionment resolution. These funds are retained in accordance with the California Administrative Code, in the LTF at the County of Alameda based on terms and conditions determined by MTC.

**TDA RESERVES**

The following analysis calculates LAVTA's expected reserves at the end of FY2021 based on currently available information about FY 2020

<b>Projected Reserves at June 30, 2020</b>	<b>\$8,376,737</b> (Projected Carryover 2/26/20)
Estimated Decrease	-1,732,454
FY2021 Apportionment (estimated)	11,847,775 (FY21 revenue estimate 2/26/20)
Estimated Decrease	-4,739,110
<b>FY2021 TDA Funds Available for Allocation</b>	<b>\$13,752,948</b>

FY2021 Operating Request (Middle of the road)	\$6,041,384
FY2021 Capital Request	2,253,700
<b>FY2021 TDA Request for Allocation</b>	<b>\$8,295,084</b>

<b>Projected Reserves at June 30, 2021</b>	
Reserves at June 30, 2021	\$5,457,864
Expiring Capital Allocations @ June 30, 2020	0
FY 2020 Unexpended Funds (Due to LTF)	0 (estimate)
Prior year Due to LTF	\$13,093,436

<b><u>TOTAL TDA RESERVES</u></b>	<b><u>\$18,551,300</u></b>
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### *STA*

A second revenue source administered by MTC is State Transportation Assistance Funds, or STA. LAVTA receives apportionments of STA funds each year: Revenue based (calculated on LAVTA's locally generated revenue as a portion of the region's locally generated revenue) and Population based (based on LAVTA's share of population compared to other small and north county operators). The population based apportionment is administered by ACTC. As with TDA, LAVTA receives an estimated apportionment in February, requests an allocation, and the difference is maintained in the County Treasury, as reserves.

### **STA RESERVES**

The following analysis calculates LAVTA's expected STA reserves at the end of FY2020 based on currently available information about FY 2020.

#### *Revenue Based*

<b>Reserves at June 30, 2020</b>	<b>\$353,830</b> (Projected Carryover 2/26/2020)
Estimated Decrease	-\$8,846
FY2021 Apportionment	347,586 (FY20 revenue estimate 2/26/2020)
Estimated Decrease	-139,034
<b>FY2021 Available STA Funds</b>	<b>\$553,536</b>

#### *Population Based*

<b>Reserves at June 30, 2020</b>	<b>\$0</b>
FY 2021 Apportionment	\$1,322,496 (FY20 revenue estimate 2/26/2020)
Estimated Decrease	-528,998
<b>FY 2021 Available STA Funds</b>	<b>\$793,498</b>

#### *Block*

<b>Reserves at June 30, 2020</b>	<b>\$0</b>
FY 2021 Apportionment	\$1,481,218
Estimated Decrease	-592,487
<b>FY 2021 Available STA Funds</b>	<b>\$888,731</b>

<b>FY2021 STA Request for Allocation</b>	<b>\$1,890,780</b>
<b>Reserves at June 30, 2021</b>	<b>\$344,984</b>

<b><u>TOTAL TDA and STA RESERVES</u></b>	<b><u>\$18,896,284</u></b>
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#### *Restricted Reserves*

FY 2022 and 2023 Bus Purchase Local Match	\$7,000,000
Atlantis Facility Local Match	\$6,000,000
<b>Total Restricted Reserves</b>	<b>\$13,000,000</b>

<b>Total Unrestricted reserves</b>	<b>\$5,896,284</b>
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This amount is in line with the Board Policy to maintain 3-6 months of operating revenues in reserves.

**RESOLUTION NO. 16-2020**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE  
AMADOR VALLEY TRANSIT AUTHORITY ADOPTING A REVISED  
CAPITAL BUDGET FOR FISCAL YEAR 2021**

**WHEREAS** the Board of Directors of the Livermore Amador Valley Transit Authority at their meeting of May 4, 2020 reviewed and approved the Operating and Capital Budget for Fiscal Year 2021 for this Authority; and

**WHEREAS** LAVTA Staff has identified additional Capital Projects that would benefit the Agency and our riders resulting in a need to amend the Fiscal Year 2021 Capital budget; and

**WHEREAS** the Board of Directors of the Livermore Amador Valley Transit Authority at their meeting of June 1, 2020 reviewed and approved and amended Capital Budget for Fiscal Year 2021 for this Authority,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors that the amended Operating and Capital Budget for the Livermore Amador Valley Transit Authority for Fiscal Year 2021, attached hereto and incorporated herein as Attachment 1, is hereby adopted.

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to transfer funds within and between costs centers.

**APPROVED AND PASSED** this 1st day of June 2020.

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David Haubert, Chair

**ATTEST:**

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Michael Tree, Executive Director

## **AGENDA**

### **ITEM 10**

## STAFF REPORT

SUBJECT: LAVTA Annual Salary Band Review

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2020

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### **Action Requested**

Approve the proposed Resolution 15-2020 resulting from the annual review of the LAVTA organization and of salary bands as required by the LAVTA Human Resources Policy.

### **Background**

LAVTA's Human Resources Policy states that "As part of the annual budget approval process, salary ranges will be established in accordance with procedures in the Human Resources Manual, which includes adherence to the Executive Director Compensation Policy and an annual salary survey for all established positions within the Authority." LAVTA also reviews the organization for any changes that have occurred over the last fiscal year or that are recommended to the Board for the next fiscal year. Last year, LAVTA's Board approved an adjustment to the salary bands for FY2020 based on the update to the salary survey conducted by a third-party contractor.

### **Discussion**

The Board of Directors approved a budget for Fiscal Year 2021 on May 4, 2020. That budget included a new position of Senior Capital Projects Specialist. Upon further consideration by the Executive Team following the hire of the new Director of Operations and Innovations, the Executive Team has determined that capital projects be divided amongst the Executive Director, the Director of Operations and Innovation and the Senior Grants and Management Specialist in favor of the creation of a Senior Operations Specialist (job description attached). The Senior Operations Specialist will provide a high level of support in the analysis and implementation of improvement with the fixed route system, and will resolve highly complex operations issues through the combination of experience and creative strategies were procedures may not yet be prescribed or well-defined.

### *Organization Chart*

The updated FY2021 budget forecast includes the positions as reflected in the attached organization chart.

### *Salary Bands*

A thorough compensation study conducted by the third part contractor was completed in 2014, with an update to the survey, including any adjustments subsequent to the study, was completed in 2015, 2016, 2017, 2018, 2019 and this year. The first four updates were made based on 11



comparator transit agencies. Beginning in the 2019 study staff asked that one of the comparator agencies, Foothill Transit be eliminated from comparison based on Board Discussion.

Based on the update this year, there is no indication that salaries in the transit agency labor market have fluctuated enough to warrant more than a CPI-based increase in the salary bands (Table A. San Francisco-Oakland-Hayward, CA CPI-U bi-monthly and annual percent changes). Therefore, staff recommends 1.1% CPI increase in the salary bands in order to ensure that the bands stay competitive in the labor market. The changes are summarized below.

**Please note: Changes to the Salary Bands do not affect individual salaries which are increased based solely on performance and in accordance with the adopted budget.**

*Table of Proposed Monthly Salary Range Changes*

<b>Band</b>	<b>Current FY2020 Monthly Salary Range</b>		<b>Proposed FY2021 Monthly Salary Range</b>	
1	\$3,699	\$5,180	\$3,740	\$5,237
2	\$4,625	\$6,475	\$4,625	\$6,546
3	\$5,552	\$7,772	\$5,613	\$7,857
4	\$6,661	\$9,325	\$6,734	\$9,428
5	\$7,992	\$11,190	\$8,080	\$11,313
6	\$9,592	\$13,426	\$9,698	\$13,574

## **Proposed Salary Band Ranges**

### **Monthly Salary Ranges**

#### **Band 1** **\$3,740 - \$5,237**

Customer Service Representative

#### **Band 2** **\$4,676 - \$6,546**

Executive Assistant

Customer Service Supervisor

#### **Band 3** **\$5,613 - \$7,857**

Accounting Analyst

Marketing and Communications Specialist

Paratransit Specialist

#### **Band 4** **\$6,734 - \$9,428**

Senior Transit Planner

Senior Fleet & Technology Management Specialist

Senior Grants, and Management Specialist

Senior Operations Specialist

**Band 5** **\$8,080 - \$11,313**

Manager

**Band 6** **\$9,698 - \$13,574**

Director of Finance

Director of Planning and Marketing

Director of Operations and Innovation

**Budget Impact**

These Salary Band Ranges and the Organizational Chart are consistent with the proposed FY2021 operating budget.

**Recommendation**

Staff recommends approval of the attached Resolution 15-2020 adjusting the salary bands for LAVTA positions.

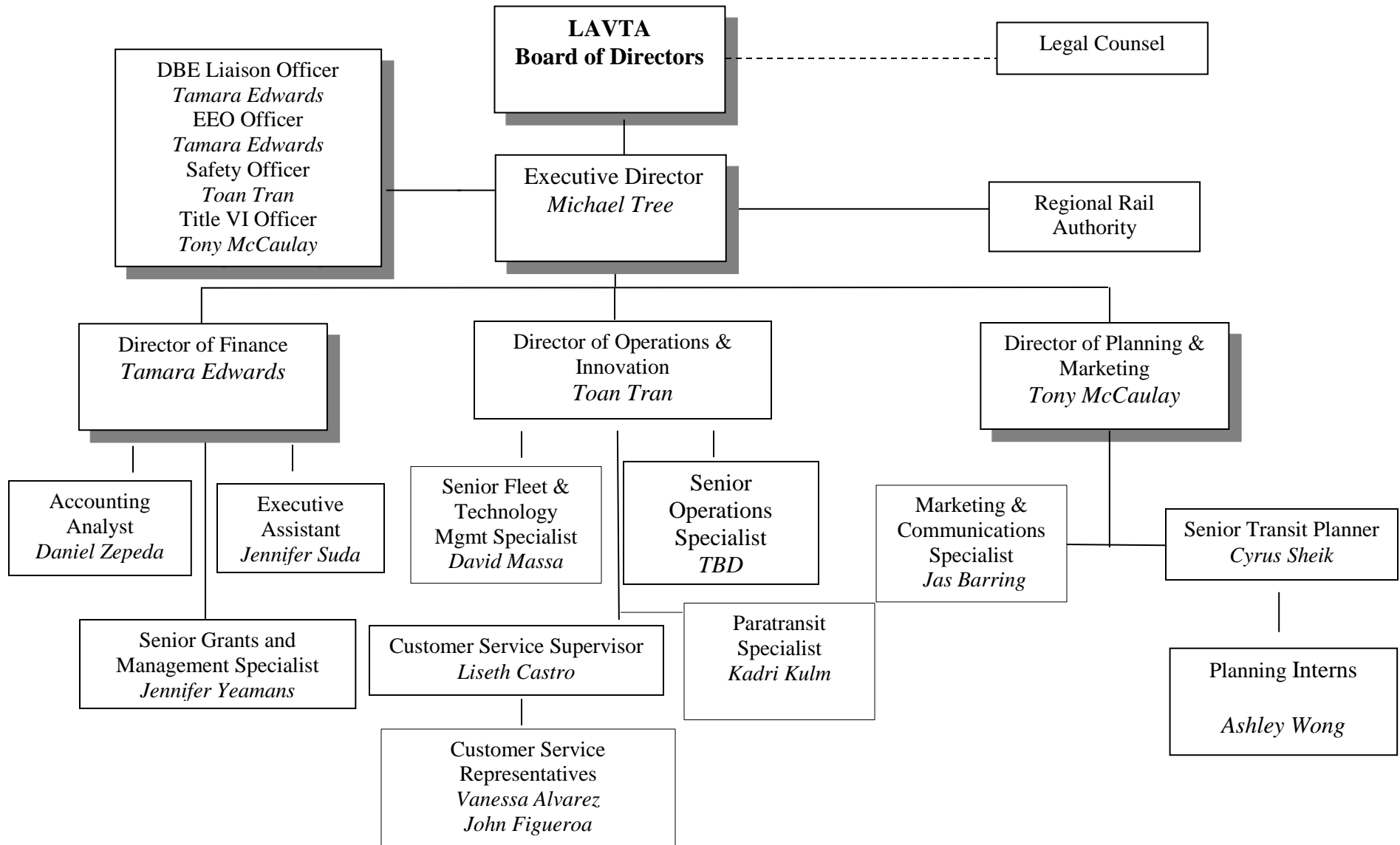
Attachments:

1. LAVTA Organization Chart
2. Senior Operations Specialist Job Description
3. Resolution 15-2020 of the Board of Directors of the Livermore Amador Valley Transit Authority Establishing FY2021 Salary Bands
4. Annual Organizational Review Results Summary
5. Bureau of Labor Statistics

*Approved:* \_\_\_\_\_

# LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

## Organizational Chart



# LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY

## POSITION DESCRIPTION

**POSITION** Senior Operations Specialist

**CLASSIFICATION** Non-Exempt

## POSITION DESCRIPTION

The Senior Operations Specialist works under the direction of the Director of Operations and Innovation and is responsible for developing, planning, budgeting, and administering the design, implementation, and analysis of fixed route service. Performs administrative and analytical assignments in support of operations functions in the areas of computer modeling, business process improvement, budgeting, and program management. Frequently resolves highly complex operations issues by using a combination of experience and creative strategies where procedures may not yet be prescribed or well-defined.

## SPECIFIC DUTIES AND RESPONSIBILITIES

### **50% *Fixed Route Service Oversight***

- Oversees and monitors contractor service to ensure the performance and quality assurance standards set forth in the contract/solicitation are met.
- Oversees contractor maintenance performance in regards to rolling stock and facilities operated and/or maintained by contractor to ensure compliance with agency and FTA requirements.
- Monitors contractor compliance with Title VI, EEO, ADA, drug testing regulations and contractor safety program.
- Ensures accuracy with contractor billing and reporting.
- Recommends and develops key performance indicators (KPIs) for performance monitoring.
- Assesses performance trends and identifies key areas for improvements.
- Collects, reviews, analyzes, and prepares monthly performance measurement reports for fixed-route service.

### **50% *Analytical Objectives***

- Serves as team expert in statistical analysis, database querying, report and tool development, and business process improvements for the department.
- Identifies and notifies management of potential operational, legal, and financial issues and recommends solutions to address the issues.
- Develops scope of work for purchased transportation services and support activities, participates in competitive procurement activities, and administers resulting contracts including invoice verification, contractor oversight, and provision of quality assurance.
- Develops business practices and methods to be used within the department and by contractors.

- Assists management in the development of capital projects by reviewing cost estimates, establishing schedules, budgets and funding sources. Analyzes project costs to assure conformance with available funding sources.
- Monitors national transit trends and developments, reports on significant items, and makes recommendations.
- Prepares fixed route component of annual National Transit Database Report.
- Provides technical and analytical support to the development of department annual budgets by compiling information, gathering support documents, calculating data, projecting costs, tracking expenditures and conducting budget variance analysis; advises management on budget and financial matters.
- Other duties as assigned.

### ***Professional Conduct***

The employee shall work well under pressure meeting multiple and sometimes competing deadlines. The employee shall at all times demonstrate cooperative behavior with colleagues, supervisors, contract service providers, and the public.

### **KNOWLEDGE/SKILLS REQUIRED BY POSITION**

#### ***Ability to:***

- Think strategically and proactively.
- Demonstrate excellent research, analytical and investigative skills, with exceptional attention to detail.
- Identify business process improvements.
- Work independently and in a team-oriented environment.
- Build rapport and effectively address the public, particularly members of the disabled community and their representatives.
- Communicate clearly and effectively, both in speaking and writing.
- Establish and maintain effective customer-focused working relationships with all levels of LAVTA management, employees, employee organizations and their representatives, other governmental officials, community groups, and the public.

#### ***Knowledge of:***

- Statistics, cost-benefit analysis, and performance measurements.
- Principles and techniques of written and oral communication, including public speaking and presentations.
- Business practices policies for fixed route and paratransit operations.
- Federal ADA transportation rules and regulations.
- Microsoft Office Suite, including Word, Outlook, Access, PowerPoint, and especially Excel
- Google Suite and other.

### **ORGANIZATIONAL RELATIONSHIPS**

#### ***Position reports directly to:***

- LAVTA Director of Operations and Innovation

#### ***Position coordinates with:***

- LAVTA Board of Directors and staff
- LAVTA's contract service providers, other outside vendors, and the public
- Representatives of Local, County, Regional, State and Federal agencies

**QUALIFICATIONS**

Any combination of education and experience equivalent to a bachelor's degree in business, public administration, transportation, finance, planning, or related fields with a minimum of five years of professional experience with passenger transportation. Contract oversight experience preferred. Must be detailed oriented, have strong analytical and organizational skills, and have the ability to multi-task.

**RESOLUTION NO. 15-2020****RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
ESTABLISHING FY2020 SALARY BANDS**

**WHEREAS**, the Board of Directors of the Livermore Amador Valley Transit Authority adopted Resolution No. 03-2020 which established the current Human Resources Policy; and

**WHEREAS**, Section 4.2, Rates of Pay, of the Human Resources Policy requires an annual review of the Salary Ranges as part of the annual budget process; and

**WHEREAS**, it is desirable and necessary to revise the Salary Bands.

**NOW, THEREFORE, BE IT RESOLVED** that the Salary Bands for FY2021 are revised as follows:

**Salary Bands**

The following salary bands represent the categories of employment within the agency. Bands will be adjusted annually as part of the budget process. Periodically the Board of Directors may make additional one time adjustments to the bands based on market conditions, or other relevant factors indicating that the bands have become non-competitive. The Executive Director will have the authority to set salaries for positions within each band based on adopted budget constraints.

Monthly salary ranges as of July 1, 2020.

**Monthly Salary Ranges**

<u>Band 1</u>	<u>\$3,740 - \$5,237</u>
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Customer Service Representative

<u>Band 2</u>	<u>\$4,676 - \$6,546</u>
---------------	--------------------------

Executive Assistant

Customer Service Supervisor

<u>Band 3</u>	<u>\$5,613 - \$7,857</u>
---------------	--------------------------

Accounting Analyst

Marketing and Communications Specialist

Paratransit Specialist

<u>Band 4</u>	<u>\$6,734 - \$9,428</u>
---------------	--------------------------

Senior Transit Planner

Senior Fleet & Technology Management Specialist

Senior Grants, and Management Specialist  
Senior Operations Specialist

<u>Band 5</u>	<u>\$8,080 - \$11,313</u>
Manager	

<u>Band 6</u>	<u>\$9,698 - \$13,574</u>
Director of Finance	
Director of Planning and Marketing	
Director of Operations and Innovation	

**PASSED AND ADOPTED** this 1<sup>st</sup> day of June 2020.

\_\_\_\_\_  
David Haubert, Chair

**ATTEST:**

\_\_\_\_\_  
Michael Tree, Executive Director

**Approved as to form:**

\_\_\_\_\_  
Michael Conneran, Legal Counsel



Classification	# of Matches	Top Monthly Salary Data					Total Monthly Compensation Data						
		LAVTA Max Salary	Average of Comparators	% above or below	Median of Comparators	% above or below	LAVTA Total Comp	Average of Comparators	% above or below	Median of Comparators	% above or below		
Accounting Analyst	5	\$ 7,772	\$ 7,596	2.3%	\$ 7,294	6.2%	\$ 12,429	\$ 11,734	5.6%	\$ 11,619	6.5%		
Administrative Assistant	8	\$ 6,475	\$ 5,634	13.0%	\$ 5,623	13.2%	\$ 10,889	\$ 9,113	16.3%	\$ 9,095	16.5%		
Customer Service Representative	3	\$ 5,180	ISD	ISD	ISD	ISD	\$ 9,352	ISD	ISD	ISD	ISD		
Customer Service Supervisor	4	\$ 6,475	\$ 6,566	-1.4%	\$ 6,268	3.2%	\$ 10,889	\$ 10,468	3.9%	\$ 10,262	5.8%		
Director of Finance	9	\$ 13,426	\$ 13,343	0.6%	\$ 13,280	1.1%	\$ 19,502	\$ 19,092	2.1%	\$ 19,508	-0.0%		
Director of Operations and Innovation	8	\$ 13,426	\$ 12,907	3.9%	\$ 12,897	3.9%	\$ 19,502	\$ 18,751	3.9%	\$ 19,098	2.1%		
Director of Planning and Marketing	9	\$ 13,426	\$ 12,432	7.4%	\$ 12,453	7.2%	\$ 19,502	\$ 18,098	7.2%	\$ 18,128	7.0%		
Executive Director	10	\$ 18,009	\$ 17,397	3.4%	\$ 17,735	1.5%	\$ 27,636	\$ 24,732	10.5%	\$ 25,728	6.9%		
Marketing and Communications Specialist	4	\$ 7,772	\$ 7,518	3.3%	\$ 7,573	2.6%	\$ 12,429	\$ 11,660	6.2%	\$ 11,898	4.3%		
Paratransit Planner	5	\$ 7,772	\$ 7,490	3.6%	\$ 6,927	10.9%	\$ 12,429	\$ 11,856	4.6%	\$ 10,982	11.6%		
Senior Fleet and Technology Management Specialist	4	\$ 9,325	\$ 8,614	7.6%	\$ 8,751	6.2%	\$ 14,272	\$ 12,602	11.7%	\$ 12,544	12.1%		
Senior Grants, Project Management and Contract Specialist	6	\$ 9,325	\$ 9,014	3.3%	\$ 8,114	13.0%	\$ 14,272	\$ 13,528	5.2%	\$ 12,489	12.5%		
Senior Transit Planner	7	\$ 9,325	\$ 9,316	0.1%	\$ 8,928	4.3%	\$ 14,272	\$ 13,741	3.7%	\$ 13,446	5.8%		
		AVERAGE:		3.9%	AVERAGE:		6.1%	AVERAGE:		6.7%	AVERAGE:		7.6%

ISD = Insufficient number of comparable matches to calculate market average and median

**Livermore Amador Valley Transit Authority  
Results Summary  
May 2020**

Classification	# of Matches	Midpoint Monthly Salary Data					Top Monthly Salary Data				
		LAVTA Midpoint Salary	Average of Comparators	% above or below	Median of Comparators	% above or below	LAVTA Max Salary	Average of Comparators	% above or below	Median of Comparators	% above or below
Accounting Analyst	5	\$ 6,662	\$ 6,641	0.3%	\$ 6,504	2.4%	\$ 7,772	\$ 7,596	2.3%	\$ 7,294	6.2%
Administrative Assistant	8	\$ 5,550	\$ 4,821	13.1%	\$ 4,834	12.9%	\$ 6,475	\$ 5,634	13.0%	\$ 5,623	13.2%
Customer Service Representative	3	\$ 4,440	ISD	ISD	ISD	ISD	\$ 5,180	ISD	ISD	ISD	ISD
Customer Service Supervisor	4	\$ 5,550	\$ 5,333	3.9%	\$ 5,437	2.0%	\$ 6,475	\$ 6,566	-1.4%	\$ 6,268	3.2%
Director of Finance	9	\$ 11,509	\$ 11,577	-0.6%	\$ 11,843	-2.9%	\$ 13,426	\$ 13,343	0.6%	\$ 13,280	1.1%
Director of Operations and Innovation	8	\$ 11,509	\$ 10,848	5.7%	\$ 11,196	2.7%	\$ 13,426	\$ 12,907	3.9%	\$ 12,897	3.9%
Director of Planning and Marketing	9	\$ 11,509	\$ 10,588	8.0%	\$ 11,538	-0.3%	\$ 13,426	\$ 12,432	7.4%	\$ 12,453	7.2%
Executive Director	10	N/A	N/A	N/A	N/A	N/A	\$ 18,009	\$ 17,397	3.4%	\$ 17,735	1.5%
Marketing and Communications Specialist	4	\$ 6,662	\$ 6,364	4.5%	\$ 6,259	6.1%	\$ 7,772	\$ 7,518	3.3%	\$ 7,573	2.6%
Paratransit Planner	5	\$ 6,662	\$ 6,281	5.7%	\$ 5,914	11.2%	\$ 7,772	\$ 7,490	3.6%	\$ 6,927	10.9%
Senior Fleet and Technology Management Specialist	4	\$ 7,993	\$ 7,314	8.5%	\$ 7,402	7.4%	\$ 9,325	\$ 8,614	7.6%	\$ 8,751	6.2%
Senior Grants, Project Management and Contract Specialist	6	\$ 7,993	\$ 7,605	4.9%	\$ 7,048	11.8%	\$ 9,325	\$ 9,014	3.3%	\$ 8,114	13.0%
Senior Transit Planner	7	\$ 7,993	\$ 7,977	0.2%	\$ 7,962	0.4%	\$ 9,325	\$ 9,316	0.1%	\$ 8,928	4.3%
		AVERAGE:		4.9%	AVERAGE:		4.9%	AVERAGE:		3.9%	AVERAGE: 6.1%

ISD = Insufficient number of comparable matches to calculate market average and median

# NEWS RELEASE

## BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



**For Release: Tuesday, May 12, 2020**

**20-955-SAN**

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

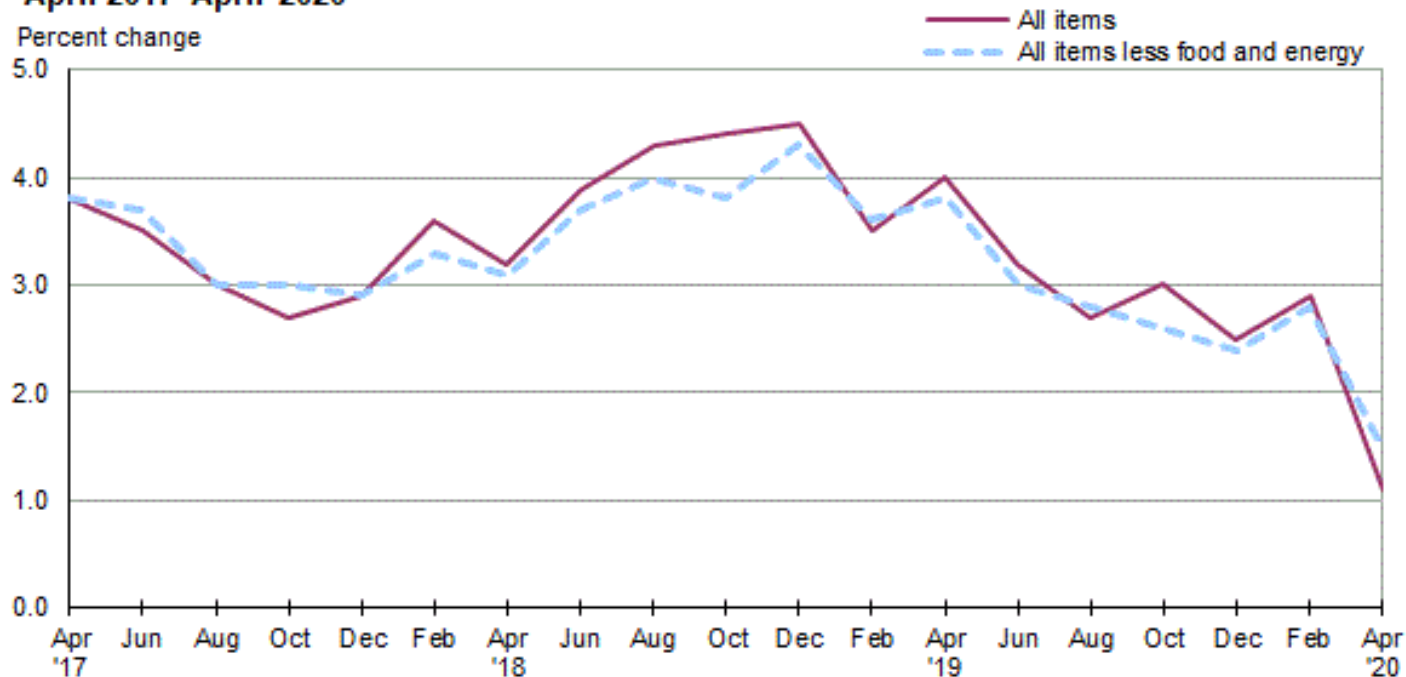
### Consumer Price Index, San Francisco Area — April 2020

**Area prices were down 0.5 percent over the past two months, up 1.1 percent from a year ago**

Prices in the San Francisco area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), declined 0.5 percent for the two months ending in April 2020, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Assistant Commissioner for Regional Operations Richard Holden noted that the April decrease was influenced by lower prices for gasoline and apparel. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 1.1 percent. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 1.5 percent over the year. Food prices rose 4.4 percent. Energy prices fell 13.9 percent, largely the result of a decrease in the price of gasoline. (See [table 1](#).)

**Chart 1. Over-the-year percent change in CPI-U, San Francisco-Oakland-Hayward, CA, April 2017–April 2020**



Source: U.S. Bureau of Labor Statistics.

## Food

Food prices advanced 1.6 percent for the two months ending in April. (See [table 1.](#)) Prices for food at home rose 5.5 percent, but prices for food away from home declined 2.3 percent for the same period.

Over the year, food prices rose 4.4 percent. Prices for food at home advanced 6.7 percent since a year ago, and prices for food away from home increased 2.0 percent.

## Energy

The energy index decreased 7.6 percent for the two months ending in April. The decrease was mainly due to lower prices for gasoline (-16.5 percent). Prices for natural gas service jumped 12.5 percent, but prices for electricity decreased 0.8 percent for the same period.

Energy prices fell 13.9 percent over the year, largely due to lower prices for gasoline (-27.8 percent). Prices paid for electricity increased 7.7 percent, and prices for natural gas service advanced 0.6 percent during the past year.

## All items less food and energy

The index for all items less food and energy decreased 0.5 percent in the latest two-month period. Lower prices for apparel (-12.8 percent) were partially offset by higher prices for household furnishings and operations (1.9 percent), education and communication (0.5 percent), and medical care (0.4 percent).

Over the year, the index for all items less food and energy advanced 1.5 percent. Components contributing to the increase included household furnishings and operations (5.4 percent) and shelter (2.8 percent). Partly offsetting the increases was a price decrease in apparel (-12.0 percent).

**Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2016		2017		2018		2019		2020	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February .....	0.9	3.0	0.8	3.4	1.4	3.6	0.5	3.5	0.9	2.9
April .....	0.7	2.7	1.1	3.8	0.8	3.2	1.2	4.0	-0.5	1.1
June .....	0.6	2.7	0.3	3.5	0.9	3.9	0.2	3.2		
August .....	0.7	3.1	0.2	3.0	0.6	4.3	0.1	2.7		
October .....	0.9	3.6	0.6	2.7	0.7	4.4	1.0	3.0		
December .....	-0.3	3.5	-0.1	2.9	0.1	4.5	-0.5	2.5		

**The June 2020 Consumer Price Index for the San Francisco area is scheduled to be released on July 14, 2020**

## Coronavirus (COVID-19) Pandemic Impact on April 2020 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in April was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at [www.bls.gov/bls/effects-of-covid-19-pandemic-on-bls-price-indexes.htm#CPI](http://www.bls.gov/bls/effects-of-covid-19-pandemic-on-bls-price-indexes.htm#CPI)

### Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 94 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at [www.bls.gov/opub/hom/homch17\\_a.htm](http://www.bls.gov/opub/hom/homch17_a.htm).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The San Francisco-Oakland-Hayward, CA. metropolitan area covered in this release is comprised of Alameda, Contra Costa, Marin, San Francisco, San Mateo Counties in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods San Francisco-Oakland-Hayward, CA (1982-84=100 unless otherwise noted)**

Item and Group	Indexes			Percent change from-		
	Feb. 2020	Mar. 2020	Apr. 2020	Apr. 2019	Feb. 2020	Mar. 2020
<b>Expenditure category</b>						
All items .....	299.690	-	298.074	1.1	-0.5	-
All items (1967=100) .....	921.330	-	916.364	-	-	-
Food and beverages .....	294.897	-	299.485	3.9	1.6	-
Food .....	293.860	-	298.539	4.4	1.6	-
Food at home .....	255.459	261.013	269.499	6.7	5.5	3.3
Cereals and bakery products .....	260.713	-	271.507	5.2	4.1	-
Meats, poultry, fish, and eggs .....	259.584	-	286.649	14.5	10.4	-
Dairy and related products .....	276.983	-	286.772	9.6	3.5	-
Fruits and vegetables .....	337.537	-	350.323	2.2	3.8	-
Nonalcoholic beverages and beverage materials(1) .....	205.500	-	215.232	5.4	4.7	-
Other food at home .....	215.951	-	224.227	3.3	3.8	-
Food away from home .....	338.700	-	330.932	2.0	-2.3	-
Food away from home .....	338.700	-	330.932	2.0	-2.3	-
Alcoholic beverages .....	310.927	-	314.451	-0.6	1.1	-
Housing .....	355.875	-	356.770	3.1	0.3	-
Shelter .....	406.369	408.835	406.463	2.8	0.0	-0.6
Rent of primary residence(2) .....	469.062	469.878	466.196	2.7	-0.6	-0.8
Owners' equiv. rent of residences(2)(3) .....	435.428	436.202	433.239	2.2	-0.5	-0.7
Owners' equiv. rent of primary residence(1)(2) .....	435.428	436.202	433.239	2.2	-0.5	-0.7
Fuels and utilities .....	428.216	-	433.404	4.2	1.2	-
Household energy .....	371.120	373.737	376.787	4.8	1.5	0.8
Energy services(2) .....	372.547	375.304	378.732	5.1	1.7	0.9
Electricity(2) .....	405.709	406.932	402.571	7.7	-0.8	-1.1
Utility (piped) gas service(2) .....	286.953	294.682	322.823	0.6	12.5	9.5
Household furnishings and operations .....	143.846	-	146.647	5.4	1.9	-
Apparel .....	118.319	-	103.168	-12.0	-12.8	-
Transportation .....	207.576	-	194.267	-7.8	-6.4	-
Private transportation .....	199.614	-	187.999	-8.0	-5.8	-
New and used motor vehicles(4) .....	94.584	-	93.022	-0.2	-1.7	-
New vehicles(1) .....	158.826	-	155.978	-1.3	-1.8	-
Used cars and trucks(1) .....	247.896	-	250.754	-1.0	1.2	-
Motor fuel .....	251.171	235.263	209.994	-27.6	-16.4	-10.7
Gasoline (all types) .....	250.046	234.133	208.818	-27.8	-16.5	-10.8
Gasoline, unleaded regular(4) .....	249.274	233.790	207.452	-28.4	-16.8	-11.3
Gasoline, unleaded midgrade(4)(5) .....	236.047	227.897	203.073	-23.7	-14.0	-10.9
Gasoline, unleaded premium(4) .....	239.787	222.019	202.433	-25.5	-15.6	-8.8
Motor vehicle insurance(1) .....	543.610	-	496.802	-3.8	-8.6	-
Medical care .....	545.970	-	548.136	2.0	0.4	-
Recreation(6) .....	119.462	-	119.902	0.5	0.4	-
Education and communication(6) .....	150.916	-	151.603	0.1	0.5	-
Tuition, other school fees, and child care(1) ..	1,832.748	-	1,841.368	0.3	0.5	-
Other goods and services .....	506.920	-	511.625	2.4	0.9	-
<b>Commodity and service group</b>						
All items .....	299.690	-	298.074	1.1	-0.5	-
Commodities .....	194.559	-	192.190	-1.9	-1.2	-
Commodities less food & beverages .....	141.125	-	135.594	-7.2	-3.9	-
Nondurables less food & beverages .....	186.302	-	174.114	-11.5	-6.5	-
Durables .....	97.551	-	97.191	-0.6	-0.4	-
Services .....	387.182	-	386.096	2.4	-0.3	-

Note: See footnotes at end of table.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods San Francisco-Oakland-Hayward, CA (1982-84=100 unless otherwise noted) - Continued**

Item and Group	Indexes			Percent change from-		
	Feb. 2020	Mar. 2020	Apr. 2020	Apr. 2019	Feb. 2020	Mar. 2020
<b>Special aggregate indexes</b>						
All items less medical care .....	289.597	-	287.854	1.0	-0.6	-
All items less shelter.....	255.428	-	252.856	-0.2	-1.0	-
Commodities less food .....	148.395	-	143.116	-6.7	-3.6	-
Nondurables .....	241.910	-	238.401	-2.2	-1.5	-
Nondurables less food.....	196.037	-	184.991	-10.1	-5.6	-
Services less rent of shelter(3).....	379.913	-	376.932	1.7	-0.8	-
Services less medical care services.....	376.538	-	375.246	2.2	-0.3	-
Energy .....	300.439	291.818	277.682	-13.9	-7.6	-4.8
All items less energy .....	303.282	-	302.643	1.9	-0.2	-
All items less food and energy .....	305.596	-	304.121	1.5	-0.5	-

**Footnotes**

(1) Indexes on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.



## **AGENDA**

### **ITEM 11**

## STAFF REPORT

SUBJECT: Resolution in Support of Allocation Request for FY 17-18 Funding through the State Low Carbon Transit Operations Program (LCTOP)

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: June 1, 2020

---

### Action Requested

Staff requests the Board of Directors approve Resolution 17-2020 in support of an allocation request to Caltrans for the Low Carbon Transit Operations Program (LCTOP) toward a Fare Free Rides promotion using previously allocated FY 17-18 funds. This resolution is required to request approval of this proposed project from Caltrans.

### Background

The LCTOP was established by California Senate Bill 862 to provide funding, on a formula basis, for operational or capital expansion projects to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The funds are derived from California's Cap-and-Trade Program and are the result of quarterly auctions of emission credits for greenhouse gas emitters regulated under AB 32, California's Global Warming Solutions Act of 2006. Auction proceeds, known as the Greenhouse Gas Reduction Fund, are then reinvested in various projects to further reduce emissions. There is a continuous appropriation of 5 percent of Cap and Trade auction proceeds into the LCTOP and other Cap and Trade programs. The program guidelines state that transit agencies receiving funds from the LCTOP shall submit expenditure proposals listing projects that meet any of the following criteria:

- Expenditures that directly enhance or expand transit service by supporting new or expanded services, expanded intermodal facilities, and include equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities.
- Operational expenditures that increase transit mode share.
- Expenditures related to the purchase of zero-emission buses, including electric buses, and the installation of the necessary equipment and infrastructure to operate and support zero-emission buses.

The LCTOP specifically requires documentation that each proposed project will achieve a reduction in greenhouse gas emissions and will not supplant other sources of funds. In addition, project sponsors are required to document how their projects meet all program requirements related to benefits to Disadvantaged Communities (DACs) and AB 1550 Population requirements to benefit low-income households. LAVTA's service area has one low-income census tract as defined by AB 1550, shown in the map in Attachment 2.

## Discussion

In March 2018, LAVTA initially applied to Caltrans for FY 17-18 LCTOP funds to support Year 1 of a two-year funding plan toward the future purchase of four zero-emission battery-electric buses and related support infrastructure to replace diesel-electric hybrids at the end of their useful life in FY 2022. LCTOP guidelines permit eligible recipients to roll funds over into a subsequent fiscal year, accruing a maximum of four years of LCTOP funds for more substantial projects. Approved projects must also be completed and funds expended within the subsequent four years. In order to provide sufficient time and planning complete the agency's state-required Zero Emission Bus Transition Plan, LAVTA staff now intend to initiate this purchase in FY 2023. In order to ensure older LCTOP funds do not lapse, in May 2020, the Board of Directors approved applying the agency's FY 18-19 and FY 19-20 LCTOP funding to the future zero-emission battery-electric bus purchase, making the FY 17-18 allocation available for reprogramming to an approved project.

LAVTA staff has since been working with Caltrans to modify the FY17-18 LCTOP allocation previously approved for this project, and create a new project eligible for use of the \$316,274 in FY17-18 LCTOP funds. Prior to the COVID-19 public-health emergency, staff had previously planned to implement a Fare Free Summer Rides promotion using the funds. Free or discounted transit fares are an eligible use of LCTOP funds as a means to promote increases in transit mode share. Given the circumstances of the COVID-19 situation, LAVTA staff will work to pursue the best strategies to promote ridership with fare-free trips during the project period, consistent with LCTOP guidelines, as the situation develops. A March letter regarding previous discussions of LAVTA's fare-free proposals from the Tri-Valley Accessible Advisory Committee (TAAC) is provided as [Attachment 3](#).

## Budget

The proposed project budget and schedule is as follows. LAVTA received the FY 17-18 funds from the state in July 2018 and they have been accruing interest since then as shown.

<b>Fund Source</b>	<b>Amount</b>
FY 17-18 LCTOP – Revenue-Based	\$51,389
FY 17-18 LCTOP – Population Based	\$264,885
<i>LCTOP Allocation Subtotal</i>	<i>\$316,274</i>
LCTOP Interest	\$12,390
<b>Total Budget</b>	<b>\$328,664</b>

## Recommendation

Staff recommends the Board of Directors approve Resolution 17-2020 in support of an LCTOP allocation request to Caltrans for the Fare Free Rides program. This resolution is required to request allocations for this funding from Caltrans.

Attachments:

1. Resolution 17-2020
2. Map of AB 1550 Low Income Community of North Livermore
3. March 13 Letter from TAAC

*Approved:* \_\_\_\_\_

## **RESOLUTION 17-2020**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FARE FREE RIDES PROGRAM USING \$316,274 IN LCTOP FUNDS**

**WHEREAS**, the Livermore Amador Valley Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Livermore Amador Valley Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director or his/her designee; and

**WHEREAS**, the Livermore Amador Valley Transit Authority wishes to implement the following LCTOP project(s) listed above;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects; and

**BE IT FURTHER RESOLVED** that the Executive Director or his/her designee be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation; and

**BE IT FURTHER RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY19-2020 LCTOP funds:

**Project Name:** Fare Free Rides Promotion

**Amount of LCTOP funds requested:** \$316,274

**Short description of project:** LAVTA will offer fare-free rides during specified periods to promote transit ridership.

**Benefit to a Priority Population:** Reduce transportation costs and improve access to public transportation.

**Contributing Sponsor:** Metropolitan Transportation Commission

**PASSED AND ADOPTED BY** the governing board of the Livermore Amador Valley Transit Authority on this 1st day of June 2020.

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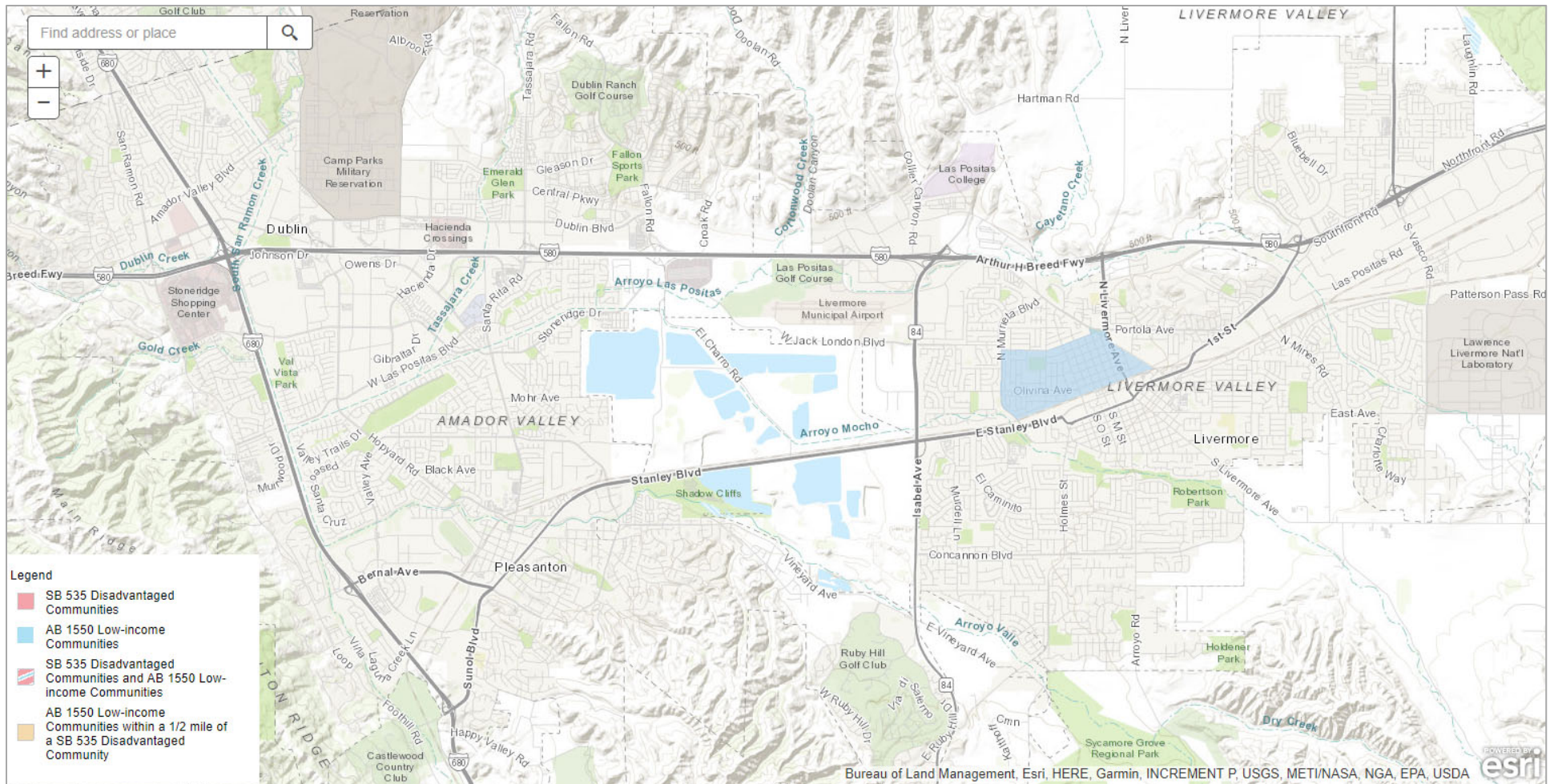
David Haubert, Chair

Attest:

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Michael Tree, Executive Director

## Attachment 2. Location of AB 1550 Low Income Community (North Livermore) in LAVTA's Service Area





**Tri-Valley Accessible Advisory Committee****TAAC**

03/13/2020

Dear Board of Directors,

At the last TAAC meeting, March 4, Staff discussed the possibility of a fare free pilot occurring during the Summer, specifically June, July, and August on fixed routes. During the discussion Staff laid out the rationale behind the pilot as well as how paratransit service would function under the program.

If fixed route were to become fare free for a pilot, Staff explained that there were two courses of action, either make all paratransit free, or make the minimum required  $\frac{3}{4}$  mile from a fixed bus route free and charge a fare for any paratransit trip that was outside the minimum requirement.

We, as a committee, support the creation of a fare free pilot on all of the fixed route buses and having two paratransit zones. We understand that the fare free for paratransit may only apply to the minimum ADA required service of  $\frac{3}{4}$  of a mile from fixed route and that there would be a fare for anything outside of that buffer zone. We would ask that, at least under the pilot, that the fare for the premium service outside the minimum required zone be no greater than the current fare for paratransit during the pilot.

Overall, myself and the committee as a whole are all in support of the potential of a fare free pilot and see a lot of value for our fellow passengers.

Sincerely,



Herb Hastings  
Chair, Tri-Valley Accessibility Advisory Committee



## **AGENDA**

### **ITEM 12**

## STAFF REPORT

SUBJECT: Bus Exterior Advertising Contract – Amend Option Year 1 Terms

FROM: Tony McCaulay, Director of Planning and Marketing

DATE: June 1, 2020

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### Action Requested

Approve an amendment to the first option year of our contract with Lamar Transit Advertising for the sale and installation of exterior bus advertising to remove the minimum annual guarantee and maintain the 50 percent split of net sales.

### Background

LAVTA currently contracts with Lamar Transit Advertising for the sale of advertising on our buses. The current contract expires on June 30, 2020. In October 2019, the Board approved exercising the first option year of the contract for July 1, 2020 through June 30, 2021, with Lamar providing annual revenue to LAVTA of 50 percent of net sales or a minimum annual guarantee of \$95,000, whichever is higher.

As a result of the COVID-19 pandemic, Lamar has seen a drastic reduction in ad revenues due to the following:

- Active advertising contracts have been cancelled due to events and other social gathering restrictions.
- Suspended billing while businesses are closed and/or under government restrictions.
- Renewing campaigns are stagnant with increasing attrition rates.
- Revenue through new business development is virtually nonexistent.
- Delinquent and non-payment of invoices for services rendered.

For the first eight months of the current contract year, Lamar averaged \$22,034 per month in gross sales. For the months of March and April, gross sales have averaged \$5,214. This same scenario is playing out at transit systems elsewhere and the agencies in Phoenix and Salt Lake City have both recently agreed to the same contract amendment proposed in this action.

### Discussion

Lamar has approached LAVTA and requested that our contract for the year starting July 1 be amended to strictly a 50% revenue split of net sales. Staff feels this is a reasonable request in the current environment.

### Recommendation

Approve an amendment to the first option year of our contract with Lamar Transit Advertising for the sale and installation of exterior bus advertising to remove the minimum annual guarantee and maintain the 50 percent split of net sales.

Approved: \_\_\_\_\_

## **AGENDA**

### **ITEM 13**

## STAFF REPORT

SUBJECT: Election of LAVTA Chair and Vice Chair

FROM: Michael Tree, Executive Director

DATE: June 1, 2020

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### Action Required

Elect a new Chair and Vice Chair of the LAVTA Board of Directors for FY21. Per the Bylaws, the Chair should represent Livermore and the Vice Chair should represent Pleasanton.

### Background

Sections 4.03 and 4.04 of LAVTA Bylaws read as follows:

- 4.03** Term of Office. The Chair and Vice Chair shall serve one (1) year terms of office commencing on July 1 of each year. There shall be no limit on the number of terms that a Director may serve as Chair or Vice Chair. The Chair shall rotate among the four Members on an annual basis with a Pleasanton, County, Dublin, and Livermore sequence.
- 4.04** Qualifications. In casting votes for Chair and Vice Chair, members of the Board may consider the candidate's leadership qualities, ability to conduct meetings of the Board expeditiously and fairly, and willingness to represent and implement positions adopted by the Board when such positions are at variance with his/her political views, as well as any other factors deemed pertinent.
- 4.05** Nomination and Election of Officers Nomination and election of officers shall be carried out in such a manner and schedule as determined by the Board of Directors.

### Next Steps

Per the Board's policy, the chairs of LAVTA's two standing committees are represented by the two jurisdictions not represented in the Board Chair and Vice Chair positions. Therefore, Dublin and the County should be the FY21 chairs of the two committees. The Chair of the Finance and Administration Committee's is currently a Pleasanton member, and with Pleasanton rotating into the Vice Chair position, this Committee Chair position will be vacant and could be filled by a Dublin member. The Projects and Services Committee is currently chaired by the County member, and the County could continue to chair this Committee.

If you wish to switch committees, please let the new Chair or I know, otherwise we will assume you wish to retain your current committee assignment.

Based on all of your input, staff will work with the new Chair to prepare a Resolution for the July Board meeting reflecting the new Committee assignments for FY21.

**Recommendation**

Nominate and elect a LAVTA Board Chair and Vice Chair for FY21 in accordance with the agency's bylaws.

*Submitted:* \_\_\_\_\_