

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

BOARD OF DIRECTORS MEETING

BOARD MEMBERS

DAVID HAUBERT – CHAIR
GINA BONANNO
KATHY NARUM
BRITTNI KIICK

MELISSA HERNANDEZ – VICE CHAIR
JEAN JOSEY
KARLA BROWN

Agenda Questions: Please call the Interim Executive Director at (925) 455-7566 or send an email to 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 Interim Executive Director during normal business hours if you require access to any such documents.

TELECONFERENCE

OCTOBER 3, 2022 – 4:00 PM

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

This meeting will proceed via teleconference in accordance with Government Code Section 54953(e)(2), in order 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.

Public comments will also be accepted via email until 1:00 p.m. on Monday, October 3, 2022 at frontdesk@lavta.org. Please include “Public Comment – 10/3/2022” 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.

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>
Passcode: 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
Passcode: 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
Passcode: 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 dial *6 to unmute 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

If you are submitting public comment via email, please do so by 1:00 p.m. on Monday, October 3, 2022 to frontdesk@lavta.org. Please include “Public Comment 10/3/2022” 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

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. Report from Closed Session of September 21, 2022 Board of Directors Meeting.

5. September Tri-Valley Accessible Advisory Committee Minutes

6. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the September 12, 2022 Board of Directors meeting and September 21, 2022 Special Board of Directors meeting.

B. Treasurer's Report for August 2022

Recommendation: The Finance and Administration Committee recommends approval of the August 2022 Treasurer's Report.

C. Adoption of a Resolution Declaring that Agency Meetings Will Continue to Be Held Via Teleconference

Recommendation: Staff recommends that the Board of Directors adopt Resolution 37-2022 declaring that LAVTA meetings will continue to be held via teleconference.

D. Professional Engineering Services for the Shared Autonomous Vehicle Mobility Hub on Central Parkway

Recommendation: The Project & Services Committee recommends the Board of Directors approve Resolution 36-2022, authorizing the Interim Executive Director to execute Task Order 1 between LAVTA and Kimley-Horn for professional engineering services for the Shared Autonomous Vehicle (SAV) Mobility Hub on Central Parkway, for a not-to-exceed amount of \$160,816.

7. Resolution in Support of Application for FY 22-23 Funding through the State Transit Assistance State of Good Repair Program

Recommendation: Staff recommends the Board of Directors approve Resolution 38-2022 in support of an allocation request to MTC and Caltrans for the State Transit Assistance State of Good Repair (SGR) Program.

8. 2022 Amended and Restated Clipper MOU

Recommendation: Staff recommends that LAVTA continue participation in the Clipper program and execute the 2022 Amended and Restated Clipper Memorandum of Understanding.

9. Long Range Transit Plan Board Workshop

Recommendation: Finalize the date and time for the Long-Range Transit Plan Board Workshop.

10. Interim Executive Director's Report

11. Matters Initiated by the Board of Directors

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

12. Next Meeting Date is Scheduled for: November 7, 2022

13. Adjournment

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

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

/s/ Jennifer Suda

LAVTA, Executive Assistant

9/29/2022

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*

AGENDA

ITEM 5

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

Tri-Valley Accessible Advisory Committee

DATE: Wednesday, September 7, 2022

PLACE: Zoom Teleconference

TIME: 3:30 p.m.

DRAFT MINUTES

1. Call to Order

The TAAC Chair Herb Hastings called the meeting to order at 3:33 pm.

Members Present:

David Weir	City of Livermore
Judith LaMarre	City of Livermore
Susan O'Neill	City of Livermore – Alternate
Shawn Costello	City of Dublin
Sue Tuite	City of Pleasanton
Herb Hastings	County of Alameda
Kulwant Singh	County of Alameda - Alternate
Diana Houghtaling	Social Services Member
Zack Silva	Social Services Member
Shay Roberson	Social Services – Alternate

Staff Present:

Toan Tran	LAVTA
Kadri Kulm	LAVTA
Rosa Noya	County Connection
Juana Lopez	Transdev
Christian Pereira	MV Transit

2. Roll Call

3. Approval of Agenda and Modifications in necessary

Added David Weir's report following the agenda item 6.

Hastings/Tuite

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 July 6, 2022 meetings of the Committee**

Approved.

LaMarre/Weir

6. **LAVTA Shared Autonomous Vehicle Update**

Staff provided an update of the LAVTA SAV project. The Phase 1 has been completed and staff is currently getting ready for Phase 2. The new vehicles for the project are ADA accessible and will be available in 18-24 months

7. **David Weir's Report**

David Weir informed the committee that the RTC (Regional Transit Discount Card) Clipper program is considering rebranding its name to Clipper Access.

8. **PAPCO Meeting**

There has not been a PAPCO meeting between this and the last TAAC meeting.

9. **Service Updates and Concerns**

Staff provided an overview of the accessibility features of the new LAVTA website.

Judy LaMarre reported she has been having problems with her rides to church on Sunday mornings. Staff will be meeting with her after the TAAC meeting to find a resolution.

Shawn Costello reported a bus on Route 30 on Friday from West BART to East that was making a lot of "racket". Staff to investigate and follow up.

Sue Tuite reported a bus stop on Route 8 (First and Neal) that does not have a good place for mobility devices to get off the bus as the concrete pad is small and buses do not stop close enough to it. As a result wheelchair passengers have to disembark into a grassy area. Judy LaMarre reported another such stop on Route 8. Staff to follow up.

Chair Hasting informed the committee that he has been testing the Where is My Ride app for booking Dial-A-Ride rides and his experience in using the app for booking.

10. Adjournment

Meeting adjourned at 4:26 pm.

AGENDA

ITEM 6A

MINUTES OF THE SEPTEMBER 12, 2022 ZOOM TELECONFERENCE
LAVTA BOARD OF DIRECTORS MEETING

1. Call to Order

Meeting was called to order by Vice Chair Melissa Hernandez at 4:01pm.

2. Roll Call of Members

Members Present

Gina Bonanno – City of Livermore

Jean Josey – City of Dublin

Karla Brown – City of Pleasanton

Kathy Narum – City of Pleasanton

Brittini Kiick – City of Livermore (arrived at 4:04pm)

Melissa Hernandez – City of Dublin

David Haubert – County of Alameda

3. Meeting Open to Public

Carley Amigone

Carley Amigone a School Social Worker and parent of twins advocated for tri-valley families that applied and are waiting the processing time for Wheels bus passes to arrive. Ms. Amigone informed that during the month of August when the bus was free it was extremely helpful and asked that the Board of Directors think of solutions for families that are stuck in the 2-3 week waiting time for their bus pass to arrive. Ms. Amigone also mentioned how San Francisco and Oakland are providing transportation for students and is encouraging LAVTA to look at similar solutions. Staff noted that the public comments were received via email and that they would be posted online after the meeting.

4. July Tri-Valley Accessible Advisory Committee Minutes

[Brittini Kiick, from City of Livermore, arrived during July Tri-Valley Accessible Advisory Committee Minutes.]

Chair Herb Hastings of the Tri-Valley Accessible Advisory Committee (TAAC) reported on the minutes of the July 6, 2022 TAAC Zoom teleconference meeting. Discussed at the TAAC meeting were the chair report, welcome new members and review of bylaws, election of Chair and Vice Chair, date and times for FY22/23 TAAC meetings, PAPCO report, and service updates and concerns.

5. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the August 22, 2022 Special Board of Directors meeting.

B. Treasurer's Report for June 2022 (preliminary) and July 2022

The Board of Directors approved the Preliminary June 2022 Treasurer's Report and July

2022 Treasurer's Report.

C. Adoption of a Resolution Declaring that Agency Meetings Will Continue to Be Held Via Teleconference

The Board of Directors adopted Resolution 35-2022 declaring that LAVTA meetings will continue to be held via teleconference.

Approved: Josey/Bonanno

Aye: Brown, Josey, Narum, Kiick, Bonanno, Haubert, Hernandez

No: None

Abstain: None

Absent: None

6. Interim Executive Director's Report

Acting Interim Executive Director Tony McCaulay reported ridership hit 5,000 4 or 5 times in the month of August, but is still below where we were pre-COVID where LAVTA was carrying around 8,000 a rider's a day. It was noted that 2,000 to 2,500 of those are students from Pleasanton, Dublin, Livermore, and Las Positas College. Acting Interim Executive Director Tony also highlighted the SAV project and the Dublin High School challenges this week.

7. Adjourn to CLOSED SESSION

Meeting adjourned to closed session at 4:23pm

8. Closed Session pursuant to Government Code Section 54957(b):

PUBLIC EMPLOYMENT Title: Executive Director

9. Closed Session pursuant to Government Code Section 54957.6 CONFERENCE WITH LABOR NEGOTIATOR Agency Representative:

Michael Conneran, Legal Counsel Unrepresented Employee: Executive Director

10. Reconvene to OPEN SESSION

Meeting reconvened at 4:43pm.

Legal Counsel reported that there were no reportable actions taken.

11. Matters Initiated by the Board of Directors

None.

12. Next Meeting Date is Scheduled for: October 3, 2022

13. Adjournment

Meeting adjourned at 4:45pm.

MINUTES OF THE SEPTEMBER 21, 2022 ZOOM TELECONFERENCE
LAVTA SPECIAL BOARD OF DIRECTORS MEETING

1. Call to Order

Meeting was called to order by Acting Chair Gina Bonnano at 4:00pm.

2. Roll Call of Members

Members Present

Gina Bonanno – City of Livermore

Jean Josey – City of Dublin

Karla Brown – City of Pleasanton

Kathy Narum – City of Pleasanton

Brittini Kiick – City of Livermore (arrived at 4:04pm)

Melissa Hernandez – City of Dublin

David Haubert – County of Alameda

Members Absent

3. Meeting Open to Public

No comments.

4. Adjourn to CLOSED SESSION

Meeting adjourned to closed session at 4:02pm

**5. Closed Session pursuant to Government Code Section 54957(b):
PUBLIC EMPLOYMENT Title: Executive Director**

6. Next Meeting Date is Scheduled for: October 3, 2022

7. Adjournment

Meeting adjourned at 4:02pm

AGENDA

ITEM 6B

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for August 2022

FROM: Tamara Edwards, Director of Finance

DATE: October 3, 2022

Action Requested

Approval of the LAVTA Treasurer's Report for August 2022.

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 August 1, 2022	\$5,634,928.83
Payments made	\$1,490,421.67
Deposits made	\$9,994,570.08
Ending balance August 31, 2022	\$14,139,077.24

Farebox account activity (106):

Beginning balance August 1, 2022	\$359,310.85
Deposits made	\$55,587.66
Ending balance August 31, 2022	\$414,898.51

LAIF investment account activity (135):

Beginning balance August 1, 2022	\$11,036,336.21
Ending balance August 31, 2022	\$11,036,336.21

Operating Expenditures Summary:

As this is the second 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 16.6%. The agency is at 12.94% overall.

Operating Revenues Summary:

While expenses are at 12.94%, revenues are at 35.3% allowing for a healthy cash flow.

Recommendation

The Finance and Administration Committee recommends approval of the August 2022 Treasurer's Report.

Attachments:

1. August 2022 Treasurer's Report

Approved: _____

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
August 31, 2022

ASSETS:

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	14,139,077	
106 CASH - FIXED ROUTE ACCOUNT	414,899	
107 Clipper Cash	442,080	
108 Rail	0	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	(3,661,163)	
135 INVESTMENTS - LAIF	11,037,248	
150 PREPAID EXPENSES	(339)	
160 OPEB ASSET	914,464	
165 DEFFERED OUTFLOW-Pension Related	457,687	
166 DEFFERED OUTFLOW-OPEB	79,576	
170 INVESTMENTS HELD AT CALTIP	0	
111 NET PROPERTY COSTS	56,572,491	
TOTAL ASSETS		80,396,505

LIABILITIES:

205 ACCOUNTS PAYABLE	(474,236)	
211 PRE-PAID REVENUE	2,411,685	
21101 Clipper to be distributed	355,393	
22000 FEDERAL INCOME TAXES PAYABLE	0	
22010 STATE INCOME TAX	(0)	
22020 FICA MEDICARE	0	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	0	
22030 SDI TAXES PAYABLE	9	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	(107)	
22090 WORKERS' COMPENSATION PAYABLE	40,334	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
23101 Net Pension Liability	1,333,048	
23105 Deferred Inflow- OPEB Related	0	
23104 Deferred Inflow- Pension Related	68,961	
23103 INSURANCE CLAIMS PAYABLE	28,625	
23102 UNEMPLOYMENT RESERVE	11,727	
TOTAL LIABILITIES		3,775,440

FUND BALANCE:

301 FUND RESERVE	38,884,687	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	20,270,279	
30401 SALE OF BUSES & EQUIPMENT	84,491	
FUND BALANCE	17,381,608	
TOTAL FUND BALANCE		76,621,065
TOTAL LIABILITIES & FUND BALANCE		80,396,504

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
August 31, 2022**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	740,940	48,198	78,184	662,756	10.6%
4020000	Business Park Revenues	233,568	19,464	19,464	214,104	8.3%
4020500	Special Contract Fares	487,116	0	0	487,116	0.0%
4020500	Special Contract Fares - Paratransit	36,000	0	0	36,000	0.0%
4010200	Paratransit Passenger Fares	56,255	8,524	11,895	44,360	21.1%
4060100	Concessions	21,672	0	0	21,672	0.0%
4060300	Advertising Revenue	180,000	0	0	180,000	0.0%
4070400	Miscellaneous Revenue-Interest	26,054	0	0	26,054	0.0%
4070300	Non transportation revenue	136,464	13,961	21,525	114,939	15.8%
4090100	Local Transportation revenue	245,000	0	0	245,000	0.0%
4099100	TDA Article 4.0 - Fixed Route	10,715,920	8,392,185	8,392,185	2,323,735	78.3%
4099500	TDA Article 4.0-BART	57,517	8,512	8,512	49,005	14.8%
4099200	TDA Article 4.5 - Paratransit	191,227	15,143	15,143	176,084	7.9%
4099600	Bridge Toll- RM2, RM1	409,489	0	0	409,489	0.0%
4110100	STA Funds-Paratransit	-	0	0	-	#DIV/0!
4110500	STA Funds- Fixed Route BART	300,792	0	0	300,792	0.0%
4110100	STA Funds-pop	1,377,503	0	0	1,377,503	0.0%
4110100	STA Funds- rev	468,141	0	0	468,141	0.0%
4110100	STA Funds- Lifeline	-	0	0	-	#DIV/0!
4110100	Caltrans	-	0	0	-	#DIV/0!
4130000	FTA Section	5,730,074	0	0	5,730,074	100.0%
4130000	FTA Section 5307 ADA Paratransit	422,316	0	0	422,316	0.0%
4130000	FTA TPI	-	0	0	-	100.0%
4640500	Measure B Gap	-	0	0	-	100.0%
4640500	Measure B Express Bus	-	0	0	-	100.0%
4640100	Measure B Paratransit Funds-Fixed Route	-	0	0	-	#DIV/0!
4640100	Measure B Paratransit Funds-Paratransit	-	0	0	-	#DIV/0!
4640200	Measure BB Paratransit Funds-Fixed Route	1,603,800	0	0	1,603,800	0.0%
4640200	Measure BB Paratransit Funds-Paratransit	803,168	0	0	803,168	0.0%
RAIL		0	0	0		
TOTAL REVENUE		24,243,016	8,505,987	8,546,908	15,696,108	35.3%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
August 31, 2022**

		BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02	Salaries and Wages	\$1,991,423	\$103,365	\$265,654	\$1,725,769	13.34%
502 00	Personnel Benefits	\$1,480,173	\$48,053	\$253,763	\$1,226,410	17.14%
503 00	Professional Services	\$1,067,817	\$53,657	\$68,483	\$999,334	6.41%
503 05	Non-Vehicle Maintenance	\$851,947	\$28,357	\$244,269	\$607,678	28.67%
503 99	Communications	\$7,000	\$0	\$0	\$7,000	0.00%
504 01	Fuel and Lubricants	\$2,164,000	\$90,756	\$124,390	\$2,039,610	5.75%
504 03	Non contracted vehicle maintenance	\$34,055	\$0	\$0	\$34,055	0.00%
504 99	Office/Operating Supplies	\$56,094	\$1,214	\$1,237	\$54,857	2.20%
504 99	Printing	\$77,000	\$666	\$773	\$76,227	1.00%
505 00	Utilities	\$370,399	\$62,170	\$66,070	\$304,329	17.84%
506 00	Insurance	\$650,156	\$0	\$501,686	\$148,470	77.16%
507 99	Taxes and Fees	\$229,663	\$9,243	\$12,449	\$217,214	5.42%
508 01	Purchased Transportation Fixed Route	\$11,107,549	\$828,166	\$1,593,209	\$9,514,340	14.34%
2-508 02	Purchased Transportation Paratransit	\$3,231,200	\$286	\$3,326	\$3,227,874	0.10%
508 03	Purchased Transportation WOD	\$73,262	\$5,609	\$5,609	\$67,653	7.66%
508 03	Purchased Transportation SAV	\$480,000	\$0	\$0	\$480,000	0.00%
509 00	Miscellaneous	\$162,028	\$2,688	(\$9,796)	\$171,824	-6.05%
509 02	Professional Development	\$69,250	\$1,282	\$2,242	\$67,008	3.24%
509 08	Advertising	\$140,000	\$0	\$4,400	\$135,600	3.14%
TOTAL		\$24,243,016	\$1,235,511	\$3,137,764	\$21,105,252	12.94%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
August 31, 2022

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
4090594	TDA (office and facility equip)	549,722	0	0	549,722	0.00%
4090194	TDA Shop repairs and replacement	235,500	0	0	235,500	0.00%
4091094	TDA Transit Center Improvements	123,602	0	0	123,602	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	686,979	0	0	686,979	0.00%
4090394	TDA Doolan Tower Upgrade	124,000	0	0	124,000	0.00%
4091794	TDA bus stops	1,157,143	0	0	1,157,143	0.00%
4090994	TDA buses 2022	2,893,860	0	0	2,893,860	0.00%
4090994	TDA Buses 2025	2,233,061	0	0	2,233,061	0.00%
4090294	TDA Atlantis	4,136,000	0	0	4,136,000	0.00%
409xx94	Non-Revenue Vehicle	50,000	0	0	50,000	0.00%
4091796	RM2 bus stops	2,300,000	0	0	2,300,000	0.00%
409xx94	TDA SAV	67,941	0	0	67,941	0.00%
409xx96	BT SAV	2,695,000	0	0	2,695,000	0.00%
4111700	SGR shelters and stops	50,000	0	0	50,000	0.00%
4110900	State Buses 2025	944,976	0	0	944,976	0.00%
4110500	Prop 1B office and facility	94,192	0	0	94,192	0.00%
41120	SGR battery packs	61,126	0	0	61,126	0.00%
41110	SGR Transit Center	62,746	0	0	62,746	0.00%
411xx	Dublin Parking garage	19,500,000	0	0	19,500,000	0.00%
41102	State Atlantis	30,522,000	0	0	30,522,000	0.00%
41309	FTA buses 2022	11,574,837	0	0	11,574,837	0.00%
41309	FTA Buses 2025	12,712,147	0	0	12,712,147	0.00%
41311	FTA bus stops	2,000,000	0	0	2,000,000	0.00%
413xx	SAV infrastructure	385,000	0	0	385,000	0.00%
41320	FTA Hybrid battery packs	212,180	0	0	212,180	0.00%
41310	FTA Transit Center	440,000	0	0	440,000	0.00%
TOTAL REVENUE		95,912,012	-	-	95,912,012	0.00%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
FOR THE PERIOD ENDING:
August 31, 2022

August 1, 2022						
ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550207	Atlantis Facility	34,958,000	107,640	107,640	34,850,360	0.31%
5550107	Shop Repairs and replacement	235,500	0	0	235,500	0.00%
5551607	SAV	3,147,941	0	0	3,147,941	0.00%
5552307	Buses 2022	14,468,697	0	0	14,468,697	0.00%
555xx07	Buses 2025	15,890,184	0	0	15,890,184	0.00%
5550507	Office and Facility Equipment	393,914	4,381	4,381	389,533	1.11%
5551007	Transit Center Upgrades and Improvements	626,348	0	0	626,348	0.00%
5551207	Doolan Tower upgrade	124,000	0	0	124,000	0.00%
5551807	Dublin Parking Garage	19,500,000	0	0	19,500,000	0.00%
5551707	Bus Shelters and Stops	5,507,143	38,178	38,178	5,468,965	0.69%
5552007	Major component rehab	960,285	0	0	960,285	0.00%
555??07	Transit Capital	100,000	0	0	100,000	0.00%
TOTAL CAPITAL EXPENDITURES		95,912,012	150,199	150,199	95,761,813	0.16%
FUND BALANCE (CAPITAL)		0.00	(150,199)	(150,199)		
FUND BALANCE (CAPTIAL & OPERATING)		0.00	7,109,495	5,233,300		

California State Treasurer
Fiona Ma, CPA



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

September 13, 2022

[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

August 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,036,336.21
Total Withdrawal:	0.00	Ending Balance:	11,036,336.21

REPORT.: Aug 31 22 Wednesday
 RUN....: Sep 09 22 Time: 10:21
 Run By.: Irina Popova

LAVTA
 Month End Cash Disbursements Report
 Prior Period Report for 08-22 BANK ACCOUNT 105

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 CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description	
08-22	023409	08/05/22	AIM01 (AIM TO PLEASE JANITORIAL SER		2,500.00	.00	2,500.00	Automatic Generated Check	
	023410	08/05/22	ATT03 (AT&T)		951.37	.00	951.37	Automatic Generated Check	
	023411	08/05/22	CAP02 (CAPSTONE INC.)		1,080.00	.00	1,080.00	Automatic Generated Check	
	023412	08/05/22	CIS01 (CISCO AIR SYSTEMS INC)		2,149.25	.00	2,149.25	Automatic Generated Check	
	023413	08/05/22	COR01 (CORBIN WILLITS SYSTEMS)		269.40	.00	269.40	Automatic Generated Check	
	023414	08/05/22	DAY02 (DAY & NIGHT PEST CONTROL)		218.00	.00	218.00	Automatic Generated Check	
	023415	08/05/22	EME01 (BRIGHTVIEW LANDSCAPE SERVICE		2,970.00	.00	2,970.00	Automatic Generated Check	
	023416	08/05/22	KLC01 (KL2 CONNECTS, LLC)		13,063.00	.00	13,063.00	Automatic Generated Check	
	023417	08/05/22	LIV01 (LIVERMORE SANITATION INC)		2,576.56	.00	2,576.56	Automatic Generated Check	
	023418	08/05/22	MET01 (METROPOLITAN TRANSPORT-)		16,789.60	.00	16,789.60	Automatic Generated Check	
	023419	08/05/22	PAC11 (PACIFIC ENVIROMENTAL SERV)		260.00	.00	260.00	Automatic Generated Check	
	023420	08/05/22	PRE03 (PREMIER SECURITY SOLNS CO)		364.95	.00	364.95	Automatic Generated Check	
	023421	08/05/22	SCF01 (SC FUELS)		65,797.95	.00	65,797.95	Automatic Generated Check	
	023422	08/05/22	SDG01 (STEER DAVIES & GLEAVE INC.)		11,142.50	.00	11,142.50	Automatic Generated Check	
	023423	08/05/22	SHA02 (SHAMROCK OFFICE SOLUTIONS)		30.85	.00	30.85	Automatic Generated Check	
	023424	08/05/22	SIN01 (SINGLEPOINT COMMUNICATIONS I		6,840.00	.00	6,840.00	Automatic Generated Check	
	023425	08/05/22	TX212 (LINDA WAHLE)		95.56	.00	95.56	Automatic Generated Check	
	023426	08/22/22	ATT02 (AT&T)		447.27	.00	447.27	Automatic Generated Check	
	023427	08/22/22	AVI01 (AMADOR VALLEY INDUSTRIES)		598.00	.00	598.00	Automatic Generated Check	
	023428	08/22/22	BON01 (REGINA E. BONANNO)		100.00	.00	100.00	Automatic Generated Check	
	023429	08/22/22	CEL01 (CELTIS VENTURES INC)		6,772.50	.00	6,772.50	Automatic Generated Check	
	023430	08/22/22	CRA02 (CRANETECH INC.)		1,290.89	.00	1,290.89	Automatic Generated Check	
	023431	08/22/22	CTE01 (CENTER FOR TRANSPORTATION &		4,000.00	.00	4,000.00	Automatic Generated Check	
	023432	08/22/22	DIR01 (DIRECT TV)		14.00	.00	14.00	Automatic Generated Check	
	023433	08/22/22	EBR01 (EBRCSA)		37,080.00	.00	37,080.00	Automatic Generated Check	
	023434	08/22/22	GRA01 (SMART SOURCE-GRAND FLOW)		460.60	.00	460.60	Automatic Generated Check	
	023435	08/22/22	HAN01 (HANSON BRIDGETT MARCUS)		9,137.00	.00	9,137.00	Automatic Generated Check	
	023436	08/22/22	HER05 (MELISSA HERNANDEZ STRAH)		200.00	.00	200.00	Automatic Generated Check	
	023437	08/22/22	HOT01 (HOTSYPACIFIC)		270.90	.00	270.90	Automatic Generated Check	
	023438	08/22/22	JOS02 (JEAN INGALLS JOSEY)		100.00	.00	100.00	Automatic Generated Check	
	023439	08/22/22	JTH01 (J. THAYER COMPANY)		206.81	.00	206.81	Automatic Generated Check	
	023440	08/22/22	KIM02 (KIMLEY-HORN AND ASSOC, INC)		107,640.00	.00	107,640.00	Automatic Generated Check	
	023441	08/22/22	LYF01 (LYFT, INC)		3,623.62	.00	3,623.62	Automatic Generated Check	
	023442	08/22/22	MET01 (METROPOLITAN TRANSPORT-)		14,166.95	.00	14,166.95	Automatic Generated Check	
	023443	08/22/22	PLA02 (PLANETERIA MEDIA LLC)		1,398.00	.00	1,398.00	Automatic Generated Check	
	023444	08/22/22	SCF01 (SC FUELS)		30,856.99	.00	30,856.99	Automatic Generated Check	
	023445	08/22/22	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	Automatic Generated Check	
	023446	08/22/22	TPG01 (THE PARKS GROUP)		614.94	.00	614.94	Automatic Generated Check	
	023447	08/30/22	ARM02 (ARMER-NORMAN & ASSOCIATES)		3,850.00	.00	3,850.00	Automatic Generated Check	
	023448	08/30/22	BON01 (REGINA E. BONANNO)		100.00	.00	100.00	Automatic Generated Check	
	023449	08/30/22	CEL01 (CELTIS VENTURES INC)		3,902.25	.00	3,902.25	Automatic Generated Check	
	023450	08/30/22	CIT01 (CITY OF LIVERMORE)		2,057.60	.00	2,057.60	Automatic Generated Check	
	023451	08/30/22	COR01 (CORBIN WILLITS SYSTEMS)		269.40	.00	269.40	Automatic Generated Check	
	023452	08/30/22	GOG01 (GO GO GRANDPARENT)		500.00	.00	500.00	Automatic Generated Check	
	023453	08/30/22	HER05 (MELISSA HERNANDEZ STRAH)		200.00	.00	200.00	Automatic Generated Check	
	023454	08/30/22	JOS02 (JEAN INGALLS JOSEY)		200.00	.00	200.00	Automatic Generated Check	
	023455	08/30/22	KII01 (BRITTNI KIICK)		300.00	.00	300.00	Automatic Generated Check	
	023456	08/30/22	VON01 (TRAPEZE SOFTWARE GROUP)		4,381.00	.00	4,381.00	Automatic Generated Check	
	H12347	08/08/22	CAL04 (CALIFORNIA WATER SERVICE)		66.30	.00	66.30	CAL04, 0198655555, BUS WASH	
	H12355	08/02/22	PER04 (CALPERS RETIREMENT SYSTEM)		1,046.88	.00	1,046.88	PER04, 20220722, 457 CONTRI	
	H12358	08/02/22	PER01 (PERS)		4,429.75	.00	4,429.75	PER01, 20220722C, PERS CLAS	
	H12359	08/02/22	PER01 (PERS)		4,221.83	.00	4,221.83	PER01, 20220722N, PERS NEW	
	H12365	08/03/22	CAL15 (CALTRONICS BUSINESS SYS)		138.01	.00	138.01	CAL15, 3498614, MP1237, METE	
	H12366	08/04/22	VER01 (VERIZON WIRELESS)		1,707.88	.00	1,707.88	VER01, 9911794714, CELL, WIF	
	H12367	08/03/22	BAN03 (BANKCARD CENTER)		4,223.88	.00	4,223.88	BAN03, JULY-2022, CC STATEM	
	H12368	08/04/22	PAC01 (AT&T)		248.48	.00	248.48	PAC01, ACCT. #: 925-245-0576	
	H12369	08/11/22	PAC01 (AT&T)		361.34	.00	361.34	PAC01, ACCT. #436-951-0106,	
	H12370	08/04/22	PAC01 (AT&T)		487.50	.00	487.50	PAC01, ACCT#9252439029, ATL	
	H12371	08/07/22	PAC01 (AT&T)		33.97	.00	33.97	PAC01, ACCT#2323516260, CON	
	H12372	08/04/22	AME06 (AMERICAN FIDELITY ASSURANCE		842.52	.00	842.52	AME06, SUPPLEMENTAL INSURA	
	H12373	08/18/22	PAC02 (PACIFIC GAS AND ELECTRIC)		1,409.89	.00	1,409.89	PAC02, 7264840356-5, BUS ST	
	H12374	08/05/22	PAC02 (PACIFIC GAS AND ELECTRIC)		144.20	.00	144.20	PAC02, 7649646868-7, DOOLAN	
	H12375	08/16/22	CIT06 (CITY OF LIVERMORE SEWER)		122.85	.00	122.85	CIT06, MOA071922, MOA SEWER	
	H12377	08/03/22	RIC03 (RICHARD MILLER)		1,050.00	.00	1,050.00	RIC03, 2005, SERVICE SSL VP	
	H12379	08/04/22	ROB06 (ROBERT HALF MANAGEMENT RESOU		3,912.00	.00	3,912.00	ROB06, 60473470, PO#7601, BO	
	H12380	08/10/22	MVT01 (MV TRANSPORTATION, INC.)		71,616.47	.00	71,616.47	MVT01, JUNE-2022, FIXED ROU	
	H12381	08/05/22	TAX01 (HERB HASTINGS)		8.03	.00	8.03	TAX01, 07.24.2022, PARATAXI	
	H12382	08/05/22	TX228 (DEBORAH BUTLER)		101.79	.00	101.79	TX228, 07.04.22-07.21.22, P	
	H12383	08/22/22	PAC02 (PACIFIC GAS AND ELECTRIC)		1,402.59	.00	1,402.59	PAC02, 6062256368-6, ATLANT	
	H12384	08/08/22	DEL05 (ALLIED ADMIN/DELTA DENTAL)		1,935.73	.00	1,935.73	DEL05, SEPTEMBER 2022, DENT	
	H12385	08/22/22	PAC02 (PACIFIC GAS AND ELECTRIC)		8,975.32	.00	8,975.32	PAC02, 5809326332-3, MOA EL	
	H12386	08/23/22	CAL04 (CALIFORNIA WATER SERVICE)		1,043.75	.00	1,043.75	CAL04, 4616555555, TC IRRIG	
	H12387	08/09/22	TEL01 (TPx COMMUNICATIONS)		2,872.33	.00	2,872.33	TEL01, 159679455-0, PO7340,	
	H12388	08/12/22	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		38,091.38	.00	38,091.38	DIR02, 20220805, PR DIRECT	
	H12389	08/12/22	EFT01 (ELECTRONIC FUND TRANSFERS)		8,590.98	.00	8,590.98	EFT01, 20220805, FEDERAL TA	
	H12390	08/12/22	EMP01 (EMPLOYMENT DEVEL DEPT)		2,876.48	.00	2,876.48	EMP01, 20220805, STATE TAX,	
	H12391	08/12/22	PER01 (PERS)		4,323.60	.00	4,323.60	PER01, 20220805C, PERS CLAS	
	H12392	08/12/22	PER04 (CALPERS RETIREMENT SYSTEM)		1,030.72	.00	1,030.72	PER04, 20220805, 457 CONTRI	
	H12393	08/12/22	PER01 (PERS)		4,070.77	.00	4,070.77	PER01, 20220805N, PERS NEW	
	H12394	08/09/22	PER01 (PERS)		700.00	.00	700.00	PER01, GASB-68, REPORTING F	
	H12395	08/15/22	MVT01 (MV TRANSPORTATION, INC.)		350,000.00	.00	350,000.00	MVT01, 120072, AUGUST-2022,	
	H12396	08/11/22	ROB06 (ROBERT HALF MANAGEMENT RESOU		3,912.00	.00	3,912.00	ROB06, 60514426, PO#7601, BO	
	H12397	08/15/22	UBE01 (UBER)		1,985.17	.00	1,985.17	UBE01, JULY-2022, GO DUBLIN	
	H12398	08/02/22	MER01 (MERCHANT SERVICES)		59.09	.00	59.09	MER01, JULY-22, RUTAN CC ST	
	H12399	08/02/22	MER01 (MERCHANT SERVICES)		87.21	.00	87.21	MER01, JULY-22, TC CC STATE	
	H12400	08/16/22	CEN04 (CENTRAL CONTRA COSTA TRAN)		87,282.56	.00	87,282.56	CEN04, JUNE-2022, MONTHLY S	
	H12401	08/17/22	TX228 (DEBORAH BUTLER)		74.59	.00	74.59	TX228, 07.11.22-07.30.22, P	

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 Run By.: Irina Popova

LAVTA
 Month End Cash Disbursements Report
 Prior Period Report for 08-22 BANK ACCOUNT 105

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 CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
08-22	H12403	08/17/22	NEL01 (NELSONNYGAARD CONSULTING AS		3,085.04	.00	3,085.04	NEL01,82819,LAVTA SRTP/LR
	H12404	08/16/22	CLA03 (ALL LOCKS AND DOORS)		1,491.53	.00	1,491.53	CLA03,MP1277,50% DEPOSIT-
	H12405	08/17/22	BRO03 (KARLA SUE BROWN)		100.00	.00	100.00	BRO03,JULY-2022,BOD STIPE
	H12406	08/08/17	HAU01 (DAVID HAUBERT)		100.00	.00	100.00	HAU01,JULY-2022,BOD STIPE
	H12407	08/17/22	NAR01 (KATHERINE NARUM)		100.00	.00	100.00	NAR01,JULY-2022,BOD STIPE
	H12408	08/17/22	CIT07 (CITY OF LIVERMORE - WATER)		135.91	.00	135.91	CIT07,139388-00,BUS WASH,
	H12409	08/17/22	CIT07 (CITY OF LIVERMORE - WATER)		48.96	.00	48.96	CIT07,138431-00,ATLANTIS
	H12410	08/18/22	TX228 (DEBORAH BUTLER)		71.19	.00	71.19	TX228,08.03.22-08.10.22,P
	H12411	08/18/22	TAX67 (CHRISTEL RAGER)		616.55	.00	616.55	TAX67, 6.01.22-06.29.22,PA
	H12411	08/31/22	TAX67 (CHRISTEL RAGER)		(616.55)	.00	(616.55)	Ck# H12411 Reversed
	H12412	08/17/22	MUT01 (MUTUAL OF OMAHA)		1,014.01	.00	1,014.01	MUT01,SEPTEMBER-2022,LTD
	H12413	08/19/22	AME06 (AMERICAN FIDELITY ASSURANCE		1,190.82	.00	1,190.82	AME06,AUGUST-2022,FLEXIBL
	H12414	08/18/22	PER03 (CAL PUB EMP RETIRE SYSTM)		32,224.42	.00	32,224.42	PER03,SEPTEMBER-22,HEALTH
	H12415	08/18/22	AME06 (AMERICAN FIDELITY ASSURANCE		842.52	.00	842.52	AME06,SUPPLEMENTAL INSURA
	H12416	08/19/22	ROB06 (ROBERT HALF MANAGEMENT RESOU		3,912.00	.00	3,912.00	ROB06,60563747,PO#7601,BO
	H12417	08/21/22	CIT06 (CITY OF LIVERMORE SEWER)		(122.85)	.00	(122.85)	CIT06, MOA SEWER 6.21.22-
	H12418	08/21/22	CIT06 (CITY OF LIVERMORE SEWER)		505.75	.00	505.75	CIT06, MOA SEWER 6.21.22-
	H12418	08/23/22	MOR02 (VANESSA MORENO)		40.13	.00	40.13	MOR02,06.28.22-08.19.22,T
	H12418	08/31/22	MOR02 (VANESSA MORENO)		(40.13)	.00	(40.13)	Ck# H12418 Reversed
	H12419	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		523.64	.00	523.64	CAL04, BUS WASH 6.18.22-7
	H12420	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		(66.30)	.00	(66.30)	CAL04, BUS WASH 6.18.22-7
	H12421	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		1,156.13	.00	1,156.13	CAL04, 9098655555, MOA WA
	H12422	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		74.25	.00	74.25	CAL04, 5755555555, CONTRA
	H12423	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		74.25	.00	74.25	CAL04, 4755555555, MOA FI
	H12424	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		55.69	.00	55.69	CAL04, 2575555555, TC FIR
	H12425	08/21/22	CAL04 (CALIFORNIA WATER SERVICE)		48.10	.00	48.10	CAL04, 3616555555, TC WAT
	H12426	08/22/22	HDE01 (HOME DEPOT-CREDIT SERVICES)		277.07	.00	277.07	HDE01,AUGUST-22,CC STATEM
	H12427	08/26/22	CAL15 (CALTRONICS BUSINESS SYS)		65.48	.00	65.48	CAL15,3560211,MP1237,METE
	H12428	08/26/22	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		40,632.64	.00	40,632.64	DIR02,20220826,PR DIRECT
	H12429	08/26/22	EMP01 (EMPLOYMENT DEVEL DEPT)		3,185.79	.00	3,185.79	EMP01,20220826,STATE TAX,
	H12430	08/26/22	EFT01 (ELECTRONIC FUND TRANSFERS)		9,623.32	.00	9,623.32	EFT01,20220826,FEDERAL TA
	H12431	08/26/22	PER04 (CALPERS RETIREMENT SYSTEM)		1,033.48	.00	1,033.48	PER04,20220826,457 CONTRI
	H12432	08/26/22	PER01 (PERS)		4,070.77	.00	4,070.77	PER01,20220826N,PERS NEW
	H12433	08/24/22	EDW01 (TAMARA EDWARDS)		363.13	.00	363.13	EDW01,082322EX,EXPENSE RE
	H12434	08/24/22	DEC01 (DECAL APPLICATORS LLC)		200.00	.00	200.00	DEC01,15913,MP1227,INSTAL
	H12435	08/26/22	PER01 (PERS)		4,323.63	.00	4,323.63	PER01,20220826C,PERS CLAS
	H12436	08/24/22	CIT06 (CITY OF LIVERMORE SEWER)		53.30	.00	53.30	CIT06,133389-00,TRANSIT C
	H12437	08/24/22	VSP01 (VSP)		509.98	.00	509.98	VSP01,SEPTEMBER-2022,VISI
	H12438	08/24/22	ROB06 (ROBERT HALF MANAGEMENT RESOU		3,912.00	.00	3,912.00	ROB06,60596458,PO#7601,BO
	H12439	08/04/22	STA01 (STATE COMPENSATION FUND)		1,286.33	.00	1,286.33	STA01,SEPTEMBER-2022,WORK
	H12440	08/31/22	BRO03 (KARLA SUE BROWN)		200.00	.00	200.00	BRO03,AUGUST-2022,BOD STI
	H12441	08/31/22	HAU01 (DAVID HAUBERT)		100.00	.00	100.00	HAU01,AUGUST-2022,BOD STI
	H12442	08/31/22	NAR01 (KATHERINE NARUM)		300.00	.00	300.00	NAR01,AUGUST-2022,BOD STI
	H12443	08/31/22	WOE01 (ROBERT L. WOERNER)		100.00	.00	100.00	WOE01,AUGUST-2022,BOD STI
	H12444	08/30/22	MVT01 (MV TRANSPORTATION, INC.)		350,000.00	.00	350,000.00	MVT01,120073,AUGUST-22,2N
	H12445	08/31/22	ROB06 (ROBERT HALF MANAGEMENT RESOU		3,912.00	.00	3,912.00	ROB06,60621766,PO#7601,BO
	H12446	08/31/22	PRO03 (PROFESSIONAL PLASTICS INC)		38,178.33	.00	38,178.33	PRO03,08302022,PO#7610,50
	H12447	08/31/22	CIT07 (CITY OF LIVERMORE - WATER)		16.86	.00	16.86	CIT07,138432-00,ATLANTIS
	H12448	08/31/22	CIT07 (CITY OF LIVERMORE - WATER)		205.68	.00	205.68	CIT07,138430-01,ATLANTIS
	H12449	08/31/22	CIT07 (CITY OF LIVERMORE - WATER)		29.40	.00	29.40	CIT07,139399-00,ATLANTIS
	H12450	08/31/22	CIT07 (CITY OF LIVERMORE - WATER)		35.03	.00	35.03	CIT07,139361-00,ATLANTIS
	H12451	08/31/22	CIT06 (CITY OF LIVERMORE SEWER)		46.21	.00	46.21	CIT06,138143-00,BUS WASH,
	H12452	08/31/22	CIT06 (CITY OF LIVERMORE SEWER)		473.94	.00	473.94	CIT06,133294-00,MOA SEWER
	H12453	08/31/22	MOR02 (VANESSA MORENO)		40.13	.00	40.13	MOR02, 6.28.22-8.19.22 TR
	H12454	08/31/22	STA13 (STAPLES CREDIT PLAN)		436.55	.00	436.55	STA13, JULY-22 CC STATEME
	H12455	08/31/22	TAX67 (CHRISTEL RAGER)		180.00	.00	180.00	TAX67, 6.01.22-6.29.22 PA
Total for Bank Account 105 ----->					1,489,764.99	.00	1,489,764.99	
Grand Total of all Bank Accounts ----->					1,489,764.99	.00	1,489,764.99	

REPORT.: Aug 31 22 Wednesday
 RUN....: Sep 09 22 Time: 10:21
 Run By.: Irina Popova

LAVTA
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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
08-22	AIM01 (AIM TO PLEASE JANITORIAL SE84-JULY22		07/31/22	08/30/22	A	2500.00	AIM01,84-JULY22,MONTHLY JANITORIAL SVC
08-22	AME06 (AMERICAN FIDELITY ASSURANCE FSA08-22H		08/17/22	09/16/22	A	1190.82	AME06,AUGUST-2022,FLEXIBLE SPENDING ACCOUNT
	SUPPL0722H	07/31/22	08/30/22	A	842.52	AME06,SUPPLEMENTAL INSURANCE, JULY-2022	
	SUPPL0822H	08/18/22	09/17/22	A	842.52	AME06,SUPPLEMENTAL INSURANCE,AUGUST-2022	
			Vendor's Total	----->		2875.86	
08-22	ARM02 (ARMER-NORMAN & ASSOCIATES)	22-302MV	08/19/22	09/18/22	A	3850.00	ARM02,22-302MV,MP1281,REPLCD T1 PIPING FLEX
08-22	ATT02 (AT&T)	18641281	08/13/22	09/12/22	A	447.27	ATT02,000018641281,ACCT#9391035694,7.13.22-8
08-22	ATT03 (AT&T)	842501707	07/19/22	08/18/22	A	951.37	ATT03,8842501707,JULY-22,INTERNET PRI
08-22	AVI01 (AMADOR VALLEY INDUSTRIES)	992722	07/31/22	08/30/22	A	598.00	AVI01,992722,MP1236,GARBARGE PICK-UP SVC,JUL
08-22	BAN03 (BANKCARD CENTER)	JULY-2022H	07/28/22	08/27/22	A	4223.88	BAN03,JULY-2022,CC STATEMENT
08-22	BON01 (REGINA E. BONANNO)	AUGU-2022	08/25/22	09/24/22	A	100.00	BON01,AUGUST-2022,BOD STIPEND
	JULY-2022	08/15/22	09/14/22	A	100.00	BON01,JULY-2022,BOD STIPEND	
			Vendor's Total	----->		200.00	
08-22	BRO03 (KARLA SUE BROWN)	AUGU-2022H	08/25/22	09/24/22	A	200.00	BRO03,AUGUST-2022,BOD STIPEND
	JULY-2022H	08/15/22	09/14/22	A	100.00	BRO03,JULY-2022,BOD STIPEND	
			Vendor's Total	----->		300.00	
08-22	CAL04 (CALIFORNIA WATER SERVICE)	198072022H	07/20/22	08/19/22	A	66.30	CAL04,0198655555,BUS WASH,6.18.22-7.19.22
	1980720COH	08/21/22	09/20/22	A	523.64	CAL04, BUS WASH 6.18.22-7.19.22-CORRECTION	
	1980720REH	08/21/22	09/20/22	A	66.30	CAL04, BUS WASH 6.18.22-7.19.22-REVERSAL	
	257080122H	08/01/22	08/31/22	A	55.69	CAL04, 2575555555, TC FIRE 8.1.22-8.31.22	
	361080222H	08/02/22	09/01/22	A	48.10	CAL04, 3616555555, TC WATER 7.1.22-8.1.22	
	461080422H	08/04/22	09/03/22	A	1043.75	CAL04,4616555555,TC IRRIG,7.01.22-8.01.22	
	475080122H	08/01/22	08/31/22	A	74.25	CAL04, 4755555555, MOA FIRE 8.1.22-8.31.22	
	575080122H	08/01/22	08/31/22	A	74.25	CAL04, 5755555555, CONTRACTOR FIRE 8.1.22-8.31.22	
	909072222H	07/22/22	08/21/22	A	1156.13	CAL04, 9098655555, MOA WATER 6.18.22-7.19.22	
			Vendor's Total	----->		2975.81	
08-22	CAL15 (CALTRONICS BUSINESS SYS)	3498614H	05/13/22	06/12/22	A	138.01	CAL15,3498614,MP1237,METER 4.16.22-5.15.22
	3560211H	08/16/22	09/15/22	A	65.48	CAL15,3560211,MP1237,METER 07.16.22-08.15.22	
			Vendor's Total	----->		203.49	
08-22	CAP02 (CAPPSTONE INC.)	105802	08/04/22	09/03/22	A	1080.00	CAP02,105802,60% DEPOSIT FOR PRESSURE WASH,M
08-22	CEL01 (CELTIS VENTURES INC)	LAVTAMS07	08/01/22	08/31/22	A	3902.25	CEL01,LAVTAMS007,JULY-22 WEBSITE USER TEST,P
	LAVTAWR04	11/01/21	12/01/21	A	6772.50	CEL01,LAVTAWR004,WEBSITE REDESIGN OCT-21	
			Vendor's Total	----->		10674.75	
08-22	CEN04 (CENTRAL CONTRA COSTA TRAN)	JUNE-2022H	08/02/22	09/01/22	A	87282.56	CEN04,JUNE-2022,MONTHLY SERVICE PARATRANSIT
08-22	CIS01 (CISCO AIR SYSTEMS INC)	187602-1	08/01/22	08/31/22	A	2149.25	CIS01,187602-1,PO#7536,AIR COMPRESSOR MAINT.
08-22	CIT01 (CITY OF LIVERMORE)	1294-FY23	08/15/22	09/14/22	A	2057.60	CIT01,PERMIT#1294,FY23,RUTAN WASTE WATER,MP1
08-22	CIT06 (CITY OF LIVERMORE SEWER)	BW081622H	08/16/22	09/15/22	A	46.21	CIT06,138143-00,BUS WASH,7.19.22-8.16.22
	TC080922H	08/09/22	09/08/22	A	53.30	CIT06,133389-00,TRANSIT CENTER,7.12.22-8.09.22	
	MOA071922H	07/19/22	08/18/22	A	122.85	CIT06,MOA071922,MOA SEWER,6.21.22-7.19.22	
	MOA0719COH	08/21/22	09/20/22	A	505.75	CIT06, MOA SEWER 6.21.22-7.14.22-CORRECTION	
	MOA0719REH	08/21/22	09/20/22	A	122.85	CIT06, MOA SEWER 6.21.22-7.14.22-REVERSAL	
	MOA081622H	08/16/22	09/15/22	A	473.94	CIT06,133294-00,MOA SEWER,7.19.22-8.16.22	
			Vendor's Total	----->		1079.20	
08-22	CIT07 (CITY OF LIVERMORE - WATER)	361081622H	08/16/22	09/15/22	A	35.03	CIT07,139361-00,ATLANTIS SEWER,7.19.22-8.16.22
	388080222H	08/02/22	09/01/22	A	135.91	CIT07,139388-00,BUS WASH,07.05.22-08.02.22	

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08-22	CIT07 (CITY OF LIVERMORE - WATER)	399081622H	08/16/22	09/15/22	A	29.40	CIT07,139399-00,ATLANTIS SEWER,7.19.22-8.16.
		430081622H	08/16/22	09/15/22	A	205.68	CIT07,138430-01,ATLANTIS INDOOR,07.19.22-08.
		431080222H	08/02/22	09/01/22	A	48.96	CIT07,138431-00,ATLANTIS IRRIG.07.05.22-08.0
		432081622H	08/16/22	09/15/22	A	16.86	CIT07,138432-00,ATLANTIS FIRE,7.19.22-8.16.2
		Vendor's Total ----->				471.84	
08-22	CLA03 (ALL LOCKS AND DOORS)	3585H	08/16/22	09/15/22	A	1491.53	CLA03,MP1277,50% DEPOSIT-RUTAN CONF ROOM 2 D
08-22	COR01 (CORBIN WILLITS SYSTEMS)	00C207151	07/15/22	08/14/22	A	269.40	COR01,000C207151,JULY-22 SERVICE, MP1234
		00C208151	08/15/22	09/14/22	A	269.40	COR01,000C208151,MP1234,SEPTEMBER-22 SERVICE
		Vendor's Total ----->				538.80	
08-22	CRA02 (CRANETECH INC.)	28217	08/16/22	09/15/22	A	1290.89	CRA02,28217,ANNUAL CRANE INSPECTION & MAINT
08-22	CTE01 (CENTER FOR TRANSPORTATION & MAY-2022	N05/31/22	06/30/22	A	4000.00	CTE01,MAY-2022,ON-CALL ZEB CONSULTING SERVIC	
08-22	DAY02 (DAY & NIGHT PEST CONTROL)	175006	07/14/22	08/13/22	A	218.00	DAY02,175006,MP1235,7.14.22 RUTAN SERVICES
08-22	DEC01 (DECAL APPLICATORS LLC)	15913H	08/22/22	09/21/22	A	200.00	DEC01,15913,MP1227,INSTALL OF 4 STRIPE BANDS
08-22	DEL05 (ALLIED ADMIN/DELTA DENTAL)	SEPT-2022H	08/08/22	09/07/22	A	1935.73	DEL05,SEPTEMBER 2022,DENTAL INSURANCE
08-22	DIR01 (DIRECT TV)	96X220811	08/11/22	09/10/22	A	14.00	DIR01,025118596X220811,MP1064,8.10.22-9.09.2
08-22	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20220805H	08/10/22	09/09/22	A	38091.38	DIR02,20220805,PR DIRECT DEPOSIT,7.23.22-8.0
		20220826H	08/24/22	09/23/22	A	40632.64	DIR02,20220826,PR DIRECT DEPOSIT,08.06.22-08
		Vendor's Total ----->				78724.02	
08-22	EBR01 (EBRCSA)	20230153	07/01/22	07/31/22	A	37080.00	EBR01,20230153,PO#7613,FY23,RADIO MAINT.SERV
08-22	EDW01 (TAMARA EDWARDS)	082322EXH	08/24/22	09/23/22	A	363.13	EDW01,082322EX,EXPENSE REIMBURSE-MISC 8.17-8
08-22	EFT01 (ELECTRONIC FUND TRANFERS)	20220805H	08/10/22	09/09/22	A	8590.98	EFT01,20220805,FEDERAL TAX,07.23.22-08.05.22
		20220826H	08/24/22	09/23/22	A	9623.32	EFT01,20220826,FEDERAL TAX,08.06.22-08.19.22
		Vendor's Total ----->				18214.30	
08-22	EME01 (BRIGHTVIEW LANDSCAPE SERVIC	8025335	07/29/22	08/28/22	A	2970.00	EME01,8025335,MP1248,TC TREE TRIMMING
08-22	EMP01 (EMPLOYMENT DEVEL DEPT)	20220805H	08/10/22	09/09/22	A	2876.48	EMP01,20220805,STATE TAX,07.23.22-08.05.22
		20220826H	08/24/22	09/23/22	A	3185.79	EMP01,20220826,STATE TAX,08.06.22-08.19.22
		Vendor's Total ----->				6062.27	
08-22	GOG01 (GO GO GRANDPARENT)	GODUBLIN4	08/11/22	09/10/22	A	500.00	GOG01,GODUBLIN4,GOGOGRANDPARENT RESERVE FUND
08-22	GRA01 (SMART SOURCE-GRAND FLOW)	0012854	08/08/22	09/07/22	A	460.60	GRA01,0012854,MP1272,AP CHECK STOCK-2500QTY
08-22	HAN01 (HANSON BRIDGETT MARCUS)	1326446	08/10/22	09/09/22	A	7773.00	HAN01,1326446,JULY-22,CONTRACT LEGAL FEES
		1326447	08/10/22	09/09/22	A	1364.00	HAN01,1326447,JULY-22,LEGAL FEES, ADMINISTRA
		Vendor's Total ----->				9137.00	
08-22	HAU01 (DAVID HAUBERT)	AUGU-2022H	08/25/22	09/24/22	A	100.00	HAU01,AUGUST-2022,BOD STIPEND
		JULY-2022H	08/15/22	09/14/22	A	100.00	HAU01,JULY-2022,BOD STIPEND
		Vendor's Total ----->				200.00	
08-22	HDE01 (HOME DEPOT-CREDIT SERVICES)	AUGUST-22H	08/12/22	09/11/22	A	277.07	HDE01,AUGUST-22,CC STATEMENT MISC SUPPLIES
08-22	HER05 (MELISSA HERNANDEZ STRAH)	AUGU-2022	08/25/22	09/24/22	A	200.00	HER05,AUGUST-2022,BOD STIPEND
		JULY-2022	08/15/22	09/14/22	A	200.00	HER05,JULY-2022,BOD STIPEND
		Vendor's Total ----->				400.00	

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08-22	HOT01 (HOTSYPACIFIC)	86807	07/28/22	08/27/22	A	270.90	HOT01,86807,MP1269,PRESSURE WASHER REPAIR
08-22	JOS02 (JEAN INGALLS JOSEY)	AUGU-2022	08/25/22	09/24/22	A	200.00	JOS02,AUGUST-2022,BOD STIPEND
		JULY-2022	08/15/22	09/14/22	A	100.00	JOS02,JULY-2022, BOD STIPEND
		Vendor's Total ----->				300.00	
08-22	JTH01 (J. THAYER COMPANY)	1607501	08/12/22	09/11/22	A	206.81	JTH01,1607501-0,8.12.22 PRINTING PAPER
08-22	KII01 (BRITTNI KIICK)	AUGU-2022	08/25/22	09/24/22	A	300.00	KII01,AUGUST-2022,BOD STIPEND
08-22	KIM02 (KIMLEY-HORN AND ASSOC,INC)	22099070	07/31/22	08/30/22	A	107640.00	KIM02,22099070,TO#7,CITY LIVERMORE DESIGN,7.
08-22	KLC01 (KL2 CONNECTS, LLC)	KL2192	07/27/22	08/26/22	A	13063.00	KLC01,KL2192,EXECUTIVE DIRECTOR RECRUITMENT
08-22	LIV10 (LIVERMORE SANITATION INC)	1567172	07/31/22	08/30/22	A	2576.56	LIV10,0001567172,GARBAGE SERVICE,7.01.22-7.3
08-22	LYF01 (LYFT, INC)	1052982	07/31/22	08/30/22	A	3484.12	LYF01,1001052982,JULY-22,GO TRI-VALLEY,7.1-7
		1052983	07/31/22	08/30/22	A	139.50	LYF01,1001052983,JULY-22,GO SAN RAMON,7.1-7.
		Vendor's Total ----->				3623.62	
08-22	MER01 (MERCHANT SERVICES)	TC073122H	07/31/22	08/30/22	A	87.21	MER01,JULY-22,TC CC STATEMENT
		RUT073122H	07/31/22	08/30/22	A	59.09	MER01,JULY-22,RUTAN CC STATEMENT
		Vendor's Total ----->				146.30	
08-22	MET01 (METROPOLITAN TRANSPORT-)	AR028322	03/23/22	04/22/22	A	1288.59	MET01,AR028322,FEBRUARY-22,CLIPPER FEES 2.0
		AR029231	06/30/22	07/30/22	A	15501.01	MET01,AR029231,MAY-22,CLIPPER FEES
		AR029316	06/30/22	07/30/22	A	12230.61	MET01,AR029316,JUNE-22,CLIPPER FEES
		AR029335	06/30/22	07/30/22	A	1787.53	MET01,AR029335,JUNE-22,CLIPPER 2.0
		AR029448	06/30/22	07/30/22	A	148.81	MET01,AR029448,JAN 22-JUNE 22 CLIPPER BANK F
		Vendor's Total ----->				30956.55	
08-22	MOR02 (VANESSA MORENO)	0628-0819H	08/22/22	09/21/22	A	40.13	MOR02,06.28.22-08.19.22,TRAVEL REIMBURSEMENT
		0628-0819u	08/31/22	/ /		40.13	40.13-Ck# H12418 Reversed
		628-819COH	08/31/22	09/30/22	A	40.13	MOR02, 6.28.22-8.19.22 TRAVEL REIMBURSE CORR
		Vendor's Total ----->				40.13	
08-22	MUT01 (MUTUAL OF OMAHA)	SEPT-2022H	08/16/22	09/15/22	A	1014.01	MUT01,SEPTEMBER-2022,LTD & LIFE INSURANCE
08-22	MVT01 (MV TRANSPORTATION, INC.)	120072H	08/15/22	09/14/22	A	350000.00	MVT01,120072,AUGUST-2022,1ST INSTALL PAYMENT
		120073H	08/25/22	09/24/22	A	350000.00	MVT01,120073,AUGUST-22,2ND INSTALL PAYMENT
		JUNE-2022H	07/06/22	08/05/22	A	71616.47	MVT01,JUNE-2022,FIXED ROUTE MONTHLY SERVICE
		Vendor's Total ----->				771616.47	
08-22	NAR01 (KATHERINE NARUM)	AUGU-2022H	08/25/22	09/24/22	A	300.00	NAR01,AUGUST-2022,BOD STIPEND
		JULY-2022H	08/15/22	09/14/22	A	100.00	NAR01,JULY-2022,BOD STIPEND
		Vendor's Total ----->				400.00	
08-22	NEL01 (NELSON\NYGAARD CONSULTING A	82819H	08/15/22	09/14/22	A	3085.04	NEL01,82819,LAVTA SRTP/LRTP, 7.1.22-7.29.22
08-22	PAC01 (AT&T)	ATT 07/22H	07/13/22	08/12/22	A	248.48	PAC01,ACCT.#:925-245-0576,07.13.22-08.12.22
		ATT070722H	07/07/22	08/06/22	A	33.97	PAC01,ACCT#2323516260,CONTRACTOR FIRE,7.7-8.
		ATT071122H	07/11/22	08/10/22	A	361.34	PAC01,ACCT.#436-951-0106,ATLANTIS T1 7.11-8.
		ATT071322H	07/13/22	08/12/22	A	487.50	PAC01,ACCT#9252439029,ATLANTIS ALARM,7.13-8.
		Vendor's Total ----->				1131.29	
08-22	PAC02 (PACIFIC GAS AND ELECTRIC)	580080522H	08/05/22	09/04/22	A	8975.32	PAC02,5809326332-3,MOA ELECTRIC,6.30.22-7.31
		606080322H	08/03/22	09/02/22	A	1402.59	PAC02,6062256368-6,ATLANTIS,6.28.22-7.28.22
		726080122H	08/01/22	08/31/22	A	1409.89	PAC02,7264840356-5,BUS STOP,6.21.22-7.20.22
		764071922H	07/19/22	08/18/22	A	144.20	PAC02,7649646868-7,DOOLAN TWR,6.11.22-7.12.2
		Vendor's Total ----->				11932.00	

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08-22	PAC11 (PACIFIC ENVIROMENTAL SERV)	2375	07/27/22	08/26/22	A	130.00	PAC11,2375,JULY-22,RUTAN MONTHLY SERVICE
		2376	07/27/22	08/26/22	A	130.00	PAC11,2376,JULY-2022,ATLANTIS MONTHLY SERVIC
		Vendor's Total ----->				260.00	
08-22	PER01 (PERS)	20220722CH	07/29/22	08/28/22	A	4429.75	PER01,20220722C,PERS CLASSIC CONTRIB,7.09-7.
		20220722NH	07/27/22	08/26/22	A	4221.83	PER01,20220722N,PERS NEW CONTRIBUTION,7.09-7
		20220805CH	08/10/22	09/09/22	A	4323.60	PER01,20220805C,PERS CLASSIC CONTRIB.7.23-8.
		20220805NH	08/12/22	09/11/22	A	4070.77	PER01,20220805N,PERS NEW CONTRIBUTION,7.23-8
		20220826CH	08/24/22	09/23/22	A	4323.63	PER01,20220826C,PERS CLASSIC CONTRIB.8.06-8.
		20220826NH	08/24/22	09/23/22	A	4070.77	PER01,20220826N,PERS NEW CONTRIB.08.06.22-08
		GASB-2022H	08/03/22	09/02/22	A	700.00	PER01,GASB-68,REPORTING FEES 2022
		Vendor's Total ----->				26140.35	
08-22	PER03 (CAL PUB EMP RETIRE SYSTM)	SEPT-2022H	08/15/22	09/14/22	A	32224.42	PER03,SEPTEMBER-22,HEALTH INSURANCE
08-22	PER04 (CALPERS RETIREMENT SYSTEM)	20220722H	07/27/22	08/26/22	A	1046.88	PER04,20220722,457 CONTRIBUTION,7.09.22-7.22
		20220805H	08/10/22	09/09/22	A	1030.72	PER04,20220805,457 CONTRIBUTION,7.23.22-8.05
		20220826H	08/24/22	09/23/22	A	1033.48	PER04,20220826,457 CONTRIBUTION,08.06.22-08.
		Vendor's Total ----->				3111.08	
08-22	PLA02 (PLANETERIA MEDIA LLC)	19397	05/15/22	06/14/22	A	325.00	PLA02,19397,MAY-2022,WEB HOSTING,MP1273
		19494	06/15/22	07/15/22	A	325.00	PLA02,19494,JUNE-2022,WEB HOSTING,MP1273
		19600	07/15/22	08/14/22	A	325.00	PLA02,19600,JULY-2022,WEB HOSTING,MP1273
		19645	08/01/22	08/31/22	A	98.00	PLA02,19645,DOMAIN RENEW,RIDE10R & RIDE30R,M
		19682	08/15/22	09/14/22	A	325.00	PLA02,19682,AUGUST-2022,WEB HOSTING
		Vendor's Total ----->				1398.00	
08-22	PRE03 (PREMIER SECURITY SOLNS CO)	2207-248	07/11/22	08/10/22	A	364.95	PRE03,2207-248,MP1256,MISC SERVICE WORK,7.08
08-22	PRO03 (PROFESSIONAL PLASTICS INC)	50%DEPOSTH	08/30/22	09/29/22	A	38178.33	PRO03,08302022,PO#7610,50% DEPST,HACIENDA-SH
08-22	RIC03 (RICHARD MILLER)	2005H	07/07/22	08/06/22	A	1050.00	RIC03,2005,SERVICE SSL VPN,UPGRADE CISCO FIR
08-22	ROB06 (ROBERT HALF MANAGEMENT RESO	60473470H	08/03/22	09/02/22	A	3912.00	ROB06,60473470,PO#7601,BOOKKEEPER,WE 7.29.22
		60514426H	08/10/22	09/09/22	A	3912.00	ROB06,60514426,PO#7601,BOOKKEEPER WE 08.05.2
		60563747H	08/18/22	09/17/22	A	3912.00	ROB06,60563747,PO#7601,BOOKKEEPER, WE 8.12.2
		60596458H	08/24/22	09/23/22	A	3912.00	ROB06,60596458,PO#7601,BOOKKEEPER, WE 08.19.
		60621766H	08/30/22	09/29/22	A	3912.00	ROB06,60621766.PO#7601,BOOKKEEPER, WE 8.26.2
		Vendor's Total ----->				19560.00	
08-22	SCF01 (SC FUELS)	IN-090859	07/15/22	08/14/22	A	33089.93	SCF01,IN-0000090859,FUEL DELIVERY,7.15.22
		IN-101497	08/02/22	09/01/22	A	32708.02	SCF01,IN-0000101497,08.02.22 FUEL DELIVERY
		IN-104689	08/08/22	09/07/22	A	30856.99	SCF01,IN-0000104689,08.08.22 FUEL DELIVERY
		Vendor's Total ----->				96654.94	
08-22	SDG01 (STEER DAVIES & GLEAVE INC.)	5636548	07/14/22	08/13/22	A	11142.50	SDG01,5636548,FY20,INDIVIDUALIZED MARKETING
08-22	SHA02 (SHAMROCK OFFICE SOLUTIONS)	596754	07/25/22	08/24/22	A	30.85	SHA02,596754,FRONT DESK PRINTER,MP1244,6.30-
08-22	SIN01 (SINGLEPOINT COMMUNICATIONS)	10905	08/01/22	08/31/22	A	6840.00	SIN01,10905,FLEET WIFI ANNUAL CARE FY 23
08-22	SOL01 (SOLUTIONS FOR TRANSIT)	22-0805LA	08/05/22	09/04/22	A	2083.33	SOL01,22-0805LAVTA,JULY-22,CLIPPER ANALYSIS
08-22	STA01 (STATE COMPENSATION FUND)	SEPT-2022H	08/24/22	09/23/22	A	1286.33	STA01,SEPTEMBER-2022,WORKER'S COMP INSUR.PRE
08-22	STA13 (STAPLES CREDIT PLAN)	JULY-2022H	08/16/22	09/15/22	A	436.55	STA13,JULY-2022,CC STATEMENT
		JULY-2022u	08/31/22	/ /	A	436.55	STA13,Ck# H12411 Reversed
		JULY-22COH	08/31/22	09/30/22	A	436.55	STA13, JULY-22 CC STATEMENT-CORRECTION
		Vendor's Total ----->				436.55	
08-22	TAX01 (HERB HASTINGS)	07-24-22H	07/28/22	08/27/22	A	8.03	TAX01,07.24.2022,PARATAXI REIMBURSEMENT

REPORT.: Aug 31 22 Wednesday
 RUN....: Sep 09 22 Time: 10:21
 Run By.: Irina Popova

LAVTA
 Month End Payable Activity Report
 Prior Period Report for 08-22

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

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
08-22	TAX67 (CHRISTEL RAGER)	0601-0629H	08/17/22	09/16/22	A	180.00	TAX67, 6.01.22-06.29.22, PARATAXI REIMBURSEMENT
		0601-0629u	08/31/22	/ /		180.00	0601-0629u 08/31/22 / /
		601-629COH	08/31/22	09/30/22	A	180.00	TAX67, 6.01.22-6.29.22 PARATAXI-CORRECTION
		Vendor's Total ----->				180.00	
08-22	TEL01 (TPx COMMUNICATIONS)	159679455H	07/31/22	08/30/22	A	2872.33	TEL01, 159679455-0, PO7340, SERVICES 8.1.22-8.3
08-22	TPG01 (THE PARKS GROUP)	70121	08/17/22	09/16/22	A	614.94	TPG01, 70121, MP1267, BUS DRIVER RECRUITMENT RE
08-22	TX212 (LINDA WAHLE)	0701-0731	08/02/22	09/01/22	A	95.56	TX212, 07.01.22-07.31.22, PARATAXI REIMBURSEMENT
08-22	TX228 (DEBORAH BUTLER)	0704-0721H	07/24/22	08/23/22	A	101.79	TX228, 07.04.22-07.21.22, PARATAXI REIMBURSEMENT
		0711-0730H	07/30/22	08/29/22	A	74.59	TX228, 07.11.22-07.30.22, PARATAXI REIMBURSEMENT
		0803-0810H	08/10/22	09/09/22	A	71.19	TX228, 08.03.22-08.10.22, PARATAXI REIMBURSEMENT
		Vendor's Total ----->				247.57	
08-22	UBE01 (UBER)	JULY-2022H	08/01/22	08/31/22	A	1985.17	UBE01, JULY-2022, GO DUBLIN
08-22	VER01 (VERIZON WIRELESS)	911794714H	07/22/22	08/21/22	A	1707.88	VER01, 9911794714, CELL, WIFI, RAIL, 6.23.22-7.22
08-22	VON01 (TRAPEZE SOFTWARE GROUP)	PA0005075	08/19/22	09/18/22	A	4381.00	VON01, PA0005075, PO#7570, MILESTONE 3 10% COMP
08-22	VSP01 (VSP)	SEPT-2022H	08/19/22	09/18/22	A	509.98	VSP01, SEPTEMBER-2022, VISION INSURANCE
08-22	WOE01 (ROBERT L. WOERNER)	AUGU-2022H	08/25/22	09/24/22	A	100.00	WOE01, AUGUST-2022, BOD STIPEND
Total of Purchases ->						1489764.99	=====

AGENDA

ITEM 6C

STAFF REPORT

SUBJECT: Adoption of a Resolution Declaring that Agency Meetings Will Continue to Be Held Via Teleconference

FROM: Tamara Edwards, Interim Executive Director

DATE: October 3, 2022

Action Required

Staff requests that the Board of Directors adopt resolution 37-2022 declaring that agency meetings will continue to meet via teleconference to ensure the health and safety of the public.

Background

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded his prior Executive Order N-29-20, effective October 1, 2021. At that point, agencies would have transitioned back to public meetings held in full compliance with the preexisting Brown Act teleconference rules. Since the Governor issued Executive Order N-08-21, the Delta variant has emerged, causing a spike in cases throughout the state. As a result, the Governor's proclaimed State of Emergency remains in effect, and state officials, including the California Department of Public Health and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing.

On September 16, 2021, Governor signed Assembly Bill (AB) 361 into law, effective October 1, 2021, to allow agencies to use teleconferencing for public meetings during proclaimed state of emergencies without requiring the teleconference locations to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction. AB 361 will sunset on January 31, 2024.

Under AB 361, a local agency will be allowed to meet remotely without complying with prior Brown Act teleconference requirements when:

- The local agency holds a meeting during a state of emergency declared by the Governor, and either
 - State or local health officials have imposed or recommended measures to promote social distancing, or
 - The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

As discussed above, state officials continue to recommend social distancing. Therefore, LAVTA can continue to conduct meetings via teleconference, as long as it meets the following emergency requirements under Government Code Section 54953(e)(2), added by AB 361:

1. The legislative body gives notice and posts agendas as otherwise required by the Brown Act, including directions for how the public can access the meeting.
2. The legislative body does not take formal action on any item whenever there is a disruption in the meeting broadcast.
3. The public is allowed to provide comment in real time.
4. The legislative body allows time during a public comment period for members of the public to register with any internet website required to submit public comment.

For upcoming teleconference meetings, LAVTA can continue to follow the AB 361 requirements by declaring every 30 days that it has reconsidered the circumstances of the state of emergency and either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 37-2022 declaring that LAVTA meetings will continue to be held via teleconference.

Attachments:

1. Resolution 37-2022 of the Board of Directors of the Livermore Amador Valley Transit Authority Declaring that Agency Meetings Will Continue to Be Held Via Teleconference

Submitted: _____

RESOLUTION NO. 37-2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY DECLARING THAT AGENCY
MEETINGS WILL CONTINUE TO BE HELD VIA TELECONFERENCE**

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19.; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency where state or local officials have recommended measures to promote social distancing; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the California Department of Public Health and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing.

NOW, THEREFORE, BE IT RESOLVED that, in order to ensure the health and safety of the public, meetings of the Livermore Amador Valley Transit Authority, its committees and subsidiary bodies, will continue to be held via teleconference in

accordance with Assembly Bill 361 and the provisions of Government Code Section 54953(e).

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 3rd day of October, 2022.

BY _____
David Haubert, Chair

ATTEST _____
Michael N. Conneran, Legal Counsel

AGENDA

ITEM 6D

STAFF REPORT

SUBJECT: Professional Engineering Services for the Shared Autonomous Vehicle Mobility Hub on Central Parkway

FROM: Toan Tran, Director of Operations and Innovation

DATE: October 3, 2022

Action Requested

The Projects & Services Committee recommends the Board of Directors approve Resolution 36-2022, authorizing the Interim Executive Director to execute Task Order 1 between LAVTA and Kimley-Horn and Associates, Inc. (Kimley-Horn) for professional engineering services for the Shared Autonomous Vehicle (SAV) Mobility Hub on Central Parkway.

Background/Discussion

LAVTA in partnership with the City of Dublin has been pursuing a first/last mile connectivity solution in the vicinity of the East Dublin/ Pleasanton Bay Area Rapid Transit (BART) station. The proposed solution plans to use SAV transit shuttles along public streets in Dublin to connect the BART station and nearby business, residential, and commercial developments.

LAVTA is in the process of determining the best-suited location and design of an SAV Mobility Hub on the northern portion of the SAV route. This includes coordinating with the City of Dublin and the businesses and property owners given that the Hub would be located on both public and private properties. Since LAVTA already has on-call contracts with the firms from its engineering services bench, it has chosen Kimley-Horn to provide the engineering work on the Mobility Hub, due to Kimley-Horn's specialized experience with shelters and mobility hubs.

Kimley-Horn will provide a topographic survey of the proposed Mobility Hub location, coordination with utilities, and 100% of the PS&E documents for the design of the Mobility Hub, as well as coordination with LAVTA, City of Dublin, business and property owners, and LAVTA's other SAV consultants. Please refer to the Scope of Services in Task Order 1 (Attachment 2) for additional details on the proposed schedule, work, and deliverables to be provided for this project.

Fiscal Impact

The funding for this Task Order, for the not-to-exceed amount of \$160,816, will come primarily from Regional Measure 2 (\$150,000), with the remaining balance (\$10,816) being absorbed in our Transit Capital line item of the capital budget.

Recommendation

The Project & Services Committee recommends the Board of Directors approve Resolution 36-2022, authorizing the Interim Executive Director to execute Task Order 1 between LAVTA and Kimley-Horn for professional engineering services for the Shared Autonomous Vehicle (SAV) Mobility Hub on Central Parkway, for a not-to-exceed amount of \$160,816.

Attachment

1. Attachment 1 – Resolution 36-2022 for Professional Engineering Services for the SAV Mobility Hub on Central Parkway
2. Attachment 2 – Contract Task Order 1 with Kimley-Horn for Professional Engineering Services for the SAV Mobility Hub on Central Parkway

Approved: _____

RESOLUTION NO. 36-2022

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE
CONTRACT TASK ORDER 1 WITH KIMLEY-HORN AND ASSOCIATES FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE SHARED
AUTONOMOUS VEHICLE MOBILITY HUB ON CENTRAL PARKWAY**

WHEREAS, the Livermore Amador Valley Transit Authority (LAVTA) in partnership with the City of Dublin has been working on a Shared Autonomous Vehicle (SAV) first/last mile solution to connect East BART and the vicinity; and

WHEREAS, the next phase of the SAV Project include plans for a Mobility Hub on the northern portion of the SAV route; and

WHEREAS, Kimley-Horn and Associates, Inc. (Kimley-Horn) is on LAVTA's bench of engineering services and currently already has an on-call contract; and

WHEREAS, of the available firms on the bench, staff has determined that only Kimley-Horn has the necessary qualifications and experience with shelter and mobility hub engineering and design; and

WHEREAS, Kimley-Horn will provide a topographic survey of the proposed Mobility Hub location, coordination with utilities, and 100% of the PS&E documents for the design of the Mobility Hub, as well as coordination with LAVTA, City of Dublin, business and property owners, and LAVTA's other SAV consultants; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Interim Executive Director is authorized to execute Contract Task Order 1 with Kimley-Horn, for a not-to-exceed amount of \$160,816, for professional engineering services for the SAV Mobility Hub on Central Parkway.

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority this 3rd day of October 2022.

BY _____
David Haubert, Chair

ATTEST _____
Tamara Edwards, Interim Executive Director



September 20, 2022

Toan Tran
Director of Operations and Innovation
Livermore Amador Valley Transit Authority
1362 Rutan Drive, Suite 100
Livermore, CA 94551

Subject: Proposal to Provide Professional Engineering Services for the Shared Autonomous Vehicle (SAV) Mobility Hub on Central Parkway

Dear Toan:

Kimley-Horn and Associates, Inc. (Kimley-Horn), is pleased to submit this proposal to provide professional engineering services for the Shared Autonomous Vehicle Mobility Hub on Central Parkway in Dublin. Attached is our detailed Scope of Service and Fee for this work.

We have approached this scope and fee with the understanding that the project will coincide with a parallel systems engineering effort. We have availability and are ready to begin work immediately upon receiving a notice to proceed from LAVTA.

Thank you for the opportunity to submit our proposal for this exciting project. If you have any questions, please do not hesitate to contact me at (510) 350-0217 (office), (510) 393-6232 (cell) or via email at kevin.aguigui@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Kevin Aguigui", with a stylized flourish extending from the end.

Kevin Aguigui, P.E., CSEP
Senior Project Manager

Attachments

- Scope of Services
- Schedule
- Fee

PROJECT UNDERSTANDING

LAVTA in partnership with the City of Dublin has been pursuing a first / last mile connectivity solution in the vicinity of the East Dublin/ Pleasanton Bay Area Rapid Transit (BART) station. The proposed solution plans to use Shared Autonomous Vehicle (SAV) transit shuttles along public streets in Dublin to connect the BART station and nearby business, residential, and commercial developments.

The primary goal for this project is to determine the best suited location and to design the new SAV Mobility Hub on the northern portion of the SAV route. This includes coordinating with the City of Dublin and the businesses and property owners given that the Hub would be located on both public and private properties.

LAVTA has developed an initial concept of the Mobility Hub that will be located at the BART station. It is our understanding that the hub on Central Parkway will be a scaled down version of the BART hub, but would also be modular and expandable as future services are added to the hub.

Separately, LAVTA is engaging a related Systems Engineering (SE) services for the SAV vehicle portion of the project. The SE planning services will support the deployment of technology and provisions of SAV services. Our team will work in collaboration with the systems engineering team directed by LAVTA to integrate any components or system requirements during the SE phase into our Mobility Hub design.

SCOPE OF SERVICES

Kimley-Horn proposes the scope of services listed below for completing design services for the SAV Mobility Hub on Central Parkway in Dublin. We understand that LAVTA would like to advertise this project for construction to be completed in 2023. We assume Kimley-Horn will create preliminary engineering designs and detailed plans, technical specifications, and an estimate (PS&E) for this project. We assume that LAVTA will provide the front-end specifications ("boiler plate") in a format that can be edited by Kimley-Horn.

Task 1 - Project Management and Coordination

This task consists of the development and maintenance of the project schedule, work plan, document filing system, and monthly invoices. We anticipate one initial kick-off meeting with LAVTA to review the project goals, discuss the proposed project approach, potential design challenges, schedule, and deadlines. Up to three (3) meetings with LAVTA, LAVTA's consultants and/or City of Dublin staff are included. Kimley-Horn will prepare meeting agendas for meetings and submit summarized meeting minutes to LAVTA within one week of each meeting.

It is assumed that LAVTA would coordinate directly with the private property owners for any outreach activities. Kimley-Horn would provide technical support for those activities.

Kimley-Horn will submit invoices LAVTA every month, which will include total time by staff, itemized expenses, and progress against total budget.

Deliverables:

- Monthly Invoices
- Project Schedule and Updates
- Meeting Agenda and Notes

Task 2 - Data Gathering

The Kimley-Horn team will perform a detailed field reconnaissance at the proposed mobility hub location on Central Parkway gathering detailed information on-site.

The Kimley-Horn team will conduct a topographic survey of the site. Right of way will be resolved at this location, including any easements that the City may currently have.

The approximate limits of the topographic survey area will include Central Parkway to the south, the existing edge of the parking lot to the west, Park Place to the east and up to the furthest parking spaces to the north. Within this area, the survey will capture all surface features including, but not limited to the:

- Curb (face, back, beginning and end of curves, points of compound curvature, etc.)
- Sidewalk and curb ramps
- Gutter lip and flow line
- Top of pavement
- Above ground utilities (boxes, valves, irrigation facilities, street lights, manholes, etc.)
- Grade breaks
- Pavement striping
- Signs and structures
- Driveways
- Vegetation and trees (including trunk diameter)
- Fences (height and type)
- Invert elevations of all accessible storm drain manholes, sanitary sewer manholes, and curb inlets within survey limits.
- Valley Gutter including flow line

The survey limits will begin 20 feet beyond the curb return limits, and will be taken in minimum 10-ft increments along curb at the curb returns.

The following are additional assumptions for the survey.

- At no time shall traffic lanes be closed, unless approved by the City of Dublin
- Right of way will need to be resolved and clearly defined.
- Survey control information will be provided including locations and descriptions of existing survey monument(s) and/or local control(s) used.
- Acquiring additional right-of-way is not included in the scope

Deliverables:

- Field photos
- Topographic survey
- Compiled assessor map information

Task 3 – Utility Coordination

Kimley-Horn will submit utility information request letters to private and public utility companies including, but not limited to, Dublin San Ramon Services District (DSRSD), Pacific Gas & Electric (PG&E), various telecommunications companies, and other privately-owned utility companies with facilities located in the public right-of-way that may be affected by the project. The utility letters will be

used to obtain utility mapping from utility companies to develop a utility base map. A utility matrix will be created to track discussions and data received from the various utility agencies.

If needed, utility letters noting any utility conflicts that will require utilities to be relocated will be prepared at the 75% design stage and sent to LAVTA for review and approval. Once approved, Kimley-Horn will send the letters and two copies of the 75% plans to the utility companies for review and to indicate where there are conflicts with their utilities (existing and future).

Kimley-Horn will coordinate with PG&E for the electrical service required at the mobility hub. We will start this coordination process at the 75% design stage given this will likely be a long-lead coordination item. It is assumed that all PG&E application and engineering fees will be paid directly by LAVTA.

Deliverables:

- Utility Matrix
- Copies of Utility Letters

Task 4 - Detailed Designs

Task 4.1 – Preliminary Engineering Design

This task includes preparation of preliminary engineering and architectural design drawings as a layout and concept exhibit. We assume this is necessary to engage stakeholders and provide guidance leading into the basis of design. There will be no topography identified for this stage of the engineering drawings, but up to two layouts will be prepared for the mobility hub area. A preliminary estimate of construction costs will be prepared for the preliminary engineering designs.

Deliverables:

- Summary memorandum – Basis of Design
- Preliminary Engineering drawings

Task 4.2 – Prepare 75% PS&E Documents

Once comments are received on the preliminary engineering designs, we will prepare the 75% design documents. This includes the preparation of the plans, technical specifications, and opinions of probable construction cost. The design will incorporate any comments and changes from the preliminary engineering designs, and will include additional details including the hub shelter, new bus platform and bus pad, structural and foundation designs for amenities, sidewalk conforms to public and private sidewalks, electrical design, and minor drainage modifications.

For each design stage submittal, two (2) hard copy half-size sets (11"x17") of PS&E will be provided to LAVTA and the City of Dublin for review and comment. Documents will also be provided in electronic format (Microsoft Word and PDF).

Our scope of services and fee includes the following assumptions of sheet types and numbers.

- | | |
|-----------------------------------|---------|
| • Cover sheet with Location Map | 1 sheet |
| • General Notes and Abbreviations | 1 sheet |
| • Horizontal Control | 1 sheet |
| • Demo sheets | 1 sheet |
| • Layout sheets | 1 sheet |

- Construction details (curb ramps, foundation details) 3 sheets
- Drainage and Utility Plan 1 sheet
- Signing and Striping 1 sheet
- Electrical, Lighting and Communications 3 sheets
- Architectural Sheets 4 sheets
- Architectural Details 2 sheets

Kimley-Horn will develop the standalone technical specifications, based on recent construction projects procured by LAVTA. Kimley-Horn will also prepare an opinion of probable construction cost.

We anticipate that LAVTA will provide one set of non-conflicting comments, including comments from the City of Dublin. If necessary, we will meet with LAVTA and the City of Dublin to resolve any crucial comments prior to completing the 95% design. We will also prepare a comments response table listing the comments and their responses.

Deliverables:

- 75% Design Plans, Technical Specifications and Estimate
- Comments response table

Task 4.3 – Prepare 95% PS&E Documents

Once comments are received on the 75% PS&E documents, we will prepare the 95% design documents. This includes the preparation of the plans, technical specifications, and opinions of probable construction cost. The design will incorporate any comments and changes from the preliminary engineering designs, and revise any of the details including the hub shelter, new bus platform and bus pad, structural and foundation designs for amenities, sidewalk conforms to public and private sidewalks, electrical/lighting/communications design, and minor drainage modifications.

Kimley-Horn will revise the technical specifications and will also update the opinion of probable construction cost.

We anticipate that LAVTA will provide one set of non-conflicting comments, including comments from the City of Dublin. If necessary, we will meet with LAVTA and the City of Dublin to resolve any crucial comments prior to moving forward with the 100% design. We will also prepare a comments response table listing the comments and their responses.

Deliverables:

- 95% Design Plans, Technical Specifications and Estimate
- Comments response table

Task 4.4 – Prepare 100% (Final) PS&E Documents

Once comments are received on the 95% PS&E documents, we will prepare the 100% design documents. The design documents will incorporate any comments and changes from the 95% designs, and will finalize the details of the hub shelter, the bus platform and pad, the structural and foundation designs, and sidewalk conforms to public and private sidewalks, electrical/lighting/communications design, and the drainage modifications.

Kimley-Horn will revise the technical specifications and include the front end (boilerplate). We will also update the opinion of probable construction cost.

Deliverables:

- 100% (Final, bid ready) Design Plans, Technical Specifications (including boilerplate) and Estimate
- Comments response table

SCHEDULE

The following sequence of tasks are proposed, to be performed in series, and beginning upon receiving a Notice to Proceed. We anticipate that we will be able to complete the final (bid ready) PS&E documents ready for advertise in approximately five months (22 weeks).

Activity	Timeline
Conduct field reconnaissance and topographic surveys	Within three weeks of NTP
Preliminary Engineering drawings	Within two weeks of completing topographic surveys
Stakeholder review (LAVTA, City of Dublin, property owners)	Two weeks
75% PS&E	Three weeks from receipt of comments on the preliminary engineering drawings
Stakeholder review (LAVTA, City of Dublin, property owners)	Three weeks
95% PS&E	Three weeks from receipt of comments on the 75% design
Stakeholder review (LAVTA, City of Dublin, property owners)	Three weeks
100% (Final) PS&E	Two weeks from receipt of comments on the 95% design

FEE PROPOSAL

We propose to perform the Scope of Services outlined above for a firm fixed price not to exceed \$160,816. The attached spreadsheet provides a detailed breakout of our fee.

The fee includes direct expenses for the project such as in-house duplicating, telephone, postage, and in-house plan printing. Other direct expenses including subconsultants, mileage, meals, and plan production are included as a direct expense line item.

Services other than those set forth in the Scope of Services shall constitute extra services. Extra services, shall be performed only with LAVTA's authorization.

	Kevin Aguigui PM	Antonino Genoese QA/QC	Sr. Professional I	John Pulliam Sr. Professional II	Professional Engineer II	Professional Engineer I	Analyst I	Project Support	Admin	Total Task Hours	Estimated Cost
	\$350.00	\$245.00	\$215.00	\$300.00	\$200.00	\$180.00	\$155.00	\$180.00	\$130.00		
TASK 1: PROJECT MANAGEMENT AND COORDINATION	20			16			4	4	4	48	\$13,660
1.1 Meetings	10			8			2	2	2	24	\$6,830
1.2 Project Coordination and Administration	10			8			2	2	2	24	\$6,830
TASK 2: DATA GATHERING					10	22	32	1	3	68	\$11,490
2.1 Field Reconnaissance					6	6	8		1	21	\$3,650
2.2 Base Mapping					4	8	16		1	29	\$4,850
2.3 PG&E Coordination						8	8	1	1	18	\$2,990
TASK 3: Utility Coordination					4		8			12	\$2,040
3.1 Utility Coordination					4		8			12	\$2,040
TASK 4: Design and Engineering	5	24	40	8	72	88	124		4	365	\$68,610
4.1 Prepare Preliminary Engineering Plans	2	6		2	8	16	32		1	67	\$12,340
4.2 Prepare 75% PS&E Documents	2	8	16	2	24	32	36		1	121	\$22,970
4.3 Prepare 95% PS&E Documents	1	8	16	2	32	24	48		1	132	\$24,640
4.4 Prepare 100% (Final) PS&E Documents		2	8	2	8	16	8		1	45	\$8,660
TOTAL HOURS	25	24	40	24	86	110	168	5	11	493	
SUBTOTAL (Kimley-Horn Labor)	\$8,750	\$5,880	\$8,600	\$7,200	\$17,200	\$19,800	\$26,040	\$900	\$1,430		\$95,800
	Subconsultant (Survey)										\$15,652
	Subconsultant (Shelter Design)										\$49,164
	Direct expenses (mileage, plan production)										\$200
	TOTALCOST										\$160,816

AGENDA

ITEM 7

STAFF REPORT

SUBJECT: Resolution in Support of Application for FY 22-23 Funding through the State Transit Assistance State of Good Repair Program

FROM: Tamara Edwards, Director of Finance, Interim Executive Director

DATE: October 3, 2022

Action Requested

Staff requests the Board of Directors approve Resolution 38-2022 in support of an allocation request to Caltrans for the State Transit Assistance State of Good Repair (SGR) Program.

Background

Senate Bill 1, also known as the Road Repair and Accountability Act of 2017, augmented the existing State Transit Assistance program with a new State of Good Repair (SGR) program funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. Funds are distributed by formula on a population basis in the region to the Metropolitan Transportation Commission (MTC), and on a revenue basis to eligible transit operators for transit maintenance, rehabilitation, and capital projects. The State Controller's Office (SCO) has estimated that \$64,628 in revenue-based SGR funds will be available for allocation to LAVTA in FY 2022-23.

Beginning in Fiscal Year (FY) 2019-20, Caltrans has revised the State of Good Repair (SGR) Program guidelines to require regional agencies like MTC to approve transit operators' revenue-based SGR projects and submit a single region-wide list of projects to Caltrans by September 1 of each year. Furthermore, transit operators in the Bay Area will need to submit a governing board-approved project list for all anticipated SGR Program expenditures to MTC for inclusion in the Regional SGR Program Project List.

The program guidelines state that transit agencies receiving funds from the SGR Program must submit expenditure proposals listing projects that maintain the public transit system in a state of good repair, which are:

- Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of the existing vehicles or facilities.
- The design, acquisition and construction of new vehicles or facilities that improve existing transit services.
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

Discussion

Staff proposes to use the FY 2022-23 SGR allocation to use as “local match” to our Federal Funds for our FY23 Bus Replacement Purchase.

Attachment 1 is a Board resolution as required by Caltrans and MTC which would authorize the Interim Executive Director to request allocations for specific projects and execute the necessary Certifications and Assurances with Caltrans.

Fiscal Impact

The FY 22-23 SGR allocation is included in the FY 23 agency budget. It is anticipated that SCO will announce final revised estimates for FY23 in October and the first of four quarterly payments will be made in November.

Recommendation

Staff recommends the Board of Directors approve Resolution 38-2022 in support of an allocation request to MTC and Caltrans for the State Transit Assistance State of Good Repair (SGR) Program.

Attachments:

1. Resolution 38-2022

Submitted: _____

RESOLUTION NO. 38-2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING THE
SUBMITTAL OF APPLICATIONS, SUPPORTING DOCUMENTS AND
EXECUTION OF FUNDING AGREEMENTS FOR THE FISCAL YEAR 2022-
2023 STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR PROGRAM
FOR THE LIVERMORE TRANSIT CENTER REHABILITATION AND
IMPROVEMENT PROJECT**

WHEREAS, the Livermore Amador Valley Transit Authority is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future 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, the State Controller's Office has released the Fiscal Year 2023 SGR apportionments and LAVTA is estimated to receive \$64,628 in SGR funds; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has designated the Metropolitan Transportation Commission (MTC) as the regional entity responsible for coordinating the administration of all SGR projects and distribution of SGR funds to eligible project sponsors (local agencies) within the nine-county Bay Area; and

WHEREAS, the Livermore Amador Valley Transit Authority wishes to delegate the submittal of applications, necessary supporting documents, and any amendments thereto to the Executive Director;

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 document and applicable statutes, regulations and guidelines for all SGR funded transit projects; and

BE IT FURTHER RESOLVED that the Executive Director be authorized to execute all required documents of the SGR program and any amendments thereto with the Metropolitan Transportation Commission and California Department of Transportation.

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 3rd day of October 2022.

BY _____
David Haubert, Chair

ATTEST _____
Tamara Edwards, Interim Executive Director

AGENDA

ITEM 8

STAFF REPORT

SUBJECT: 2022 Amended and Restated Clipper MOU

FROM: Tamara Edwards, Director of Finance, Interim Executive Director

DATE: October 3, 2022

Action Requested

Staff requests that the Board approve Resolution No. 39-2022 authorizing the Interim Executive Director to sign the Clipper MOU.

Background

The Amended and Restated Clipper Memorandum of Understanding (MOU) was entered into on February 19, 2016 by and among the Metropolitan Transportation Commission (MTC) and the transit operators participating in the Clipper program, including LAVTA. In addition to defining roles and responsibilities related to the Clipper program, the MOU, which was originally approved by LAVTA's Board of Directors in May 2014, defines the operating cost and revenue allocation formulas among the operators and MTC.

Discussion

In 2018, MTC began work on the Next Generation Clipper (C2) system, which will implement an account-based payment system. A new MOU was developed to incorporate implementation of the C2 system, including a revised cost-sharing formula. Operations and Maintenance (O&M) costs for the account-based system will be split 50/50 between MTC and the transit operators. Subsequent allocation amongst the operators will mainly be based on Clipper ridership, whereas the formula for the current system is based on a combination of cards used, transactions, and revenue processed. Some costs, such as those for payment services (i.e., credit card fees), will continue to be allocated based on revenue.

The MOU and cost sharing agreements were approved by the Clipper Executive Board at its August meeting and are now being circulated to the transit operators for approval. The MOU has also been reviewed by LAVTA's legal counsel. All transit operators are required to approve this MOU in order to continue participation in the Clipper program. Per Resolution No. 3866, "MTC is required to evaluate an operator's compliance with coordination improvements prior to an operator receiving allocations for State Transit Assistance (STA) funds." Failure to approve the MOU would risk LAVTA's eligibility for STA funds.

Financial Implications

While O&M costs for the C2 system are expected to be higher due to the additional functionality, MTC will be covering a larger portion of those costs compared to the current system. LAVTA's share of Clipper ridership is less than 1%, which is similar to our current

share of fees. Thus, staff does not anticipate any significant impact as a result of the change to the allocation formula.

Recommendation

Staff recommends that LAVTA continue participation in the Clipper program and execute the 2022 Amended and Restated Clipper Memorandum of Understanding.

Attachments:

1. Resolution 39-2022
2. 2022 Amended and Restated Clipper Memorandum of Understanding

Submitted: _____

RESOLUTION NO. 39-2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING THE INTERIM
EXECUTIVE DIRECTOR TO EXECUTE THE 2022 AMENDED AND
RESTATED CLIPPER MEMORANDUM OF UNDERSTANDING WITH THE
METROPOLITAN TRANSPORTATION COMMISSION (MTC) AND BAY AREA
TRANSIT OPERATORS, AND RELATED ACTIONS**

WHEREAS,

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

WHEREAS,

Clipper® is the automated fare payment system for intra- and inter-operator transit trips in the San Francisco Bay Area that has been implemented and is currently being operated on 20 transit systems; and

WHEREAS,

the Metropolitan Transportation Commission (MTC) entered into a contract with Cubic Transportation Systems, Inc. to implement, operate and maintain the Clipper fare payment system through November 2, 2019; and

WHEREAS,

in November 2011, a Memorandum of Understanding Regarding Operations and Maintenance of Clipper Fare Collection System (2011 Clipper MOU) was adopted by seven participating transit operators and MTC to delineate the respective responsibilities of MTC and the transit operators, the process for amending Clipper operating rules, a dispute resolution process, and the basis for allocation of operating costs and revenues; and

WHEREAS, LAVTA executed agreement 771 in May 2014, the Supplemental Agreement to the 2011 MOU for participation in the Clipper program;

WHEREAS, by Resolution 29-2020, the LAVTA Board of Directors approved the Second Amendment to the Amended Clipper MOU, which provided for changes to the administration of the next generation of the Clipper® program and a revised cost allocation formula between Clipper operators for the implementation, operation and maintenance of the next generation of the Clipper® program;

WHEREAS, by Resolution 24-2021, the LAVTA Board of Directors approved the Third Amendment to the Amended Clipper MOU, which incorporated the Regional Transit Card Discount Program into the Clipper® program; and

WHEREAS, staff recommendations to execution of a new 2022 Amended and Restated Clipper MOU, which will replace the 2016 Clipper MOU and incorporates the implementation of the Next Generation Clipper (C2) system, including a revised cost-sharing formula for the participating agencies, into the Clipper® program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Livermore Amador Valley Transit Authority hereby approves and authorizes the Interim Executive Director, or her designee, to execute the 2022 Amended and Restated Memorandum of Understanding with the Metropolitan Transportation Commission and Bay Area transit operators; and

BE IT FURTHER RESOLVED that the Interim Executive Director is authorized to take all necessary actions to implement the terms and conditions of the 2022 Amended and Restated Memorandum of Understanding, consistent with the role of LAVTA as a participating transit operator.

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 3rd day of October 2022.

BY _____
David Haubert, Chair

ATTEST _____
Michael N. Conneran, Legal Counsel

2022 AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This 2022 Amended and Restated Clipper® Memorandum of Understanding (the "MOU") is entered into as of the 1st day of October, 2022 (the "Effective Date"), by and among the Metropolitan Transportation Commission ("MTC") and the following transit operators participating in the Clipper® Program (referred to herein individually as an "Operator" or collectively as the "Operators")¹:

Alameda-Contra Costa Transit District ("AC Transit"); Golden Gate Bridge Highway and Transportation District ("GGBHTD"); the San Francisco Bay Area Rapid Transit District ("BART"); the City and County of San Francisco, acting by and through its Municipal Transportation Agency ("SFMTA"); the San Mateo County Transit District ("SamTrans"); the Santa Clara Valley Transportation Authority ("VTA"); the Peninsula Corridor Joint Powers Board ("Caltrain"); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marín Area Rail Transit; Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City; and any other New Operator Participants in accordance with Article VI.A of the MOU.

MTC and the Operators are referred to herein collectively as the "Parties" or individually as a "Party".

Recitals

1. On July 2, 2009, MTC entered into a contract (the "Clipper Contract") with Cubic Transportation Systems, Inc., to implement, operate and maintain the Clipper fare payment system on behalf of the Operators ("Clipper Program") through November 2, 2019, which contract was extended on June 30, 2017, for a period of up to five years (November 2, 2024).
2. On February 19, 2016, MTC and the Operators entered into an Amended and Restated Clipper Memorandum of Understanding, replacing a previous MOU that delineated the MTC and Operator responsibilities for the Clipper Program, which was subsequently amended on April 17, 2017; October 1, 2020; and September 1, 2021 ("2016 MOU").
3. On September 26, 2018, MTC, as Contracting Agency under the 2016 MOU, entered into a contract (the "Next Generation Clipper Contract") with Cubic Transportation Systems, Inc. (the "Clipper Contractor") to act as system integrator for the Next Generation Clipper system, including system design, development and testing, installation and transition, operations and maintenance, and end-of-¹term transition. The Next Generation Clipper system will implement an account-based payment system.
4. Effective September 1, 2021, the 2016 MOU transferred responsibility for management and oversight of the Regional Transit Connection Discount Card Program ("RTC Program"), which provides people with disabilities with discounted access to fixed-route transit, to the Clipper

¹ Clipper® is a registered trademark of MTC. Henceforth, all references to Clipper, with or without the registered trademark designation, will be to the MTC registered trademark.

Executive Board and responsibility for the administration of the RTC Program to MTC, pending development and implementation of a new RTC Program database.

5. The Parties now wish to amend and restate the 2016 MOU to reflect changes to the Clipper program brought about by the implementation of the Next Generation Clipper system and the expanded use of Clipper since 2016, including a revised cost-sharing formula applicable to the RTC Program and tailored to the Next Generation Clipper account-based fare payment system.
6. For purposes of this MOU, references to the Clipper Program, Clipper fare payment system, or Clipper refer collectively to the systems implemented under the Clipper Contract, the Next Generation Clipper Contract, and other contracts to be entered into to implement and operate the Next Generation Clipper system. The term Clipper Contract refers to both the Clipper Contract and the Next Generation Clipper Contract, as appropriate.

ARTICLE I

Operator Responsibilities

Each Operator agrees to:

- A. Implement and operate the Clipper fare payment system in accordance with the Clipper Operating Rules, as adopted and amended from time to time, consistent with the consultation and approval process set forth in Appendix A, Process for Amending Clipper Operating Rules, attached hereto and incorporated herein by this reference. The Clipper Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper throughout the region. The current version of the Clipper Operating Rules is available on MTC's website at <http://clipper.mtc.ca.gov>.
- B. Pay its share of Clipper costs, including costs of the salary of additional Clipper staff necessary to support the Executive Board, according to Appendix B, Clipper® Cost and Revenue Allocation, as amended, attached hereto and incorporated herein by this reference. Changes to Appendix B require an amendment to the MOU in accordance with Article XI.A.
- C. Make its facilities and staff available for implementation and operation of Clipper. Any Operator and the Contracting Agency may agree to an Operator-specific implementation plan, setting forth specific requirements regarding implementation and operation of Clipper for such Operator.
- D. Make determinations regarding the placement of Clipper Equipment, as defined in the Next Generation Clipper Contract, on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper Contractor training on the use of the Clipper Equipment; and provide training to employees using the Clipper Equipment.
- E. Participate in as-needed reviews of the cost and revenue allocation formula in Appendix B, to support fairness among Operators and to accommodate changes in shared operation costs.
- F. Implement, operate and promote Clipper as its primary fare payment system, including the primary mobile payment system, and refrain from establishing other fare payment systems or fare policies that could deter or discourage frequent transit riders' preference to use Clipper. Each Operator agrees to set fares so that fares paid with Clipper are equivalent or lower than fares paid either with cash or other forms of payment. No new

non-Clipper prepaid fare product, other than for promotional, special event or limited-audience—e.g., tourist—fares, shall be created by any Operator without consulting with and receiving prior written approval from the Clipper Executive Board.

- G. Provide appropriate training to employees who have Clipper-related operations responsibilities, so that those personnel are able to carry out the requirements placed on Operators in this MOU, including, but not limited to, vehicle operators, station agents, conductors, customer service personnel, proof-of-payment officers, ticket sales staff and any other personnel responsible for interacting with customers concerning fare payment.
- H. Perform first-line maintenance on Clipper Equipment located at their facilities or on their vehicles; promptly notify the Clipper Contractor when second-line maintenance of Clipper Equipment is needed; promptly notify the Contracting Agency and the Clipper Contractor of any issues affecting daily financial reconciliation or accuracy of system reports; issue all types (including, but not limited to, cards configured as senior or youth) of Clipper cards; add value to existing Clipper cards from all customer service terminals located at their business facilities; and provide at least the same level of front-line customer service to their patrons using Clipper as to patrons using other forms of fare payment.
- I. Take financial responsibility for the cost of replacement of Clipper Equipment damaged in-service due to vandalism or any other cause for which the risk of loss is not with the Clipper Contractor pursuant to the Clipper Contract or Next Generation Clipper Contract or covered by warranty under the applicable Clipper contract.
- J. Provide General Transit Feed Specifications (GTFS) for the development, implementation, operation, and maintenance of the Clipper mobile application.
- K. Support the Contracting Agency in its administration and operation of the RTC Program, as set forth in Article III.M, and pay its share of RTC Program costs, according to Appendix B, attached hereto and incorporated herein by this reference, as it may be amended, from time to time.

ARTICLE II

MTC Responsibilities

MTC agrees to:

- A. Fund a portion of the Clipper operating and maintenance costs, including costs of the salary of additional Clipper staff necessary to support the Executive Board, as set forth in Appendix B. Subject to availability of necessary funds, inclusion of projects in the Regional Transportation Plan and Transportation Improvement Program where necessary, and receipt of all necessary Commission approvals, budget appropriations and allocations, MTC will continue to fund capital and Contracting Agency operating costs in the manner that it has funded capital and Contracting Agency operating costs to date through a dedicated allocation of federal, state and local funds, both discretionary and project-designated. Recommended annual capital allocations will be identified in the work plan approved by the Executive Board. (See Article IV.C.4.)
- B. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the "Materials") in accordance with federal grant and

audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article II.B is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code Section 6250 et seq.) or San Francisco's Sunshine Ordinance (see Appendix E).

- C. Continue to serve as the Contracting Agency (described in Article III), and continue to provide adequate staffing to support the Clipper program under the direction of the Clipper Executive Director (described in Article V), until such time as the Executive Board designates, and MTC's Commission approves, the assignment of MTC's duties as Contracting Agency to another Party pursuant to Article IV.D.
- D. Employ the Clipper Executive Director (described in Article V). MTC reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the initial Clipper Executive Director. Selection of a successor Executive Director shall be in accordance with Article III.I.
- E. Continue to create, maintain, and protect all copyrights and other intellectual property necessary or convenient for the operation of the Clipper fare payment system, including the Clipper brand, trademark and design, and provide any necessary licenses to use such intellectual property to the Contracting Agency, if other than MTC.
- F. Enter into supplemental agreements with new Operator Participants in accordance with Article VI.A.
- G. Enter into Affiliate Participant agreements in accordance with Article VI.B.

ARTICLE III

Contracting Agency Responsibilities

The Contracting Agency agrees to:

- A. On behalf of the Parties, procure, award, manage and carry out the duties and responsibilities of the Clipper Program under all contracts necessary for the expansion, modification, modernization, operation, maintenance, marketing and customer service of the Clipper fare payment system, including the Clipper Contract, Next Generation Clipper Contract, contracts for the Next Generation customer service center, the payment gateway, fare media contracts ("Other Next Generation Clipper Contracts"; see Appendix B-3), and any contracts for associated professional or technical services for the Clipper program as a whole.
- B. Establish, manage, and implement Clipper Operating Rules in accordance with Appendix A.
- C. Provide regular updates (at least quarterly) on the Clipper Program to the Parties.
- D. Support the Parties with respect to Articles I.E and II.A by providing system data affecting the cost allocation formula.

- E. Own specified Clipper Equipment, as may be required by grant or funding agency rules and regulations, and transfer ownership, to the greatest extent permitted under such rules and regulations, to any successor Contracting Agency.
- F. Hold and manage the Clipper bank accounts and act as an agency in trust for the benefit of the cardholders for funds deposited by the cardholders for the ultimate use on the services provided by the Operators, and for the benefit of the Operators for funds due to Operators until dispersed to such Operators.
- G. Conduct an as-needed contract compliance audit covering Clipper Program revenue collection and allocation and cost allocation responsibilities under the MOU and provide a copy of the complete audit report to all Parties upon conclusion of each such audit.
- H. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the "Materials") in accordance with federal grant and audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article III.H is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code §§ 6250 *et seq.*), subject to the restrictions on the handling and confidentiality of personally identifiable information ("PII") set forth in California Streets and Highways Code Section 31490.
- I. Engage the Clipper Executive Director in accordance with Article V. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the Clipper Executive Director provided that the Contracting Agency shall not engage the successor to the initial and successor Executive Directors without the concurrence of the Executive Board. The Contracting Agency shall collaborate with the Executive Board in considering potential candidates for Executive Director.
- J. Provide adequate staffing (including program and legal staff) to support the Clipper program. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation and removal of program staff.
- K. Provide necessary logistical and technological support to the Executive Board and any committees thereof, except as provided in Article IV.H.
- L. On behalf of the Parties and under the direction of the Clipper Executive Board, procure, award, and manage contracts and carry out the administrative and management duties and responsibilities necessary for the operation, maintenance, marketing and customer service of the RTC Program; provided, however, that the Contracting Agency shall not assume administrative, operational (including customer service), or maintenance duties prior to its issuance of a notice to Operators that a new RTC database has been tested and deployed.
- M. On behalf of the Parties and under the direction of the Clipper Executive Board, procure, award, and manage contracts and carry out the administrative and management duties and responsibilities necessary for the operation, maintenance, marketing and customer service of the RTC program; provided that MTC shall not assume administrative, operational

(including customer service), or maintenance duties prior to MTC's issuance of a notice to Operators that a new RTC database has been tested and deployed by MTC.

ARTICLE IV

Clipper Executive Board

- A. Role; Composition. The Parties agree that responsibility for the policy oversight and management of the Clipper Program and the RTC Program shall reside with a Clipper® Executive Board ("Executive Board"). The Executive Board's responsibilities shall be executed in a manner consistent with the Operator, MTC and Contracting Agency responsibilities set forth in Articles I, II and III, respectively. The Executive Board shall be comprised of nine members: one representative each from the SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected to represent all other Operators (the "Small Operators") in the sole discretion of the Small Operators. Each representative shall be at the General Manager or senior management level.
- B. Principles. The Executive Board shall adhere to the following principles:
1. The Clipper Program shall continue as the primary electronic fare collection system for the Operators.
 2. Each member of the Executive Board commits to actively advance the continued successful operation, maintenance and growth of the Clipper Program on a cost-effective, operationally efficient, and coordinated basis.
 3. Promote efforts to reduce the overall cost of the Clipper system, including operating costs, capital costs and consultant expenses.
 4. Promote regional efforts to simplify fare structures while protecting revenue levels.
- C. Duties. The Executive Board shall undertake the following duties:
1. Meet in accordance with a regular meeting schedule established by the Executive Board, not less than quarterly.
 2. Establish goals for the Clipper Program, including targets to increase market penetration and cost containment initiatives. The Program Goals and Performance Measures are attached as Appendix C, and may be amended by unanimous vote of the Executive Board from time to time.
 3. Propose for review by MTC, Operators and other funding sources (collectively, the "Funding Agencies") a biennial capital and operating budget for the Clipper Program. Revise and adopt the proposed budget in accordance with the Clipper budgets adopted and/or allocations made by each of the Funding Agencies. The biennial budget shall outline staffing requirements and resources needed to accomplish the work plan. The budget shall define required funding, identify funding sources, and specify the amount of individual agency contributions.

4. Adopt a detailed biennial work plan to implement the established goals and budget.
 5. Designate the Contracting Agency, as further described in and subject to Article IV.D, and provide policy oversight, advice, and direction to the Contracting Agency.
 6. Evaluate the performance of the Clipper Executive Director on at least an annual basis. The Board will develop goals and objectives jointly with the Clipper Executive Director, which will form the basis for the annual evaluation.
 7. Review and authorize Significant Business Matters as described in Article IV.E.
 8. Establish such procedures as shall be necessary or desirable to facilitate compliance by the Executive Board with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") and other applicable laws.
- D. Designation of a Contracting Agency. The Executive Board shall designate one of the Parties to serve as the "Contracting Agency" with the responsibilities defined in Article III. MTC shall serve as the initial Contracting Agency. The Executive Board shall review the designation of the Contracting Agency not more often than once every three (3) years and may designate any of the Parties as a new Contracting Agency no later than one year prior to the proposed assignment date, which designation may be subject to the approval of the governing board of the proposed new Contracting Agency. In the event of a new designation, the then-current Contracting Agency shall seek approval from its governing board to assign all outstanding contracts, funding agreements, licenses, and accounts to the newly designated Contracting Agency and, if it receives approval from its governing board for such assignment, take such other actions as may be necessary or convenient to effect the transition of the Contracting Agency role. In the event of a change from the role of MTC as the Contracting Agency, the Executive Board will work with MTC and the successor Contracting Agency to protect or minimize loss or degradation of jobs for Clipper support staff at MTC.
- E. Significant Business Matters. The Executive Board shall decide all Significant Business Matters by a majority vote. "Significant Business Matter" shall mean any matter that can reasonably be expected to have a substantial financial impact (defined as an impact of \$250,000 or more) or a substantial operating impact (defined as causing operations to fall below then-current annual operational goals) on Clipper or any of the Parties. Significant Business Matters, include, but are not limited to, the following:
1. Approval of Clipper Program Contracts and Change Orders that exceed the maximum authority levels established by the Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less, or that are not funded in the biennial budget. Contracting Agency governing board approval may also be required.
 2. Amendments to the Clipper Operating Rules, pursuant to Appendix A.
 3. Acceptance of new Parties to the Clipper Program. The Executive Board delegates to MTC the authority to sign supplemental agreements with new Parties accepted into the Program, as provided in Article VI.

4. Acceptance of Clipper Affiliate Participants, as described in Article VI.B, and implementation of new business ventures or opportunities for the Clipper Program.
5. Assignment of the Next Generation Clipper Contracts. Contracting Agency approval shall also be required.
6. Approval of expenses (administrative, operating and legal) incurred by the Contracting Agency if in excess of or not contemplated by the current approved budget.
7. Decision whether any other matter, not expressly included or excluded as a Significant Business Matter in this list, is a Significant Business Matter in accordance with the definition above.

The foregoing definition of Significant Business Matters may be amended by unanimous vote of the Executive Board from time to time.

- F. Quorum. Five members of the Executive Board constitute a quorum. In the absence of a quorum, a smaller number of Executive Board members may secure the attendance of absent members by video conference, teleconference, or other means compliant with the Brown Act to establish a quorum. Only eligible voting members shall be counted to establish a quorum.
- G. Voting. Each member of the Executive Board shall have one vote. A vote of a majority of the Executive Board is required for approval. Executive Board members may not abstain from voting on any matter before the Executive Board, except in cases of conflicts of interest.
- H. Board Chair; Committees. The Executive Board shall bi-annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.
- I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to four (4) meetings per calendar year. No voting rights are accorded to delegates, nor do delegates count toward a quorum of the Executive Board, when they are representing an Executive Board member for meetings after four (4) missed meetings in a calendar year.

ARTICLE V

Clipper Executive Director

The Clipper Executive Director shall be responsible for regional coordination of the Clipper program among the Parties, oversight of consultants and contractors retained for the design, operation and maintenance of the Clipper program, and effectuation of the goals and work plan adopted by the Executive Board in accordance with the budget. Clipper program support staff engaged by the Contracting Agency shall report to the Clipper Executive Director.

The Clipper Executive Director shall be selected and appointed by the Contracting Agency following consultation with the Executive Board to factor in any Executive Board concerns. The Contracting Agency will directly engage the Clipper Executive Director as its employee or independent contractor in accordance with any civil service or procurement rules applicable to the Contracting Agency. The Clipper Executive Director shall be Carol Kuester, or her successor as MTC's Section Director of Electronic Payments (or comparable position), subject to Article III.I.

ARTICLE VI

New Operator and Affiliate Participants

- A. New Operator Participants. Any Bay Area transit operator not a Party to this Agreement must be approved by the Executive Board and agree to the terms of the MOU then in effect as a condition of implementing Clipper, by entering into a supplemental agreement to this MOU accepting the then-current terms of this MOU. Signature by the other Parties to the MOU is not required. MTC shall not enter into a supplemental agreement with a New Operator Participant prior to the issuance of a Change Request (as defined in the Next Generation Clipper Contract) to the Clipper Contractor covering all or a portion of the work required to accept such operator into the system. MTC shall provide the other Parties to the MOU with written notice of each supplemental agreement. "Bay Area transit operator," for purposes of this Article VI means a transit operator with headquarters located within the nine counties within MTC's jurisdiction.
- B. Affiliate Participants. The Executive Board must approve implementation of Clipper or use of the Clipper card, brand, or application on any transit operator with headquarters located outside the Bay Area or by a business that is not a transit operator (collectively, "Affiliate Participants"). Affiliate participants shall be required to enter into an agreement with the Contracting Agency accepting the then-current terms of the MOU and agreeing to additional terms and conditions for implementation of Clipper or use of the Clipper card, brand, or application. Any additional costs incurred by the Clipper Program shall be paid for in accordance with such agreements. In addition, the Contracting Agency shall include indemnification provisions in such agreements at least as stringent as those set forth in Article VII.

ARTICLE VII

Indemnification

- A. Mutual Indemnification. No Party to this MOU (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this Agreement and for which such indemnifying Party would otherwise be liable.
- B. Contracting Agency Indemnification of Other Parties. Notwithstanding the provisions of Subsection A above, the Contracting Agency shall indemnify, hold

harmless, and defend the other Parties from any and all claims or liability resulting from any action or inaction on the part of Contracting Agency relating to the Clipper Contract and the RTC Program (except as provided in Subsection F below) or from its failure to carry out its responsibilities under Article III of this MOU. With respect only to MTC as Contracting Agency, this indemnification covers action or inaction on the part of MTC relating to the Clipper Contract prior to the Effective Date of this MOU. Except as stated in the previous sentence, this indemnification only covers action or inaction on the part of a Contracting Agency while it serves as Contracting Agency under this MOU.

- C. Other Parties' Indemnification of Contracting Agency. Notwithstanding the provisions of Subsection A above, each Party hereto that is not the Contracting Agency shall indemnify, hold harmless, and defend the Contracting Agency from any and all claims or liability resulting from any action or inaction on the part of such Party relating to its responsibilities under Article I or II, as applicable, of this MOU.
- D. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above and subject to Subsection F below, each Operator shall indemnify, hold harmless, and defend MTC from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under Article I of this MOU.
- E. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator from any and all claims or liability resulting from any action or inaction on the part of MTC relating to its responsibilities under Article II of this MOU.
- F. Indemnification of MTC as RTC Discount Card Program Administrator. Notwithstanding the provisions of Subsections B and D above, the Operators shall indemnify, defend, and hold harmless MTC as Contracting Agency against any and all claims or liability related to the RTC Program resulting after MTC's assumption of the responsibilities set forth in Article III.M as administrator and operator of the RTC Program to the extent that such claims or liability relate to actions or inactions taken by the Operators or their third party medical verifier contractor to administer, manage, and operate the RTC Program **prior to** MTC's assumption of such duties.

ARTICLE VIII

Term

The term of the MOU shall begin upon the Effective Date and continue for a period of ten (10) years, unless terminated by written agreement of the Parties.

ARTICLE IX

Dispute Resolution

The Parties agree to abide by the dispute resolution procedures in Appendix D, Dispute Resolution, attached hereto and incorporated herein by this reference to resolve disputes between or among Parties to the MOU. To invoke the dispute resolution process, two Executive Board members must request it.

ARTICLE X

Changed Circumstances

Any Party may initiate informal discussions among the Parties concerning the provisions of this MOU, based on its assessment that changes in technology or other factors external to the MOU or the Clipper Contract indicate that it would be in the best interests of one or more Parties to consider revisions to the MOU. If a majority of Parties agree, the Parties will then jointly evaluate the changed circumstances to determine what, if any, revisions to the MOU are necessary or desirable. Any agreed-upon changes shall require an amendment to the MOU approved and executed by all Parties.

ARTICLE XI

General Provisions

- A. The entire Agreement between and among the Parties is contained herein, and no change in or modification, termination or discharge of this MOU shall be valid or enforceable unless it is approved by the Parties and made in writing and signed by the Parties.
- B. Headings in this MOU are for convenience only and not intended to define, interpret or limit the terms and conditions herein.
- C. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.
- D. This MOU is intended for the sole benefit of the Parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- E. Appendix E, Special Provisions for the City and County of San Francisco, attached hereto and incorporated herein by this reference, sets forth the terms and conditions required by the City and County of San Francisco in certain contracts entered into by the City.
- F. If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.
- G. Notices provided under the MOU shall be provided to the individuals listed in Appendix F, Notices, attached hereto and incorporated herein by this reference. Each Party to the MOU is responsible for notifying other Parties of a change in the individual designated to receive notices in writing. Changes to Appendix F may be made by any Party without an amendment to this MOU. MTC will distribute to every other Party the notice information of new Parties to the MOU added pursuant to Article VI.
- H. This MOU supersedes, amends, and restates the 2016 MOU in its entirety.

ARTICLE XII

Legal Representation and Common Interest

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to Clipper. In furtherance of this common interest, any communications among Parties and

counsel for any of the Parties shall be confidential and protected from disclosure to any third party by each and every privilege – including, but not limited to, the attorney-client privilege, the attorney work product privilege, and the pooled information privilege – notwithstanding the dissemination of the communications and work product among Parties by the counsel that made the information available in the first instance. If information covered by the privileges is requested by a third party pursuant to a subpoena or other discovery request, then counsel receiving the request shall notify in a timely fashion the counsel who disclosed the information so that the privileges against disclosure may be asserted.

Should any Party withdraw from or otherwise terminate its participation in the Clipper program, such withdrawal or termination shall not impair the privileges that protect any information that has been shared prior to such action. Any Party that withdraws or terminates its participation in the Clipper program shall promptly return all privileged materials that the Party has received.

ARTICLE XIII

Confidential Information

Either MTC or an Operator (the “Receiving Party”) may, in the course of carrying out its responsibilities under this MOU, have access to proprietary or confidential information owned by the other Party (“the Disclosing Party”), the disclosure of which to third parties may damage the Disclosing Party. Such proprietary or confidential information must be held by the Receiving Party in confidence and used only in performing its responsibilities as provided in the MOU. The Receiving Party shall exercise at least the same standard of care it would use to protect its own proprietary or confidential information.

SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, this Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission

Approved as to form:
Kathleen Kane, General Counsel

Name: Therese W. McMillan
Title: Executive Director

Matthew Lavrinets, Senior Counsel

Date: _____

Appendix A
Process for Amending Clipper Operating Rules

1. The Contracting Agency shall provide written notice to the other Parties at least ninety (90) days in advance of making any changes to the Operating Rules affecting Operator Roles and Responsibilities (Section 3 of the Clipper Operating Rules). Notice shall be provided by email to the contact named in Appendix F, or as subsequently revised or updated by the Parties, as provided in Article XI.G.
2. The Contracting Agency shall provide additional notice to the other Parties on possible changes to the Operating Rules affecting Operator Roles and Responsibilities in the regular Clipper program reports furnished under Article III.C.
3. The Contracting Agency's notices shall include enough information to enable the other Parties to determine the financial and other impacts of the proposed change.
4. If requested by any Party within 30 days of issuance of such notice, the Contracting Agency will consult with all affected Parties concerning the proposed change prior to its adoption.
5. Any Party that requires additional time in excess of the notice period specified by the Contracting Agency to implement a change may notify the Contracting Agency of the additional period of time required during the initial 30-day notice period. The Contracting Agency will then work with the Party(ies) during the consultation period to modify the effective date and/or content of the Operating Rules change, as necessary.
6. Following such consultation process, if any Party(ies) objects to the proposed change, as modified during the consultation process, such Party(ies) may initiate one or more of the dispute resolution processes described in Appendix D.
7. The Contracting Agency shall delay the implementation of the disputed change until the conclusion of the dispute resolution process.
8. All proposed changes to the Operating Rules shall be presented for approval to the Executive Board. The Contracting Agency agrees that it shall not implement changes to the Operating Rules that have not been approved by the Executive Board.

Appendix B

Clipper Cost and Revenue Allocation
[see applicable sub appendices on following pages]

Appendix B-1

Clipper Cost and Revenue Allocation for Clipper Contract

This Appendix B-1 applies to cost and revenue allocation during the extended Operations & Maintenance (O/M) term of the Clipper Contract, which will extend through November 2, 2024, unless earlier terminated. The cost allocation formulas and principles in this Appendix B-1 were included in the 2016 MOU and apply only to the Clipper Contract.

1. Cost Allocation Among Operators

The allocation of Clipper operating costs to each Operator shall be tied to the cost driver of each category of operating expense outlined in Section 2.B. The percent allocation in each category will be based on actuals by Operator. "Percentage of Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual cards used at least once on an Operator's system. "Fee Generating Transit Transactions" shall mean any activity in which a Clipper card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the contract between MTC and Cubic for the operation of Clipper. "Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper clearinghouse (e.g., the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid).

The allocation of Clipper operating costs to each Operator while the current Clipper Contract line item pricing structure is applicable shall be based on the following formula:

MOU Section 2.B.i	Fee Category	Allocation Formula
a,b,c	9.0 Cardholder Support Services	Percentage of Cards Used
d,e,f	10.0 Third Party Load Service Fees	Percentage of Cards Used
g	11.0 Autoload Services	Percentage of Cards Used
h	13.22.45 Supplemental Operations	Percentage of Cards Used
i	13.31 Clipper Transaction Fee	Percentage of Fee Generating Transit Transactions
j,k,l,m	13.60-90 Incremental Credit/Debit Card Interchange Fees	Percentage of Revenue Processed
n	Reimbursement of Bank Fees/Direct Charges	Percentage of Revenue Processed
o	Network Communication Reimbursement	Direct Charge to Operator
p	Specialized Card Printing	Direct Charge to Operator
q,r	Operator Share of Staffing	Percentage of Cards Used
s	Add Value/TVM Debit Card Interchange Fees for Non-Clipper Gateways	Percentage of Revenue Processed

In addition to the Clipper operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper Data Server (CDS) Store operating costs specified below for any CDS Store

implemented on such Operator's site; and

- b. Incremental Clipper operating costs established by and/or resulting from Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described below.

2. Clipper Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper operating costs under the Clipper Contract's line item pricing structure:

- i. All fixed operating costs of the Clipper clearinghouse and equipment maintenance services costs as specified in the Clipper Contract's Price Schedule (Attachment 2 to the Clipper Contract) (the "Price Schedule"), including:
 - a. Item 3.20 Program Management - Operations and Maintenance
 - b. Item 3.30 Clipper Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper operating costs as specified in the Price Schedule (Attachment 2 to the Clipper Contract), specifically:
 - a. Item 7.10-2 Senior and Youth Card Mail-In Applications
 - b. Item 8.10(a-g) Card Distribution Services
 - c. Item 8.11 Card Distribution Services
 - d. Item 8.12 Card Distribution Services
 - e. Item 8.20 Cardholder Education
 - f. Item 8.31 Location Acquisition for Completion of Distribution Network
 - g. Item 8.32 Location Acquisition for Completion of Distribution Network
 - h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - i. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - j. Item 9.5 Service Level Standard Incentives and Abatements
 - k. Item 13.100 Mobile Website Operations and Maintenance
- iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs under the Clipper Contract's Line Item Pricing Structure.

- i. Operators shall pay the following listed Clipper operating costs in accordance with the cost sharing formula in Section I, reduced by any amounts payable by MTC

pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper Contract:

- a. Item 9.24 Balance Protection Services Registration
 - b. Item 9.25 Lock/unlock Clipper Application
 - c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - d. Item 10.11 Clipper E-purse Load
 - e. Item 10.12 Pass/Stored Ride Load
 - f. Item 10.24 Employer Program Commission
 - g. Item 11.0 Autoload Services
 - h. Item 13.22.45 Supplemental Monthly Operations and Admin
 - i. Item 13.31 Clipper Transaction Fee
 - j. Item 13.60 Incremental Gateway Fees
 - k. Item 13.70 Incremental Debit Card Interchange Fees
 - l. Item 13.80 Incremental Credit Card Interchange Fees
 - m. Item 13.90 Pass Through Website Credit Card Processing Fees
 - n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper bank account(s) in excess of the amounts reimbursed under Section 3.A below
 - o. Direct payment or reimbursement of Contracting Agency costs for network communication.
 - p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper cards
 - q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper program.
 - r. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
 - s. Reimbursement of Operator costs for credit/debit interchange fees generated through an Operator-specific gateway associated with Clipper sales through ticket officed terminal devices and add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees.
- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in 2.B(i)(q, r, s), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.
 - iii. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.

3. Cost Allocation of Time and Materials Payments to Clipper Contractor during Clipper Contract O&M Extension Period

Any payments to the Clipper Contractor on a time and materials basis during the Clipper Contract O&M Extension Period, exclusive of pass-through fees, will be split equally (50%/50%) between MTC and the Operators. The Operators' share shall then be further allocated to each Operator based 50% on its Percentage of Cards Used and 50% on its percentage of Fee-Generating Transit Transactions.

Pass-through fees shall be allocated to Operators as set forth Sections 1 and 2 above.

4. Revenue Allocation

Revenues generated by Clipper during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 4.A above, To reduce the Operators' Clipper operating costs listed in Section 2.B(i) above or in Section 3 above; and
- C. After payment of Operators' Clipper operating costs listed in Section 2.B(i) or in Section 3 above, to be allocated to Operators by applying the percentage of cards used by Operator specified in Section I herein, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card-related activities shall be reserved to pay for future card procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

Appendix B-2

RTC Program Cost Allocation

1. RTC Program Cost Allocation Among Operators

"Percentage of RTC Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual RTC cards used at least once on an Operator's system during the specified billing period. The allocation of RTC Program operating costs (as defined in Section 2 below) to Operators shall be based on both an equivalent 1% share of RTC Program Operating Costs for each Operator with the remaining costs allocated based on a Percentage of RTC Cards Used by Operator during the specified billing period, initially a calendar month.

2. RTC Program Operating Costs

Operators shall pay the following listed RTC Program Operating Costs to the Contracting Agency, in accordance with the cost sharing formula in Section 1 above:

- A. Reimbursement of the RTC Program medical verifier contract costs;
- B. Card Fees for RTC Clipper Card Customization, currently Clipper Contract Price Schedule Item 7.10-1, Per-Card Fee for RTC Clipper Card Customization (subject to annual price adjustment as specified in Article 13.6 of the Clipper Contract);
- C. Reimbursement of the Salesforce Operations & Maintenance costs and license fees;
- D. \$75,000 annually for staff time for administration of the RTC Program; and
- E. Reimbursement of claims against MTC, in accordance with the indemnification provision in Article VII, Indemnification, Subsection F, resulting from actions or inactions taken by the Operators or their third party medical verifier contractor to administer, manage, and operate the RTC program **prior to** MTC's assumption of such duties.

Appendix B-3

Next Generation Clipper Cost and Revenue Allocation

1. Allocation of Fixed Monthly Accelerated Deployment O/M Payments

Payments to the Clipper Contractor for Accelerated Deployment Operations and Maintenance (O/M) and Post-Revenue Ready Accelerated Deployment O/M under the Next Generation Clipper Contract, Articles 3.8.4, Scaling of O/M Payments, and 3.8.5, O/M Payments for Accelerated C2 System Deployment and Attachment C-5, Payment Form for C2 System Operations & Maintenance will be allocated in accordance with this Appendix B-3.1.

- a. Accelerated Deployment fixed monthly O/M payments triggered by issuance of the Accelerated C2 System Deployment Mobile O/M NTP shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based 50% on its Percentage of Cards Used and 50% on its Percentage of Fee-Generating Transit Transactions. "Percentage of Cards Used" by Operator will be based on the number of individual cards used at least once on an Operator's system during the specified billing period. "Fee Generating Transit Transactions" shall mean any activity in which a Clipper card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the Clipper Contract between MTC and Cubic.
- b. Accelerated Deployment fixed monthly O/M payments triggered by issuance of Accelerated C2 System Deployment Equipment O/M NTP shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based 50% on its Percentage of Cards Used and 50% on its Percentage of Fee-Generating Transit Transactions (excluding BART's Fee-Generating Transit Transactions from the total count).
- c. Post-Revenue Ready Accelerated Deployment fixed monthly O/M payments triggered by issuance of a notice by MTC that Revenue Ready has been achieved shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership. "Percentage of Clipper Ridership" by Operator will be based on the number of transit trips taken on an Operator's system and reported through the Clipper fare system during the specified billing period.
- d. MTC shall pay for 100% of the pass-through fees associated with the conversion of physical Clipper cards to virtual mobile cards and on-going pass-through fees associated with the use of virtual mobile cards and the Clipper mobile app.

2. Allocation of Capital Costs

- a. MTC shall pay for the following Clipper capital costs:
 - i. Capital costs associated with the initial design, development and testing, installation and transition, and end of term transition under the Next Generation Clipper Contract
 - ii. Clipper Equipment included in Attachment C-8, Payment Form for Equipment, not purchased by an Operator pursuant to Article 8.7 of the

- Next Generation Clipper Contract, Purchase and Ownership of Equipment by Transit Operators
- iii. Capital costs associated with the initial implementation and ongoing costs of the Other Next Generation Clipper Contracts, not including capital costs associated with the purchase of limited use fare cards (tickets)
- iv. Clipper Capital costs established by and/or resulting from Clipper Contract or Other Next Generation Clipper Contract change orders requested and funded by the region for the region's use and benefit
- v. All other lump sum and capital expense items in Attachment C, Payment Forms of the C2 SI Contract not enumerated above or covered under Appendix B-3.2(b) below

b. The Operators shall pay for the following Clipper capital costs:

- i. Capital costs associated with the purchase of limited use fare cards (tickets)
- ii. Clipper Equipment purchased by an Operator pursuant to Article 8.7 of the Next Generation Clipper Contract, Purchase and Ownership of Equipment by Transit Operators
- iii. Clipper Capital costs established by and/or resulting from Clipper Contract or Other Next Generation Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit

3. Allocation of Monthly Account-Based O/M Payments

Payments to the Clipper Contractor for Account-Based Operations and Maintenance of the Next Generation Clipper system under the Next Generation Clipper Contract, Article 3.8 and Attachment C-5, Payment Form for Operations & Maintenance, will be triggered by issuance of a C2 System Transition Notice to Proceed (NTP) from MTC to the Clipper Contractor setting the agreed-upon O/M Commencement Date as set forth in Article 8.2, Commencement, and indicating that Customer Transition to the Next Generation Clipper system can occur.

- a. Account-Based fixed monthly O/M payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
- b. Account-Based variable monthly KPI/SLA and retail incentive payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
- c. Operators shall pay for 100% of on-going pass-through fees associated with retailer commissions. Each Operator's share would then be determined based on its Percentage of Revenue Processed. "Percentage of Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper clearinghouse (e.g., the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid) during the specified billing period.
- d. MTC shall pay for 100% of ongoing pass-through fees associated with the conversion of physical Clipper cards to virtual mobile cards and on-going pass-through fees associated with the use of virtual mobile cards and the Clipper mobile app.

4. Allocation of O/M Payments for Other Next Generation Clipper Contracts

- a. Customer Service Center.
 - i. Fixed monthly O/M payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
 - ii. Variable monthly KPI/SLA incentive payments shall be split 50%/50% between MTC and the Operators. Each Operator's share shall then be determined based on its Percentage of Clipper Ridership.
- b. Payment Services. Operators shall pay for 100% of on-going pass-through fees associated with payment services. Each Operator's share would then be determined based on its Percentage of Revenue Processed.
- c. Fare Media. MTC shall pay for 100% of monthly O/M payments associated with the fare media fulfillment contract.

5. Additional Operating Costs to be Paid by Operators

- a. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper bank account(s) in excess of the amounts reimbursed under Section 6.A below
- b. Direct payment or reimbursement of Contracting Agency costs for network communication.
- c. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper cards
- d. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper program.
- e. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
- f. Reimbursement of Operator costs for credit/debit interchange fees generated through an Operator-specific gateway associated with Clipper sales through customer service terminal devices and add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees.
- g. Reimbursement of incremental Clipper operating costs established by and/or resulting from Clipper Contract or Other Next Generation Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described in Appendix B-3.3 and Appendix B-3.4 above.

6. Revenue Allocation

Revenues generated by the Clipper Program, exclusive of revenues related to the Clipper Contract addressed in Appendix B-1.4, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 6.A above, to reduce the Operators' Clipper operating costs listed in Section 3 above or in Section 4 above; and
- C. After payment of Operators' Clipper operating costs listed in Section 3 or in Section 4 above, to be allocated to Operators by applying the Percentage of Cards Used by Operator, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, card refund processing, and other card- related activities shall be reserved to pay for fare media procurements and pass-through fees associated with virtual mobile cards and the Clipper mobile app; provided, however, that surcharges on limited use cards imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

Appendix C

Program Goals and Performance Measures

The performance standards below are intended to guide the development and ongoing operations of Clipper, however, specific actions and targets may be constrained by legal, fiscal and system limitations.

Goal: Provide an intuitive, efficient, and familiar experience

- Electronic fare payment is the primary payment method for all transportation fares and fees
 - ✓ Mobile fare payment is integrated into and branded as Clipper
 - ✓ Parking at transit stations can be paid with Clipper
 - ✓ Bikeshare at transit stations can be paid with Clipper
 - ✓ Paratransit trips can be paid with Clipper
- Transit systems to move 100% to Clipper or incentivize use of Clipper, depending on mode
 - ✓ Heavy commuter rail and ferry systems accept only Clipper (extended and limited use)
 - ✓ Bus/light rail operators to adopt fare differentials to incentivize use of Clipper and transition remaining products to Clipper
- Transit mobile payments are made primarily through the Clipper system once the account-based features are made available through the Clipper mobile app
- Acceptance of open payment is available primarily through the Clipper system

Goal: Provide excellent, proactive customer service

- Customers can easily obtain and use Clipper
 - ✓ Media dispensing and reloading options are widely available
 - ✓ Clipper vending machines offering new cards and add-value are located at all heavy rail and ferry locations
 - ✓ Online transactions are immediately available for use
 - ✓ Third-party vendor locations are easily accessible in all service areas
 - ✓ Streamline process for refunds and replacements
 - ✓ Support payment for families, groups, institutional programs, and events

Goal: Create a transparent, consistent, inclusive and timely decision-making process

- Implement process for operator involvement in work plan development, field equipment procurement and change order process

Goal: Govern the program efficiently and cost-effectively

- Adopt standard fare categories and discount levels
 - ✓ Minimum \$0.50 discount for full-fare adult transfer customers to bus and light rail
 - ✓ Establish uniform youth discount for ages five to 18 and senior discount for ages 65 and older
 - ✓ Establish uniform eligibility requirements for means-based discount program
- Evaluate staffing plan to enhance internal program resources and reduce reliance on consultants

Goal: Ensure that accurate and complete data is available to support decision making at every level

- System integrates with vehicle on-board equipment to incorporate route, location and revenue information where necessary
- Clipper data is accessible to operators and the public to the full extent contemplated by the Clipper privacy policy

Goal: Ensure program flexibility and responsiveness

- System design and contract includes a streamlined process for common changes such as fare adjustments and route changes and additions

Goal: Ensure operational efficiency and reliability

- Ensure continued competitive equipment availability, automated status reporting and remote diagnostics
- Utilize open architecture

Appendix D

Dispute Resolution

The Parties agree to resolve disputes concerning this MOU between or among one or more Parties based on the following dispute resolution principles.

1. Informal Dispute Resolution

The Parties agree to attempt to resolve informally all disputes. In the event of a dispute among any Parties to the MOU, those Parties shall notify every other Party in writing about the substance of the dispute. The Parties to the dispute shall meet and confer by exchanging written positions on the dispute, and by meeting in person thereafter to discuss and resolve the dispute. If those representatives are unable to resolve the dispute, the chief executives of those Parties shall be informed of the substance of the dispute and provided all writings that have been exchanged regarding the dispute. The chief executives shall meet and confer in person or by telephone concerning the dispute, and may choose to exchange letters in preparation for the meet and confer.

2. Mediation

If the dispute is not resolved, the Parties may avail themselves by mutual consent to mediation, arbitration (binding or non-binding), or any other dispute resolution resource (collectively Alternate Dispute Resolution (ADR) processes"). All procedures and methodologies in ADR processes shall be by mutual consent of the Parties, including but not limited to the choice of the mediator or arbitrator, dates and times and timelines, and whether documents are exchanged in preparation for the ADR session. Fees and expenses of the mediator will be borne equally, unless otherwise agreed. The Parties to the dispute shall be represented by individuals of their choosing, except that the Parties must agree on the question of whether lawyers are present or not. The entire process shall be confidential and treated as a compromise negotiation for purposes of federal and state rules of evidence. If ADR processes are agreed on, the Parties shall agree on the identity of the mediator or arbitrator within 30 days of agreeing on the ADR process. The Parties shall not unreasonably withhold consent as to the choice of the mediator or arbitrator. Unless the schedule of the mediator or arbitrator does not permit, the Parties shall complete their ADR process within 60 days after agreement on the choice of the mediator or arbitrator. Nothing in this MOU affects the rights or abilities of the Parties to avail themselves of all rights and remedies they have under the law of California or federal law, as applicable, and to the state or federal courts to resolve their dispute.

3. Financial Obligations

A Party who disputes amounts claimed by the Contracting Agency to be due under the MOU agrees to pay the amount claimed pending dispute resolution.

Appendix E
Special Provisions for the City and County of San Francisco
(References to "City" in Paragraphs 1, 2 and 3 refer to the City and County of San Francisco)

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

3. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

4. Large Vehicle Driver Safety Training Requirements. The City and County of San Francisco requires that the employees its contractors and their subcontractors driving "large vehicles" within the City and County of San Francisco shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletestingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people. MTC, as Contracting Agency, has confirmed with its contractors that no equipment purchased from its Next

Generation Clipper Contract, Cubic Transportation System, Inc. will be delivered on large vehicles, as defined herein.

5. Protection of Private Information. San Francisco Administrative Code Chapter 12M establishes restrictions for City contractors on the use and disclosure of “private information” as defined in Chapter 12M. MTC, as Contracting Agency, is subject to restrictions on the use, disclosure, and storage of “personally identifiable information” protected under California Streets and Highways Code Section 31490. To that end, MTC has adopted a Clipper Privacy Policy, posted on the Clipper website, and Special Conditions Regarding Personally Identifiable Information, incorporated into the Clipper Operating Rules applicable to MTC and Clipper Operators, which are passed along to all Clipper contractors. Such efforts embody privacy protections at least as strict as Chapter 12M.

6. Payment Card Industry (PCI) Requirements. MTC, as Contracting Agency, shall to the extent applicable comply with, and require its contractors and service providers to comply with, current Payment Card Industry (PCI) standards, including the then in effect Payment Application Data Security Standard (PA-DSS), or the Software Security Framework (SSF), which includes the Secure Software Standard and the Secure Software Lifecycle (Secure SLC) Standard. PCI DSS standards apply to all system components, people, and processes that store, process, and transmit cardholder data, including any system components, people, and processes that could impact the security of the Cardholder Data Environment. Current compliant PCI attestations of compliance and PCI audits then in effect shall be provided to SFMTA upon request.

Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

Appendix F

Notices

AGENDA

ITEM 9

STAFF REPORT

SUBJECT: Long Range Transit Plan Board Workshop

FROM: Tony McCaulay, Director of Planning & Marketing

DATE: October 3, 2022

Action

Finalize the date and time for the Long-Range Transit Plan Board Workshop.

Background

In 2019, the Board approved the award of a contract with Nelson\Nygaard Consulting Associates, Inc., for the development of LAVTA's Short-Range and Long-Range Transit Plans (SRTP and LRTP). The SRTP has a 5-year horizon (2022-2027) while the LRTP has a 20-year horizon (2022-2047). The LAVTA Board approved the SRTP in June 2022 and work has begun on the LRTP.

Discussion

Our consulting team from Nelson\Nygaard would like to conduct a LAVTA Board Workshop during the week of October 23 to guide the development of our 20-year LRTP. Key elements to be covered in the workshop include:

- How the LRTP builds on our adopted SRTP with longer term improvements
- A discussion of LAVTA's vision for the future
- A discussion of transit design and service tradeoffs
- Organizational goals and values

To speed the process of finalizing the most preferred date and time for the workshop, please click on this link to a Doodle Poll to indicate the dates and times you would be available:

<https://doodle.com/meeting/participate/id/bmQWg4rb>

NOTE: The proposed Monday time would immediately precede the Projects and Services Committee. The workshop will be conducted via Zoom.

Recommendation

Finalize the date and time for the Long-Range Transit Plan Board Workshop.

Approved: _____

AGENDA

ITEM 10

INTERIM EXECUTIVE DIRECTOR'S REPORT

October 2022

Ridership

Through the first three weeks of September, average weekday ridership was approximately 4,500, which is just over 30 percent higher than a year ago. The triple digit temperatures during the week of Labor likely impacted our numbers a bit. The biggest service related incident of the month was the unanticipated change to our service to Dublin High School during that week. On Tuesday, the electricity at the school went out and we were asked to move up our departures for our afternoon trips by about four hours. DUSD also decided to have early dismissals the remainder of the week, which resulted in our scrambling to find 12 bus operators to provide that service each day. Kudos to our Operations team for pulling that off.

SAV

The SAV has an item on the agenda that will update the Board on the status of this project.

Parking Garage

Last week the Alameda County Board of Supervisors voted to extend the agreement between the County and LAVTA until March 2025 this will allow the County to direct their contractor to begin working on the project. This week we received the contract extension that gives the County until March 2025 to expend the \$20,000,000. Additionally, at the request of Supervisor Haubert we will be having a ground-breaking ceremony at the end of October.

Attachments:

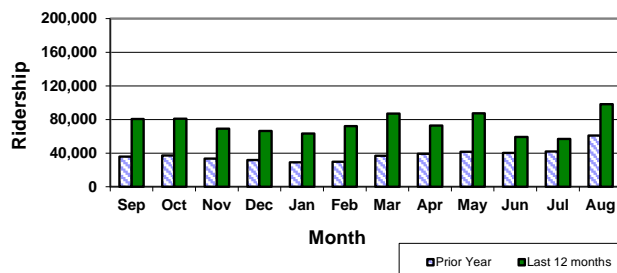
1. Board Statistics August 2022
2. FY23 Upcoming Items

Monthly Summary Statistics for Wheels August 2022

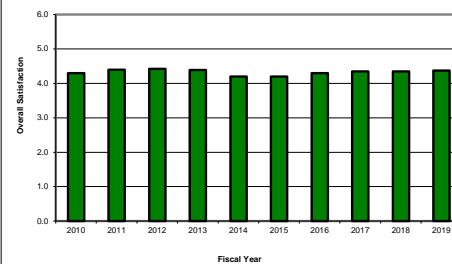
FIXED ROUTE

	August 2022			% change from one year ago		
Total Ridership FY 2022 To Date	155,090			51.1%		
Total Ridership For Month	98,138			61.3%		
Fully Allocated Cost per Passenger	\$10.66			-44.6%		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Average Daily Ridership	3,847	1,305	1,110	59.6%	36.8%	38.8%
Passengers Per Hour	13.6	8.8	7.6	86.6%	36.9%	39.3%
	August 2022			% change from last month		
On Time Performance	90.9%			-0.9%		

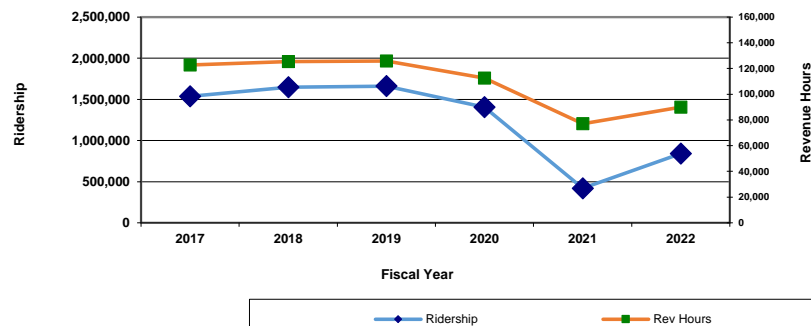
**Monthly Unlinked Boardings
Last 24 Months**



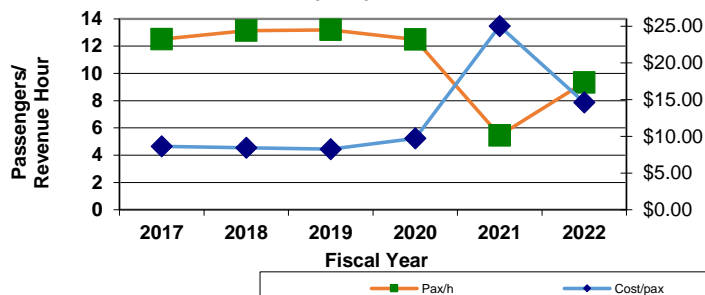
**Historical Customer Service Survey
Results**



**Annual Unlinked Boardings and Revenue Hours
FY2017-2022**



**Full Cost Per Passenger and Passenger Per Hour
FY2017-2022**



Monthly Summary Statistics for Wheels

August 2022

PARATRANSIT

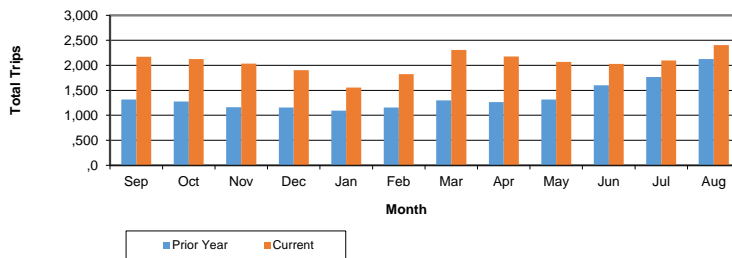
General Statistics	August 2022	% Change from last year	Year to Date
Total Monthly Passengers	2,406	13.2%	4,503
Average Passengers Per Hour	2.09	29.0%	2.05
On Time Performance	88.9%	-7.3%	92%
Cost per Trip	\$54.09	-2.2%	56.91
Number of Paratransit Assessments	0	n/a	0
Avg. wait time for reservation calls (in minutes)	0:02:59	n/a	0:02:22

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

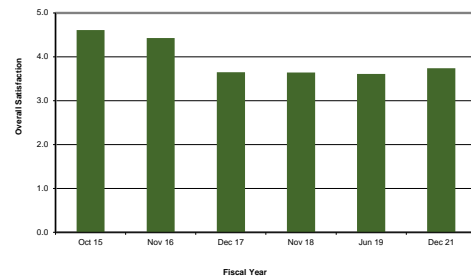
and doctor's verification until the in-person assessments can be resumed.

Missed Services Summary	August 2022	Year to Date
1st Sanction - Phone Call	0	0
2nd Sanction - Written Letter	0	0
3rd Sanction - 15 Day Suspension	0	0
4th Sanction - 30 Day Suspension	0	0
5th Sanction - 60 Day Suspension	0	0
6th Sanction - 90 Day Suspension	0	0

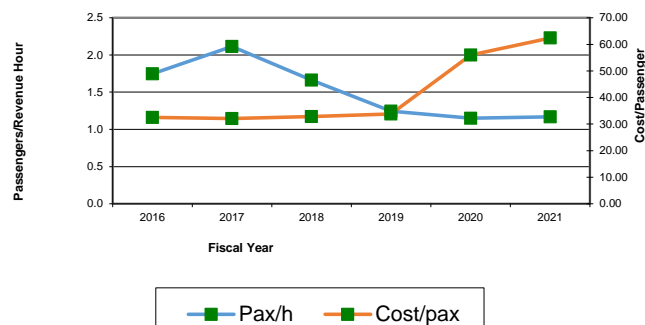
Paratransit Monthly Unlinked Boardings



Historical Customer Service Survey Results



Paratransit Full Cost Per Passenger and Average Passengers Per Hour FY2016-2021

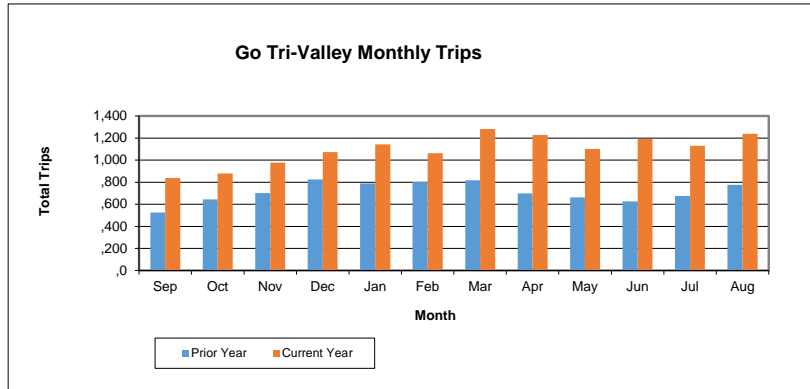


Monthly Summary Statistics for Wheels

August 2022

GO TRI-VALLEY

General Statistics	August 2022	% Change from last year	Year to Date
Total Monthly Passengers	1,238	59.7%	2,367
Subsidy Cost/Trip	\$ 4.80	n/a	4.77



Monthly Summary Statistics for Wheels
August 2022

SAFETY								
ACCIDENT DATA	August 2022				Fiscal Year to Date			
	Fixed Route		Paratransit		Fixed Route		Paratransit	
Total	0		0		0		0	
Preventable	0		0		0			
Non-Preventable	0		0		0			
Physical Damage								
Major	0		0		0		0	
Minor	0		0		0			
Bodily Injury								
Yes	0		0		0		0	
No	0		0		0			
MONTHLY CLAIMS ACTIVITY	Totals							
Amount Paid								
This Month	\$0.00							
To Date This Fiscal Year	\$0.00							
Budget	\$100,000.00							
% Expended	0%							
CUSTOMER SERVICE - ADMINISTRATION								
CATEGORY	Number of Requests							
	August 2022	Year To Date						
Praise	1	2						
Bus Stop	1	2						
Incident	0	0						
Trip Planning	0	0						
Fares/Tickets/Passes	3	3						
Route/Schedule Planning	30	40						
Marketing/Website	3	3						
ADA	0	1						
COVID Inquiries	0	2						
Lost/Found	0	0						
TOTAL	38	53						
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	1	0	0	4	0	0	0	0
Safety	0	2	1	1	0	0	2	0
Driver/Dispatch Discourtesy	2	1	0	2	0	0	0	0
Early	2	0	0	2	0	0	0	0
Late	2	0	0	3	0	0	0	1
No Show	1	0	0	1	0	0	0	0
Incident	0	1	0	0	0	0	0	0
Driver/Dispatch Training	1	0	1	1	0	0	0	1
Maintenance	0	0	0	0	0	0	0	0
Bypass	7	6	1	9	0	0	0	0
TOTAL COMPLAINTS	15	10	3	19	0	0	2	2
Valid Complaints								
Per 10,000 riders	1.53							
Per 1,000 riders					0.00			

LAVTA COMMITTEE ITEMS - October 2022 -February 2023

Finance & Administration Committee

October

	Action	Info
Minutes	X	
Treasurers Report	X	
Annual Comprehensive Financial Report (ACFR)	X	
TDA Triennial Audit (last in '19)	X	
Pension Liability Assessment		X

November

	Action	Info
Minutes	X	
Treasurers Report	X	

December

	Action	
Minutes	X	
Treasurers Report	X	
*Typically December committee meetings are cancelled		

January

	Action	Info
Minutes	X	
Treasurers Report	X	
Draft 2023 Legislative Program	X	

February

	Action	Info
Minutes	X	
Treasurers Report	X	

LAVTA COMMITTEE ITEMS - October 2022 -February 2023

Projects & Services Committee

October

Minutes

Winter Service Changes (effective February)

Action

X

Info

X

November

Minutes

Action

X

Info

December

Minutes

*Typically December committee meetings are cancelled

Action

X

Info

January

Minutes

DAR Customer Satisfaction Survey

Action

X

Info

X

February

Minutes

Action

X

Info