

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

BOARD OF DIRECTORS MEETING

DATE: July 1, 2024

PLACE: LAVTA Offices, Diana Lauterbach Room,
1362 Rutan Court, Suite 100, Livermore, CA

TIME: 4:00pm

TELECONFERENCE LOCATIONS

Scott Haggerty Heritage House
4501 Pleasanton Avenue
Pleasanton CA. 94566

BOARD MEMBERS

EVAN BRANNING – CHAIR
KARLA BROWN
DAVID HAUBERT
MICHAEL McCORRISTON

JULIE TESTA – VICE CHAIR
JEAN JOSEY
BRITTNI KICK

Agenda Questions: Please call the Front Desk at (925) 455-7555 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 Executive Director during normal business hours if you require access to any such documents.

MEETING PROCEDURE

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

We encourage members of the public to access the meeting online using the web-video communication application, Zoom. Zoom participants will have the opportunity to speak during Public Comment. It is recommended that anyone wishing to participate in the meeting remotely complete the download process before the start of the meeting.

Public comments will also be accepted via email until 1:00 p.m. on Monday, July 1, 2024 at frontdesk@lavta.org. Please include “Public Comment BOD – 7/1/2024” 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.

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, July 1, 2024 to frontdesk@lavta.org. Please include “Public Comment BOD – 7/1/2024” and the agenda item to which your comment applies in the subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

1. Call to Order and Pledge of Allegiance

2. Roll Call of Members

3. Meeting Open to Public

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

4. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the June 3, 2024 Board of Directors meeting.

B. Treasurer's Report for May 2024

Recommendation: Staff recommends that the Board approve the LAVTA Treasurer's Report for May 2024.

C. Approval of Updated Public Transportation Agency Safety Plan

Recommendation: Staff recommends that the Board of Directors approve Resolution 23-2024 adopting the updated LAVTA Public Transportation Agency Safety Plan.

D. Update to LAVTA's Human Resource Policy

Recommendation: Staff recommends that the Board of Directors approve Resolution 16-2024 and the updated Human Resources Policy.

E. Tri-Valley Passenger Facilities Enhancement Project On-Call Task Order Contract # 2 for Project Design and Engineering

Recommendation: The Projects and Services Committee recommend that the Board of Directors approve Resolution 20-2024 to execute task order #2 with LAVTA's on-call contractor Kimley Horn and Associates, Inc., for a not-to-exceed amount of \$346,210 with a contingency amount of \$34,621 (10%) to be utilized at the discretion of the Executive Director.

F. **No Cost/Reduced Cost Interagency Transfer Pilot MOU**

Recommendation: The Projects and Services Committee recommend the Board of Directors authorize the Executive Director to sign the No Cost/Reduced Cost Interagency Transfer Pilot MOU with MTC

5. **Resolution of the Board of Directors Appreciating the Services of Melissa Hernandez**

Recommendation: Staff recommends that the Board of Directors adopt Resolution 21-2024 appreciating the service of former Dublin Mayor Melissa Hernandez.

6. **Award of On-Call Task Order #4: Hydrogen Fueling Station and Hydrogen Fuel-Cell Bus Deployment Project Management and Technical Consulting**

Recommendation: The Projects and Services Committee recommend that the Board of Directors approve Resolution 19-2024, authorizing the Executive Director to execute on-call task order #4 with CTE for Hydrogen Fueling Station and Fuel Cell Electric Bus Deployment Project Management and Technical Consulting services.

7. **Establishing Standing Committees and Memberships**

Recommendation: Staff recommends the Board confirm and approve Resolution 22-2024, establishing standing committees, memberships, and officers.

8. **Appointment of LAVTA Board Member to Innovate 680 Policy Advisory Committee**

Recommendation: Staff recommends the Board appoint LAVTA Board Member Jean Josey as member to the Innovate 680 Policy Advisory Committee.

9. **Executive Director's Report**

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

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

11. **Next Meeting Date is Scheduled for: September 9, 2024**

12. **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

6/27/2024

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 4A

MINUTES OF THE JUNE 3, 2024 LAVTA BOARD OF DIRECTORS MEETING

1. Call to Order and Pledge of Allegiance

The meeting was called to order by Chair Melissa Hernandez at 4:04pm.

2. Roll Call of Members

Members Present

Evan Branning – City of Livermore

David Haubert – County of Alameda

Jean Josey – City of Dublin

John Marchand – City of Livermore, Alternate

Karla Brown – City of Pleasanton

Julie Testa – City of Pleasanton

Melissa Hernandez – City of Dublin

3. Meeting Open to Public

Public comments by email were received from Steven Dunbar. He provided feedback, concerns, and options regarding the dairy and detour in Pleasanton. He noted that staff are beginning to install noise reduction devices on our existing buses to reduce the air noise and hopes this may help reduce negative impacts for any of the rerouting options he listed. The public comment was sent to the Board of Directors and posted to our website.

4. May Tri-Valley Accessible Advisory Committee Minutes

Herb Hastings, Chair Pro Tem of the Tri-Valley Accessible Advisory Committee (TAAC) reported on the minutes of the May 1, 2024 TAAC meeting. Discussed at the meeting were TAAC recruitments, establishing meeting dates for FY25, and service updates and concerns. An invitation was extended to any Board of Director that would like to attend the TAAC meetings remotely.

5. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the May 6, 2024 Board of Directors meeting.

B. Treasurer's Report for April 2024

The Board of Directors approved the LAVTA Treasurer's Report for April 2024.

D. LAVTA Annual Salary Band Review

The Board of Directors approved Resolution 15-2024 adjusting the salary bands for LAVTA positions.

E. Adoption of Updated Conflict of Interest Code

The Board of Directors approved Resolution 17-2024 and the Conflict of Interest Code,

including revised Appendix of Designated Officials and Employees.

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

The Board of Directors adopted Resolution 18-2024 reauthorizing investment of LAVTA monies in LAIF.

G TAAC Recruitment for Terms Starting FY 2024/2025

The Board of Directors ratified the Tri-Valley Accessible Advisory Committee (TAAC) appointments for terms starting on July 1, 2024, as follows:

- Shawn Costello, City of Dublin, Member
- Sue Tuite, City of Dublin, Alternate
- Judith LaMarre, City of Livermore, Member
- Kyra Aasen, City of Livermore, Member
- Carmen Rivera-Hendrickson, City of Pleasanton, Member
- Herb Hastings, Alameda County, Member
- Jamie Renton, Social Services, Member
- Amy Mauldin, Social Services, Member

Only Agenda items A-B and D-G were part of the motion.

Motion/Second: Josey/Branning

Aye: Brown, Josey, Testa, Branning, Haubert, Hernandez

No: None

Abstain: Marchand

Absent: None

C. Update to LAVTA's Human Resource Policies

Multiple Board members requested further discussion, due to comments and requests. Among the comments and questions from Board members were questions related to time off to vote, acting pay, definition of a designated person, bereavement leave, as well as various grammatical errors. Staff informed that they would discuss comments and requests with legal and make appropriate adjustments, as directed.

The Board of Directors did not approve Resolution 16-2024 and the updated Human Resources Policy. The Board of Directors requested the revisions be made and the agenda item be brought back to the Board for review.

6. Regional Transportation Revenue Measure (SB 1031) Update

Executive Director Christy Wegener informed the Board of Directors that Senate Bill (SB) 1031 has been pulled by the authors. LAVTA's state advocates Eric Thronson and Andres Ramirez from Townsend Public Affairs, Inc. assisted in further information and answering Board of Director questions.

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

Informational only.

7. Election of LAVTA Chair and Vice Chair

The Board nominated and elected a LAVTA Board Chair and Vice Chair for FY25 in accordance with the agency's bylaws.

A motion was made by Alternate Director John Marchand to nominate Evan Branning as the LAVTA Board Chair and Julie Testa as the LAVTA Board Vice Chair for FY 2025:

Motion/Second: Marchand/Hernandez

Aye: Brown, Josey, Testa, Branning, Haubert, Hernandez, Marchand

No: None

Abstain: None

Absent: None

8. Executive Director's Report

Executive Director Christy Wegener provided a brief overview of the Report that was included in the packet. Wegener reported that LAVTA is seeing weekday ridership increase by 20% post Wheels in Motion service change. The weekend Rapid lines, 10R and 30R are up by 30% and 23% year over year. LAVTA is working with the City of Pleasanton on a Meadowlark Dairy detour starting on June 3rd.

Public Comment was opened by Chair Melissa Hernandez.

Herb Hastings suggested a detour at a specific bus stop across from Delucci Park versus going two blocks further for the Dairy detour and stated he wanted to speak offline. Executive Director Christy Wegener noted that the bus stop concrete pad requires an extension and removal of trees.

Executive Director Christy Wegener announced the upcoming Dublin Transit Center ribbon cutting will be on June 13th and the Youth Ride Free Summer promotion kicked off. Also noted was the Transit App usage increased considerably since April 2023. Wegener also gave updates on grants, procurements and upcoming conferences.

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

9. Matters Initiated by the Board of Directors

Alternate Director John Marchand commented on his trip to Washington, D.C. and the great advocacy that could translate to additional funding.

10. Next Meeting Date is Scheduled for: July 1, 2024

Chair Melissa Hernandez provided a farewell and thanked everyone on the Board of Directors. She was honored to work with everyone for many years.

11. Adjournment

Meeting adjourned at 5:02pm

AGENDA

ITEM 4B

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for May 2024

FROM: Tamara Edwards, Director of Finance

DATE: July 1, 2024

Action Requested

Review and approve the LAVTA Treasurer's Report for May 2024.

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 May 1, 2024	\$9,903,897.42
Payments made	\$2,165,347.44
Deposits made	\$1,113,868.55
Transfer from Farebox Account	\$300,000.00
Ending balance May 31, 2024	\$9,152,418.53

Farebox account activity (106):

Beginning balance May 1, 2024	\$291,731.74
Deposits made	\$166,024.24
Transfer to General Checking	\$300,000.00
Ending balance May 31, 2024	\$157,754.24

LAIF investment account activity (135):

Beginning balance May 1, 2024	\$11,634,090.26
Ending balance May 31, 2024	\$11,634,090.26

Operating Expenditures Summary:

As this is the eleventh 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 91.7%. The agency is at 78.84% overall.

Operating Revenues Summary:

While expenses are at 78.84%, revenues are at 82.3%, providing for a healthy cash flow.

Recommendation

Staff recommends that the Board approve the LAVTA Treasurer's Report for May 2024.

Attachments:

1. May 2024 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
May 31, 2024**

ASSETS:

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	9,152,418	
106 CASH - FIXED ROUTE ACCOUNT	157,754	
107 Clipper Cash	676,716	
108 Rail	0	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	733,978	
135 INVESTMENTS - LAIF	11,634,090	
13599 INVESTMENTS - LAIF Mark to Market	(171,358)	
150 PREPAID EXPENSES	251,154	
160 OPEB ASSET	(300,685)	
165 DEFFERED OUTFLOW-Pension Related	873,906	
166 DEFFERED OUTFLOW-OPEB	711,036	
170 INVESTMENTS HELD AT CALTIP	0	
175 CEPPT RESTRICTED INVESTMENTS	92,358	
111 NET PROPERTY COSTS	67,977,108	
TOTAL ASSETS		91,788,961

LIABILITIES:

205 ACCOUNTS PAYABLE	161,703	
211 PRE-PAID REVENUE	2,072,045	
21101 Clipper to be distributed	545,053	
22000 FEDERAL INCOME TAXES PAYABLE	0	
22010 STATE INCOME TAX	20	
22020 FICA MEDICARE	(31)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	(1)	
22030 SDI TAXES PAYABLE	13	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	1,380	
22090 WORKERS' COMPENSATION PAYABLE	92,865	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
23101 Net Pension Liability	1,658,554	
23105 Deferred Inflow- OPEB Related	197,986	
23104 Deferred Inflow- Pension Related	74,719	
23103 INSURANCE CLAIMS PAYABLE	16,050	
23102 UNEMPLOYMENT RESERVE	8,300	
TOTAL LIABILITIES		4,828,654

FUND BALANCE:

301 FUND RESERVE	42,062,798	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	32,164,157	
30401 SALE OF BUSES & EQUIPMENT	86,871	
FUND BALANCE	12,646,482	
TOTAL FUND BALANCE		86,960,307
TOTAL LIABILITIES & FUND BALANCE		91,788,961

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
May 31, 2024**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,083,270	173,737	1,183,993	(100,723)	109.3%
4020000	Business Park Revenues	226,476	145,609	324,961	(98,485)	143.5%
4020500	Special Contract Fares	369,618	0	144,412	225,206	39.1%
4020500	Special Contract Fares - Paratransit	36,000	3,080	25,853	10,148	71.8%
4010200	Paratransit Passenger Fares	172,500	7,369	104,327	68,173	60.5%
4060100	Concessions	111,559	1,993	17,938	93,621	16.1%
4060300	Advertising Revenue	185,000	0	185,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	150,000	0	339,337	(189,337)	226.2%
4070300	Non transportation revenue	48,000	15,058	170,756	(122,756)	355.7%
4099100	TDA Article 4.0 - Fixed Route	8,533,007	0	8,533,007	-	100.0%
4099500	TDA Article 4.0-BART	212,390	10,076	120,415	91,975	56.7%
4099200	TDA Article 4.5 - Paratransit	361,994	20,015	296,666	65,328	82.0%
4099600	Bridge Toll- RM2, RM3	409,489	0	233,874	175,615	57.1%
4099900	Other local funds	200,000	0	10,054	189,946	5.0%
4110100	STA Funds-Paratransit	148,949	0	0	148,949	0.0%
4110500	STA Funds- Fixed Route BART	450,860	0	450,860	-	100.0%
4110100	STA Funds-pop	3,946,123	0	1,329,704	2,616,419	33.7%
4110100	STA Funds- rev	499,413	0	0	499,413	0.0%
4110100	STA Funds- Lifeline	57,331	0	0	57,331	0.0%
4130000	FTA Section	4,355,371	0	4,355,371	-	100.0%
4130000	FTA Section 5307 ADA Paratransit	558,463	0	552,153	6,310	98.9%
4640500	Measure BB Paratransit Funds-GAP	1	2,661	14,312	(14,311)	1431206.0%
4640200	Measure BB Paratransit Funds-Fixed Route	1,603,800	164,094	1,373,853	229,947	85.7%
4640200	Measure BB Paratransit Funds-Paratransit	1,099,572	78,689	658,812	440,760	59.9%
RAIL		0	0	0		
TOTAL REVENUE		24,819,186	622,380	20,425,657	4,393,529	82.3%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
May 31, 2024**

		BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02	Salaries and Wages	\$2,016,060	\$197,850	\$1,638,286	\$377,774	81.26%
502 00	Personnel Benefits	\$1,443,006	\$69,425	\$1,330,927	\$112,079	92.23%
503 00	Professional Services	\$1,315,063	\$82,272	\$757,668	\$557,395	57.61%
503 05	Non-Vehicle Maintenance	\$1,093,201	\$62,373	\$805,044	\$288,157	73.64%
503 99	Communications	\$7,001	\$154	\$962	\$6,039	13.74%
504 01	Fuel and Lubricants	\$2,048,500	\$121,098	\$1,161,873	\$886,627	56.72%
504 03	Non contracted vehicle maintenance	\$14,501	\$0	\$5,181	\$9,320	35.73%
504 99	Office/Operating Supplies	\$90,659	\$3,830	\$26,543	\$64,116	29.28%
504 99	Printing	\$60,000	\$0	\$42,908	\$17,092	71.51%
505 00	Utilities	\$349,469	\$39,276	\$346,220	\$3,249	99.07%
506 00	Insurance	\$526,038	(\$7,245)	\$655,132	(\$129,094)	124.54%
507 99	Taxes and Fees	\$111,868	\$12,559	\$120,917	(\$9,049)	108.09%
508 01	Purchased Transportation Fixed Route	\$12,466,373	\$1,008,682	\$10,704,989	\$1,761,384	85.87%
2-508 02	Purchased Transportation Paratransit	\$2,518,594	\$157,761	\$1,407,860	\$1,110,734	55.90%
508 03	Purchased Transportation WOD	\$115,300	\$17,063	\$205,467	(\$90,167)	178.20%
508 03	Purchased Transportation SAV	\$1	\$0	\$0	\$1	0.00%
509 00	Miscellaneous	\$170,061	(\$25,844)	\$72,498	\$97,563	42.63%
509 02	Professional Development	\$143,500	\$4,136	\$60,797	\$82,704	42.37%
509 08	Advertising	\$130,000	\$1,498	\$65,802	\$64,198	50.62%
TOTAL		\$24,619,195	\$1,744,888	\$19,409,072	\$5,210,123	78.84%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
May 31, 2024

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
4090594	TDA (office and facility equip)	237,000	188,835	188,835	48,165	79.68%
4090194	TDA Shop repairs and replacement	294,900	0	0	294,900	0.00%
4091094	TDA Transit Center Improvements	200,000	7,000	7,000	193,000	3.50%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
409xx	TDA Rutan upgrades	250,000	0	0		
409xx	TDA vehicle repairs	964,752	0	0		
4092094	TDA (Major component rehab)	-	224,036	224,036	(224,036)	100.00%
4090394	TDA Doolan Tower Upgrade	-	98,484	98,484	(98,484)	100.00%
4091794	TDA bus stops	908,909	0	0	908,909	0.00%
4090994	TDA buses 2022	-	125	125	(125)	100.00%
4090994	TDA Buses 2025	-	0	0	0	#DIV/0!
4090294	TDA Atlantis	1,600,000	19,650	19,650	1,580,350	1.23%
40901	TFCA Atlantis		0	0	0	#DIV/0!
409xx94	Non-Revenue Vehicle	100,000	0	0	100,000	0.00%
4091796	RM2 bus stops		0	0	0	#DIV/0!
4111700	SGR shelters and stops		0	0	0	#DIV/0!
4110900	State Buses 2025		0	0	0	#DIV/0!
4110500	Prop 1B office and facility		0	0	0	#DIV/0!
41120	SGR battery packs	61,126	0	0	61,126	0.00%
41110	SGR Transit Center		0	0	0	#DIV/0!
41118	Dublin Parking garage	15,500,000	0	8,097,750	7,402,250	52.24%
411xx	State Rutan retrofit	900,000	0	0	900,000	0.00%
41102	State Atlantis	625,776	0	0	625,776	0.00%
41309	FTA Buses 2025		0	0	0	#DIV/0!
413xx	FTA engines	212,180	0	0	212,180	0.00%
41311	FTA bus stops		0	0	0	#DIV/0!
413xx	SAV infrastructure		0	38,461	(38,461)	#DIV/0!
41302	FTA Atlantis fueling	6,671,250	0	0	6,671,250	0.00%
413xx	FTA Rutan Retrofit	500,000	0	0	500,000	0.00%
41320	FTA Hybrid battery packs		0	0	0	#DIV/0!
41310	FTA Transit Center	420,000	0	0	420,000	0.00%
TOTAL REVENUE		29,545,893	538,130	8,674,341	19,656,800	29.36%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
FOR THE PERIOD ENDING:
May 31, 2024

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550207	Atlantis Facility	8,997,026	0	19,650	8,977,376	0.22%
5550107	Shop Repairs and replacement	294,900	0	0	294,900	0.00%
5551607	SAV		0	0	0	#DIV/0!
5552307	Buses 2022		0	0	0	#DIV/0!
555xx07	Buses 2025		0	0	0	#DIV/0!
5550507	Office and Facility Equipment	237,000	0	188,835	48,165	79.68%
5551007	Transit Center Upgrades and Improvements	620,000	0	7,000	613,000	1.13%
555xx07	Rutan Retrofit	1,650,000	0			
5551207	Doolan Tower upgrade	1	0	98,484	(98,483)	9848352.00%
5551807	Dublin Parking Garage	15,500,000	0	8,312,223	7,187,777	53.63%
5551707	Bus Shelters and Stops	908,909	0	0	908,909	0.00%
5552007	Major component rehab	1,238,058	0	273,937	964,121	22.13%
555??07	Transit Capital	100,000	2,304	2,429	97,571	2.43%
TOTAL CAPITAL EXPENDITURES		29,545,894	2,304	8,902,557	18,993,337	30.13%
FUND BALANCE (CAPITAL)		-1.00	535,826	(228,216)		
FUND BALANCE (CAPTIAL & OPERATING)		199,688.00	(579,701)	776,870		

California State Treasurer
Fiona Ma, CPA



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

June 11, 2024

[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

May 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,634,090.16
Total Withdrawal:	0.00	Ending Balance:	11,634,090.16

REPORT.: Jun 12 24 Wednesday
RUN...: Jun 12 24 Time: 16:51
Run By.: Daniel Zepeda

LAVTA
Month End Cash Disbursements Report
Prior Period Report for 05-24 BANK ACCOUNT 105

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

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-24	024309	05/15/24	ECP01 (EVELYN CHRISTENA PEREA)		296.00	.00	296.00	Automatic Generated Check
	024310	05/15/24	FED01 (FedEx)		15.61	.00	15.61	Automatic Generated Check
	024311	05/15/24	IND01 (THE INDEPENDENT)		675.00	.00	675.00	Automatic Generated Check
	024312	05/15/24	JTH01 (J. THAYER COMPANY)		348.02	.00	348.02	Automatic Generated Check
	024313	05/15/24	MET01 (METROPOLITAN TRANSPORT-)		1,365.39	.00	1,365.39	Automatic Generated Check
	024314	05/15/24	OFF01 (ODP BUSINESS SOLUTIONS LLC)		28.97	.00	28.97	Automatic Generated Check
	024315	05/15/24	TRA12 (TRAPEZE SOFTWARE GROUP INC)		46,091.00	.00	46,091.00	Automatic Generated Check
	024316	05/23/24	AME02 (APTA)		20,000.00	.00	20,000.00	Automatic Generated Check
	024317	05/23/24	ATT02 (AT&T)		385.38	.00	385.38	Automatic Generated Check
	024318	05/23/24	AVI01 (AMADOR VALLEY INDUSTRIES)		626.99	.00	626.99	Automatic Generated Check
	024319	05/23/24	CAL13 (CALIFORNIA TRANSIT)		466.38	.00	466.38	Automatic Generated Check
	024320	05/23/24	DIR01 (DIRECT TV)		30.25	.00	30.25	Automatic Generated Check
	024321	05/23/24	ITD01 (ALAMEDA CO. ITD / REGISTRAR		2,303.87	.00	2,303.87	Automatic Generated Check
	024322	05/23/24	MAZ01 (MAZE & ASSOCIATES)		11,450.00	.00	11,450.00	Automatic Generated Check
	024323	05/23/24	MET01 (METROPOLITAN TRANSPORT-)		19,462.49	.00	19,462.49	Automatic Generated Check
	024324	05/23/24	TEN03 (TENNANT SALES AND SERVICE)		359.20	.00	359.20	Automatic Generated Check
	024325	05/23/24	VON01 (TRAPEZE SOFTWARE GROUP INC)		164,863.00	.00	164,863.00	Automatic Generated Check
	024326	05/23/24	WCC01 (WEST COAST COMPRESSOR)		577.50	.00	577.50	Automatic Generated Check
	H14258	05/03/24	MER01 (MERCHANT SERVICES)		910.51	.00	910.51	MER01,TC043024,APR-24 TC
	H14259	05/03/24	AIM01 (AIM TO PLEASE JANITORIAL SER		6,592.07	.00	6,592.07	AIM01,105APR-24,APRIL-24
	H14260	05/03/24	AIM01 (AIM TO PLEASE JANITORIAL SER		6,800.00	.00	6,800.00	AIM01,1121,APRIL-24 BUS S
	H14261	05/03/24	CAL10 (CALIFORNIA STATE DISBURSEMEN		455.53	.00	455.53	CAL10,20240426,4/13-4/26/
	H14262	05/03/24	DAY02 (DAY & NITE PEST CONTROL)		218.00	.00	218.00	DAY02,192176,4/15/24 PEST
	H14263	05/03/24	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		43,118.02	.00	43,118.02	DIR02,20240426,4/13-4/26/
	H14264	05/03/24	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		761.24	.00	761.24	DIR02,20240430B,4/1-4/30/
	H14265	05/03/24	EFT01 (ELECTRONIC FUND TRANFERS)		10,978.90	.00	10,978.90	EFT01,20240426,4/13-4/26/
	H14266	05/03/24	EFT01 (ELECTRONIC FUND TRANFERS)		466.47	.00	466.47	EFT01,20240430B,4/1-4/30/
	H14267	05/03/24	EMP01 (EMPLOYMENT DEVEL DEPT)		3,823.32	.00	3,823.32	EMP01,20240426,4/13-24-4/
	H14268	05/03/24	EMP01 (EMPLOYMENT DEVEL DEPT)		49.70	.00	49.70	EMP01,20240430B,4/1-24-4/
	H14269	05/03/24	GGA01 (GOGOVAPPS INC.)		3,648.00	.00	3,648.00	GGA01,24-180,GO REQUEST C
	H14270	05/03/24	HDE01 (HOME DEPOT-CREDIT SERVICES)		277.31	.00	277.31	HDE01,APR-2024,APR-24 MIS
	H14271	05/03/24	L&D01 (L&D PRINTING INC)		326.19	.00	326.19	L&D01,54652,MP2008 1000 H
	H14272	05/03/24	MAR07 (DAVID MARK)		150.52	.00	150.52	MAR07,04290430T,4/29-4/30
	H14273	05/03/24	MER01 (MERCHANT SERVICES)		80.96	.00	80.96	MER01,MOA043024,APR-24 MO
	H14274	05/03/24	MUT01 (MUTUAL OF OMAHA)		1,140.28	.00	1,140.28	MUT01,MAY-2024,MAY-24 MUT
	H14276	05/03/24	PAC11 (PACIFIC ENVIRONMENTAL SERVIC		130.00	.00	130.00	PAC11,2760,4/12/24 ATLANT
	H14277	05/03/24	PER01 (PERS)		5,137.24	.00	5,137.24	PER01,20240426C,4/13-4/26
	H14278	05/03/24	PER01 (PERS)		5,946.69	.00	5,946.69	PER01,20240426N,4/13-24-4
	H14279	05/03/24	PER04 (CALPERS RETIREMENT SYSTEM)		2,846.93	.00	2,846.93	PER04,20240426,4/13-4/26/
	H14280	05/03/24	RMT01 (RMT LANDSCAPE CONTRACTORS IN		9,845.00	.00	9,845.00	RMT01,20240448,4/10-5/9/2
	H14281	05/03/24	RMT01 (RMT LANDSCAPE CONTRACTORS IN		3,160.00	.00	3,160.00	RMT01,20240457,BACKFLOW D
	H14282	05/13/24	STA01 (STATE COMPENSATION FUND)		1,091.33	.00	1,091.33	STA01, APR-24 WORKER'S CO
	H14283	05/13/24	TOB01 (MICHAEL TOBIN)		123.38	.00	123.38	TOB01, 4/27/24 PARKING EX
	H14284	05/13/24	VER01 (VERIZON WIRELESS)		1,699.05	.00	1,699.05	VER01, 962348048, 3/23-4/
	H14285	05/03/24	MVT01 (MV TRANSPORTATION, INC.)		143,212.24	.00	143,212.24	MVT01,MAR-2024,MAR-24 FIX
	H14286	05/03/24	AIR02 (AIRESPRING)		3,571.00	.00	3,571.00	AIR02,184115255,5/1-5/31/
	H14287	05/13/24	TEL01 (TPx COMMUNICATIONS)		2,499.26	.00	2,499.26	TEL01, 178995535, 5/1/24-
	H14288	05/03/24	PAC11 (PACIFIC ENVIRONMENTAL SERVIC		130.00	.00	130.00	PAC11,2759,4/12/24 RUTAN
	H14289	05/15/24	CCL01 (CARPI & CLAY INC)		4,500.00	.00	4,500.00	CCL01, 24-04LAVTA, PO 786
	H14290	05/15/24	COR01 (CORBIN WILLITS SYSTEMS)		175.00	.00	175.00	COR01, C40430, RAIL BILL
	H14291	05/15/24	EPI01 (EPIQ EDISCOVERY SOLUTIONS IN		350.00	.00	350.00	EPI01, 90850504, APR-24 M
	H14292	05/15/24	JTC01 (JOSEPH TATING CONSULTING SER		2,175.00	.00	2,175.00	JTC01, 2024-3, MP2015 APT
	H14293	05/15/24	LYF01 (LYFT, INC)		8,222.94	.00	8,222.94	LYF01, 1136179, 4/1/24-4/
	H14294	05/15/24	LYF01 (LYFT, INC)		208.97	.00	208.97	LYF01, 1136180, 4/1/24-4/
	H14295	05/15/24	MMD01 (MEGHAN MAHLER DESIGN)		2,800.00	.00	2,800.00	MMD01, 2024/5-1, MP1941 W
	H14296	05/15/24	PEX01 (PEX CARD)		5,000.00	.00	5,000.00	PEX01, 5/9/24 PEX CARDS A
	H14297	05/15/24	POL01 (POLITICO GROUP INC)		2,500.00	.00	2,500.00	POL01, APR-24 STATE ADVOC
	H14298	05/15/24	RMT01 (RMT LANDSCAPE CONTRACTORS IN		1,600.00	.00	1,600.00	RMT01, 20240555, 5/6/24 T
	H14299	05/15/24	SEF01 (SEFAC INC)		1,708.58	.00	1,708.58	SEF01, 17115797, ANNUAL S
	H14300	05/15/24	SHA02 (SHAMROCK OFFICE SOLUTIONS)		15.45	.00	15.45	SHA02, 4063428, 4/30/24-5
	H14301	05/15/24	SHE05 (SHELL)		61.75	.00	61.75	SHE05, APR-24 CC STATEMEN
	H14302	05/15/24	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	SOL01, 24-0505LAVTA, APR-
	H14303	05/15/24	TAX01 (HERB HASTINGS)		72.68	.00	72.68	TAX01, PARATAXI REIMBURSE
	H14304	05/15/24	TPA01 (TOWNSEND PUBLIC AFFAIRS INC)		6,000.00	.00	6,000.00	TPA01, 21646, APR-24 CONS
	H14305	05/15/24	MFC01 (DEBORAH BRANSCUM)		500.00	.00	500.00	MFC01, 2024-04, MP1944 AP
	H14306	05/22/24	SSH01 (SMARTSHEET INC)		6,930.00	.00	6,930.00	SSH01, 1814734, MP 2021 S
	H14307	05/15/24	ASM01 (AMERICAN SWEEPING & MAINTENA		617.00	.00	617.00	ASM01, 16482, APR-24 PARK
	H14308	05/22/24	CEN04 (CENTRAL CONTRA COSTA TRAN		4,343.96	.00	4,343.96	CEN04, OSLV-0324, MAR-24
	H14309	05/22/24	CEN04 (CENTRAL CONTRA COSTA TRAN		4,281.39	.00	4,281.39	CEN04, OSLV-0224, FEB-24
	H14310	05/22/24	CEN04 (CENTRAL CONTRA COSTA TRAN		143,817.32	.00	143,817.32	CEN04, MAR-24 MONTHLY PAR
	H14311	05/21/24	AME06 (AMERICAN FIDELITY ASSURANCE		1,369.98	.00	1,369.98	AME06, APR-24 FLEXIBLE SP
	H14312	05/21/24	AME06 (AMERICAN FIDELITY ASSURANCE		1,127.64	.00	1,127.64	AME06, APR-24 SUPPLEMENTA
	H14313	05/21/24	CAL04 (CALIFORNIA WATER SERVICE)		113.15	.00	113.15	CAL04, 198041924, BUS WAS
	H14314	05/22/24	CAL04 (CALIFORNIA WATER SERVICE)		55.28	.00	55.28	CAL04, 257050124, TC FIRE
	H14315	05/21/24	CAL04 (CALIFORNIA WATER SERVICE)		53.22	.00	53.22	CAL04, 361050224, TC WATE
	H14316	05/22/24	CAL04 (CALIFORNIA WATER SERVICE)		73.71	.00	73.71	CAL04, 475050124, MOA FIR
	H14317	05/22/24	CAL04 (CALIFORNIA WATER SERVICE)		73.71	.00	73.71	CAL04, 575050124, CONTRAC
	H14318	05/22/24	CAL04 (CALIFORNIA WATER SERVICE)		1,421.84	.00	1,421.84	CAL04, 909041924, MOA WAT
	H14319	05/22/24	CAL10 (CALIFORNIA STATE DISBURSEMEN		455.53	.00	455.53	CAL10, 4/27/24-5/10/24 CA
	H14320	05/21/24	VOID (Reversed Check)		.00	.00	.00	Ck# H14320 Reversed
	H14321	05/22/24	CGO01 (CLEARGOV INC)		10,760.00	.00	10,760.00	CGO01, 2023-13931,CLEARGO
	H14322	05/22/24	CIT06 (CITY OF LIVERMORE SEWER)		107.75	.00	107.75	CIT06, BW041624, BUS WASH
	H14323	05/22/24	CIT06 (CITY OF LIVERMORE SEWER)		829.05	.00	829.05	CIT06, MOA041624, MOA WAT
	H14324	05/22/24	CIT07 (CITY OF LIVERMORE - WATER)		30.87	.00	30.87	CIT07, 361041624, 3/19-4/
	H14325	05/22/24	CIT07 (CITY OF LIVERMORE - WATER)		36.03	.00	36.03	CIT07, 399041624, 3/19-4/
	H14326	05/22/24	CIT07 (CITY OF LIVERMORE - WATER)		235.35	.00	235.35	CIT07, 430041624, 3/19-4/
	H14327	05/22/24	CIT07 (CITY OF LIVERMORE - WATER)		12.25	.00	12.25	CIT07, 432041624, ATLANTI
	H14328	05/22/24	DEL05 (ALLIED ADMIN/DELTA DENTAL)		1,917.00	.00	1,917.00	DEL05, JUNE-24 DELTA DENT
	H14329	05/22/24	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		45,115.88	.00	45,115.88	DIR02, PR DIRECT DEPOSIT
	H14330	05/22/24	EDW01 (TAMARA EDWARDS)		58.12	.00	58.12	EDW01, 5/17/24 EXPENSE RE
	H14331	05/22/24	EFT01 (ELECTRONIC FUND TRANFERS)		11,834.99	.00	11,834.99	EFT01, FEDERAL TAX 4/27/2
	H14332	05/22/24	EMP01 (EMPLOYMENT DEVEL DEPT)		4,108.31	.00	4,108.31	EMP01, STATE TAX 4/27/24-
	H14333	05/22/24	HAN01 (HANSON BRIDGETT MARCUS)		2,387.00	.00	2,387.00	HAN01, 1374112, MAR-24 CO
	H14334	05/22/24	HAN01 (HANSON BRIDGETT MARCUS)		2,701.50	.00	2,701.50	HAN01, 1374113, MAR-24 LA
	H14335	05/22/24	HAN01 (HANSON BRIDGETT MARCUS)		2,871.50	.00	2,871.50	HAN01, 1374114, MAR-24 AD
	H14336	05/22/24	HAN01 (HANSON BRIDGETT MARCUS)		1,671.00	.00	1,671.00	HAN01, 1376502, APR-24 CO

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LAVTA
Month End Cash Disbursements Report
Prior Period Report for 05-24 BANK ACCOUNT 105

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ID #: PY-CD
CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-24	H14337	05/22/24	HAN01 (HANSON BRIDGETT MARCUS)		9,242.50	.00	9,242.50	HAN01, 1376503, APR-24 AD
	H14338	05/22/24	LIV10 (LIVERMORE SANITATION INC)		2,728.05	.00	2,728.05	LIV10, 2248327, 4/1/24-4/
	H14339	05/22/24	MEG02 (MERRIMAC PETROLEUM INC)		26,076.25	.00	26,076.25	MEG02, 2231083, 4/25/24 F
	H14340	05/22/24	MUT01 (MUTUAL OF OMAHA)		1,140.28	.00	1,140.28	MUT01, JUNE-24 MUTUAL LTD
	H14341	05/15/24	MVT01 (MV TRANSPORTATION, INC.)		425,000.00	.00	425,000.00	MVT01, 129419, MAY-24 1ST
	H14342	05/31/24	MVT01 (MV TRANSPORTATION, INC.)		425,000.00	.00	425,000.00	MVT01, 129420, MAY-24 2ND
	H14343	05/22/24	PAC02 (PACIFIC GAS AND ELECTRIC)		8,402.11	.00	8,402.11	PAC02, 900041424, MOA GAS
	H14344	05/22/24	PER01 (PERS)		5,137.24	.00	5,137.24	PER01, PERS CLASSIC CONTR
	H14345	05/22/24	PER01 (PERS)		5,946.69	.00	5,946.69	PER01, PERS NEW CONTRIBUT
	H14346	05/22/24	PER03 (CAL PUB EMP RETIRE SYSTM)		37,147.47	.00	37,147.47	PER03, JUNE-24 PERS HEALT
	H14347	05/22/24	PER04 (CALPERS RETIREMENT SYSTEM)		2,854.15	.00	2,854.15	PER04, PERS 457 CONTRIBUT
	H14348	05/22/24	RIC03 (RICHARD MILLER)		6,375.00	.00	6,375.00	RIC03, 2024-513, PO 7628
	H14349	05/22/24	TAC01 (TAC ENERGY)		26,162.67	.00	26,162.67	TAC01, 2742433, 5/3/24 FU
	H14350	05/22/24	TAC01 (TAC ENERGY)		26,327.16	.00	26,327.16	TAC01, 2749982, 5/13/24 F
	H14351	05/22/24	TAC01 (TAC ENERGY)		25,192.58	.00	25,192.58	TAC01, 2757477, 5/17/24 F
	H14352	05/22/24	UBE01 (UBER)		8,630.93	.00	8,630.93	UBE01, APR-24 GO DUBLIN B
	H14353	05/22/24	VSP01 (VSP)		538.40	.00	538.40	VSP01, MAY-24 VSP VISION
	H14354	05/22/24	WEG01 (CHRISTY WEGENER)		138.00	.00	138.00	WEG01, 5/20/24-5/21/24 TR
	H14355	05/22/24	YEA01 (JENNIFER YEAMANS)		69.00	.00	69.00	YEA01, 5/21/24 TRAVEL PER
	H14356	05/23/24	BAN03 (BANKCARD CENTER)		14,578.54	.00	14,578.54	BAN03, APR-24 BMO CC STAT
	H14357	05/31/24	AIM01 (AIM TO PLEASE JANITORIAL SER		5,874.74	.00	5,874.74	AIM01,106MAY-24,MAY-24 MO
	H14358	05/31/24	AIM01 (AIM TO PLEASE JANITORIAL SER		6,800.00	.00	6,800.00	AIM01,1122,MAY-24 BUS STO
	H14359	05/31/24	CAL04 (CALIFORNIA WATER SERVICE)		225.02	.00	225.02	CAL04,461050224,TC IRRG 4
	H14360	05/31/24	CAL10 (CALIFORNIA STATE DISBURSEMEN		455.53	.00	455.53	CAL10,20240524,CA STATE G
	H14361	05/31/24	CIT06 (CITY OF LIVERMORE SEWER)		55.97	.00	55.97	CIT06,TC051424,TRANSIT CE
	H14362	05/31/24	CIT07 (CITY OF LIVERMORE - WATER)		128.26	.00	128.26	CIT07,388050724,BUS WASH
	H14363	05/31/24	CIT07 (CITY OF LIVERMORE - WATER)		45.87	.00	45.87	CIT07,431050724,ATLANTIS
	H14364	05/31/24	COR01 (CORBIN WILLITS SYSTEMS)		296.34	.00	296.34	COR01,C405151,JUNE-24 SER
	H14365	05/31/24	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		44,164.28	.00	44,164.28	DIR02,20240524,PR DIRECT
	H14366	05/31/24	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		487.48	.00	487.48	DIR02,20240531B,PR DIRECT
	H14368	05/31/24	EFT01 (ELECTRONIC FUND TRANFERS)		11,199.68	.00	11,199.68	EFT01,20240524,FEDERAL TA
	H14369	05/31/24	EFT01 (ELECTRONIC FUND TRANFERS)		223.66	.00	223.66	EFT01,20240531B,FEDERAL T
	H14370	05/31/24	EMP01 (EMPLOYMENT DEVEL DEPT)		3,926.36	.00	3,926.36	EMP01,20240524,STATE TAX
	H14371	05/31/24	GIL01 (GILLIG LLC)		465.03	.00	465.03	GIL01,41120099,MP1870 MUF
	H14372	05/31/24	GOV02 (GOVINVEST INC.)		9,405.00	.00	9,405.00	GOV02,2024-5435,GOVINVEST
	H14373	05/31/24	HDE01 (HOME DEPOT-CREDIT SERVICES)		176.68	.00	176.68	HDE01,MAY-2024,MAY-24 MIS
	H14374	05/31/24	MAR07 (DAVID MARK)		96.07	.00	96.07	MAR07,05-17-24,EXPENSE RE
	H14375	05/31/24	MVT01 (MV TRANSPORTATION, INC.)		120,143.04	.00	120,143.04	MVT01,APR-2024,APR-24 FIX
	H14376	05/31/24	PAC02 (PACIFIC GAS AND ELECTRIC)		13,577.33	.00	13,577.33	PAC02,580050724,MOA ELECT
	H14377	05/31/24	PAC02 (PACIFIC GAS AND ELECTRIC)		2,460.20	.00	2,460.20	PAC02,726050124,BUS STOP
	H14378	05/31/24	PAC02 (PACIFIC GAS AND ELECTRIC)		144.50	.00	144.50	PAC02,764041824,DOOLAN TW
	H14379	05/31/24	PAC02 (PACIFIC GAS AND ELECTRIC)		1,784.68	.00	1,784.68	PAC02,606050324,ATLANTIS
	H14380	05/31/24	PER01 (PERS)		5,137.24	.00	5,137.24	PER01,20240524C,PERS CLAS
	H14381	05/31/24	PER01 (PERS)		5,946.69	.00	5,946.69	PER01,20240524N,PERS NEW
	H14382	05/31/24	PER04 (CALPERS RETIREMENT SYSTEM)		2,846.93	.00	2,846.93	PER04,20240524,457 CONTRI
	H14383	05/31/24	RSE01 (R & S ERECTION)		317.50	.00	317.50	RSE01,134858GR,RUTAN GATE
	H14384	05/31/24	SWT01 (SMARTWAVE TECHNOLOGIES LLC)		22,400.00	.00	22,400.00	SWT01,154625,LAVTA WIRELE
	H14385	05/31/24	TAC01 (TAC ENERGY)		25,365.27	.00	25,365.27	TAC01,2765152,FUEL DELIVE
	H14386	05/31/24	TOB01 (MICHAEL TOBIN)		70.76	.00	70.76	TOB01,05-24-24,5/24/24 ST
Total for Bank Account 105 ----->					2,156,825.35	.00	2,156,825.35	
Grand Total of all Bank Accounts ----->					2,156,825.35	.00	2,156,825.35	
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REPORT.: Jun 12 24 Wednesday
RUN...: Jun 12 24 Time: 16:52
Run By.: Daniel Zepeda

LAVTA
Month End Payable Activity Report
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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
05-24	AIM01 (AIM TO PLEASE JANITORIAL SE	1121H	05/02/24	06/01/24	A	6800.00	AIM01,1121,APRIL-24 BUS STOP CLEANING SERVICE
		1122H	05/29/24	06/28/24	A	6800.00	AIM01,1122,MAY-24 BUS STOP CLEANING SERVICE
		105APR-24H	05/02/24	06/01/24	A	6592.07	AIM01,105APR-24,APRIL-24 MONTHLY JANITORIAL
		106MAY-24H	05/29/24	06/28/24	A	5874.74	AIM01,106MAY-24,MAY-24 MONTHLY JANITORIAL SE
	Vendor's Total					26066.81	
05-24	AIR02 (AIRESPRING)	184115255H	05/01/24	05/31/24	A	3571.00	AIR02,184115255,5/1-5/31/24 SERVICE
05-24	AME02 (APTA)	411025	05/20/24	06/19/24	A	20000.00	AME02, 411025, FY25 MEMBERSHIP FEE-REF #1033
05-24	AME06 (AMERICAN FIDELITY ASSURANCE	FSA04-24H	04/12/24	05/12/24	A	1369.98	AME06, APR-24 FLEXIBLE SPENDING ACCOUNTS
		SUPP04-24H	04/12/24	05/12/24	A	1127.64	AME06, APR-24 SUPPLEMENTAL INSURANCE
	Vendor's Total					2497.62	
05-24	ASM01 (AMERICAN SWEEPING & MAINTEN	16482H	04/15/24	05/15/24	A	617.00	ASM01, 16482, APR-24 PARKING LOT SWEEPING
05-24	ATT02 (AT&T)	21709201	05/13/24	06/12/24	A	385.38	ATT02, 21709201, PAYER #9391035694 4/13-5/12
05-24	AVI01 (AMADOR VALLEY INDUSTRIES)	1125400	04/30/24	05/30/24	A	626.99	AVI01, 1125400, APR-24 GARBAGE PICK UP SERVI
05-24	BAN03 (BANKCARD CENTER)	APR-2024H	05/23/24	06/22/24	A	14578.54	BAN03, APR-24 BMO CC STATEMENT
05-24	CAL04 (CALIFORNIA WATER SERVICE)	198041924H	04/19/24	05/19/24	A	113.15	CAL04, 198041924, BUS WASH 3/21/24-4/18/24
		257050124H	05/01/24	05/31/24	A	55.28	CAL04, 257050124, TC FIRE 5/1/24-5/31/24
		361050224H	05/02/24	06/01/24	A	53.22	CAL04, 361050224, TC WATER 4/3/24-5/1/24
		461050224H	05/02/24	06/01/24	A	225.02	CAL04,461050224,TC IRRG 4/3/24-5/1/24
		475050124H	05/01/24	05/31/24	A	73.71	CAL04, 475050124, MOA FIRE 5/1/24-5/31/24
		575050124H	05/01/24	05/31/24	A	73.71	CAL04, 575050124, CONTRACTOR FIRE 5/1/24-5/3
		909041924H	04/19/24	05/19/24	A	1421.84	CAL04, 909041924, MOA WATER 3/21/24-4/18/24
	Vendor's Total					2015.93	
05-24	CAL10 (CALIFORNIA STATE DISBURSEME	20240426H	05/01/24	05/31/24	A	455.53	CAL10,20240426,4/13-4/26/24 CA STATE GARNISH
		20240510H	05/15/24	06/14/24	A	455.53	CAL10, 4/27/24-5/10/24 CA STATE GARNISHMENT
		20240524H	05/29/24	06/28/24	A	455.53	CAL10,20240524,CA STATE GARNISHMENT 5/11-5/2
	Vendor's Total					1366.59	
05-24	CAL13 (CALIFORNIA TRANSIT)	312024APR	05/10/24	06/09/24	A	466.38	CAL13, 31-2024-APR, APR-24 INSURANCE CLAIMS
05-24	CCL01 (CARPI & CLAY INC)	24-04LAVTH	05/01/24	05/31/24	A	4500.00	CCL01, 24-04LAVTA, PO 7867 APR-24 FEDERAL AD
05-24	CEN04 (CENTRAL CONTRA COSTA TRAN)	MAR-2024H	04/18/24	05/18/24	A	143817.32	CEN04, MAR-24 MONTHLY PARATRANSIT SERVICE
		24-25SOFTH	04/11/24	05/11/24	A	4007.92	CEN04, 24-25SOFTWARE, SOFTWARE MAINT-TRAPEZE
		24-25SOFTu	05/21/24	/ /	A	4007.92	Ck# H14320 Reversed
		OSLV-0224H	04/11/24	05/11/24	A	4281.39	CEN04, OSLV-0224, FEB-24 MONTHLY ONE SEAT SE
		OSLV-0324H	05/16/24	06/15/24	A	4343.96	CEN04, OSLV-0324, MAR-24 MONTHLY ONE SEAT SE
	Vendor's Total					152442.67	
05-24	CGO01 (CLEARGOV INC)	202313931H	11/01/23	12/01/23	A	10760.00	CGO01, 2023-13931,CLEARGOV BUDGETING SOFTWARE
05-24	CIT06 (CITY OF LIVERMORE SEWER)	BW041624H	04/16/24	05/16/24	A	107.75	CIT06, BW041624, BUS WASH 3/19/24-4/16/24
		TC051424H	05/14/24	06/13/24	A	55.97	CIT06,TC051424,TRANSIT CENTER 4/9/24-5/14/24
		MOA041624H	04/16/24	05/16/24	A	829.05	CIT06, MOA041624, MOA WATER 3/19/24-4/16/24
	Vendor's Total					992.77	
05-24	CIT07 (CITY OF LIVERMORE - WATER)	361041624H	04/16/24	05/16/24	A	30.87	CIT07, 361041624, 3/19-4/16/24 ATLANTIS CT S
		388050724H	05/07/24	06/06/24	A	128.26	CIT07,388050724,BUS WASH 4/2/24-5/7/24
		399041624H	04/16/24	05/16/24	A	36.03	CIT07, 399041624, 3/19-4/16/24 ATLANTIS ST S
		430041624H	04/16/24	05/16/24	A	235.35	CIT07, 430041624, 3/19-4/16/24 ATLANTIS INDO
		431050724H	05/07/24	06/06/24	A	45.87	CIT07,431050724,ATLANTIS IRRG 4/2/24-5/7/24
		432041624H	04/16/24	05/16/24	A	12.25	CIT07, 432041624, ATLANTIS FIRE 3/19/24-4/16
	Vendor's Total					488.63	
05-24	COR01 (CORBIN WILLITS SYSTEMS)	C40430H	04/30/24	05/30/24	A	175.00	COR01, C40430, RAIL BILL 4/18/24-CONSULTATIO
		C405151H	05/15/24	06/14/24	A	296.34	COR01,C405151,JUNE-24 SERVICE
	Vendor's Total					471.34	
05-24	DAY02 (DAY & NITE PEST CONTROL)	192176H	04/26/24	05/26/24	A	218.00	DAY02,192176,4/15/24 PEST SERVICE
05-24	DEL05 (ALLIED ADMIN/DELTA DENTAL)	JUNE-2024H	05/08/24	06/07/24	A	1917.00	DEL05, JUNE-24 DELTA DENTAL INSURANCE

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05-24	DIR01 (DIRECT TV)	96X240511	05/11/24	06/10/24	A	30.25	DIR01, 96X240511, 5/10/24-6/9/24 SERVICE
05-24	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20240426H	05/01/24	05/31/24	A	43118.02	DIR02,20240426,4/13-4/26/24 PR DIRECT DEPOSI
		20240510H	05/15/24	06/14/24	A	45115.88	DIR02, PR DIRECT DEPOSIT 4/27/24-5/10/24
		20240524H	05/31/24	06/30/24	A	44164.28	DIR02,20240524,PR DIRECT DEPOSIT 5/11-5/24/2
		20240430BH	04/30/24	05/30/24	A	761.24	DIR02,20240430B,4/1-4/30/24 BOD PR DIRECT DE
		20240531BH	05/31/24	06/30/24	A	487.48	DIR02,20240531B,PR DIRECT DEPOSIT BOD 5/1-5/
		Vendor's Total ----->				133646.90	
05-24	ECP01 (EVELYN CHRISTENA PEREA)	0426-0429	05/15/24	06/14/24	A	296.00	ECP01, 4/26-4/29/24 APTA ROADEO-PER DIEM
05-24	EDW01 (TAMARA EDWARDS)	05-17-24H	05/17/24	06/16/24	A	58.12	EDW01, 5/17/24 EXPENSE REIMBURSEMENT
05-24	EFT01 (ELECTRONIC FUND TRANFERS)	20240426H	05/01/24	05/31/24	A	10978.90	EFT01,20240426,4/13-4/26/24 FEDERAL TAX
		20240510H	05/15/24	06/14/24	A	11834.99	EFT01, FEDERAL TAX 4/27/24-5/10/24
		20240524H	05/29/24	06/28/24	A	11199.68	EFT01,20240524,FEDERAL TAX 5/11-5/24/24
		20240430BH	04/30/24	05/30/24	A	466.47	EFT01,20240430B,4/1-4/30/24 FEDERAL TAXES BO
		20240531BH	05/30/24	06/29/24	A	223.66	EFT01,20240531B,FEDERAL TAX BOD 5/1/24-5/31/
		Vendor's Total ----->				34703.70	
05-24	EMP01 (EMPLOYMENT DEVEL DEPT)	20240426H	05/01/24	05/31/24	A	3823.32	EMP01,20240426,4/13/24-4/26/24 STATE TAX
		20240510H	05/15/24	06/14/24	A	4108.31	EMP01, STATE TAX 4/27/24-5/10/24
		20240524H	05/29/24	06/28/24	A	3926.36	EMP01,20240524,STATE TAX 5/11/24-5/24/24
		20240430BH	04/30/24	05/30/24	A	49.70	EMP01,20240430B,4/1/24-4/30/24 STATE TAX BOD
		Vendor's Total ----->				11907.69	
05-24	EPI01 (EPIQ EDISCOVERY SOLUTIONS I	90850504H	05/08/24	06/07/24	A	350.00	EPI01, 90850504, APR-24 MONTHLY SERVICE VRU
05-24	FED01 (FedEx)	848907483	05/03/24	06/02/24	A	15.61	FED01, 848907483, APR-24 STATEMENT
05-24	GGA01 (GOGOVAPPS INC.)	24-180H	05/01/24	05/31/24	A	3648.00	GGA01,24-180,GO REQUEST CRM SUBSCRIPTION FY2
05-24	GIL01 (GILLIG LLC)	41120099H	12/18/23	01/17/24	A	465.03	GIL01,41120099,MP1870 MUFFLER KIT GILLIG 12/
05-24	GOV02 (GOVINVEST INC.)	2024-5435H	05/22/24	06/21/24	A	9405.00	GOV02,2024-5435,GOVINVEST ANNUAL SUB 4/24-4/
05-24	HAN01 (HANSON BRIDGETT MARCUS)	1374112H	04/12/24	05/12/24	A	2387.00	HAN01, 1374112, MAR-24 CONTRACT LEGAL FEES
		1374113H	04/12/24	05/12/24	A	2701.50	HAN01, 1374113, MAR-24 LABOR & PERSONNEL LEG
		1374114H	04/12/24	05/12/24	A	2871.50	HAN01, 1374114, MAR-24 ADMIN LEGAL SERVICES
		1376502H	05/13/24	06/12/24	A	1671.00	HAN01, 1376502, APR-24 CONTRACT LEGAL SERVIC
		1376503H	05/13/24	06/12/24	A	9242.50	HAN01, 1376503, APR-24 ADMIN LEGAL SERVICES
		Vendor's Total ----->				18873.50	
05-24	HDE01 (HOME DEPOT-CREDIT SERVICES)	APR-2024H	04/12/24	05/12/24	A	277.31	HDE01,APR-2024,APR-24 MISC MAINT SUPPLIES CC
		MAY-2024H	05/13/24	06/12/24	A	176.68	HDE01,MAY-2024,MAY-24 MISC MAINT SUPPLIES CC
		Vendor's Total ----->				453.99	
05-24	IND01 (THE INDEPENDENT)	49570	04/30/24	05/30/24	A	675.00	IND01, 49570, MP1931 WHEELS IN MOTION ADS-4/
05-24	ITD01 (ALAMEDA CO. ITD / REGISTRAR	161573)	04/24/24	05/24/24	A	2303.87	ITD01, 161573, RADIOS SOFTWARE ENHANCEMENTS
05-24	JTC01 (JOSEPH TATING CONSULTING SE	2024-3H	05/06/24	06/05/24	A	2175.00	JTC01, 2024-3, MP2015 APTA ROADEO TRAIN 4/16
05-24	JTH01 (J. THAYER COMPANY)	1689897-0	05/06/24	06/05/24	A	348.02	JTH01, 1689897-0, 5/6/24 PRINTING PAPER
05-24	L&D01 (L&D PRINTING INC)	54652H	04/30/24	05/30/24	A	326.19	L&D01,54652,MP2008 1000 HOLOGRAPHIC LABELS 4
05-24	LIV10 (LIVERMORE SANITATION INC)	2248327H	05/01/24	05/31/24	A	2728.05	LIV10, 2248327, 4/1/24-4/30/24 GARBAGE SERVI
05-24	LYF01 (LYFT, INC)	1136179H	04/30/24	05/30/24	A	8222.94	LYF01, 1136179, 4/1/24-4/30/24 GO TRI VALLEY
		1136180H	04/30/24	05/30/24	A	208.97	LYF01, 1136180, 4/1/24-4/30/24 GO SAN RAMON
		Vendor's Total ----->				8431.91	
05-24	MAR07 (DAVID MARK)	05-17-24H	05/17/24	06/16/24	A	96.07	MAR07,05-17-24,EXPENSE REIMBURSE 5/17/24
		04290430TH	05/01/24	05/31/24	A	150.52	MAR07,04290430T,4/29-4/30/24 TRAVEL EXPENSE
		Vendor's Total ----->				246.59	

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05-24	MAZ01 (MAZE & ASSOCIATES)	53214	04/30/24	05/30/24	A	11450.00	MAZ01, 53214, FY24 AUDIT WORK #1 4/30/24
05-24	MEG02 (MERRIMAC PETROLEUM INC)	2231083H	04/25/24	05/25/24	A	26076.25	MEG02, 2231083, 4/25/24 FUEL DELIVERY
05-24	MER01 (MERCHANT SERVICES)	TC043024H MOA043024H	04/30/24 04/30/24	05/30/24 05/30/24	A A	910.51 80.96	MER01,TC043024,APR-24 TC CC STATEMENT & NEW MER01,MOA043024,APR-24 MOA CC STATEMENT
		Vendor's Total ----->				991.47	
05-24	MET01 (METROPOLITAN TRANSPORT-)	AR035182 AR035354	04/24/24 05/09/24	05/24/24 06/08/24	A A	1365.39 19462.49	MET01, AR035182, JAN-MAR 2024 QTRLY RTC FEES MET01, AR035354, MAR-24 CLIPPER FEES
		Vendor's Total ----->				20827.88	
05-24	MFC01 (DEBORAH BRANSCUM)	2024-04H	04/03/24	05/03/24	A	500.00	MFC01, 2024-04, MP1944 APTA PASSENGER ARTICL
05-24	MMD01 (MEGHAN MAHLER DESIGN)	2024-5-1H	05/02/24	06/01/24	A	2800.00	MMD01, 2024/5-1, MP1941 WHEELS IN MOTION FLY
05-24	MUT01 (MUTUAL OF OMAHA)	MAY-2024H JUNE-2024H	05/02/24 05/14/24	06/01/24 06/13/24	A A	1140.28 1140.28	MUT01,MAY-2024,MAY-24 MUTUAL LTD AND LIFE IN MUT01, JUNE-24 MUTUAL LTD & LIFE INSURANCE
		Vendor's Total ----->				2280.56	
05-24	MVT01 (MV TRANSPORTATION, INC.)	129419H 129420H APR-2024H MAR-2024H	05/03/24 05/03/24 05/03/24 04/03/24	06/02/24 06/02/24 06/02/24 05/03/24	A A A A	425000.00 425000.00 120143.04 143212.24	MVT01, 129419, MAY-24 1ST INSTALL PAYMENT MVT01, 129420, MAY-24 2ND INSTALL PAYMENT MVT01,APR-2024,APR-24 FIXED ROUTE MONTHLY SE MVT01,MAR-2024,MAR-24 FIXED ROUTE MONTHLY SE
		Vendor's Total ----->				1113355.28	
05-24	OFF01 (ODP BUSINESS SOLUTIONS LLC)	365434490	04/29/24	05/29/24	A	28.97	OFF01, 365434490, 4/29/24 OFFICE SUPPLIES
05-24	PAC02 (PACIFIC GAS AND ELECTRIC)	580050724H 606050324H 726050124H 764041824H 900041424H	05/07/24 05/03/24 05/01/24 04/18/24 04/14/24	06/06/24 06/02/24 05/31/24 05/18/24 05/14/24	A A A A A	13577.33 1784.68 2460.20 144.50 8402.11	PAC02,580050724,MOA ELECTRIC 4/1/24-4/30/24 PAC02,606050324,ATLANTIS 3/28/24-4/28/24 PAC02,726050124,BUS STOP 3/21/24-4/21/24 PAC02,764041824,DOOLAN TWR 3/13/24-4/11/24 PAC02, 900041424, MOA GAS 3/14/24-4/12/24
		Vendor's Total ----->				26368.82	
05-24	PAC11 (PACIFIC ENVIRONMENTAL SERVI	2759H 2760H	04/30/24 04/30/24	05/30/24 05/30/24	A A	130.00 130.00	PAC11,2759,4/12/24 RUTAN MONTHLY SERVICE PAC11,2760,4/12/24 ATLANTIS MONTHLY SERVICE
		Vendor's Total ----->				260.00	
05-24	PER01 (PERS)	20240426CH 20240426NH 20240510CH 20240510NH 20240524CH 20240524NH	05/01/24 05/01/24 05/15/24 05/15/24 05/29/24 05/29/24	05/31/24 05/31/24 06/14/24 06/14/24 06/28/24 06/28/24	A A A A A A	5137.24 5946.69 5137.24 5946.69 5137.24 5946.69	PER01,20240426C,4/13-4/26/24 PERS CLASSIC CO PER01,20240426N,4/13/24-4/26/24 PERS NEW CON PER01, PERS CLASSIC CONTRIBUTION 4/27/24-5/1 PER01, PERS NEW CONTRIBUTION 4/27/24-5/10/24 PER01,20240524C,PERS CLASSIC CONTRIB 5/11-5/ PER01,20240524N,PERS NEW CONTRIB 5/11-5/24/2
		Vendor's Total ----->				33251.79	
05-24	PER03 (CAL PUB EMP RETIRE SYSTM)	JUNE-2024H	05/14/24	06/13/24	A	37147.47	PER03, JUNE-24 PERS HEALTH INSURANCE
05-24	PER04 (CALPERS RETIREMENT SYSTEM)	20240426H 20240510H 20240524H	05/01/24 05/15/24 05/29/24	05/31/24 06/14/24 06/28/24	A A A	2846.93 2854.15 2846.93	PER04,20240426,4/13-4/26/24 PERS 457 CONTRIB PER04, PERS 457 CONTRIBUTION 4/27/24-5/10/24 PER04,20240524,457 CONTRIBUTIONS 5/11/24-5/2
		Vendor's Total ----->				8548.01	
05-24	PEX01 (PEX CARD)	5-9DEPOSIH	05/09/24	06/08/24	A	5000.00	PEX01, 5/9/24 PEX CARDS ACCOUNT DEPOSIT
05-24	POL01 (POLITICO GROUP INC)	APR-2024H	05/03/24	06/02/24	A	2500.00	POL01, APR-24 STATE ADVOCACY/CONSULTING SERV
05-24	RIC03 (RICHARD MILLER)	2024-513H	05/13/24	06/12/24	A	6375.00	RIC03, 2024-513, PO 7628 ISP & NETWORK UPGRA
05-24	RMT01 (RMT LANDSCAPE CONTRACTORS I	20240448H 20240457H 20240555H	04/25/24 04/25/24 05/06/24	05/25/24 05/25/24 06/05/24	A A A	9845.00 3160.00 1600.00	RMT01,20240448,4/10-5/9/24 LANDSCAPING SERVI RMT01,20240457,BACKFLOW DEVICE TESTING 4/25/ RMT01, 20240555, 5/6/24 TC TREE REMOVAL
		Vendor's Total ----->				14605.00	
05-24	RSE01 (R & S ERECTION)	134858GRH	05/20/24	06/19/24	A	317.50	RSE01,134858GR,RUTAN GATE REPAIR 5/20/24

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05-24	SEF01 (SEFAC INC)	17115797H	03/06/24	04/05/24	A	1708.58	SEF01, 17115797, ANNUAL SERVICE INSPECTION 3
05-24	SHA02 (SHAMROCK OFFICE SOLUTIONS)	4063428H	04/29/24	05/29/24	A	15.45	SHA02, 4063428, 4/30/24-5/29/24 FRONT DESK P
05-24	SHE05 (SHELL)	APR-2024H	05/06/24	06/05/24	A	61.75	SHE05, APR-24 CC STATEMENT-GAS CARDS
05-24	SOL01 (SOLUTIONS FOR TRANSIT)	24-0505LAH	05/05/24	06/04/24	A	2083.33	SOL01, 24-0505LAVTA, APR-24 CLIPPER ANALYSIS
05-24	SSH01 (SMARTSHEET INC)	1814734H	04/11/24	05/11/24	A	6930.00	SSH01, 1814734, MP 2021 SMARTSHEET SUB 4/24-
05-24	STA01 (STATE COMPENSATION FUND)	APR-2024H	04/21/24	05/21/24	A	1091.33	STA01, APR-24 WORKER'S COMP PREMIUM
05-24	SWT01 (SMARTWAVE TECHNOLOGIES LLC)	154625H	04/18/24	05/18/24	A	22400.00	SWT01,154625,LAVTA WIRELESS UPGRADE RFP#2023
05-24	TAC01 (TAC ENERGY)	2742433H	05/03/24	06/02/24	A	26162.67	TAC01, 2742433, 5/3/24 FUEL DELIVERY
		2749982H	05/13/24	06/12/24	A	26327.16	TAC01, 2749982, 5/13/24 FUEL DELIVERY
		2757477H	05/17/24	06/16/24	A	25192.58	TAC01, 2757477, 5/17/24 FUEL DELIVERY
		2765152H	05/24/24	06/23/24	A	25365.27	TAC01,2765152,FUEL DELIVERY 5/24/24
	Vendor's Total ----->					103047.68	
05-24	TAX01 (HERB HASTINGS)	0330-0426H	05/10/24	06/09/24	A	72.68	TAX01, PARATAXI REIMBURSE 3/30/24-4/26/24
05-24	TEL01 (TPx COMMUNICATIONS)	178995535H	04/30/24	05/30/24	A	2499.26	TEL01, 178995535, 5/1/24-5/31/24 SERVICE
05-24	TEN03 (TENNANT SALES AND SERVICE)	920411958	05/03/24	06/02/24	A	359.20	TEN03, 920411958, VALVE WATER REPAIR 5/3/24
05-24	TOB01 (MICHAEL TOBIN)	04-27-24H	05/02/24	06/01/24	A	123.38	TOB01, 4/27/24 PARKING EXPENSE REIMBURSE
		05-24-24H	05/24/24	06/23/24	A	70.76	TOB01,05-24-24,5/24/24 STAFF LUNCH-ROUNDTABLE
	Vendor's Total ----->					194.14	
05-24	TPA01 (TOWNSEND PUBLIC AFFAIRS INC	21646H	04/01/24	05/01/24	A	6000.00	TPA01, 21646, APR-24 CONSULTING SERVICES 202
05-24	TRA12 (TRAPEZE SOFTWARE GROUP INC)	TPMA16201	04/28/24	05/28/24	A	27807.00	TRA12, TPMAG16201, TRAPEZE FX LITE 7/24-6/25
		TPMA16202	04/28/24	05/28/24	A	15387.00	TRA12, TPMAG16202, TRAPEZE FX MON 7/24-6/25
		TPMA16203	04/28/24	05/28/24	A	2897.00	TRA12, TPMAG16203, TRAPEZE GTFS STATIC 7/24-
	Vendor's Total ----->					46091.00	
05-24	UBE01 (UBER)	APR-2024H	05/01/24	05/31/24	A	8630.93	UBE01, APR-24 GO DUBLIN BILLING
05-24	VER01 (VERIZON WIRELESS)	962348048H	04/22/24	05/22/24	A	1699.05	VER01, 962348048, 3/23-4/22/24 CELL & WIFI S
05-24	VON01 (TRAPEZE SOFTWARE GROUP INC)	MA0001141	04/29/24	05/29/24	A	154332.00	VON01, MA0001141, PO7537 TRANSIT MASTER FY25
		MA0001142	04/29/24	05/29/24	A	10531.00	VON01, MA0001142, TRAPEZE GTFS-RT FY25
	Vendor's Total ----->					164863.00	
05-24	VSP01 (VSP)	MAY-2024H	04/19/24	05/19/24	A	538.40	VSP01, MAY-24 VSP VISION INSURANCE
05-24	WCC01 (WEST COAST COMPRESSOR)	9837-1	05/14/24	06/13/24	A	577.50	WCC01, 9837-1, 5/13/24 COMPRESSOR TROUBLE CA
05-24	WEG01 (CHRISTY WEGENER)	0520-0521H	05/17/24	06/16/24	A	138.00	WEG01, 5/20/24-5/21/24 TRAVEL PER DIEM
05-24	YEA01 (JENNIFER YEAMANS)	0520-0521H	05/17/24	06/16/24	A	69.00	YEA01, 5/21/24 TRAVEL PER DIEM
	Total of Purchases ->					2156825.35	=====

AGENDA

ITEM 4C

STAFF REPORT

SUBJECT: Approval of Updated Public Transportation Agency Safety Plan

FROM: Mike Tobin, Director of Operations

DATE: July 1, 2024

Actions Requested

Staff requests the Board approve the updated Public Transportation Agency Safety Plan.

Background

In keeping with LAVTA's organizational focus on safety, staff has developed a robust safety and security program implemented in partnership with both our transit operations contractor and our paratransit contractor.

The Federal Transit Administration (FTA) requires that public transportation systems receiving federal funds maintain a Public Transportation Agency Safety Plan (PTASP) that includes the processes and procedures to implement a Safety Management System (SMS). An SMS is a comprehensive approach to bringing management and labor together to better control risk, detect and correct safety problems earlier, and measure safety performance more precisely. The rule (49 CFR Part 673) went into effect on July 19, 2019 with a compliance date of July 20, 2021.

This safety plan formalizes and codifies LAVTA existing safety practices and contractor oversight related to safety in one comprehensive document as well as incorporates the safety plans of the fixed-route and paratransit contractors, and was last approved by the Board in 2023. The PTASP is not required to be updated unless there are changes, but it must be reviewed at least annually.

In April 2024, FTA released and updated their Final Rule outlining requirements for maintaining a safety risk reduction program and conducting safety risk assessments for identified risks in order to make recommendations and mitigations.

Discussion

LAVTA and the Safety Committee have completed the annual review of the PTASP and made updates to the annual safety performance targets to reflect a rolling average of the last 3 years of LAVTA's safety performance data as well as adding a new metric for transit worker assaults, as required by FTA.

Safety Performance Targets <i>Annual safety performance targets below based on an average of the previous 3 years of LAVTA's safety performance data (2021 through 2023).</i>								
Mode of Service	Fatalities (total)	Average Annual Fatalities (per 100k VRM)	Injuries (total)	Average Annual Injuries (per 100k VRM)	Average Annual Transit Worker Assaults (per 100k VRM)	Safety Events (total)	Average Annual Safety Events (per 100k VRM)	Average Annual System Reliability (VRM/failures)
Fixed Route Bus	0	0	3	.3	0	3	.3	27,949
ADA / Paratransit	0	0	0	0	0	1	.17	198,440

Table 1 Safety Performance Targets

In FTA's PTASP Final Rule released in April 2024, FTA stipulated requirements for Safety Committee membership and responsibilities to provide frontline workers more input into safety decision-making. It also noted using safety risk reduction programs to mitigate assaults on transit workers and vehicle-pedestrian collisions. These requirements were already outlined the last approved PTASP but LAVTA has made edits to emphasize their importance.

Risk Reduction

In the past year, staff was able to implement an innovative cloud-based software called Trackit that allows employees to conveniently report hazards online as well as document accidents and incidents for investigation. LAVTA and the Safety Committee currently track and assess each reported hazard, determining its level of risk and potential impact and likelihood of occurrence. By thoroughly analyzing these factors, an appropriate risk mitigation plan can be implemented to address the specific hazard and reduce accident rates.

Furthermore, updates to and enforcement of the Code of Conduct and Exclusion Policy as well as ongoing de-escalation training for frontline staff have been deployed to mitigate potential bus operator assaults and increase overall safety of the system.

Recommendation

Staff recommends that the Board of Directors approve Resolution 23-2024 adopting the updated LAVTA Public Transportation Agency Safety Plan.

Attachments:

1. PTASP Resolution 23-2024
2. LAVTA Agency Safety Plan June 2024

RESOLUTION NO. 23-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY ADOPTING THE UPDATED
LAVTA PUBLIC TRANSPORTATION AGENCY SAFETY PLAN**

WHEREAS the Federal Transit Administration (FTA) requires that public transportation systems receiving federal funds develop a Public Transportation Agency Safety Plan (PTASP) that includes the processes and procedures to implement a Safety Management System (SMS); and

WHEREAS the PTASP is a required document that must be reviewed at least annual and updated if necessary; and

WHEREAS LAVTA has updated the PTASP to comply with requirements of FTA's PTASP Final Rule released April 2024;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors to adopt LAVTA's revised PTASP.

APPROVED AND PASSED this 1st day of July 2024.

Evan Branning, Chair

ATTEST:

Christy Wegener, Executive Director

Livermore Amador Valley **TRANSIT AUTHORITY**



Public Transportation Agency Safety Plan (PTASP)


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1. Transit Agency Information

Transit Agency Name	Livermore Amador Valley Transit Authority			
Transit Agency Address	1362 Rutan Court, Livermore, California. 94551			
Name and Title of Accountable Executive	Christy Wegener, Executive Director			
Name of Chief Safety Officer or SMS Executive	Mike Tobin, Director of Operations			
Mode(s) of Service Covered by This Plan	Fixed Route Bus; Paratransit	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5339	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus (contracted); Paratransit (contracted)			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No <input checked="" type="checkbox"/>	Description of Arrangement(s)	not applicable
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	not applicable			

2. Plan Development, Approval, and Updates

Name of Person Who Drafted This Plan	Christy Wegener, Executive Director	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	 Executive Director	6/26/2024
Approval by the Board of Directors	LAVTA Board of Directors	Date of Approval
	Resolution 23-2024	7/1/2024
	Relevant Documentation	
	A copy of LAVTA Resolution 23-2024, approving the PTASP, is maintained on file by the Director of Finance, LAVTA	
Addresses FTA 49 CFR Part 670	This PTASP addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan	

Version Number and Updates <i>(History of successive versions of this plan)</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	12/7/2020
2	Section 3, Exhibit 4, Exhibit 11	Update Safety Performance Targets; new Bipartisan Infrastructure requirements	5/31/2022
3	Section 1, Section 3, Section 4, Section 7	Update executives; update safety performance targets; remove redundant language; add information on new ESRP portal; add de-escalation training to Section 7 Safety Promotion	6/6/2023
4	Section 3, Section 5	Update Safety Performance Targets based on a three-year rolling average instead of five, per new PTASP requirements; updated language to reiterate cooperation and commitment to maintaining safety risk reduction programs per updates from FTA's PTASP Final Rule released April 2024	6/26/2024

Annual Review and Update of the Public Transportation Agency Safety Plan
<i>(The process and timeline for conducting an annual review and update of the PTASP)</i>
This plan will be jointly reviewed and updated by the Chief Safety Officer and Accountable Executive by July 1 of each year. The Accountable Executive will review and approve any changes, signing the new PTASP, then forward to the LAVTA Board of Directors for review and approval.

3. Safety Performance Targets

Safety Performance Targets								
<i>Annual safety performance targets below based on an average of the previous 3 years of LAVTA's safety performance data (2021 through 2023).</i>								
Mode of Service	Fatalities (total)	Average Annual Fatalities (per 100k VRM)	Injuries (total)	Average Annual Injuries (per 100k VRM)	Average Annual Transit Worker Assaults (per 100k VRM)	Safety Events (total)	Average Annual Safety Events (per 100k VRM)	Average Annual System Reliability (VRM/failures)
Fixed Route Bus	0	0	3	.3	0	3	.3	27,949
ADA / Paratransit	0	0	0	0	0	1	.17	198,440

Safety Performance Target Coordination		
<i>(How LAVTA coordinates with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets)</i>		
LAVTA's Accountable Executive will share our PTASP, including safety performance targets, with the Metropolitan Planning Organization (MPO) in our service area each year after its formal adoption by the LAVTA Board of Directors. LAVTA's Accountable Executive will also provide a copy of our formally adopted plan to the California Department of Transportation. LAVTA personnel are available to coordinate with the California Department of Transportation and the MPO in the selection of California and MPO safety performance targets upon request.		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	California Department of Transportation	
Targets Transmitted to the Metropolitan Planning Organization(s)	MPO Name	Date Targets Transmitted
	Metropolitan Transportation Commission (MTC)	

4. Safety Management Policy

Safety is a core value at LAVTA, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public.

Responsibility/Accountability:

LAVTA's Safety Management Policy applies to employees (including contracted) and to every aspect of LAVTA's activities. A positive safety culture includes ownership by all employees to identify and correct any deficiencies at all levels.

LAVTA is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, employees, and service contractors.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through LAVTA's Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP. (After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.)
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Working proactively towards identifying and reducing the existence of hazards and risks in the workplace and our system, LAVTA implemented a Safety Management System (SMS) to prevent accidents, reduce risk of injury and assaults on transit workers, and minimize damage to property and equipment.

As the Accountable Executive for all operations and activities, I will ensure that resources are available to ensure our SMS is robust and successful. LAVTA executives, employees, and contractors will take steps to prevent workplace incidents and injuries, provide support of safety initiatives, and encourage employee communication in order to achieve a safer, healthier workplace. I hold executives, employees, and contractors accountable for safety performance.

The SMS is managed under my authority by the Chief Safety Officer who reports directly to me. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the Executive Director/CEO.



Christy Wegener, LAVTA Executive Director and Accountable Executive

Safety Management Policy Communication <i>(How the safety management policy is communicated throughout LAVTA and to contractors)</i>	
<p>The Chief Safety Officer, who leads LAVTA's SMS activities, distributes the Safety Management Policy Statement to employees and contractor staff. The policy is also posted on bulletin boards at headquarters and in the operations and maintenance break areas of the operating division (on-site contractor areas). LAVTA has incorporated distribution of the Safety Management Policy into new-hire orientation and all-staff annual safety refreshers, and into Safety Committee meetings with internal and contractor staff.</p>	
Authorities, Accountabilities, and Responsibilities <i>(For the development and management of the SMS)</i>	
Accountable Executive	<p>The Executive Director serves as LAVTA's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Controls and directs human and capital resources needed to develop and maintain the PTASP and SMS. • Designates an adequately trained Chief Safety Officer who is a direct report. • Ensures that LAVTA's SMS is effectively implemented. • Ensures action is taken to address substandard performance in LAVTA's SMS. • Assumes ultimate responsibility for carrying out LAVTA's PTASP and SMS. • Maintains responsibility for carrying out the agency's Transit Asset Management Plan.
Chief Safety Officer or SMS Executive	<p>The Accountable Executive designates the Director of Operations as LAVTA's Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Develops LAVTA's PTASP and SMS policies and procedures in cooperation with frontline employee representatives. • Ensures and oversees day-to-day implementation and operation of LAVTA's SMS for both agency and contractors, and oversees the ESRP • Coordinates with the Safety Committee to: <ul style="list-style-type: none"> ○ Establish and maintain the Safety Risk Register to monitor and analyze trends in hazards, incidents, and accidents; and ○ Ensure regular meetings are being held and the Safety Committee meets the Bipartisan Infrastructure Law requirement of having an equal number of frontline employee representatives and management representatives; and ○ Ensure that the Safety Committee conducts safety risk assessments for identified risks where needed to make recommendations for safety risk mitigations, and ○ Ensure the Safety Committee reviews/approves updates to the PTASP. • Advises the Accountable Executive on SMS progress and status.

	<ul style="list-style-type: none">• Identifies any substandard performance in LAVTA's SMS and develops action plans for approval by the Accountable Executive.• Ensures LAVTA policies are consistent with LAVTA's safety objectives.• Provides Safety Risk Management (SRM) expertise and support for other LAVTA personnel who conduct and oversee Safety Assurance activities.
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<p>Agency Executive Leadership and Contractor Management Staff</p>	<p>LAVTA Executive Leadership and Contractor Management Staff also have authorities and responsibilities for day-to-day SMS implementation and operation of LAVTA’s SMS under this plan. LAVTA Executive Leadership and Contractor Management Staff include:</p> <ul style="list-style-type: none"> • Director of Planning and Marketing (LAVTA), • Director of Finance, Human Resources and Procurement (LAVTA), • Operations/Safety/Maintenance managers and supervisors (contractor) <p>LAVTA Executive Leadership and Contractor Management personnel have the following authorities, accountabilities, and responsibilities:</p> <ul style="list-style-type: none"> • Participate as members of LAVTA’s Safety Committee (operations and maintenance staff will be rotated through the Safety Committee while other positions are permanent members). • Complete training on SMS and LAVTA’s PTASP elements. • Oversee day-to-day operations of the SMS in their departments. • Modify policies in their departments consistent with implementation of the SMS, as necessary. • Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of a safety risk mitigation and reduction program, and monitoring of mitigation effectiveness.
<p>Key Staff and Activities</p>	<p>LAVTA uses the Safety Committee, the Campus Safety Committee, as well as the monthly Drivers’ Meeting and monthly All-Staff Meeting, to support its SMS and safety programs, which includes active participation and compliance from contractors:</p> <ul style="list-style-type: none"> • Safety Committee (LAVTA/contractor): Any safety hazards reported will be jointly evaluated by the Safety Committee and the Chief Safety Officer during the bimonthly meeting. The Safety Committee members include the Chief Safety Officer (Director of Operations), Paratransit Planner, and contractor staff (General Manager, Safety Manager, Road Supervisor, Operator, and Mechanic), who will meet to review issues and make recommendations to improve safety. The safety committee also approves the ASP prior to approval by LAVTA’s Board of Directors or Equivalent Entity. • Campus Safety Committee (LAVTA): Regularly reviews Facilities hazard issues at LAVTA’s properties and follows up with mitigations • Drivers’ Meetings (contractor): A permanent agenda item in all monthly Drivers’ Meetings is dedicated to safety. Safety issues are discussed and documented, and shared with the Safety Committee. • Monthly All-Staff Meetings (LAVTA): Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.

<p>Contracted Staff Responsibilities</p>	<p>Contractors, at a minimum, are required to provide an equivalent level of safety reporting program standards and objectives as outlined in this policy and also implement a process to allow employees to report safety conditions and concerns to management. They may also have their own enhanced safety protocols for risk mitigation beyond what is required from LAVTA. LAVTA provides regularly scheduled oversight of the contractor’s SMS through the described <i>Key Staff and Activities</i> above.</p>
<p>Employee Safety Reporting Program <i>(These are the processes and protections for employees (including contract) to report safety conditions to management)</i></p>	
<p>Our front-line employees are our best source of information for identifying hazards. Nobody knows more about the actual safety performance of the transit system than the employees who deliver the service.</p> <p>The Employee Safety Reporting Program (ESRP) is intended to help the Accountable Executive and other senior managers get important safety information from across the transit agency. It can be an agency's most important source of safety data.</p> <p>There are two types of safety reporting programs: mandatory and voluntary.</p> <ul style="list-style-type: none"> • Mandatory: Employees must report hazards that are compliance-based and address regulatory issues. Employees are required to immediately report every incident and accident. An employee's failure to report or provide truthful information of an unsafe hazard or act could result in disciplinary action. • Voluntary: Employees are strongly encouraged to report hazards and can report anonymously. Every employee is empowered to report any unsafe hazard / risk to their supervisor or senior management without fear of retribution or penalty. <p>Employees will have the option to report anonymously to maintain confidentiality. The ESRP is non-punitive and employees will not be disciplined for the act of reporting the Hazard or Near Miss. However, employees must report hazards that are compliance-based and address regulatory issues. Record falsification, Drug & Alcohol violations, grossly negligent behavior, and failure to report accidents/incidents and serious safety hazards are examples of employee behaviors that may result in disciplinary action.</p> <p>Forms of reporting can include submitting a completed SMS Hazard/Risk Report Form (Exhibit 2) or utilizing a centrally located Safety Suggestion Box in break rooms.</p> <p>The Hazard/Risk Report Form shall be completed immediately, so proactive measures can be taken as soon as possible. Depending on the perceived level of risk and severity, the report shall be submitted immediately or by the end of their shift.</p> <p>LAVTA staff is currently implementing a cloud-based software solution that allows all employees, including frontline, to submit hazards through a convenient online portal. Hazards will be stored in a centralized database that will allow staff to efficiently track and assess each reported hazard, determining its level of risk. This assessment involves a comprehensive evaluation to gauge the potential impact and likelihood of the hazard occurring. By thoroughly analyzing these factors, staff can assign an appropriate risk mitigation plan tailored to address the specific hazard.</p>	

Input by employees into the ESRP can include safety concern reporting, operational system description, hazard identification, safety deficiencies, risk assessments, potential consequences of hazards, or recommended safety risk mitigations.

Examples of reports may include the following:

- Safety hazards in the operating environment (for example, county road conditions)
- Policies and procedures that aren't working as intended (for example, insufficient time to complete pre-trip inspections)
- Events that senior managers might not otherwise know about (for example, near misses)
- Information about why a safety event occurred (for example, radio communication challenges contributed to an incident)

The information we receive through this source will help us resolve the reported hazard and notify the supervisor or senior management of changes that may need to be made to mitigate safety hazards in the future.

The Chief Safety Officer will lead the effort on collection, analysis, resolution, and monitoring of hazards and feedback entered through the ESRP. Safety reports collected by the contractor will be addressed in a timely matter, according to their severity, and shared with the Chief Safety Officer/Director of Operations in regularly scheduled meetings and as needed. The Chief Safety Officer will take the lead on the Safety Risk Management process, with inputs from subject-matter experts in operations and maintenance.

5. Safety Risk Management

Safety Risk Management (SRM) Process

(These are the methods/processes of identifying hazards and their consequences, associated safety risks, and mitigations/strategies to address these things once they've been assessed)

LAVTA uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to LAVTA's leadership. LAVTA's SRM process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary. Our fixed route contractor's SRM process is documented in Exhibit 1. Our paratransit contractor's SRM process is documented in Exhibit 2.

LAVTA's Chief Safety Officer leads LAVTA's SRM process, working with LAVTA's Safety Committee (includes contractors; through regularly scheduled meetings listed in Section 4) to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk as a part of the safety risk reduction program aimed to reduce the rates of accidents, injuries, and assaults on transit workers. The results of LAVTA's SRM process will be documented in our Safety Risk Register and referenced materials.

LAVTA's SRM process applies to all elements of our system including our operations, maintenance, facilities, vehicles, personnel recruitment, training, and supervision.

In carrying out the SRM process, LAVTA uses the following terms:

- **Event** – Any accident, incident, or occurrence.
- **Hazard** – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to LAVTA; or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk Mitigation** – Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to LAVTA property or the environment.

Safety Hazard Identification

The safety hazard identification process offers LAVTA and its contractors the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- ESRP;
- Review of vehicle camera footage;
- Review of monthly performance data and safety performance targets;

- Observations from supervisors (contractor);
- Maintenance reports (contractor);
- Comments from customers, passengers, and third parties, including LAVTA's transit insurance pool and vendors;
- Safety Committee, Drivers', and All-Staff Meetings (LAVTA/contractor);
- Results of audits and inspections of vehicles and facilities;
- Results of training assessments;
- Investigations into safety events, incidents, and occurrences; and
- Federal Transit Administration (FTA) and other oversight authorities (mandatory information source).

When a safety concern is observed by LAVTA's management or supervisory personnel or contractor management staff, whatever the source, it is reported to LAVTA's Chief Safety Officer. Procedures for reporting hazards to LAVTA's Chief Safety Officer are reviewed during All-Staff Meetings and in the Safety Committee meetings. LAVTA's Chief Safety Officer also receives employee reports from the ESRP, customer comments related to safety, and the dispatch daily Operations Log. LAVTA's Chief Safety Officer reviews these sources for hazards and documents them in LAVTA's Safety Risk Register.

LAVTA's Chief Safety Officer also may enter hazards into the Safety Risk Register based on their review of LAVTA's operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board.

LAVTA's Chief Safety Officer may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, LAVTA's Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

LAVTA's Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during bimonthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM

process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or California environmental protection standards. Otherwise, the Safety Committee will prioritize hazards for further SRM activity.

Safety Risk Assessment

LAVTA assesses safety risk associated with identified safety hazards using its safety risk assessment process. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The Chief Safety Officer and Safety Committee (LAVTA/contractor) assess prioritized hazards using LAVTA's Safety Risk Matrix (Exhibit 5) and review the assessments and mitigation in the bimonthly meetings. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a *hazard rating*. For example, a risk may be assessed as "1A" or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

This matrix also categorizes combined risks into levels, High, Medium, or Low, based on the likelihood of occurrence and severity of the outcome. For purposes of accepting risk:

- "High" hazard ratings will be considered unacceptable and require action from LAVTA to mitigate the safety risk,
- "Medium" hazard ratings will be considered undesirable and require LAVTA's Safety Committee to make a decision regarding their acceptability, and
- "Low" hazard ratings may be accepted by the Chief Safety Officer without additional review.

Using a categorization of High, Medium, or Low allows for hazards to be prioritized for mitigation based on their associated safety risk.

The Chief Safety Officer schedules safety risk assessment activities on the Safety Committee agenda and prepares a Safety Risk Assessment Package. This package is distributed at least one week in advance of the Safety Committee meeting. During the meeting, the Chief Safety Officer reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood. The Chief Safety Officer may request support from members of the Safety Committee in obtaining additional information to support the safety risk assessment.

Once sufficient information has been obtained, the Chief Safety Officer will facilitate completion of relevant sections of the Safety Risk Register, using the LAVTA Safety Risk Assessment Matrix, with the Safety Committee. The Chief Safety Officer will document the Safety Committee's safety risk assessment, including hazard rating and mitigation options for each assessed safety hazard in the Safety Risk Register. The Chief Safety Officer will maintain on file Safety Committee agendas, Safety Risk Assessment Packages, additional information collection, and completed Safety Risk Register sections for a period of three years from the date of generation.

Safety Risk Mitigation

LAVTA's Accountable Executive and Chief Safety Officer review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on recommendations from the Safety Committee (after contractors have gone through their SRM processes documented in Exhibits 1 and 2). LAVTA can reduce safety risk by reducing the likelihood

and/or severity of potential consequences of hazards.

Prioritization of safety risk mitigations is based on the results of safety risk assessments. LAVTA's Chief Safety Officer tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the Safety Committee and LAVTA staff upon request.

In the event that the agency fails to meet a safety risk reduction program safety performance target, funds not less than 0.75 percent of LAVTA's Section 5307 will be allocated in the following fiscal year to projects reasonably expected to assist in meeting targets.

In the Safety Risk Register, LAVTA's Chief Safety Officer will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

6. Safety Assurance

Through our Safety Assurance process, LAVTA and contractors:

- Evaluate our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safety risk;
- Assess the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended;
- Investigate safety events to identify causal factors; and
- Analyze information from safety reporting, including data about safety failures, defects, or conditions.

Safety Performance Monitoring and Measurement

(Activities used to monitor the system for compliance with procedures for operations and maintenance)

LAVTA has many processes in place to monitor its entire transit system (including contractors) for compliance with operations and maintenance procedures on a quarterly and annual basis and as needed, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Safety surveys,
- ESRP,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

These activities are mirrored by the contractors and outlined in Exhibits 3 and 4. Results from the above processes from both contractors and internal staff are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee (LAVTA/contractor).

(Activities used to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended).

LAVTA monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. Contractors will monitor these (per Exhibits 3 and 4) and report back to LAVTA and the Safety Committee (LAVTA/contractor). The Chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The Chief Safety Officer establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director,

manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing LAVTA processes and activities before assigning new information collection activities.

LAVTA's Chief Safety Officer and Safety Committee (LAVTA/contractor) review the performance of individual safety risk mitigations during bimonthly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. Additionally, the system itself is being evaluated to ensure its effectiveness. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution.

LAVTA's Chief Safety Officer and Safety Committee also monitor LAVTA's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns, including data submitted to the NTD

The Chief Safety Officer works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

(Activities used to conduct investigations of safety events to identify causal and latent factors).

LAVTA maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see Safety Event Investigation Procedures Manual, Exhibit 6). These procedures also reflect all traffic safety reporting and investigation requirements established by California Department of Motor Vehicles.

The Chief Safety Officer maintains all documentation of LAVTA's and the contractors' investigation policies, processes, forms, checklists, activities, and results. Investigation reports are prepared and shared with the Safety Committee (LAVTA/contractor) for integration into their analysis of the event.

The Safety Committee determines whether:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- Latent factor(s) (beyond human factors such as errors, violations, the condition of an individual, or lack of communication or coordination between individuals, equipment and infrastructure failures in vehicles or technological components, organizational or environmental elements, or elements outside of the agency's control) contributed to the safety event;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event;
- There are larger factors outside the control of the agency; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior, such as management elements, and agency/contractor

policies and procedures.
<i>(Activities used to monitor information reported through internal safety reporting programs).</i>
<p>The Chief Safety Officer and Safety Committee (LAVTA/contractor) routinely (bimonthly meetings) review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Safety Committee ensure that the concerns are investigated or analyzed through LAVTA's SRM process.</p> <p>The Chief Safety Officer and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning LAVTA's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.</p>

7. Safety Promotion

Competencies and Training

(The safety training program is relayed and promoted to all agency employees and contractors directly responsible for safety)

LAVTA's comprehensive safety training program applies to all LAVTA employees and contractors directly responsible for safety, including:

- Bus vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and supervisors,
- Agency Leadership and Executive Management, and
- Chief Safety Officer and Accountable Executive.

LAVTA dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS. Contractors are required to conduct trainings and report status updates to LAVTA's Chief Safety Officer.

Basic training requirements for any employee or contractor operating LAVTA services, including frequencies and refresher training, are documented in the LAVTA Employee Handbook (Exhibit 4), MV Employee Handbook (Exhibit 5), Operator Requirements and Training Program (Exhibit 6) and/or Maintenance Safety Handbook (Exhibit 7).

Operations safety-related skill training (contractor) includes the following:

- Comprehensive new-hire bus vehicle operator classroom and hands-on skills training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work),
- Bus vehicle operator de-escalation training,
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers.

Vehicle maintenance safety-related skill training (contractor) includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,
- Accident investigation training for vehicle maintenance supervisors,
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
- Training provided by vendors.

LAVTA's Accountable Executive and Agency Leadership and Contractor Management staff must complete FTA's SMS Awareness online training and an executive session on safety management sponsored by LAVTA's transit insurance pool.

Safety Communication

(The processes and activities by which safety and safety performance information is communicated throughout the organization and to contractors)

LAVTA's Chief Safety Officer and Director of Finance (providing the human resources function) coordinate LAVTA's safety communication activities for the SMS. Contractors will, at a minimum, mirror LAVTA's frequency with which safety updates and performance information is communicated to employees and/or as required contractually at monthly meetings and report back to the Chief Safety Officer. LAVTA may also inquire and poll employee and contractor staff to ensure their awareness of the latest safety information shared. These activities focus on the three categories of communication activity established in 49 CFR Part 673:

- **Communicating safety and safety performance information throughout the agency:** LAVTA communicates information on safety and safety performance during monthly All-Staff Meetings. LAVTA also has a permanent agenda item in all monthly Drivers' Meetings (contractor) dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact LAVTA's service or safety performance, and updates regarding SMS implementation. LAVTA also requests information from drivers during these meetings, which is recorded in meeting minutes. Finally, LAVTA's Director of Finance, who oversees human resources, posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms (contractor areas), advertising safety messages and promoting awareness of safety issues.
- **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:** As part of new-hire training, LAVTA distributes safety policies and procedures, included in the LAVTA Employee Handbook, to all employees. LAVTA and contractors provide training on these policies and procedures and discuss them during safety talks between supervisors and bus operators and vehicle technicians. Contractors will also communicate their own safety information and trainings as outlined in Exhibits 3, 4, 8, and 9 to staff. For newly emerging issues or safety events at the agency, LAVTA's Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees. Contractors communicate this information to their employees, log, and report back to the Safety Committee (LAVTA/contractor).
- **Informing employees of safety actions taken in response to reports submitted through the ESRP:** LAVTA provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors. This information is also relayed to contractors so they can pass it on to their staff.

8. Additional Information

Supporting Documentation

(Used to implement and carry out the PTASP that are not included elsewhere in this document)

LAVTA will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this PTASP; and the results from its SMS processes and activities for three years after creation. Please also see accompanying Exhibits. They will be available to the FTA or other Federal or oversight entity upon request.

9. Definitions of Terms Used in the Safety Plan

LAVTA incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

10. Commonly Used Acronyms

Acronym	Word or Phase
ADA	American's with Disabilities Act of 1990
PTASP	Public Transportation Agency Safety Plan (Part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
LAVTA	Livermore Amador Valley Transit Authority
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

11. Exhibits

Exhibit 1: MV Safety Management System (SMS), Hazard/Risk Report Form, Risk Severity Matrix.....	1
Exhibit 2: Transdev (LAVTA/CCCTA) (SMS).....	37
Exhibit 3: Safety Event Investigation/Reporting Procedures.....	87
Exhibit 4: LAVTA Employee Handbook.....	91
Exhibit 5: MV Employee Handbook.....	180
Exhibit 6: Operator Requirements and Training Program.....	280
Exhibit 7: MV Maintenance Safety Handbook.....	302
Exhibit 8: Safety Strategies for Infectious Diseases.....	420

AGENDA

ITEM 4D

STAFF REPORT

SUBJECT: Update to LAVTA's Human Resource Policy

FROM: Tamara Edwards, Director of Finance

DATE: July 1, 2024

Action Requested

Review and approve Resolution 16-2024 codifying the updated Human Resources Policy.

Background

LAVTA adopted Resolution 17-86 on August 4, 1986 that implemented a Personnel Policy for the Authority. This policy was subsequently amended to update such items as the salary bands, etc. After extensively reviewing the Policy, staff worked with Legal Counsel to update the Policy to provide clarity and meet regulatory requirements, and on July 6, 2009, the LAVTA Board of Directors adopted the consolidated Human Resources Policy. Additional changes as a result of an FTA audit resulted in the HR Policy that was adopted September 14, 2009. This was revised again in May of 2013, in October of 2014 and again in January 2020.

An update version of the Human Resources policy was on the agenda of the June 2024 LAVTA Board meeting. Board members asked for changes to a number of items in the policy and directed staff to make the revisions and bring the policy back.

Discussion

At the June Board meeting the Board of Directors requested the following changes:

1) 2.8.5.a Voting leave

It was requested that due to the changes in how voting is conducted that this be removed. However, staff checked with our HR legal counsel and were advised that employers are still required to have voting leave for employees who are not able to vote outside of working hours. Employers can however, require that the employee explain why they are unable to vote during non-working hours.

2) 2.9.4.b(3) Designated person

A concern was raised regarding the term designated person in regard to FMLA reasons for leave. While the legislation is written with the term "designated person" legal counsel was on board with changing this to a person designated by the employee.

3) 2.5 Acting pay

The version of the policy presented at the June Board meeting stated “Acting pay is a *percentage* increase over the employee’s regular pay rate to be determined by the Executive Director’. This has been corrected to “Acting pay is a *percentage* increase added to the employee’s regular pay rate to be determined by the Executive Director”

4) 2.9.5.f Bereavement leave

This was changed from unpaid to paid up to 5 days per occurrence for the death of a family member defined as the employee’s child, parent, sibling, grandparent, grandchild, domestic partner, or parent in-law.

5) 2.9.5.e School activity leave

Concerns were raised as to the wording of this section. Although the original wording was taken directly from the legislation our legal counsel approved changing it to “School Activity Leave (unpaid) shall be granted to eligible employees and is considered unpaid time off for an employee to participate in activities of their child's school. To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, in grades one through twelve, or attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.

6) 2.9.5.g Organ and bone marrow donation leave

The Board asked for the wording of this section to be adjusted for clarity. This section has been changed to read “Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off, not exceeding 30 business days in a one-year period, for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. Additionally, it includes unpaid time off, not exceeding five business days in a one-year period, for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.

A “Red Line” version of this policy showing the changes from the version presented at the June Board meeting is attached for reference.

Next Steps

Once the Board has approved the changes to the Human Resources Policy, staff will move forward with the revision and distribution of the LAVTA Employee Handbook that includes the HR Policy.

Recommendation

Staff recommends that the Board of Directors approve Resolution 16-2024 and the updated Human Resources Policy.

Attachments:

1. Resolution 16-2024 adopting the LAVTA Human Resources Policy
2. Proposed Human Resources Policy (with tracked changes)
3. Proposed Human Resources Policy (without tracked changes)

RESOLUTION 16-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY UPDATING LAVTA’S HUMAN
RESOURCES POLICY**

WHEREAS, Resolution 07-2013 was adopted by the LAVTA Board on May 6, 2013 establishing and adopting the LAVTA Human Resources Policy, and

WHEREAS, Resolution 26-2014 was adopted by the LAVTA Board on October 6th, 2014 updating the Human Resources Policy, and

WHEREAS, Resolution 30-2020 was adopted by the LAVTA Board on January 6th, 2020 updating the Human Resources Policy, and

WHEREAS, it is desirable and necessary to update certain provisions to bring the policy in line with current guidelines.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY:**

1. That the policy attached as Exhibit A is hereby updated and adopted as LAVTA’s Human Resources Policy.

PASSED AND ADOPTED this 1st day of July 2024.

Evan Branning, Chair

ATTEST:

Christy Wegener, Executive Director

Approved as to form:

Michael Conneran, Legal Counsel

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
HUMAN RESOURCES POLICY

1. GENERAL PROVISIONS

1.1 PURPOSE

The objective of these policies is to facilitate efficient service to the public and to provide a human resources management system within the Livermore Amador Valley Transit Authority (LAVTA) that deals with all employees in an equitable and uniform manner.

1.2 SCOPE

In cases where these policies conflict with agreements duly agreed upon between any employee and the Authority, the provisions of the agreement shall govern. In all other cases, these rules shall apply.

2. POLICIES AND PROCEDURES

2.1 APPLICATIONS FOR EMPLOYMENT

Application for employment shall be made in a manner prescribed by the Executive Director. Applications shall require information on specific job experience, education, and training, shall contain job-related information, and shall be signed and dated by the applicant.

2.1.1 No questions on any application or asked at an interview shall attempt to elicit information concerning race, age, natural hairstyle, color, creed (including religious dress and religious grooming practices), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender identity, gender expression (including transgender or because an individual has transitioned or is transitioning), sex stereotyping, genetic information, marital status, domestic partner status, national origin, ancestry, citizenship, mental, physical or sensory disability, legally protected medical condition or information, military or veteran status, protected medical leaves, religion, or any other basis protected by federal, state, or local law for the purpose of discrimination.

2.1.2 All statements submitted on the application or attached resume may be subject to investigation and verification prior to appointment.

2.1.3 All job openings will be subject to a competitive process. The Executive Director or designee shall determine whether competition shall be limited to internal candidates or shall be opened to all qualified candidates. If competition includes outside candidates, the job opening will be advertised as appropriate to the position and in accordance with the LAVTA Human Resources Procedures Manual.

2.1.4 The Authority shall conform to all requirements under the Americans with Disability Act relating to application for employment and continued service with the Authority.

2.2 APPOINTMENT

2.2.1 All appointments to vacancies shall be made by the Executive Director or designee after considering the qualifications of the applicants.

2.2.2 Qualified Authority employees will be given due consideration for any available position upon application for the position.

2.3 ATTENDANCE

Employees shall be in attendance at their job in accordance with the rules regarding hours of work, holidays and leaves of absence.

2.3.1 An employee shall not be absent from work for any reason other than those specified in this Human Resources Policy without making prior arrangements with the Executive Director or designee. Unless prior arrangements are made, an employee who, for any reason, fails to report to work, shall make a sincere effort to immediately notify the Executive Director or designee of the reason for being absent. If the absence continues beyond the first day, the employee shall notify the Executive Director or designee on a daily basis unless other arrangements have been made. *The Executive Director or designee may require a medical certificate from the employee's treating physician if the absence continues over three consecutive days.*

2.3.2 Any unauthorized absence of an employee shall be deemed to be an absence without pay and may be cause for disciplinary action in accordance with applicable law.

2.4 OVERTIME COMPENSATION

The payment of overtime compensation shall be in accordance with Federal Law. The Executive Director shall conduct a review of the responsibilities of each position and designate whether the position is exempt from overtime compensation provisions pursuant to the Code of Federal Regulations: Title 29: Part 541. Nonexempt employees who are required to work more than 40 hours in one week shall be entitled to overtime compensation for all hours so worked. Overtime is paid only for time worked, not time compensated. Therefore, overtime is not paid when time worked is less than 40 hours in the week but the employee receives PTO, holiday pay (as defined in paragraph 5.1.1), jury duty pay or similar pay for unworked hours and the paid time exceeds 40 hours. The overtime rate shall be computed at one and one-half times the employee's regular rate of pay as calculated to the nearest one-tenth (1/10) of an hour. Employees shall be compensated for overtime worked by monetary payment, paid not later than the next payroll following the pay period in which the overtime was worked. All overtime shall be approved in writing by the Executive Director or designee.

2.5 ACTING PAY

Occasionally, a vacancy in the Agency would necessitate a staff member be appointed to an acting role, temporarily assuming duties for that position as well as continuing to be responsible for their existing duties. To be eligible for acting pay, the employee must agree to temporarily work in a position that has a higher pay level assignment than the employee's regular position. The employee acting in position retains his/her regular job title, with an "acting" designation for the temporary role.

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In all cases, the employee must return to his or her regular position and regular rate of pay when the temporary assignment is over, which is at the discretion of the Executive Director. *Regular rate of pay* means the rate that would have been paid at that point in time had the temporary assignment not happened.

2.6 Acting pay is a *percentage* increase ~~added to~~ the employee's regular pay rate to be determined by the Executive Director.

2.7 HOURS OF WORK

The Administrative Office shall be open for the public between 9:00 a.m., and 12 p.m. and 1:30 pm and 4:00 p.m. each weekday, except on Authority holidays as per paragraph 5.1.1. The Transit Center shall be open for the public as determined by the Executive Director or designee in accordance with all agreements or other public considerations.

Employees will work per established full time (40 hours per week) or part-time schedule.

2.8 LAYOFF

The Executive Director may layoff employees for lack of work, budgetary restrictions, or due to other changes that take place. Layoffs will be made based on performance without regard for seniority. The employee will be given two (2) weeks notice, except in cases of emergency, before layoff takes place.

2.9 LEAVES OF ABSENCE

2.9.1 Personal Leaves:

2.9.2 The Executive Director or designee may grant a regular employee leave of absence without pay, not to exceed three (3) months, for personal leave. No such leave shall be granted except in written form and upon written request of the employee setting forth the reason therefore. Upon expiration of a regularly approved leave of absence without pay, the employee shall be reinstated in the position held at the time leave was granted if such position is available; however, reinstatement is not guaranteed. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discipline. The Executive Director or designee may grant an employee in the introductory period a leave of absence without pay for one (1) calendar week only.

a. Medical and Other Benefits

During an approved personal leave of absence without pay per paragraph 2.7.2, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15 days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

During the unpaid leave, PTO accrual will cease.

2.9.3 Temporary Disability Leaves:

- a. An unpaid medical leave of absence may be granted for temporary medical disabilities with a doctor's written certificate of disability if a leave is necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans With Disabilities Act or the Fair Employment and Housing Act. Temporary disability leave runs concurrently with Family Medical Leave.
- b. The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.
- c. If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by the state workers' compensation laws.
- d. Requests for leave should be made as far in advance as possible. Employees are required to use any unused accrued sick leave and vacation. Employees may also be eligible for State Disability Insurance (SDI) benefits. Use of sick leave, vacation leave or State Disability Insurance benefits does not extend the time period of the leave of absence.

2.9.4 Family Medical Leave Act

a. Leave Policy

Under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), employees may take time off as provided in this policy, so long as (1) the employee has worked for the Authority for at least 12 months, and for at least 1,250 hours in the last 12 months (an employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service).

b. Reasons for Leave

Eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within any rolling 12-month period (measured backward from the date of the commencement of any Family and Medical Leave) and be restored to the same or a comparable position upon the employee's return from leave for any of the following reasons:

- (1) the birth of a child and to bond with or to care for such child;
- (2) the placement of a child with the employee for adoption or foster care and to bond with or to care for the newly-placed child;
- (3) to care for a spouse, domestic partner, child, parent ("covered relation"), parent in law, sibling, grandchild, ~~grandparent,~~ ~~or grandparent,~~ or a person designated by the employee, ~~as designated person~~ with a serious health condition;
- (4) the employee's own serious health condition that renders him/her unable to perform an essential function of his/her position;
- (5) "military exigency leave," when there is a qualifying military exigency arising out of the fact that an employee's spouse, domestic partner, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the National Guard, Reserves or regular Armed Forces. "Qualifying exigency" under the FMLA includes any activities listed in the applicable Department of Labor governing regulations. Qualifying exigencies include: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post deployment activities; (8) parental leave; and (9) additional activities.

In addition, employees are entitled to five days of unpaid leave in the event of a reproductive loss (CFRA). A "reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

In addition, under the FMLA, "Military Caregiver Leave" may be requested to care for a spouse, domestic partner, son or daughter (of any age), parent, or next of kin who is a covered service member, and who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces, including leave to care for covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of duty on active duty and that manifested before or after the veteran left active duty.

A "covered service member" under the FMLA Military Caregiver Leave is: a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing

medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. "Covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), ~~and~~ and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the any leave the employee takes for family care, medical, or military exigency leave during that period. This 12-month period will be measured *forward* from the first day leave is taken, regardless of how the Company calculates the single 12-month period for other FMLA purposes.

Military Caregiver Leave may run concurrently with CFRA leave if the covered servicemember is a CFRA "covered relation" (i.e. your spouse, registered domestic partner, child (under age 18, unless incapable of self-care because of a mental or physical disability), or parent) and the covered servicemember suffers from a serious health condition under CFRA. If such conditions are not met, CFRA leave is not exhausted during military caregiver leave. In any event, CFRA leave lasts for a maximum of 12 weeks, and any military caregiver leave beyond that would be FMLA only.

Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for military caregiver leave and any other FMLA leave, including military exigency leave. However, no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

c. Time Off from Work Due to Employee's Disability Due to Pregnancy/ Childbirth/Adoption

Time off from work because of disability due to pregnancy, childbirth, foster care placement of a child, or adoption is counted as time used for FMLA/CFRA leave. Employees who are unable to work due to pregnancy will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded

within one year of the birth, adoption, or placement. Pregnant employees should consult with Human Resources regarding their individual situation.

d. Notice of Leave

If the need for Family and Medical Leave is foreseeable, employee must give the Authority at least 30 days prior notice of the need for leave, preferably in writing. If this is not possible, employee must at least give notice as soon as practicable (generally within one (1) to two (2) business days of learning of the need for leave), and employee must comply with the Authority's usual and customary notice and procedural requirements for requesting leave absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave. Additionally, if the employee is planning a medical treatment, the employee must consult with the Authority first regarding the dates of such treatment. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable. Where the need for leave is not foreseeable, employee should notify the Authority as soon as possible and practical.

The employee's notice must include sufficient information for the Authority to determine if the leave qualifies for FMLA/CFRA protection and for the Authority to determine the expected timing and duration of the leave.

e. Certification of a Serious Health Condition

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after employee requests leave, if practicable. For foreseeable leaves the medical certification should be provided before leave begins. Failure to provide requested medical certification in a timely manner may be grounds for denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. The certification must include the name, address, phone and fax numbers of the health care provider and the type of medical practice, the approximate date on which the serious health condition began and its probable duration, a statement documenting the need for leave, and confirmation that, if the employee is the patient, employee is unable to perform one or more of the essential functions of the employee's job due to the

serious health condition or, if a family member is the patient, confirmation that the family member is in need of care.

When permitted by law, the Authority, at its expense, may require an examination by a second health care provider designated by the Authority, if it reasonably doubts the medical certification initially provided by the employee for the employee's own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the Authority, at its expense, may retain a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

Where the need for leave lasts beyond a single leave year, LAVTA may require the employee to provide new medical certification in each subsequent leave year. Any request for an extension of the leave must be supported by an updated medical certification. Failure to provide requested recertification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to LAVTA to support the employee's leave request.

f. Certification for a Qualifying Exigency

If the employee is requesting military exigency leave, employee must provide appropriate certification within 15 calendar days after employee requests leave, if practicable. Failure to provide requested certification in a timely manner may be grounds for delay of leave. Employee must provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the member's active duty service.

Employee must also provide a signed statement of the facts regarding the qualifying exigency for which FMLA is requested, and provide the approximate date on which the qualifying exigency began or will begin, the beginning and end dates for the absence that is a single continuous period of leave (or, for intermittent or reduced schedule basis leave, an estimate of the frequency and duration of the qualifying exigency), and if the

qualifying exigency involves meeting with a third party, provide appropriate contact information for any third party with whom you are meeting and a brief description of the purpose of the meeting.

g. Certification for Military Caregiver Leave

If employee is requesting leave to care for a covered service member with a serious injury or illness, employee must provide medical certification that the serious injury or illness was incurred in the line of duty on active duty in the Armed Forces.

h. Reporting While on Leave

If employee takes leave because of the employee's own serious health condition or to care for a covered family relation, employee must contact the Authority as directed regarding the status of the condition and the employee's intention to return to work. In addition, employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change, are extended, or initially were unknown.

i. Leave is Unpaid

Family and Medical Leave is unpaid leave, although employee may be eligible for short-term or disability payments, paid family leave and/or workers' compensation benefits under those insurance plans. Employee may elect to substitute any accrued paid time off (e.g., PTO, administrative, etc.) for unpaid Family and Medical Leave. The use of paid leave is subject to the terms of the Authority's usual policies, procedures and restrictions applicable to that type of paid leave.

j. Medical and Other Benefits

For the first 12 weeks of an approved Family and Medical Leave, the Authority will maintain the employee's health benefits as if the employee continues to be actively employed. If paid leave is substituted for unpaid Family and Medical Leave, the Authority will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15

days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

During the unpaid portion of a family medical leave, PTO accrual will cease.

k. Intermittent and Reduced Schedule Leave

Leave because of a serious health condition, including pregnancy-related disabilities, or military caregiver leave, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours you work per workweek) if medically necessary. Qualifying exigency leave may also be taken intermittently or on a reduced-leave schedule. Any leave taken for birth or placement of a child must be taken in blocks of at least two weeks (but employee is allowed two exceptions), and must be taken within one year of the birth or placement of the child with the employee.

If leave is unpaid, the Authority will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced leave schedule, the Authority may temporarily transfer the employee to an available alternative position that better accommodates employee's recurring leave and has equivalent pay and benefits.

l. Returning from Leave

If employee takes leave because of the employee's own serious health condition, (except if the employee is taking intermittent leave) employee is required to provide medical certification from employee's health care provider that states that employee is able to resume work and that addresses the employee's ability to perform the essential functions of the employee's job. Employees failing to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if she or he had been

continuously employed rather than on leave. In addition, employees who do not return to work are not entitled to an accrual of seniority or employment benefits that may have occurred during a leave period.

m. Employer Requirements

The Authority must inform employees requesting leave whether they are eligible for Family and Medical leave. If they are, the notice must outline any additional information that is required and outline the employees' rights and responsibilities. If they are not eligible, the notice must give a reason for the ineligibility. It is unlawful for any employer to interfere with, restrain, or deny the existence of any right provided under the FMLA/CFRA, to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA/CFRA or for involvement in any proceeding under or relating to the FMLA/CFRA. Employees may file a complaint with the U.S. Department of Labor or the California Department of Fair Employment and Housing, or employees may bring a private lawsuit to enforce the FMLA and the CFRA.

2.9.5 Other Types of Leave

- a. Voting Leave shall be granted to employees who do not have sufficient time outside of working hours to vote in a statewide election.
- b. Leave of absence with pay shall be granted to an employee who is called or required to serve as a juror. The employee must return to work on any day that they are excused from service during regular working hours or released from jury duty earlier than expected. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- c. Leave of absence with pay shall be granted to an employee while going to and from court and answering a subpoena as a witness. The employee shall be paid the difference between his/her full salary and any payment received for such duty except travel pay.
- d. Military leave shall be granted in accordance with provisions of law. Employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

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- e. School Activity ~~Leave shall~~ Leave (unpaid) shall be granted to eligible employees ~~and is considered may be~~ are entitled to take unpaid time off ~~for an employee to participate~~ in activities of their child's school. ~~In order to~~ To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, ~~a grade between in one grades one and through 12~~ twelve, or ~~attend a~~ attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.
- f. Bereavement Leave (paid) shall be granted to employees who have been employed for at least 30 days before the start of leave. ~~Bereavement leave includes are eligible for five (5) days of unpaid bereavement leave leave~~ for the death of a family member defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave must be completed within three months of the family member's date of death, although the days do not need to be consecutive.
- g. Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off ~~grants an employee a (unpaid) leave of absence~~, not exceeding 30 business days in a one-year period, ~~for~~ for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. ~~and a~~ Additionally, it includes a leave of absence (unpaid) unpaid time off, not exceeding five business days in a one-year period, ~~will be granted to for~~ will be granted to for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.
- h. When an employee participates in a funeral ceremony he/she may use Paid Time Off (PTO) to perform such duty. Time not worked because of such absence shall not affect general leave accrued.
- i. Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall

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accrue.

2.9.6 ADMINISTRATIVE LEAVE

In recognition that management employees in positions classified as exempt are required to work hours beyond their regular hours of work to fulfill their management responsibilities, each exempt management employee shall be credited with seven (7) days of administrative leave per year.

The seven (7) days of administrative leave will be credited to each exempt management employee during the first pay period in July of each succeeding year.

All managers with unused administrative leave as of June 30 will be paid for said leave in the final pay period of the fiscal year.

Exempt management employees hired during the year preceding July 1 shall receive a prorated administrative leave. Management employees leaving LAVTA prior to June 30 and who have unused Administrative Leave, will be credited on a prorated basis from July 1 to the termination date. If employee has used more than the prorated share, the final paycheck will be adjusted.

Exempt management employees are limited to the Executive Director and all employees in the Director Classification band.

2.10 OUTSIDE EMPLOYMENT

Employees who plan to participate in any gainful occupation other than Authority service during off-duty time must have written permission to do so from the Executive Director or designee. The Authority retains the right to refuse permission to any employee for such outside employment whenever it appears to the Authority that such outside employment would interfere with the proper performance of the Authority's service for which the employee has been hired, or that such outside employment may place the employee in a position of conflict of interest.

In the event of illness or injury incurred in outside employment by members so employed or arising out of such employment, the Authority will in no way be responsible for compensation or any other benefits.

Use of Authority equipment is permitted only in the performance of Authority duties.

2.11 INTRODUCTORY PERIOD

Original appointment shall be subject to an introductory period of six (6) months actual service.

- 2.11.1 New employees will be provided with an orientation to the Authority and their positions. Every month during the introductory period, new employees will meet with their supervisor to discuss the employee's performance to date. At the time of the discussion serious performance deficiencies shall be documented in writing and an action plan agreed to.

- 2.9.2 Upon completion of the introductory period, Livermore Amador Valley Transit Authority will review the employee's performance. If the Authority finds the employee's performance satisfactory and decides to continue his or her employment, it will advise the employee of any expected improvements.

Employees not meeting performance requirements during the introductory period shall be notified of such action in writing by the Executive Director or designee at any time during the introductory period.

The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.

2.10 TEMPORARY APPOINTMENTS

Appointments to Authority employment on other than an acting or regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

Temporary appointees shall serve at the discretion of the Executive Director or designee.

Temporary assignments shall be compensated per Section 2.5.

2.11 PROFESSIONAL DEVELOPMENT

Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.

Budgeted Authority funds may be used to meet the cost of registration and books for training requested by employee, provided that the program has been approved by the Executive Director or designee as being a benefit to the Authority. The Executive Director or designee, in considering a proposed training program, will require the employee to submit a Request for Authorization to Attend Training form and documentation which may as a minimum include:

- (1) An outline of program scope and purpose
- (2) An outline of specifics of the program to be undertaken
- (3) Proof of qualification for acceptance to the program
- (4) An outline of any leave from work required
- (5) A program expense budget
- (6) A demonstration that the Authority will accrue benefits from the training program equal to the Authority direct and indirect expense incurred; and
- (7) Any other information deemed to be necessary.

The Executive Director or designee shall make the final decision as to the approval of a requested training program based on the above-required prospectus.

Expenditure of Authority funds for academic courses shall be made after prior approval of the course by the Executive Director or designee. Employees shall furnish proof of a passing grade in the course to receive tuition reimbursement by the Authority. Degree programs are excluded from this policy.

Leave from work may be granted for attendance at these programs if:

- (1) This is the only time the training is available

- (2) It can be scheduled so as not to unduly jeopardize operations of the Authority.

3. GENERAL CONDUCT, DISCIPLINE, TERMINATION, AND APPEAL

3.1 CONDUCT

It shall be the responsibility of all employees to represent the Authority in a courteous, efficient, and helpful manner. The purpose of the Authority's disciplinary procedure is to advise the employee of less than satisfactory behavior or conduct, and to act as a corrective measure for improvement.

3.2 CAUSES FOR DISCIPLINARY ACTION

Employees may be subjected to disciplinary action. The following, among others, are causes which, if shown to the satisfaction of the Executive Director or designee to be related to work performance, are sufficient for disciplinary action:

- 3.2.1 Being under the influence of alcohol or illegal drugs during working hours. Bringing or consuming alcoholic beverages on LAVTA premises. Selling, using or possessing an illegal drug or controlled substance while on duty without a prescription. (See "LAVTA Substance and Alcohol Abuse Policy" for further restrictions.)
- 3.2.2 Unsatisfactory work quality or quantity.
- 3.2.3 Failure to refusal to perform a work-related task, or Insubordination. Insubordination shall mean that the employee, having the ability to do a lawful reasonable act, which he/she is directed to do by the Executive Director or designee, willfully fails or neglects to perform the directed act.
- 3.2.4 Breach of written disciplinary action.
- 3.2.5 Absence without leave or failure to report to work after a leave of absence has expired or after such leave of absence has been disapproved or revoked.
- 3.2.6 Being habitually absent or tardy for any reason.
- 3.2.7 Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Authority, its employees, customers or property.

- 3.2.8 Repeated garnishment of wages.
- 3.2.9 Falsifying or altering Authority records, including an application for employment or timekeeping records.
- 3.2.10 Disrespectful or discourteous conduct toward a customer or member of the public.
- 3.2.11 Misuse of Authority position, time, or property, including conducting personal business on Authority time and improper use of Authority equipment or credit card, or harming or destroying Authority property.
- 3.2.12 Disclosing or using confidential and/or proprietary information, such as the Authority's trade secrets, without authorization.
- 3.2.13 Theft, dishonesty.
- 3.2.14 Violating the Authority's rules against unlawful discrimination, harassment, or retaliation.
- 3.2.15 Failure to submit to a medical examination or failure to appear at the designated time and place for such examination.

3.3 TYPES OF DISCIPLINARY ACTIONS

In most cases, the Authority employs progressive steps in its disciplinary program. However, in all cases disciplinary measures shall be commensurate with the offense. Disciplinary measures may include verbal warnings, written warnings, suspensions, demotions, disciplinary probation, and terminations. Each disciplinary action, regardless of severity or position of employee, must be documented and state the grounds and reasons for the action.

3.3.1 Verbal Warnings

Verbal warnings are a discussion with the employee regarding infractions of Authority rules or policies, including the nature of the violation, the expected behavior, and the discipline that will result if the infraction is repeated.

3.3.2 Written Warnings

Written warnings are a formal notice to the employee of a violation of Authority rules or policies. The written warning should describe the violation, cite any previous verbal or written

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warnings, and describe the expected behavior and the discipline that will result if the infraction is repeated.

3.3.3 Suspensions

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Suspensions are unpaid, involuntary absences from work. Suspensions of five (5) days or more must be approved by the Executive Director or his/her designee. Employees suspended from Authority service shall forfeit all rights, privileges, and salary or other fringe benefits while on such suspension.

3.3.4 Demotions

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Demotions are a change from one position to another having lesser duties, responsibilities and salary. Demotions must be approved by the Executive Director or his/her designee.

3.3.5 Disciplinary Probations

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Employees may be placed into a probationary status because of unsatisfactory work performance and/or because of work rule violations. Employees have a specific timeframe within which to correct the problem behavior or performance. Immediate termination may occur during the disciplinary probation period if problems continue, new problems arise or if declines in performance occur.

3.3.6 Termination

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Termination is the involuntary separation of the employee. Any termination must be approved by the Executive Director or his/her designee.

3.4 NOTICE OF DISCIPLINARY ACTION

Any disciplinary action that may result in suspension of five (5) or more days, demotion, or termination must be set forth in writing and provided to the employee at least five (5) days before the proposed effective date. Notice of the proposed disciplinary action must include the following information:

- (i) A description of the proposed action, its effective date, and the rule or policy violated;
- (ii) A description of the acts or omissions forming the basis for the proposed action;

- (iii) A statement that a copy of any available materials upon which the action is based is attached to the notice.
- (iv) A statement that the employee has a right to respond orally, by requesting a conference with the supervisor imposing the discipline, or in writing prior to the effective date of the disciplinary action

3.5 GRIEVANCE PROCEDURE

Authority employees, except employees in their probationary period, who have been demoted, suspended for five (5) or more days, or terminated are entitled to appeal the decision and receive a hearing from a neutral decision-maker.

- 3.5.1 A formal grievance shall be filed by the employee within five (5) working days of the effective date of any demotion, suspension for five (5) or more days, or termination. The formal grievance shall be filed with the Executive Director on a form prescribed by the Authority.
- 3.5.2 The Executive Director shall schedule a fair and impartial hearing within thirty (30) calendar days of the filing of the grievance. At the hearing, the employee may answer the charges against him or her, present any mitigating evidence, or otherwise respond to the disciplinary action. The Executive Director will issue his/her decision within ten (10) working days of the hearing. The Executive Director may overturn, affirm or modify the disciplinary action.
- 3.5.3 If the employee is not satisfied with the Executive Director's decision, he/she may appeal the decision within five days to the Board of Directors. The appeal must be filed within five (5) working days of the date of the Executive Director's decision. The appeal shall include a copy of the original grievance, the decision rendered by the Executive Director, and a statement of reasons for the appeal.
- 3.5.4 The Board shall employ a neutral third party to hear the appeal and to recommend action to the Board.
- 3.5.5 The Board may adopt, reject, or modify the recommendation of the Board-appointed neutral third party. The decision of the Board is the final action of the Authority and shall be final and binding on the parties.

3.6 RESIGNATION

An employee wishing to leave the service of the Authority in good standing will file with the Executive Director or his/her designee a written resignation stating the effective date and reason for leaving. The Authority requests that the employee submit the written resignation at least two (2) weeks in advance for the employee to be considered to have resigned in good standing.

Upon the submittal of a written or verbal notice of resignation, the action of the employee may not be rescinded without the approval of the Executive Director. The decision of the Executive Director on the request of an employee to withdraw a notice of resignation shall be final.

Failure of an employee to resign in good standing or give notice of resignation shall be entered in the employee's service record and may be cause for denying future employment with the Authority.

4. PERFORMANCE EVALUATIONS AND RATES OF PAY

- 4.1.1 Each regular employee shall receive an annual written performance evaluation during the month of June. As part of the performance evaluation, an overall rating of clearly outstanding, exceeds expectations, meets expectations, needs improvement, or unsatisfactory will be given.
- 4.1.2 Regular employees receiving "needs improvement" or "unsatisfactory" performance evaluations will be provided with a written action plan to improve performance and be scheduled for a follow up evaluation in six months.
- 4.1.3 New employees will be evaluated as described in paragraph 2.9.1 and 2.9.2. New employees who qualify for a six month evaluation prior to July 1st will be eligible for a prorated merit salary increase based on evaluation results and time served.

4.2 RATES OF PAY

4.2.1 Pay for Performance Compensation Plan

The following is a description of the basic tenets of the Authority's performance pay plan for its employees. This plan underscores the Authority's commitment to achieving results and providing the best service with the finest employees.

- (a) Market Surveys – As part of the annual budget approval process, salary ranges will be established

in accordance with procedures in the Human Resources Manual, which includes adherence to the Executive Director Compensation Policy and an annual salary survey for all established positions within the Authority. The Survey will establish a market range and midpoint for positions within the Authority.

- (b) Control Points – For each classification band in the pay plan a “control point” is established. The control point is considered the midpoint of the salary range. The midpoint represents the value of each position within the internal organizational structure. The plan provides an opportunity for individuals to earn up to 15% above their control point for continued exceptional performance. Conversely, salaries of employees not meeting the Authority’s performance standards may drop to 15% less than the control point.

4.2.2 Performance Zones – Each salary range shall be divided into four performance zones as follows:

- (a) Zone One (85% through 95% of control point): This portion of the range is typically considered to be that into which a new employee is hired. However, where circumstances warrant, employees may be hired up to the control point.
- (b) Zone Two (96% through 104% of the control point): This is the portion of the salary range to which an employee may normally expect to progress. Most employees will achieve and maintain a salary within this portion of the range.
- (c) Zone Three (105% through 111% of the control point): Only those employees whose performance, over time, exceeds expectations will achieve and maintain a salary that falls within this portion of the range.
- (d) Zone Four (111% through 115% of the control point): Only those employees whose performance, over time, far exceeds expectations will achieve and maintain a salary that falls within this portion of the range

4.2.3 Comp-Ratio – As part of the administration of the pay plan, a comp-ratio shall be computed for each employee. The comp-ratio represents the relationship of each employee's current salary to the control point of his/her salary range. The comp-ratio is calculated by dividing the employee's current salary by the control point of his/her salary grade.

4.2.4 Merit Salary Increase – Merit salary increases may be considered on an annual basis and distributed by the Executive Director based upon the recommendation of the supervisor and the following general guidelines

- Increase amounts should differ significantly as performance levels increase.
- All other considerations being equal, employees in the lower performance zones of the salary range (below the control point) may receive larger percentage increases than those in higher performance zones (above the control point).
- No salary increase shall be awarded in instances where a performance rating is "Needs Improvement" or "Unsatisfactory."

4.2.5 In the month of June each year, employees will be eligible for individual salary adjustments effective July 1. Said increases shall be made based solely upon performance and in accordance with the guidelines above. No salary increase shall be made unless a performance appraisal has been made of the employee.

4.2.6 Performance Bonus – The Executive Director may recognize an employee's specific accomplishments by authorizing a performance bonus. In the case of employees who do not report directly to the Executive Director the supervisor may recommend to the Executive Director that a bonus be given. The performance bonus may be authorized for significant project accomplishments or significant cost savings beyond the normal high expectations of the staff. All bonuses granted shall be in the form of a one-time payment. The total of all bonuses granted shall not exceed 2% of the annual gross payroll.

4.2.7 Salary Bands

The positions, with the exception of Executive Director, shall all be properly classified with respect to Fair Labor Standards Act (FLSA), and all positions appropriately assigned to the following Salary Bands.

Band 1 – Hourly

Band 2 - Support

Band 3 - Professional

Band 4 – Senior Professional

Band 5 – Manager

Band 6 - Director

- 4.2.8 Employees shall be paid salaries on the Friday following the end of the bi-weekly pay period.

5. BENEFITS

5.1 HOLIDAYS

- 5.1.1 Each full-time employee shall be entitled to the following paid holidays which are hereby declared to be official holidays of the Authority:

- | | | |
|----|-----------------------------------|-----------------------------------|
| a) | New Year's Day | January 1 |
| b) | Martin Luther King, Jr. Day | 3 rd Mon. in January |
| c) | Washington's Birthday | 3 rd Mon. in February |
| d) | Memorial Day | Last Mon. in May |
| e) | Independence Day | July 4 |
| f) | Labor Day | 1 st Mon. in September |
| g) | Veteran's Day | November 11 |
| h) | Thanksgiving Day | 4 th Thursday in Nov. |
| i) | Friday following Thanksgiving Day | |
| j) | Christmas Eve | December 24 |
| k) | Christmas Day | December 25 |
| l) | New Year's Eve | December 31 |

Any holiday falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday, unless that is already a designated holiday, in which case the holiday falling on a Sunday shall be observed on Friday.

5.2 PAID TIME OFF (PTO)

A plan for paid time off (PTO) shall be established for all employees regularly scheduled to work more than 1,040 hours on an annual basis, in lieu of traditional vacation leave, sick leave, bereavement leave, etc. PTO may be used for any leave purpose; however, its use shall be governed by the following sections.

Employees off work due to a disability, or on approved leave of absence as defined in Section 2.8, shall be required to use all PTO accrued prior to taking a leave of absence without pay. If an employee is eligible to receive disability benefits, PTO benefits will be coordinated with disability benefits to make up the difference between the disability benefit and the employee's monthly salary, until PTO benefits are exhausted.

5.2.1 There shall be two categories of PTO as outlined below:

- a) Scheduled PTO: Any PTO which can be reasonably forecast or anticipated, i.e. vacation, scheduled medical/dental appointments, extended weekends, personal leave, etc.
- b) Unscheduled PTO: Any leave that is genuinely of an unanticipated nature, i.e. sick leave, bereavement leave, etc.

5.2.2 Scheduled PTO requires the approval of the Executive Director or his/her designee prior to the absence. Scheduled leave exceeding three weeks requires the special approval of the Executive Director. The employee shall be given due regard in selecting a convenient time to take scheduled PTO, provided it is not in direct conflict with the best interest of the Authority. A request for scheduled PTO should be submitted in accordance with established procedures. Every effort should be made to submit requests two weeks prior to the PTO.

The use of unscheduled PTO shall be reported on the employee's time card. Inappropriate or excessive use of unscheduled PTO may be grounds for disciplinary action.

5.2.3 "PTO Accrual": Depending on the status of the employee, the amount of PTO accrued shall be as follows:

- a) Full-Time Employees: Each full-time employee shall accrue PTO for each pay period of service, based on the years of service with the Authority. The accrual of PTO shall begin upon entry on duty at the Authority. The accrual shall be in accordance with the following schedule:

Length of Service	PTO Accrued Each Pay Period
Beginning with the first day of service through the fifth year anniversary (without a break in service)	6.77 Hours
Following the fifth year	8.31 Hours

- b) Employees scheduled to work 20-40 Hours Per Week: For employees scheduled to work between 20 and 40 hours per week, the pro-rata share to be accrued will be the percentage of a regular 40 hour work week which they are scheduled to work, multiplied by the PTO accrued per month, as shown in Subsection a. above.

5.2.4 No employee shall accrue more than 346 hours of PTO. When an employee's unused PTO balance reaches this limit, all accrual of additional PTO shall cease until the balance falls below the maximum accrual limit.

5.2.5 Any employee separating from the Authority service who has accrued PTO shall be entitled to termination pay in lieu of such PTO. When separation is caused by death, payment shall be made to the employee's spouse or estate or, in applicable cases, as provided by the Probate Code of the State. Termination pay will be paid at the employee's current hourly rate at the time of termination, for any unused PTO.

5.3 PAID SICK LEAVE (TEMPORARY EMPLOYEES ONLY)

Temporary employees qualify to accrue paid sick leave upon the start of the temporary employee's employment. Temporary employees may take paid sick leave accrued under this policy if they have worked for the Livermore Amador Valley Transit Authority for at least 90 days.

Temporary employees accrue one hour of paid sick leave for every 30 hours of work performed. Employees may not accrue more than 48 hours or six regularly-scheduled workdays of paid sick leave, whichever is greater, at any given time. Employees who reach the applicable cap will cease to

accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap. Paid sick leave not used in a year otherwise carries over from year to year.

Temporary employees may take the greater of 40 hours or five regularly-scheduled workdays' worth of paid sick leave per year for any qualifying reason. Employees using paid sick leave must do so in minimum increments of two hours.

Paid sick leave may be used for the diagnosis, care (including preventative care), or treatment of an existing health condition of a temporary employee and certain family members of the employee, including the employee's designated person. Employees who are the victim of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

If the need for sick leave is foreseeable, the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practicable.

Accrued unused paid sick leave is not paid out upon termination. However, temporary employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated.

5.4 WORKERS' COMPENSATION

The employer shall observe the State law with regard to Workers' Compensation.

5.5 RETIREMENT PLAN

Effective January 1, 2013, LAVTA established two tiers of retirement plan benefits.

- (a) Tier 1 – Defined as members of the State of California Public Employees' Retirement System (PERS) or reciprocal system, on or before December 31, 2012. The employee shall be covered under the 2% at age 55 plan of the State of California Public Employee's Retirement System, including the third level of benefits under the 1959 Survivor Benefit and final year compensation. Employee shall pay the employee's PERS contribution as a before tax deduction.
- (b) Tier 2 – Defined as members of the State of California Public Employees' Retirement System (PERS) on or after January , 2013.

The employee shall be covered under the 2% at age 62 PERS plan, including the third level of benefits under the 1959 Survivor Benefit, and three year final compensation. Employee shall pay 50% of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater.

5.6 HEALTH, DENTAL AND VISION CARE INSURANCE

Full-time employees shall, at the option of the employer, be provided family medical, dental, and vision insurance as described herein. Annuitants shall be provided medical insurance as described herein:

- 5.6.1 Full-time employees and annuitants will be provided the option to select eligible plans administered under the California Public Employees' Retirement System, Public Employees' Medical and Hospital Care Act.
- 5.6.2 The Authority's contribution for each employee or annuitant (hired prior to July 1st, 2010) shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan up to a maximum of the full premium contribution for the highest premium HMO (PERSCare is not an HMO).
- 5.6.3 Annuitants hired on or after July 1st, 2010 require a minimum of ten years of CalPERS service credit in order to qualify to receive a 50% employer contribution. Five of those ten years must be performed at LAVTA. Each additional service credit year after ten years increases the employer contribution percentage by 5% until 20 years of service is reached, at which time the retiring employee is eligible for 100% of the employer contribution.
- 5.6.4 Employees and their eligible dependents shall be provided with a dental care plan. The Authority shall pay the premium for this dental care plan for both the employee and eligible dependents. The premium paid by the Authority for regular part-time employees shall be prorated as defined in section 5.10 of this policy.
- 5.6.6 Employees and their eligible dependents shall be enrolled in a vision care plan. The premium for the vision care plan for both the employee and eligible dependents shall be paid by the Authority. The premium paid by the Authority for regular part-time employees shall be prorated.

- 5.6.7 It is the employee's responsibility to notify the Authority regarding any changes in dependent status.

5.7 DISABILITY INSURANCE

- 5.7.1 The Authority will contribute on behalf of each full-time employee the cost of premiums associated with the provision of long-term disability insurance with an elimination period of not more than sixty days. The insurance plan shall be selected and approved by the Board of Directors of the Authority. Specific benefits shall be defined in the plan documents.
- 5.7.2 Full time employees off work due to a disability will continue to receive health care benefits, as defined in Section 5.5, for up to six months following complete exhaustion of their leave accrual. At the end of six months employees on disability leave may continue coverage by paying the premium payments themselves through LAVTA.

5.7 LIFE ACCIDENTAL DEATH & DISMEMBERMENT

The Authority shall contribute an amount necessary to provide life insurance in an amount equal to one and one-half times the employee's current annual salary. This insurance shall include accidental death and dismemberment coverage.

5.8 TRANSIT PASS

In accordance with the LAVTA Employee Free Ride Policy, all employees and eligible family members/dependents, as defined in the Policy, are eligible to ride Wheels Fixed Route transit service at no cost. In addition, employees riding Dial-A-Ride Paratransit must be certified eligible for participation in the ADA paratransit program, in which case free rides on Dial-A-Ride will be available only for work related trips.

5.9 USE OF PERSONAL OR AGENCY VEHICLES

Employees who use their personal automobile for authorized office business shall receive reimbursement at the applicable rate as established by the Internal Revenue Service. Alternatively, employees may use a LAVTA staff vehicle. Whether using a personal vehicle or an agency owned vehicle while doing work for the agency the employees must comply with the requirements outlined in the Use of LAVTA Service Vehicle Policy.

5.10 PART-TIME EMPLOYEES

Attachment 2

Employees employed on a regular schedule of more than 1,040 hours and less than 2,080 hours on an annual basis, shall receive prorated benefits as determined by the Executive Director.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
HUMAN RESOURCES POLICY

1. GENERAL PROVISIONS

1.1 PURPOSE

The objective of these policies is to facilitate efficient service to the public and to provide a human resources management system within the Livermore Amador Valley Transit Authority (LAVTA) that deals with all employees in an equitable and uniform manner.

1.2 SCOPE

In cases where these policies conflict with agreements duly agreed upon between any employee and the Authority, the provisions of the agreement shall govern. In all other cases, these rules shall apply.

2. POLICIES AND PROCEDURES

2.1 APPLICATIONS FOR EMPLOYMENT

Application for employment shall be made in a manner prescribed by the Executive Director. Applications shall require information on specific job experience, education, and training, shall contain job-related information, and shall be signed and dated by the applicant.

2.1.1 No questions on any application or asked at an interview shall attempt to elicit information concerning race, age, natural hairstyle, color, creed (including religious dress and religious grooming practices), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender identity, gender expression (including transgender or because an individual has transitioned or is transitioning), sex stereotyping, genetic information, marital status, domestic partner status, national origin, ancestry, citizenship, mental, physical or sensory disability, legally protected medical condition or information, military or veteran status, protected medical leaves, religion, or any other basis protected by federal, state, or local law for the purpose of discrimination.

2.1.2 All statements submitted on the application or attached resume may be subject to investigation and verification prior to appointment.

2.1.3 All job openings will be subject to a competitive process. The Executive Director or designee shall determine whether competition shall be limited to internal candidates or shall be opened to all qualified candidates. If competition includes outside candidates, the job opening will be advertised as appropriate to the position and in accordance with the LAVTA Human Resources Procedures Manual.

2.1.4 The Authority shall conform to all requirements under the Americans with Disability Act relating to application for employment and continued service with the Authority.

2.2 APPOINTMENT

2.2.1 All appointments to vacancies shall be made by the Executive Director or designee after considering the qualifications of the applicants.

2.2.2 Qualified Authority employees will be given due consideration for any available position upon application for the position.

2.3 ATTENDANCE

Employees shall be in attendance at their job in accordance with the rules regarding hours of work, holidays and leaves of absence.

2.3.1 An employee shall not be absent from work for any reason other than those specified in this Human Resources Policy without making prior arrangements with the Executive Director or designee. Unless prior arrangements are made, an employee who, for any reason, fails to report to work, shall make a sincere effort to immediately notify the Executive Director or designee of the reason for being absent. If the absence continues beyond the first day, the employee shall notify the Executive Director or designee on a daily basis unless other arrangements have been made. *The Executive Director or designee may require a medical certificate from the employee's treating physician if the absence continues over three consecutive days.*

2.3.2 Any unauthorized absence of an employee shall be deemed to be an absence without pay and may be cause for disciplinary action in accordance with applicable law.

2.4 OVERTIME COMPENSATION

The payment of overtime compensation shall be in accordance with Federal Law. The Executive Director shall conduct a review of the responsibilities of each position and designate whether the position is exempt from overtime compensation provisions pursuant to the Code of Federal Regulations: Title 29: Part 541. Nonexempt employees who are required to work more than 40 hours in one week shall be entitled to overtime compensation for all hours so worked. Overtime is paid only for time worked, not time compensated. Therefore, overtime is not paid when time worked is less than 40 hours in the week but the employee receives PTO, holiday pay (as defined in paragraph 5.1.1), jury duty pay or similar pay for unworked hours and the paid time exceeds 40 hours. The overtime rate shall be computed at one and one-half times the employee's regular rate of pay as calculated to the nearest one-tenth (1/10) of an hour. Employees shall be compensated for overtime worked by monetary payment, paid not later than the next payroll following the pay period in which the overtime was worked. All overtime shall be approved in writing by the Executive Director or designee.

2.5 ACTING PAY

Occasionally, a vacancy in the Agency would necessitate a staff member be appointed to an acting role, temporarily assuming duties for that position as well as continuing to be responsible for their existing duties. To be eligible for acting pay, the employee must agree to temporarily work in a position that has a higher pay level assignment than the employee's regular position. The employee acting in position retains his/her regular job title, with an "acting" designation for the temporary role.

In all cases, the employee must return to his or her regular position and regular rate of pay when the temporary assignment is over, which is at the discretion of the Executive Director. *Regular rate of pay* means the rate that would have been paid at that point in time had the temporary assignment not happened.

- 2.6 Acting pay is a *percentage* increase added to the employee's regular pay rate to be determined by the Executive Director.

2.7 HOURS OF WORK

The Administrative Office shall be open for the public between 9:00 a.m., and 12 p.m. and 1:30 pm and 4:00 p.m. each weekday, except on Authority holidays as per paragraph 5.1.1. The Transit Center shall be open for the public as determined by the Executive Director or designee in accordance with all agreements or other public considerations.

Employees will work per established full time (40 hours per week) or part-time schedule.

2.8 LAYOFF

The Executive Director may layoff employees for lack of work, budgetary restrictions, or due to other changes that take place. Layoffs will be made based on performance without regard for seniority. The employee will be given two (2) weeks notice, except in cases of emergency, before layoff takes place.

2.9 LEAVES OF ABSENCE

2.9.1 Personal Leaves:

2.9.2 The Executive Director or designee may grant a regular employee leave of absence without pay, not to exceed three (3) months, for personal leave. No such leave shall be granted except in written form and upon written request of the employee setting forth the reason therefore. Upon expiration of a regularly approved leave of absence without pay, the employee shall be reinstated in the position held at the time leave was granted if such position is available; however, reinstatement is not guaranteed. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discipline. The Executive Director or designee may grant an employee in the introductory period a leave of absence without pay for one (1) calendar week only.

a. Medical and Other Benefits

During an approved personal leave of absence without pay per paragraph 2.7.2, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15 days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

During the unpaid leave, PTO accrual will cease.

2.9.3 Temporary Disability Leaves:

- a. An unpaid medical leave of absence may be granted for temporary medical disabilities with a doctor's written certificate of disability if a leave is necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans With Disabilities Act or the Fair Employment and Housing Act. Temporary disability leave runs concurrently with Family Medical Leave.
- b. The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.
- c. If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by the state workers' compensation laws.
- d. Requests for leave should be made as far in advance as possible. Employees are required to use any unused accrued sick leave and vacation. Employees may also be eligible for State Disability Insurance (SDI) benefits. Use of sick leave, vacation leave or State Disability Insurance benefits does not extend the time period of the leave of absence.

2.9.4 Family Medical Leave Act

a. Leave Policy

Under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), employees may take time off as provided in this policy, so long as (1) the employee has worked for the Authority for at least 12 months, and for at least 1,250 hours in the last 12 months (an employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service).

b. Reasons for Leave

Eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within any rolling 12-month period (measured backward from the date of the commencement of any Family and Medical Leave) and be restored to the same or a comparable position upon the employee's return from leave for any of the following reasons:

- (1) the birth of a child and to bond with or to care for such child;
 - (2) the placement of a child with the employee for adoption or foster care and to bond with or to care for the newly-placed child;
 - (3) to care for a spouse, domestic partner, child, parent ("covered relation"), parent in law, sibling, grandchild, grandparent, or a person designated by the employee, with a serious health condition;
 - (4) the employee's own serious health condition that renders him/her unable to perform an essential function of his/her position;
 - (5) "military exigency leave," when there is a qualifying military exigency arising out of the fact that an employee's spouse, domestic partner, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the National Guard, Reserves or regular Armed Forces.
- "Qualifying exigency" under the FMLA includes any activities listed in the applicable Department of Labor governing regulations. Qualifying exigencies include: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post deployment activities; (8) parental leave; and (9) additional activities.

In addition, employees are entitled to five days of unpaid leave in the event of a reproductive loss (CFRA). A "reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

In addition, under the FMLA, "Military Caregiver Leave" may be requested to care for a spouse, domestic partner, son or daughter (of any age), parent, or next of kin who is a covered service member, and who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces, including leave to care for covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of duty on active duty and that manifested before or after the veteran left active duty.

A "covered service member" under the FMLA Military Caregiver Leave is: a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing

medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. "Covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the any leave the employee takes for family care, medical, or military exigency leave during that period. This 12-month period will be measured *forward* from the first day leave is taken, regardless of how the Company calculates the single 12-month period for other FMLA purposes.

Military Caregiver Leave may run concurrently with CFRA leave if the covered servicemember is a CFRA "covered relation" (i.e. your spouse, registered domestic partner, child (under age 18, unless incapable of self-care because of a mental or physical disability), or parent) and the covered servicemember suffers from a serious health condition under CFRA. If such conditions are not met, CFRA leave is not exhausted during military caregiver leave. In any event, CFRA leave lasts for a maximum of 12 weeks, and any military caregiver leave beyond that would be FMLA only.

Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for military caregiver leave and any other FMLA leave, including military exigency leave. However, no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

c. Time Off from Work Due to Employee's Disability Due to Pregnancy/ Childbirth/Adoption

Time off from work because of disability due to pregnancy, childbirth, foster care placement of a child, or adoption is counted as time used for FMLA/CFRA leave. Employees who are unable to work due to pregnancy will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded

within one year of the birth, adoption, or placement. Pregnant employees should consult with Human Resources regarding their individual situation.

d. Notice of Leave

If the need for Family and Medical Leave is foreseeable, employee must give the Authority at least 30 days prior notice of the need for leave, preferably in writing. If this is not possible, employee must at least give notice as soon as practicable (generally within one (1) to two (2) business days of learning of the need for leave), and employee must comply with the Authority's usual and customary notice and procedural requirements for requesting leave absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave. Additionally, if the employee is planning a medical treatment, the employee must consult with the Authority first regarding the dates of such treatment. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable. Where the need for leave is not foreseeable, employee should notify the Authority as soon as possible and practical.

The employee's notice must include sufficient information for the Authority to determine if the leave qualifies for FMLA/CFRA protection and for the Authority to determine the expected timing and duration of the leave.

e. Certification of a Serious Health Condition

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after employee requests leave, if practicable. For foreseeable leaves the medical certification should be provided before leave begins. Failure to provide requested medical certification in a timely manner may be grounds for denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. The certification must include the name, address, phone and fax numbers of the health care provider and the type of medical practice, the approximate date on which the serious health condition began and its probable duration, a statement documenting the need for leave, and confirmation that, if the employee is the patient, employee is unable to perform one or more of the essential functions of the employee's job due to the

serious health condition or, if a family member is the patient, confirmation that the family member is in need of care.

When permitted by law, the Authority, at its expense, may require an examination by a second health care provider designated by the Authority, if it reasonably doubts the medical certification initially provided by the employee for the employee's own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the Authority, at its expense, may retain a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

Where the need for leave lasts beyond a single leave year, LAVTA may require the employee to provide new medical certification in each subsequent leave year. Any request for an extension of the leave must be supported by an updated medical certification. Failure to provide requested recertification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to LAVTA to support the employee's leave request.

f. Certification for a Qualifying Exigency

If the employee is requesting military exigency leave, employee must provide appropriate certification within 15 calendar days after employee requests leave, if practicable. Failure to provide requested certification in a timely manner may be grounds for delay of leave. Employee must provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the member's active duty service.

Employee must also provide a signed statement of the facts regarding the qualifying exigency for which FMLA is requested, and provide the approximate date on which the qualifying exigency began or will begin, the beginning and end dates for the absence that is a single continuous period of leave (or, for intermittent or reduced schedule basis leave, an estimate of the frequency and duration of the qualifying exigency), and if the

qualifying exigency involves meeting with a third party, provide appropriate contact information for any third party with whom you are meeting and a brief description of the purpose of the meeting.

g. Certification for Military Caregiver Leave

If employee is requesting leave to care for a covered service member with a serious injury or illness, employee must provide medical certification that the serious injury or illness was incurred in the line of duty on active duty in the Armed Forces.

h. Reporting While on Leave

If employee takes leave because of the employee's own serious health condition or to care for a covered family relation, employee must contact the Authority as directed regarding the status of the condition and the employee's intention to return to work. In addition, employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change, are extended, or initially were unknown.

i. Leave is Unpaid

Family and Medical Leave is unpaid leave, although employee may be eligible for short-term or disability payments, paid family leave and/or workers' compensation benefits under those insurance plans. Employee may elect to substitute any accrued paid time off (e.g., PTO, administrative, etc.) for unpaid Family and Medical Leave. The use of paid leave is subject to the terms of the Authority's usual policies, procedures and restrictions applicable to that type of paid leave.

j. Medical and Other Benefits

For the first 12 weeks of an approved Family and Medical Leave, the Authority will maintain the employee's health benefits as if the employee continues to be actively employed. If paid leave is substituted for unpaid Family and Medical Leave, the Authority will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15

days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

During the unpaid portion of a family medical leave, PTO accrual will cease.

k. Intermittent and Reduced Schedule Leave

Leave because of a serious health condition, including pregnancy-related disabilities, or military caregiver leave, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours you work per workweek) if medically necessary. Qualifying exigency leave may also be taken intermittently or on a reduced-leave schedule. Any leave taken for birth or placement of a child must be taken in blocks of at least two weeks (but employee is allowed two exceptions), and must be taken within one year of the birth or placement of the child with the employee.

If leave is unpaid, the Authority will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced leave schedule, the Authority may temporarily transfer the employee to an available alternative position that better accommodates employee's recurring leave and has equivalent pay and benefits.

l. Returning from Leave

If employee takes leave because of the employee's own serious health condition, (except if the employee is taking intermittent leave) employee is required to provide medical certification from employee's health care provider that states that employee is able to resume work and that addresses the employee's ability to perform the essential functions of the employee's job. Employees failing to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if she or he had been

continuously employed rather than on leave. In addition, employees who do not return to work are not entitled to an accrual of seniority or employment benefits that may have occurred during a leave period.

m. Employer Requirements

The Authority must inform employees requesting leave whether they are eligible for Family and Medical leave. If they are, the notice must outline any additional information that is required and outline the employees' rights and responsibilities. If they are not eligible, the notice must give a reason for the ineligibility. It is unlawful for any employer to interfere with, restrain, or deny the existence of any right provided under the FMLA/CFRA, to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA/CFRA or for involvement in any proceeding under or relating to the FMLA/CFRA. Employees may file a complaint with the U.S. Department of Labor or the California Department of Fair Employment and Housing, or employees may bring a private lawsuit to enforce the FMLA and the CFRA.

2.9.5 Other Types of Leave

- a. Voting Leave shall be granted to employees who do not have sufficient time outside of working hours to vote in a statewide election.
- b. Leave of absence with pay shall be granted to an employee who is called or required to serve as a juror. The employee must return to work on any day that they are excused from service during regular working hours or released from jury duty earlier than expected. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- c. Leave of absence with pay shall be granted to an employee while going to and from court and answering a subpoena as a witness. The employee shall be paid the difference between his/her full salary and any payment received for such duty except travel pay.
- d. Military leave shall be granted in accordance with provisions of law. Employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

- e. School Activity Leave (unpaid) shall be granted to eligible employees and is considered unpaid time off for an employee to participate in activities of their child's school. To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, in grades one through twelve, or attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.
- f. Bereavement Leave (paid) shall be granted to employees who have been employed for at least 30 days before the start of leave. Bereavement leave includes five (5) days of paid leave for the death of a family member defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave must be completed within three months of the family member's date of death, although the days do not need to be consecutive.
- g. Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off, not exceeding 30 business days in a one-year period, for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. Additionally, it includes unpaid time off, not exceeding five business days in a one-year period, for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.
- h. When an employee participates in a funeral ceremony he/she may use Paid Time Off (PTO) to perform such duty. Time not worked because of such absence shall not affect general leave accrued.
- i. Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.

2.9.6 ADMINISTRATIVE LEAVE

In recognition that management employees in positions classified as exempt are required to work hours beyond their regular hours of work to fulfill their management responsibilities, each exempt management employee shall be credited with seven (7) days of administrative leave per year.

The seven (7) days of administrative leave will be credited to each exempt management employee during the first pay period in July of each succeeding year.

All managers with unused administrative leave as of June 30 will be paid for said leave in the final pay period of the fiscal year.

Exempt management employees hired during the year preceding July 1 shall receive a prorated administrative leave. Management employees leaving LAVTA prior to June 30 and who have unused Administrative Leave, will be credited on a prorated basis from July 1 to the termination date. If employee has used more than the prorated share, the final paycheck will be adjusted.

Exempt management employees are limited to the Executive Director and all employees in the Director Classification band.

2.10

OUTSIDE EMPLOYMENT

Employees who plan to participate in any gainful occupation other than Authority service during off-duty time must have written permission to do so from the Executive Director or designee. The Authority retains the right to refuse permission to any employee for such outside employment whenever it appears to the Authority that such outside employment would interfere with the proper performance of the Authority's service for which the employee has been hired, or that such outside employment may place the employee in a position of conflict of interest.

In the event of illness or injury incurred in outside employment by members so employed or arising out of such employment, the Authority will in no way be responsible for compensation or any other benefits.

Use of Authority equipment is permitted only in the performance of Authority duties.

2.11 INTRODUCTORY PERIOD

Original appointment shall be subject to an introductory period of six (6) months actual service.

2.11.1 New employees will be provided with an orientation to the Authority and their positions. Every month during the introductory period, new employees will meet with their supervisor to discuss the employee's performance to date. At the time of the discussion serious performance deficiencies shall be documented in writing and an action plan agreed to.

2.9.2 Upon completion of the introductory period, Livermore Amador Valley Transit Authority will review the employee's performance. If the Authority finds the employee's performance satisfactory and decides to continue his or her employment, it will advise the employee of any expected improvements.

Employees not meeting performance requirements during the introductory period shall be notified of such action in writing by the Executive Director or designee at any time during the introductory period.

The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.

2.10 TEMPORARY APPOINTMENTS

Appointments to Authority employment on other than an acting or regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

Temporary appointees shall serve at the discretion of the Executive Director or designee.

Temporary assignments shall be compensated per Section 2.5.

2.11 PROFESSIONAL DEVELOPMENT

Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.

Budgeted Authority funds may be used to meet the cost of registration and books for training requested by employee, provided that the program has been approved by the Executive Director or designee as being a benefit to the Authority. The Executive Director or designee, in considering a proposed training program, will require the employee to submit a Request for Authorization to Attend Training form and documentation which may as a minimum include:

- (1) An outline of program scope and purpose
- (2) An outline of specifics of the program to be undertaken
- (3) Proof of qualification for acceptance to the program
- (4) An outline of any leave from work required
- (5) A program expense budget
- (6) A demonstration that the Authority will accrue benefits from the training program equal to the Authority direct and indirect expense incurred; and
- (7) Any other information deemed to be necessary.

The Executive Director or designee shall make the final decision as to the approval of a requested training program based on the above-required prospectus.

Expenditure of Authority funds for academic courses shall be made after prior approval of the course by the Executive Director or designee. Employees shall furnish proof of a passing grade in the course to receive tuition reimbursement by the Authority. Degree programs are excluded from this policy.

Leave from work may be granted for attendance at these programs if:

- (1) This is the only time the training is available
- (2) It can be scheduled so as not to unduly jeopardize operations of the Authority.

3. GENERAL CONDUCT, DISCIPLINE, TERMINATION, AND APPEAL

3.1 CONDUCT

It shall be the responsibility of all employees to represent the Authority in a courteous, efficient, and helpful manner. The purpose of the Authority's disciplinary procedure is to advise the employee of less than satisfactory behavior or conduct, and to act as a corrective measure for improvement.

3.2 CAUSES FOR DISCIPLINARY ACTION

Employees may be subjected to disciplinary action. The following, among others, are causes which, if shown to the satisfaction of the Executive Director or designee to be related to work performance, are sufficient for disciplinary action:

- 3.2.1 Being under the influence of alcohol or illegal drugs during working hours. Bringing or consuming alcoholic beverages on LAVTA premises. Selling, using or possessing an illegal drug or controlled substance while on duty without a prescription. (See "LAVTA Substance and Alcohol Abuse Policy" for further restrictions.)
- 3.2.2 Unsatisfactory work quality or quantity.
- 3.2.3 Failure to refusal to perform a work-related task, or Insubordination. Insubordination shall mean that the employee, having the ability to do a lawful reasonable act, which he/she is directed to do by the Executive Director or designee, willfully fails or neglects to perform the directed act.
- 3.2.4 Breach of written disciplinary action.
- 3.2.5 Absence without leave or failure to report to work after a leave of absence has expired or after such leave of absence has been disapproved or revoked.
- 3.2.6 Being habitually absent or tardy for any reason.
- 3.2.7 Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Authority, its employees, customers or property.
- 3.2.8 Repeated garnishment of wages.
- 3.2.9 Falsifying or altering Authority records, including an application for employment or timekeeping records.

- 3.2.10 Disrespectful or discourteous conduct toward a customer or member of the public.
- 3.2.11 Misuse of Authority position, time, or property, including conducting personal business on Authority time and improper use of Authority equipment or credit card, or harming or destroying Authority property.
- 3.2.12 Disclosing or using confidential and/or proprietary information, such as the Authority's trade secrets, without authorization.
- 3.2.13 Theft, dishonesty.
- 3.2.14 Violating the Authority's rules against unlawful discrimination, harassment, or retaliation.
- 3.2.15 Failure to submit to a medical examination or failure to appear at the designated time and place for such examination.

3.3 TYPES OF DISCIPLINARY ACTIONS

In most cases, the Authority employs progressive steps in its disciplinary program. However, in all cases disciplinary measures shall be commensurate with the offense. Disciplinary measures may include verbal warnings, written warnings, suspensions, demotions, disciplinary probation, and terminations. Each disciplinary action, regardless of severity or position of employee, must be documented and state the grounds and reasons for the action.

3.3.1 Verbal Warnings

Verbal warnings are a discussion with the employee regarding infractions of Authority rules or policies, including the nature of the violation, the expected behavior, and the discipline that will result if the infraction is repeated.

3.3.2 Written Warnings

Written warnings are a formal notice to the employee of a violation of Authority rules or policies. The written warning should describe the violation, cite any previous verbal or written warnings, and describe the expected behavior and the discipline that will result if the infraction is repeated.

3.3.3 Suspensions

Suspensions are unpaid, involuntary absences from work. Suspensions of five (5) days or more must be approved by the Executive Director or his/her designee. Employees suspended from Authority service shall forfeit all rights, privileges, and salary or other fringe benefits while on such suspension.

3.3.4 Demotions

Demotions are a change from one position to another having lesser duties, responsibilities and salary. Demotions must be approved by the Executive Director or his/her designee.

3.3.5 Disciplinary Probations

Employees may be placed into a probationary status because of unsatisfactory work performance and/or because of work rule violations. Employees have a specific timeframe within which to correct the problem behavior or performance. Immediate termination may occur during the disciplinary probation period if problems continue, new problems arise or if declines in performance occur.

3.3.6 Termination

Termination is the involuntary separation of the employee. Any termination must be approved by the Executive Director or his/her designee.

3.4 NOTICE OF DISCIPLINARY ACTION

Any disciplinary action that may result in suspension of five (5) or more days, demotion, or termination must be set forth in writing and provided to the employee at least five (5) days before the proposed effective date. Notice of the proposed disciplinary action must include the following information:

- (i) A description of the proposed action, its effective date, and the rule or policy violated;
- (ii) A description of the acts or omissions forming the basis for the proposed action;
- (iii) A statement that a copy of any available materials upon which the action is based is attached to the notice.

- (iv) A statement that the employee has a right to respond orally, by requesting a conference with the supervisor imposing the discipline, or in writing prior to the effective date of the disciplinary action

3.5 GRIEVANCE PROCEDURE

Authority employees, except employees in their probationary period, who have been demoted, suspended for five (5) or more days, or terminated are entitled to appeal the decision and receive a hearing from a neutral decision-maker.

- 3.5.1 A formal grievance shall be filed by the employee within five (5) working days of the effective date of any demotion, suspension for five (5) or more days, or termination. The formal grievance shall be filed with the Executive Director on a form prescribed by the Authority.
- 3.5.2 The Executive Director shall schedule a fair and impartial hearing within thirty (30) calendar days of the filing of the grievance. At the hearing, the employee may answer the charges against him or her, present any mitigating evidence, or otherwise respond to the disciplinary action. The Executive Director will issue his/her decision within ten (10) working days of the hearing. The Executive Director may overturn, affirm or modify the disciplinary action.
- 3.5.3 If the employee is not satisfied with the Executive Director's decision, he/she may appeal the decision within five days to the Board of Directors. The appeal must be filed within five (5) working days of the date of the Executive Director's decision. The appeal shall include a copy of the original grievance, the decision rendered by the Executive Director, and a statement of reasons for the appeal.
- 3.5.4 The Board shall employ a neutral third party to hear the appeal and to recommend action to the Board.
- 3.5.5 The Board may adopt, reject, or modify the recommendation of the Board-appointed neutral third party. The decision of the Board is the final action of the Authority and shall be final and binding on the parties.

3.6 RESIGNATION

An employee wishing to leave the service of the Authority in good standing will file with the Executive Director or his/her designee a written resignation stating the effective date and reason for leaving. The Authority

requests that the employee submit the written resignation at least two (2) weeks in advance for the employee to be considered to have resigned in good standing.

Upon the submittal of a written or verbal notice of resignation, the action of the employee may not be rescinded without the approval of the Executive Director. The decision of the Executive Director on the request of an employee to withdraw a notice of resignation shall be final.

Failure of an employee to resign in good standing or give notice of resignation shall be entered in the employee's service record and may be cause for denying future employment with the Authority.

4. PERFORMANCE EVALUATIONS AND RATES OF PAY

- 4.1.1 Each regular employee shall receive an annual written performance evaluation during the month of June. As part of the performance evaluation, an overall rating of clearly outstanding, exceeds expectations, meets expectations, needs improvement, or unsatisfactory will be given.
- 4.1.2 Regular employees receiving "needs improvement" or "unsatisfactory" performance evaluations will be provided with a written action plan to improve performance and be scheduled for a follow up evaluation in six months.
- 4.1.3 New employees will be evaluated as described in paragraph 2.9.1 and 2.9.2. New employees who qualify for a six month evaluation prior to July 1st will be eligible for a prorated merit salary increase based on evaluation results and time served.

4.2 RATES OF PAY

4.2.1 Pay for Performance Compensation Plan

The following is a description of the basic tenets of the Authority's performance pay plan for its employees. This plan underscores the Authority's commitment to achieving results and providing the best service with the finest employees.

- (a) Market Surveys – As part of the annual budget approval process, salary ranges will be established in accordance with procedures in the Human Resources Manual, which includes adherence to the Executive Director Compensation Policy and an annual salary survey for all established positions

within the Authority. The Survey will establish a market range and midpoint for positions within the Authority.

- (b) Control Points – For each classification band in the pay plan a “control point” is established. The control point is considered the midpoint of the salary range. The midpoint represents the value of each position within the internal organizational structure. The plan provides an opportunity for individuals to earn up to 15% above their control point for continued exceptional performance. Conversely, salaries of employees not meeting the Authority’s performance standards may drop to 15% less than the control point.

4.2.2 Performance Zones – Each salary range shall be divided into four performance zones as follows:

- (a) Zone One (85% through 95% of control point): This portion of the range is typically considered to be that into which a new employee is hired. However, where circumstances warrant, employees may be hired up to the control point.
- (b) Zone Two (96% through 104% of the control point): This is the portion of the salary range to which an employee may normally expect to progress. Most employees will achieve and maintain a salary within this portion of the range.
- (c) Zone Three (105% through 111% of the control point): Only those employees whose performance, over time, exceeds expectations will achieve and maintain a salary that falls within this portion of the range.
- (d) Zone Four (111% through 115% of the control point): Only those employees whose performance, over time, far exceeds expectations will achieve and maintain a salary that falls within this portion of the range.

4.2.3 Comp-Ratio – As part of the administration of the pay plan, a comp-ratio shall be computed for each employee. The comp-ratio represents the relationship of each employee’s current salary to the control point of his/her salary range. The comp-ratio is calculated

by dividing the employee's current salary by the control point of his/her salary grade.

4.2.4 Merit Salary Increase – Merit salary increases may be considered on an annual basis and distributed by the Executive Director based upon the recommendation of the supervisor and the following general guidelines

- Increase amounts should differ significantly as performance levels increase.
- All other considerations being equal, employees in the lower performance zones of the salary range (below the control point) may receive larger percentage increases than those in higher performance zones (above the control point).
- No salary increase shall be awarded in instances where a performance rating is "Needs Improvement" or "Unsatisfactory."

4.2.5 In the month of June each year, employees will be eligible for individual salary adjustments effective July 1. Said increases shall be made based solely upon performance and in accordance with the guidelines above. No salary increase shall be made unless a performance appraisal has been made of the employee.

4.2.6 Performance Bonus – The Executive Director may recognize an employee's specific accomplishments by authorizing a performance bonus. In the case of employees who do not report directly to the Executive Director the supervisor may recommend to the Executive Director that a bonus be given. The performance bonus may be authorized for significant project accomplishments or significant cost savings beyond the normal high expectations of the staff. All bonuses granted shall be in the form of a one-time payment. The total of all bonuses granted shall not exceed 2% of the annual gross payroll.

4.2.7 Salary Bands

The positions, with the exception of Executive Director, shall all be properly classified with respect to Fair Labor Standards Act (FLSA), and all positions appropriately assigned to the following Salary Bands.

Band 1 – Hourly

Band 2 - Support

Band 3 - Professional

Band 4 – Senior Professional

Band 5 – Manager

Band 6 - Director

- 4.2.8 Employees shall be paid salaries on the Friday following the end of the bi-weekly pay period.

5. BENEFITS

5.1 HOLIDAYS

- 5.1.1 Each full-time employee shall be entitled to the following paid holidays which are hereby declared to be official holidays of the Authority:

- | | | |
|----|-----------------------------------|-----------------------------------|
| a) | New Year's Day | January 1 |
| b) | Martin Luther King, Jr. Day | 3 rd Mon. in January |
| c) | Washington's Birthday | 3 rd Mon. in February |
| d) | Memorial Day | Last Mon. in May |
| e) | Independence Day | July 4 |
| f) | Labor Day | 1 st Mon. in September |
| g) | Veteran's Day | November 11 |
| h) | Thanksgiving Day | 4 th Thursday in Nov. |
| i) | Friday following Thanksgiving Day | |
| j) | Christmas Eve | December 24 |
| k) | Christmas Day | December 25 |
| l) | New Year's Eve | December 31 |

Any holiday falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday, unless that is already a designated holiday, in which case the holiday falling on a Sunday shall be observed on Friday.

5.2 PAID TIME OFF (PTO)

A plan for paid time off (PTO) shall be established for all employees regularly scheduled to work more than 1,040 hours on an annual basis, in lieu of traditional vacation leave, sick leave, bereavement leave, etc. PTO may be used for any leave purpose; however, its use shall be governed by the following sections.

Employees off work due to a disability, or on approved leave of absence as defined in Section 2.8, shall be required to use all PTO accrued prior to taking a leave of absence without pay. If an employee is eligible to receive disability benefits, PTO benefits will be coordinated with disability benefits to make up the difference between the disability benefit and the employee's monthly salary, until PTO benefits are exhausted.

5.2.1 There shall be two categories of PTO as outlined below:

- a) Scheduled PTO: Any PTO which can be reasonably forecast or anticipated, i.e. vacation, scheduled medical/dental appointments, extended weekends, personal leave, etc.
- b) Unscheduled PTO: Any leave that is genuinely of an unanticipated nature, i.e. sick leave, bereavement leave, etc.

5.2.2 Scheduled PTO requires the approval of the Executive Director or his/her designee prior to the absence. Scheduled leave exceeding three weeks requires the special approval of the Executive Director. The employee shall be given due regard in selecting a convenient time to take scheduled PTO, provided it is not in direct conflict with the best interest of the Authority. A request for scheduled PTO should be submitted in accordance with established procedures. Every effort should be made to submit requests two weeks prior to the PTO.

The use of unscheduled PTO shall be reported on the employee's time card. Inappropriate or excessive use of unscheduled PTO may be grounds for disciplinary action.

5.2.3 "PTO Accrual": Depending on the status of the employee, the amount of PTO accrued shall be as follows:

- a) Full-Time Employees: Each full-time employee shall accrue PTO for each pay period of service, based on the years of service with the Authority. The accrual of PTO

shall begin upon entry on duty at the Authority. The accrual shall be in accordance with the following schedule:

Length of Service	PTO Accrued Each Pay Period
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Beginning with the first day of service through the fifth year anniversary (without a break in service)	6.77 Hours
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Following the fifth year	8.31 Hours
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- b) Employees scheduled to work 20-40 Hours Per Week: For employees scheduled to work between 20 and 40 hours per week, the pro-rata share to be accrued will be the percentage of a regular 40 hour work week which they are scheduled to work, multiplied by the PTO accrued per month, as shown in Subsection a. above.

5.2.4 No employee shall accrue more than 346 hours of PTO. When an employee's unused PTO balance reaches this limit, all accrual of additional PTO shall cease until the balance falls below the maximum accrual limit.

5.2.5 Any employee separating from the Authority service who has accrued PTO shall be entitled to termination pay in lieu of such PTO. When separation is caused by death, payment shall be made to the employee's spouse or estate or, in applicable cases, as provided by the Probate Code of the State. Termination pay will be paid at the employee's current hourly rate at the time of termination, for any unused PTO.

5.3 PAID SICK LEAVE (TEMPORARY EMPLOYEES ONLY)

Temporary employees qualify to accrue paid sick leave upon the start of the temporary employee's employment. Temporary employees may take paid sick leave accrued under this policy if they have worked for the Livermore Amador Valley Transit Authority for at least 90 days.

Temporary employees accrue one hour of paid sick leave for every 30 hours of work performed. Employees may not accrue more than 48 hours or six regularly-scheduled workdays of paid sick leave, whichever is greater, at any given time. Employees who reach the applicable cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to

the cap. Paid sick leave not used in a year otherwise carries over from year to year.

Temporary employees may take the greater of 40 hours or five regularly-scheduled workdays' worth of paid sick leave per year for any qualifying reason. Employees using paid sick leave must do so in minimum increments of two hours.

Paid sick leave may be used for the diagnosis, care (including preventative care), or treatment of an existing health condition of a temporary employee and certain family members of the employee, including the employee's designated person. Employees who are the victim of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

If the need for sick leave is foreseeable, the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practicable.

Accrued unused paid sick leave is not paid out upon termination. However, temporary employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated.

5.4 WORKERS' COMPENSATION

The employer shall observe the State law with regard to Workers' Compensation.

5.5 RETIREMENT PLAN

Effective January 1, 2013, LAVTA established two tiers of retirement plan benefits.

- (a) Tier 1 – Defined as members of the State of California Public Employees' Retirement System (PERS) or reciprocal system, on or before December 31, 2012. The employee shall be covered under the 2% at age 55 plan of the State of California Public Employee's Retirement System, including the third level of benefits under the 1959 Survivor Benefit and final year compensation. Employee shall pay the employee's PERS contribution as a before tax deduction.
- (b) Tier 2 – Defined as members of the State of California Public Employees' Retirement System (PERS) on or after January , 2013. The employee shall be covered under the 2% at age 62 PERS plan, including the third level of benefits under the 1959 Survivor Benefit,

and three year final compensation. Employee shall pay 50% of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater.

5.6 HEALTH, DENTAL AND VISION CARE INSURANCE

Full-time employees shall, at the option of the employer, be provided family medical, dental, and vision insurance as described herein. Annuitants shall be provided medical insurance as described herein:

- 5.6.1 Full-time employees and annuitants will be provided the option to select eligible plans administered under the California Public Employees' Retirement System, Public Employees' Medical and Hospital Care Act.
- 5.6.2 The Authority's contribution for each employee or annuitant (hired prior to July 1st, 2010) shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan up to a maximum of the full premium contribution for the highest premium HMO (PERSCare is not an HMO).
- 5.6.3 Annuitants hired on or after July 1st, 2010 require a minimum of ten years of CalPERS service credit in order to qualify to receive a 50% employer contribution. Five of those ten years must be performed at LAVTA. Each additional service credit year after ten years increases the employer contribution percentage by 5% until 20 years of service is reached, at which time the retiring employee is eligible for 100% of the employer contribution.
- 5.6.4 Employees and their eligible dependents shall be provided with a dental care plan. The Authority shall pay the premium for this dental care plan for both the employee and eligible dependents. The premium paid by the Authority for regular part-time employees shall be prorated as defined in section 5.10 of this policy.
- 5.6.6 Employees and their eligible dependents shall be enrolled in a vision care plan. The premium for the vision care plan for both the employee and eligible dependents shall be paid by the Authority. The premium paid by the Authority for regular part-time employees shall be prorated.
- 5.6.7 It is the employee's responsibility to notify the Authority regarding any changes in dependent status.

5.7 DISABILITY INSURANCE

5.7.1 The Authority will contribute on behalf of each full-time employee the cost of premiums associated with the provision of long-term disability insurance with an elimination period of not more than sixty days. The insurance plan shall be selected and approved by the Board of Directors of the Authority. Specific benefits shall be defined in the plan documents.

5.7.2 Full time employees off work due to a disability will continue to receive health care benefits, as defined in Section 5.5, for up to six months following complete exhaustion of their leave accrual. At the end of six months employees on disability leave may continue coverage by paying the premium payments themselves through LAVTA.

5.7 LIFE ACCIDENTAL DEATH & DISMEMBERMENT

The Authority shall contribute an amount necessary to provide life insurance in an amount equal to one and one-half times the employee's current annual salary. This insurance shall include accidental death and dismemberment coverage.

5.8 TRANSIT PASS

In accordance with the LAVTA Employee Free Ride Policy, all employees and eligible family members/dependents, as defined in the Policy, are eligible to ride Wheels Fixed Route transit service at no cost. In addition, employees riding Dial-A-Ride Paratransit must be certified eligible for participation in the ADA paratransit program, in which case free rides on Dial-A-Ride will be available only for work related trips.

5.9 USE OF PERSONAL OR AGENCY VEHICLES

Employees who use their personal automobile for authorized office business shall receive reimbursement at the applicable rate as established by the Internal Revenue Service. Alternatively, employees may use a LAVTA staff vehicle. Whether using a personal vehicle or an agency owned vehicle while doing work for the agency the employees must comply with the requirements outlined in the Use of LAVTA Service Vehicle Policy.

5.10 PART-TIME EMPLOYEES

Employees employed on a regular schedule of more than 1,040 hours and less than 2,080 hours on an annual basis, shall receive prorated benefits as determined by the Executive Director.

AGENDA

ITEM 4E

STAFF REPORT

SUBJECT: Tri-Valley Passenger Facilities Enhancement Project
 On-Call Task Order Contract # 2 for Project Design and Engineering

FROM: David Massa, Capital Projects Manager

DATE: July 1, 2024

Action Requested

Projects and Services Committee recommend that the Board of Directors authorize LAVTA's Executive Director to execute task order #2 with Kimley-Horn & Associates, Inc., to perform design, engineering, project management and coordination services for the LAVTA Tri-Valley Passenger Facilities Enhancement project (Project) pursuant to the terms of LAVTA's existing on-call Engineering Services Contract (Agreement #1019, RFP #2021-04) for \$346,210, with a 10% contingency to be used at the Executive Director's discretion.

Background

In February 2021, LAVTA applied for \$2,043,000 in discretionary transit funding from the Alameda County Transportation Commission's 2022 Comprehensive Investment Program for the Project. The Project proposed to construct significant improvements to passenger amenities at three high ridership stops served by LAVTA's premium Rapid service that had been redesigned in 2016: the East Dublin/Pleasanton BART station, Las Positas College, and Lawrence Livermore and Sandia National Labs (LLNL).

In March 2021, the Metropolitan Transportation Commission (MTC) announced new federal funding available for programming for the Safe and Seamless Mobility Quick Strike Program, a one-time competitive regional grant program funded by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA). MTC requested that County Transportation Agencies, including Alameda CTC, nominate eligible projects that could satisfy MTC's programming requirements. Because LAVTA and Alameda CTC staff agreed the Project was eligible for federal funding and could meet MTC program requirements, Alameda CTC recommended the Project receive federal instead of local discretionary funding. In June 2021, a total of \$2,000,000 in CRRSAA funding for the Project was programmed by the California Transportation Commission.

Following a lengthy federal process, in June 2023 the Federal Transit Administration (FTA) obligated the following funds for the Project, which are included in the FY2025 capital budget:

Phase/Milestone	FTA (70%)	TDA (30%)	Total
Final Design (PS&E)	\$182,000	\$78,000	\$260,000
Construction (Incl. Equipment)	\$1,818,000	\$785,000	\$2,603,000
Total	\$2,000,000	\$863,000	\$2,863,000

Following recommendations in the Tri-Valley Hub Network Integration Study, the Project focuses on improving passenger amenities at three high-ridership transit facilities (hubs) at East Dublin Pleasanton BART, Las Positas College and LLNL. These upgrades to improve the transit experience will include premium bus shelters, enhanced lighting, modern real time wayfinding signs, benches, trash cans, and bicycle racks. These new, and much needed, improvements will complement bus service and enhance bus to rail transfers at the East Dublin Pleasanton BART station.

The improvements proposed for the East Dublin/Pleasanton BART station, Las Positas College, and LLNL will invest in long-lasting, high-quality, modern infrastructure to support sustainable modes of transportation in the Tri Valley for many years to come. Outmoded and insufficient existing passenger facilities will be replaced, including many assets which are at the end of their useful life.

The next step is to begin the design of the facilities improvements and propose the plans to work with the three property owners. Once the plans are approved, the plans and specifications for the procurement of equipment and construction services will then be developed to implement the Project beginning in late 2024.

Discussion

Kimley-Horn is one of LAVTA's on-call engineering services firms. Kimley-Horn's proposal in response to the solicitation for on-call engineering firms in 2021 was ranked highest by the evaluation committee in the areas of both civil and traffic engineering. In accordance with state law, on-call firms receive work associated with the discipline they scored highest in the proposal evaluations. Kimley-Horn has extensive experience working in the Tri-Valley and has satisfactorily provided similar design and engineering services for other LAVTA bus stop projects such as similar Rapid-style improvements along North Canyons Parkway in Livermore and Santa Rita Road in Pleasanton.

The complete Kimley Horn proposal is included as Attachment 1.

Budget

In late 2020, the cost for project engineering, project management and coordination were originally estimated at 9% of the Project budget or \$260,000. Since then, labor costs have grown and at this time the best LAVTA was able to negotiate was 12% of the Project budget, or \$346,210. Based on the proposed scope of work, Kimley Horn will provide the work for a firm fixed price fee of \$346,210. With a standard 10% contingency in place, the total budget for this portion of the Project to be provided for under this task order is \$380,831.

Next Steps

Upon executing the task order with Kimley Horn, LAVTA will issue a Notice to Proceed.

Recommendation

The Projects and Services Committee recommend that the Board of Directors approve Resolution 20-2024 to execute task order #2 with LAVTA's on-call contractor Kimley Horn and Associates, Inc., for a not-to-exceed amount of \$346,210 with a contingency amount of \$34,621 (10%) to be utilized at the discretion of the Executive Director.

Attachment:

1. Kimley Horn Proposal: LAVTA Passenger Facilities Enhancements
2. Resolution 20-2024



June 10, 2024

David Massa
Manager of Capital Projects
Livermore Amador Valley Transit Authority
1362 Rutan Drive, Suite 100
Livermore, CA 94551

Subject: Proposal to Provide Professional Engineering Services for Passenger Facility Enhancements at Three Hub Locations

Dear Dave:

Kimley-Horn is pleased to submit this proposal to provide professional engineering services for passenger facility improvements at three hub locations. As directed and based on our field visits to the three sites, our proposal includes the scope and fee to produce the detailed design package that includes the desired improvements at each of three passenger facilities. Attached is our detailed Scope of Services, Schedule and Fee for this work. Additionally, we have included post design services including design services during construction (i.e., construction support) as part of this scope and fee.

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". The signature is stylized with a large loop and a horizontal line extending to the right.

Kevin Aguigui, P.E., CSEP
Senior Project Manager/Vice President

PROJECT UNDERSTANDING AND ASSUMPTIONS

Kimley-Horn proposes the following scope of services below which would be to complete the designs and provide construction support services for the enhancement of the passenger facilities which include the following three hub locations:

- East Dublin BART station
- Las Positas College
- Lawrence Livermore Lab

These enhancements will add a variety of enhancements and amenities to improve the transit experience, including, but not limited to, custom shelters, real-time transit signs, static transit signs, custom benches, trash cans, and bicycle racks.

Based on our field visits to each of the sites, we have tailored our scope based on our understanding of the desired enhancements. Our scope includes the following high level assumptions.

- Enhancements at three (3) hubs
- Custom shelters at two hubs (Las Positas and Lawrence Livermore Lab)
- Real-time Transit Signs at all three hubs
- Custom-style benches at all three hubs
- Custom-style trash receptacles at all three hubs
- Removal of existing shelters, benches, trash cans and other existing amenities

The number of other amenities at these station locations will be determined based on field assessments and further discussions with LAVTA as the design progresses.

It is assumed that no new PG&E service points will be necessary, and that real-time signs will be powered either through new solar hardware, or through the use of an existing electrical connection.

Kimley-Horn will create plans, technical specifications, and an opinion of probable construction costs (PS&E), and LAVTA will provide the front-end specifications ("boiler plate") with input from Kimley-Horn.

Our scope assumes that any environmental clearance for this work is being handled by others and is not accounted for within this scope.

SCOPE OF SERVICES

The scope for this initial effort consists of the following tasks:

- Project Management and Meetings
- Data Gathering
- Prepare Concept Designs
- Prepare PS&E Documents
- Design Services During Construction/Construction Support

Each of these tasks is described below.

Task 1 - Project Management and Meetings

Kimley-Horn will conduct project management services under this initial scope, beginning with the execution of the contract and ending with the completion of the PS&E documents (Task 4). This includes project management activities as described below, attendance at virtual and in-person meetings with LAVTA staff, and quality assurance/quality control activities.

We anticipate one initial kick-off meeting with LAVTA to review the project goals, discuss the proposed approach and schedule, and up to three (3) meetings after each of the design submittals. Kimley-Horn will submit invoices to LAVTA every month, which will include progress against total budget.

Deliverable:

- Monthly invoices
- Project schedule and monthly updates
- Meeting agendas and notes

Task 2 – Data Gathering

The Kimley-Horn team will perform field reconnaissance at the three station locations. Kimley-Horn will conduct topographic surveys at the Las Positas College and Lawrence Livermore Lab sites, and for the purposes of this design work, our team will assume that all proposed improvements will be located within public right-of-way and that no right-of-way acquisition is necessary. Additional assumptions for the survey include:

- At no time shall traffic lanes be closed, unless approved in advance
- Right of way will not need to be resolved
- Survey control information will be provided including locations and descriptions of existing survey monument(s) and/or local control(s) used

Kimley-Horn will request utility information from utility owners at each of the locations. Utility plat maps received from the utility owners will be combined with information gathered in the field from readily-visible utilities. This information will be shown on the project base map and used to identify potential utility conflicts. Kimley-Horn will coordinate with utilities throughout the design process.

Deliverable:

- Field notes and photos summary

Task 3 – Prepare 35% Concept Designs

Kimley-Horn will prepare the 35% Concept Designs based on the field walkthroughs and discussions with LAVTA. We will have a meeting with LAVTA prior to engaging on these concept designs to confirm the assumptions on the designs.

The conceptual and architectural design drawings will be layout and concept exhibits. These designs will be used to engage stakeholders and provide guidance leading into the basis of design. Up to two shelter layouts will be prepared.

A preliminary estimate of construction costs will be prepared for the concept designs. Technical specifications will not be prepared at this design level.

Once completed, the 35% concept plan will be submitted for review and approval by LAVTA. We will submit the Concept Designs in electronic format (PDF) to LAVTA for review and comment. Once approved, our team will begin preparing the PS&E documents for the project.

Deliverable

- Summary memorandum – Basis of Design
- 35% Concept Designs

Task 4 – Prepare PS&E Documents

Upon receiving comments on the Concept Designs, Kimley-Horn will incorporate the comments and prepare the PS&E documents. The design stages for the PS&E documents will be at the 65%, 95% and 100% design levels.

Task 4.1 – Prepare 65% PS&E Documents

This task includes preparation of plans, technical specifications, and opinions of probable construction cost (PS&E) at the 65% design level. The designs will include the preferred shelter design from the Concept Designs, and will include amenity placements, design details for the amenities (e.g., Rapid sign foundations), new sidewalk conforms to public and private sidewalks if applicable, and electrical design for the new shelters if added to the project (i.e., solar-powered next bus signs). Our scope assumes that no changes will be needed to existing storm drain systems as well as no right of way acquisitions.

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 - 2 sheets
- Demo sheets – 3 sheets
- Layout sheets - 3 sheets
- Electrical, Lighting and Communications - 3 sheets
- Architectural Sheets - 4 sheets
- Architectural Details - 2 sheets

Individual demolition plans will not be developed. Demolition will be shown on the improvement plan sheets.

Kimley-Horn will develop the standalone technical specifications, based on the Caltrans 2023 Standard Specifications. It is assumed that LAVTA will provide the front-end specification ("boiler plate").

Kimley-Horn will prepare an updated opinion of probable construction cost.

We anticipate that LAVTA, the local cities (as applicable), Las Positas College and BART (if applicable) will provide one set of non-conflicting comments on the 35% PS&E in a written format, or Kimley-Horn will schedule a meeting with LAVTA to discuss the comments.

For each deliverable, documents will be provided in electronic format (Microsoft Word and PDF) to LAVTA for review and comment.

Deliverables

- 65% Plans, Technical Specifications and Estimates
- Comments Response Table

Task 4.1 – Prepare 95% PS&E Documents

This task includes preparation of plans, technical specifications, and opinions of probable construction cost (PS&E) at the 95% design level. The designs will include custom shelter and amenity placements, design details for the amenities (e.g., real-time sign foundations), new sidewalk conforms to public and private sidewalks if applicable, and electrical design for the new shelters if added to the project (i.e., solar-powered signs). Our scope assumes that no changes will be needed to existing storm drain systems as well as no right of way acquisitions.

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 - 2 sheets
- Demo sheets – 3 sheets
- Layout sheets - 3 sheets
- Drainage and Utility Plan - 2 sheets
- Electrical, Lighting and Communications - 3 sheets
- Architectural Sheets - 4 sheets
- Architectural Details - 2 sheets
- Construction details (curb ramps, sidewalks, foundation details) – 3 sheets

Kimley-Horn will develop the standalone technical specifications, based on the Caltrans 2023 Standard Specifications. It is assumed that LAVTA will provide the front-end specification ("boiler plate").

As necessary, Kimley-Horn will apply for permits including those that may be needed from BART or the Las Positas College. It is assumed that permit fees are not included as part of this scope and fee, and that all permits will be no-cost permits or will be covered by others.

Kimley-Horn will prepare an updated opinion of probable construction cost.

We anticipate that LAVTA, the local cities (as applicable), Las Positas College and BART (if applicable) will provide one set of non-conflicting comments on the 95% PS&E in a written format, or Kimley-Horn will schedule a meeting with LAVTA to discuss the comments.

For each deliverable, documents will be provided in electronic format (Microsoft Word and PDF) to LAVTA for review and comment.

Deliverable

- 95% Plans, Technical Specifications and Estimates
- Comments Response Table

Task 4.2 – Prepare 100% PS&E

Upon receipt of comments on the 95% PS&E documents, Kimley-Horn will revise the 95% PS&E documents and prepare the 100% PS&E documents. We will prepare a comments response table that will summarize the comments received and their corresponding responses and disposition of each comment.

Kimley-Horn will prepare and submit the 100% PS&E documents including the technical specifications and opinion of probable construction cost.

Kimley-Horn will work with the local cities (as applicable), Las Positas College and BART (if applicable) to apply for and submit for required encroachment/construction permits. It is assumed that the permits will be no fee permits and any associated permit fees are not included in this scope/fee.

Deliverable

- 100% Plans, Technical Specifications and Estimates
- Comments Response Table

Task 4.3 – Prepare Final (Bid Ready) Documents

Upon receipt of comments on the 100% PS&E documents, Kimley-Horn will prepare the Final PS&E documents which will include full sized (24"x36") signed and sealed plans, signed and sealed Technical Specifications, and the final Opinion of Probable Construction Cost.

Deliverable

- Comments Response Table
- Final PS&E documents (signed and sealed)

Task 5 – Post Design and Construction Support Services

Kimley-Horn will provide post design and construction support and coordination services upon completion of the designs. This includes, but is not limited to, attendance at the pre-bid meetings, responses to contractor questions on the bid documents, preparation of bid addendums, attendance at the pre-construction meeting, preparation of contract change orders (if necessary), reviews of product submittals, responses to Request for Information (RFI), reviews of shop drawings, and field review meetings (as necessary).

Deliverables:

- Preparation of procurement documents (e.g., addendums, etc.)
- Reviews of product and other contractor submittals
- Reviews of shop drawings
- Responses to RFIs
- Conducting field meetings
- Reviews of contractor progress reports
- Review of punchlist and attendance at the punchlist walkthrough

SCHEDULE

We will begin work immediately upon receipt of a Notice to Proceed. We anticipate completing the deliverables per the schedule outlined in the table below. Kimley-Horn will work with LAVTA to prepare a detailed schedule using the timelines identified below.

Deliverable	Timeline
Concept Designs and Estimate	Within four weeks of NTP
65% PS&E Documents	Within four weeks of receiving comments on the Concept Designs
95% PS&E Documents	Within five weeks of receiving comments on the 65% design documents
100% PS&E Documents	Within three weeks of receiving comments on the 95% design documents
Final PS&E Documents	Within two weeks of receiving all comments on the 100% PS&E documents

FEE PROPOSAL

We propose to perform the Scope of Services outlined above for a firm fixed price not to exceed \$346,210. This fee includes direct expenses 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 direct expense line items.

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.

Task	Fee
Task 1: Project Management and Coordination	\$42,420
Task 2: Data Gathering	\$36,630
Task 3: 35% Concept Designs	\$41,050
Task 4: PS&E Documents	\$178,810
Task 5: Bid Support/Construction Support	\$47,300
TOTAL:	\$346,210

RESOLUTION NO. 20-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AWARDING TASK ORDER CONTRACT #2 TO KIMLEY HORN FOR TRI-
VALLEY PASSENGER FACILITIES ENHANCEMENT PROJECT DESIGN
SERVICES**

WHEREAS, LAVTA requires the services of a civil engineering firm to develop plans and specifications for the Tri-Valley Passenger Facilities Enhancement project (Project), including providing design and project management services; and

WHEREAS, Kimley-Horn & Associates, Inc. (Kimley Horn) was awarded an On-Call Engineering Services contract by LAVTA (RFP #2021-04) covering the term of the work to be performed; and

WHEREAS, Kimley-Horn was the highest-ranking on-call engineering firm in the disciplines of both civil and traffic engineering; and

WHEREAS, Kimley Horn and LAVTA staff have negotiated a detailed scope of work for the Project at a firm fixed fee of \$346,210;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director may award a task order to Kimley-Horn & Associates, Inc. for \$346,210 for engineering services for the Tri-Valley Passenger Facilities Enhancement Project; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to expend a 10% contingency amount not to exceed \$34,621, for a total authorized amount not to exceed \$380,831; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute a task order with Kimley-Horn in a form approved by LAVTA's Legal Counsel.

PASSED AND ADOPTED this 1st day of July 2024

Evan Branning, Chair

ATTEST:

Christy Wegener, Executive Director

APPROVED AS TO FORM:

Michael Conneran, Legal Counsel

AGENDA

ITEM 4F

STAFF REPORT

SUBJECT: No Cost/Reduced Cost Interagency Transfer Pilot MOU

FROM: Christy Wegener, Executive Director

DATE: July 1, 2024

Action Requested

The Projects and Services Committee requests the Board to authorize the Executive Director to sign the No Cost/Reduced Cost Interagency Transfer Pilot MOU with MTC.

Background

On November 15, 2021, the Fare Integration Task Force, a special committee of the Clipper Executive Board, consisting of transit operators, MTC, and county transportation agencies, adopted a Bay Area Transit Fare Policy Vision Statement which called for “no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2024, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.”

On March 27, 2023, the Fare Integration Task Force endorsed a No-Cost and Reduced Cost Interagency Transfer Pilot Program (“Pilot Program”), which would provide free and reduced-price transfers beginning with the launch of the Clipper® 2 in 2024 and continuing for at least 18 months, with an automatic extension to a total of 24 months if sufficient funding is available.

The Pilot Program will allow for transfer credit of up to \$2.75 when transferring between transit providers in the Bay Area within a two-hour window. This will result in free bus-to-bus transfers Bay Area wide, and a fare credit when transferring to regional rail systems like BART or Caltrain. The objective of the Pilot Program is to remove the fare barriers to inter-agency transfers and encourage more regional transit ridership.

Discussion

The launch of Pilot Program requires the execution of an MOU between transit operators and MTC. The MOU is included as Attachment 1 and details guiding principles for the pilot, describes program mechanics, including revenue distribution strategies, and codifies consent to participate in the pilot. MTC is requesting that operators execute the MOU by August 31.

Fiscal Impact

There is no fiscal impact associated with this action. Per the MOU, LAVTA will be compensated for new transfers that occur from other transit systems to Wheels bus routes. The baseline of existing transfer and non-transfer trips will be compiled using FY24 data; any growth in transfer trips over non-transfer trips will be eligible for reimbursement from MTC as a part of this pilot.

Recommendation

The Projects and Services Committee recommend the Board of Directors authorize the Executive Director to sign the No Cost/Reduced Cost Interagency Transfer Pilot MOU with MTC.

Attachments:

1. No Cost/Reduced Cost Interagency Transfer Pilot MOU

NO-COST AND REDUCED COST INTERAGENCY TRANSFER PILOT PROGRAM PARTICIPATION MEMORANDUM OF UNDERSTANDING

This No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation Memorandum of Understanding (the “MOU”) is entered into as of the ____ day of _____, 2024 (the “Effective Date”), by and among the Metropolitan Transportation Commission (“MTC”) and the following transit operators participating in the No-Cost and Reduced Cost Interagency Transfer (referred to herein individually as an “Operator” or collectively as the “Operators”):

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 (“VT”); the Peninsula Corridor Joint Powers Board (“Caltrain”); Central Contra Costa Transit Authority; City of Fairfield, as the operator of FAST; 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 (“SMART”); 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.

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

ARTICLE I No-Cost and Reduced Cost Interagency Transfer Pilot Program

1. The Bay Area Transit Fare Coordination & Integration Study & Business Case (FCIS), completed in September 2021, developed goals for a regional fare system that will improve the passenger experience and promote higher ridership across the region’s 22 different transit operators that participate in the Clipper® fare payment system. The FCIS found that implementing no-cost and reduced cost transfers would drive an increase of 27,000 daily trips.
2. On November 15, 2021, the Fare Integration Task Force, a special committee of the Clipper Executive Board, consisting of transit operators, MTC, and county transportation agencies, adopted a Bay Area Transit Fare Policy Vision Statement which called for “no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2024, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.”
3. On March 27, 2023, the Fare Integration Task Force endorsed a No-Cost and Reduced Cost Interagency Transfer Pilot Program (“Pilot Program”), which would provide free and reduced-price transfers beginning with the launch of the Clipper® 2 account-based system in 2024 and continuing for at least 18 months, with an automatic extension to a total of 24 months if sufficient funding is available.
4. The Pilot Program would provide a discount equivalent to the single-ride Clipper fare for amounts up to the region’s highest local bus/light rail transit fare, currently \$2.50. When making a trip on fixed-route transit that requires transferring between participating Operators, riders would pay the full fare on the first Operator used. Any transfer to another Operator within two hours of the first boarding is free up to a per-transfer limit equal to the region’s

highest local transit fare (currently \$2.50). Should the highest local bus/light rail transit fare increase above \$2.50 during the Pilot Program, the amount of the discount offered will increase to match the new highest local transit fare.

5. To ensure equitable benefits for paratransit users, the Pilot Program may be extended to a subset of cross-jurisdictional paratransit trips, to be determined by MTC and Operator staff at the earliest opportunity, which may occur after the Pilot Program has commenced.
6. The Pilot Program is designed with a goal of strengthening, standardizing, and clarifying transfer discounts between Operators.
7. The Pilot Program is expected to generate new trips for Operators.
8. The Pilot Program is designed to mitigate negative impacts to Operator revenues.
9. Project staff will continue to engage with Operators and executives to share Pilot Program findings, project updates, and to collect feedback from Operators about the program.
10. MTC and project staff will proactively seek input from Operators prior to the conclusion of the 24 month pilot period in order to inform decision making by MTC and Operators regarding the continuation of the Pilot Program beyond the pilot period.

ARTICLE II

Transfer Rule Details

The Pilot Program would implement the following transfer rules for riders using Clipper on fixed-route transit:

1. For the purposes of the Pilot Program, an inter-agency transfer occurs when a rider boards a transit vehicle and then subsequently boards another transit vehicle operated by a different Operator within a two-hour (120 minute) period at a minimum (180 minutes if trips begin on Golden Gate Transit, SMART, or Sonoma County Transit).
2. When making an inter-agency transfer, full-fare Adult customers using Clipper will receive a fare discount in an amount that is the lesser of two values: (a) the value of the single-ride Clipper fare for each trip(s) taken after the first Operator, or (b) the value of a single-ride Clipper fare for the region's highest local transit fare, currently \$2.50 at the time of the execution of this agreement.
3. Clipper customers using discount fare categories (Senior, Youth, Clipper START, Disabled/Regional Transit Connection (RTC)) would be subject to a discount limit proportional to the fare charged. For example, a rider transferring to a service on which that rider is entitled to a 50% Senior discount would receive a free transfer for amounts up to \$1.25.
4. For customers taking trips with three or more Operators, discounts would be applied on each additional operator used during the 120-minute window (180 minutes on GG Transit, Sonoma County Transit, and WETA) as described in Article II. 1-3 above, so that the customer only pays the equivalent of one full fare during that period.
5. For customers transferring to or from the SFMTA's Cable Car service, no transfer discount will be offered.

6. The discount is applied to the fare paid *after* making the transfer and cannot result in a negative fare for that segment.

ARTICLE III Operator Responsibilities

Each Operator agrees to:

1. Participate in the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program at the Operator, including marketing.
3. Facilitate the payment of an upfront allocation and up to two supplemental payments to offset fare revenue impacts to the Operator by MTC as described in Article IV.
4. Partner with MTC, other Operators, and/or their designated third-party consultants for the Pilot Program to organize evaluation and research activities such as surveys or similar research methods over the course of the Pilot.
5. Ensure compliance with any Operator obligations under the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies.
6. Work with MTC, other Operators, and/or their designated third-party consultants to identify additional funds (if needed) to extend the Pilot Program to at least 24 months.
7. Subject to Pilot Program findings, work with MTC, other Operators, and/or their designated third-party consultants to develop a funding model that can support continuation of the policies described in Article II on a permanent basis while continuing to maintain and expand transit service to customers.

ARTICLE IV MTC Responsibilities

MTC agrees to:

1. Administer the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program, including customer support, financial management, fare rule implementation, public information, communications, marketing, and technology support/operations.
3. Prior to the launch of the Pilot Program, offset foregone fare revenue by making an upfront allocation to each Operator based on the Operator's share of FY 2018-19 Transit Fare Revenues as reported to State Controller's Office (SCO), amounting to a total of \$11 million across all Operators.

4. Prior to the launch of the program, work in partnership with Operators to support compliance with the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies
5. Provide regular updates to the Fare Integration Task Force on the status of the Pilot Program.
6. No later than 12 months following program launch, conduct an evaluation of the Pilot Program, including its effects on travel behavior, revenue, and customer experience. The evaluation will include an assessment of funding available to extend the Pilot Program beyond 18 months.
7. Work with Operators and/or their designated third-party consultants to identify additional funds (if needed) to extend the program to at least 24 months.
8. Provide each Operator with supplemental funds to offset foregone fare revenue, based on an estimate of each Operator's "adjusted foregone fare revenue" as defined in subsection 9. MTC will allocate supplemental payments up to two times during the Pilot Program, amounting to a total of at least \$11 million. The first supplemental payment will occur 18 months after program launch. The second supplemental payment will occur at the conclusion of the Pilot Program or no later than 24 months after program launch, whichever is sooner.
9. Estimate "adjusted foregone fare revenue" for fixed-route services based on the number of actual inter-agency transfer trips in Clipper transaction data. Each Operator is responsible for the first \$0.50 discount of gross fare on each transfer, adjusted commensurately to discounted fare categories. The remaining foregone fare revenue will be adjusted to deduct an estimate of the increase in fare revenue generated by the Pilot Program. For each Operator, the percent increase in transfer trips, in excess of the growth of non-transfer trips, will be considered evidence of new trips generated by the Pilot Program. The percent of transfer trips and non-transfer trips in FY 2023-24 will be considered as the baseline. Supplemental data may be factored into the baseline or Pilot Program data for reasonable adjustments as needed on a case-by-case basis. If it is determined by an Operator that changes in a specific paratransit fare are required due to the Pilot Program's changes to fixed-route fares, Operators will also be reimbursed at the same rate for foregone paratransit fare revenue, where applicable.
10. Subject to Pilot Program findings, work with Operators and/or their designated third-party consultants to develop a funding model that can support continuation of this policy on a permanent basis while continuing to maintain and expand transit service to customers.

ARTICLE V

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 MOU and for which such indemnifying Party would otherwise be liable.
- B. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above, each Operator shall indemnify, hold harmless, and defend MTC (including any of its directors,

commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under or in connection with this MOU.

- C. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator (including any of its directors, commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of MTC under or in connection with this MOU.

ARTICLE VI

Term

The term of the MOU shall begin upon the Effective Date and continue until June 30, 2027, unless terminated by written agreement of the Parties. The Pilot Program will launch concurrently with the launch of the Next Generation Clipper system. The 18-24 month Pilot Program period will commence when the Next Generation Clipper system launches.

ARTICLE VII

Changed Circumstances

Any Party may initiate informal discussions among the Parties concerning the provisions of this MOU, based on its assessment that changes in other factors external to the MOU 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 VIII

Legal Representation and Common Interest

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to the No-Cost and Reduced Cost Interagency Transfer Pilot Program. 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 MOU, 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 No-Cost and Reduced Cost Interagency Transfer Pilot Program shall promptly return all privileged materials that the Party has received.

ARTICLE VIII
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

Name: Andrew B. Fremier
Title: Executive Director

Date: _____

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: Christy Wegener
Title: Executive Director

Michael N. Conneran, General Counsel

Date:_____

AGENDA

ITEM 5

STAFF REPORT

SUBJECT: Resolution of the Board of Directors Appreciating the Services of Melissa Hernandez

FROM: Christy Wegener, Executive Director

DATE: July 1, 2024

Action Requested

Staff requests that the Board of Directors adopt Resolution 21-2024 appreciating the service of former Dublin Mayor and LAVTA Board Member Melissa Hernandez.

Attachments:

1. Resolution 21-2024

RESOLUTION NO. 21-2024**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY
APPRECIATING THE SERVICES OF MELISSA HERNANDEZ**

WHEREAS, Dublin Mayor Melissa Hernandez has served with distinction as a member of the Livermore Amador Valley Transit Authority's Board of Directors since January 2019 representing the city of Dublin and the greater Tri-Valley area as a LAVTA Board member; and

WHEREAS, Mayor Hernandez served as the Chair of the Livermore Amador Valley Transit Authority Board of Directors in FY 2024, Vice-Chair of the Board in FY 2023, and Chair of the Finance and Administration Committee in FY 2021, and Vice-Chair of the Finance and Administration Committee in FY2019 and FY2020; and

WHEREAS, her impact has transformed this agency through her years of exemplary service in these many leadership roles, her deep generosity, and her truly unique combination of pragmatic and visionary leadership; and

WHEREAS, Mayor Hernandez's dedication and leadership in transportation has provided the region with a strong advocate who seeks to improve the quality of life for those who live and work in the Tri-Valley; and

WHEREAS, as a LAVTA Board member, Mayor Hernandez contributed to many noteworthy projects and services including the Regional One-Seat Ride Paratransit Program, the Shared Autonomous Vehicle demonstration project, the Alameda County Student Transit Pass Program, the Zero Emissions Bus Transition Plan, the Tri-Valley Hub Network Integration Study; and

WHEREAS, Mayor Hernandez championed the agency's Short and Long Term Transit Plans to support its mission now and for future generations, setting a course for LAVTA to focus its work on building equitable service that serves all Tri-Valley residents; and

WHEREAS, through Mayor Hernandez's participation on the Boards of the Alameda County Transportation Commission, the Tri-Valley San Joaquin Valley Regional Rail Authority, the San Joaquin Regional Rail Commission, and the Innovate 680 Policy Advisory Council she strongly advocated for innovative, regional transportation solutions and for the Livermore Amador Valley Transit Authority; and

WHEREAS, Mayor Hernandez helped lead the agency through difficult and proactive decisions made necessary during the COVID 19 Pandemic, which required great courage, patience and resolve from all Board Members; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Board and staff express their enduring gratitude and appreciation for the exceptional service provided by Mayor Melissa Hernandez in the furtherance of the mission, goals, and values of LAVTA.

APPROVED AND ADOPTED this 1st day of July 2024.

Evan Branning
Chair, Board of Directors

ATTEST:

Christy Wegener
Executive Director

AGENDA

ITEM 6

STAFF REPORT

SUBJECT: Award of On-Call Task Order #4: Hydrogen Fueling Station and Hydrogen Fuel-Cell Bus Deployment Project Management and Technical Consulting

FROM: David Massa, Capital Projects Manager

DATE: July 1, 2024

Action Requested

Projects and Services Committee requests that the Board of Directors approve Resolution 19-2024, authorizing the Executive Director to execute Task Order #4 with the Center for Transportation and the Environment for project management and technical consulting services for the Atlantis Hydrogen Fueling Station Construction and Hydrogen Fuel Cell Bus Deployment project.

Background

LAVTA staff are preparing for the implementation of LAVTA's Innovative Clean Transit (ICT) plan, which charts the course for a 100% zero-emissions hydrogen fuel-cell electric bus (FCEB) fleet by 2034. With the anticipated arrival of LAVTA's first FCEBs in FY27, the Agency is readying the requisite infrastructure to support the hydrogen technology.

Transitioning to FCEBs from diesel electric hybrid buses involves a complex array of considerations due to the current stage of the hydrogen-powered bus industry. Critical factors include fuel storage options, dispensing methods, pressure requirements, fuel cell sizes, and communication protocols between buses and fueling stations. Each of these elements requires careful planning and integration to ensure a seamless transition and deployment. The lead times for fueling system components can extend beyond 18 months, necessitating advanced planning and coordination. Additionally, understanding the safety, codes, and standards for hydrogen fueling is crucial for ensuring the safe and consistent deployment of FCEBs. With the industry still developing, it is crucial for organizations like LAVTA to collaborate with companies that are at the forefront of technological advancements.

In 2022, LAVTA awarded its on-call zero-emissions bus consulting contract to the Center for Transportation and the Environment (CTE). CTE is a well-established nonprofit organization that has been instrumental in advancing sustainable transportation solutions in the transportation industry. With over 30 years of service, CTE has managed a portfolio of over \$530 million in research, development, and demonstration projects, aiming to bring clean, efficient, and sustainable transportation technologies into the mainstream. Their work includes collaborating with various transit authorities, including SunLine Transit in Coachella Valley, AC Transit, Orange County Transportation Authority, and vehicle

technology manufacturers. CTE's expertise in engineering, planning, and project management has contributed to the deployment of over 1,100 zero-emission vehicles and the development of numerous transition plans for fleets. By working with CTE for the fueling station construction and initial FCEB bus procurement, LAVTA can leverage CTE's extensive experience and technical services to ensure the successful implementation of innovative fuel technologies.

Discussion

If approved, LAVTA will move forward with CTE to develop the next steps on constructing the Atlantis hydrogen fueling station, as well as the specifications for the initial FCEB procurement later in FY25. This is a multi-year Task Order that will be completed in phases as the transition to hydrogen fuel-cell technology occurs.

Below is a synopsis of the core services CTE will provide to LAVTA throughout the project. The complete scope of work is included as Attachment 1.

Bus and Route Analysis Modeling

CTE's comprehensive evaluation process involves modeling and simulation to optimize the performance and efficiency of transit buses. By collecting detailed route data and simulating various operational scenarios, CTE aims to provide actionable insights to LAVTA. This data-driven approach will assist LAVTA in refining its bus specifications and operational strategies, ensuring an optimized balance between performance and cost-effectiveness.

Hydrogen Demand Analysis

CTE will conduct a comprehensive evaluation of the energy requirements for fuel cell buses based on the modeling and LAVTA's FCEB procurement schedule. This assessment will consider various factors such as the planned service routes of LAVTA, the energy consumption patterns of the vehicles, and the operational capacity of the fueling station. The goal is to ensure that the fueling infrastructure can meet the demands of the bus routes and passenger loads of today and the future.

Hydrogen Fuel Station and Fuel Cost Modeling

Throughout this phase CTE will utilize the findings from the Hydrogen Demand Analysis to ensure that the scope of work for the station aligns with LAVTA's service needs. A fuel cost model will be developed to assess potential fuel demand and delivery schedules, alongside identifying alternative supply sources to guarantee consistent fuel availability for the initial roll-out of FCEBs. Also, with an eye towards future needs, CTE will perform additional modeling to project future fuel consumption trends as LAVTA expands its FCEB fleet, in accordance with its Zero-Emission Bus (ZEB) Transition Plan and procurement schedule.

Bus Procurement and Build

The bus procurement and build phase of the project involves a collaborative effort between LAVTA and CTE to oversee the procurement and production of buses from a selected OEM. This includes contract execution (assuming LAVTA purchases off an existing state or consortium contract), design approvals, and quality checks to ensure adherence to FTA's Quality Management System. Regular meetings and inspections will be scheduled to monitor

progress and maintain standards. CTE's role extends to providing expert guidance to LAVTA, ensuring that the buses meet all required inspections and audits before delivery.

Infrastructure Procurement, Design, and Build

This phase of the project is extremely complex including all necessary steps to procure, design, build, and installation of the hydrogen fueling infrastructure. CTE's role will be to support LAVTA in finalizing the hydrogen station's specifications, which will include storage, compression, dispensing and possibly production components. Key deliverables include:

- Preparing documents for an RFP to competitively procure the fueling station. To accomplish this CTE will utilize previous analyses, listed previously, to prepare detailed technical specifications customized to LAVTA's environment for the RFP.
- Provide ongoing support during the RFP process, including drafting addenda and assisting in proposal evaluations.

Once the RFP is awarded, the selected fueling station supplier will be responsible for all aspects related to the design and build of the hydrogen fueling station. This would include developing the site, installation plans for the station and obtaining all necessary permits.

Once the fueling station and FCEBs are delivered, the selected bus manufacturer and the fueling station supplier will commission the fueling station for operations with their buses.

Bus and Infrastructure Deployment

This phase involves several processes that LAVTA and CTE will follow to validate the performance of its new buses and fueling station after commissioning and acceptance testing. This includes post-delivery inspections and acceptance testing, workforce training, performance validation, and a validation test plan.

Deployment Validation

After revenue service of the buses begins in FY27, CTE will begin a comprehensive approach to evaluating the performance of the fuel cell electric buses deployed by LAVTA. By collecting, analyzing, and reporting on Key Performance Indicators (KPIs) over a 12-month period, they will be able to provide valuable insights into various aspects of the buses' operations.

Fiscal Impact

The funding for this project is included in LAVTA's FY25 approved capital budget. These funds will be applied over a three-year period as the various tasks progress, paid in 8 phases and 22 installments for a total cost of \$676,000.

Recommendation

The Projects and Services Committee recommend that the Board of Directors approve Resolution 19-2024, authorizing the Executive Director to execute on-call task order #4 with CTE for Hydrogen Fueling Station and Fuel Cell Electric Bus Deployment Project Management and Technical Consulting services.

Attachments:

1. CTE 2024 LAVTA H2 Station & FCEB Deployment Proposal
2. Resolution 19-2024

May 3, 2024

Hydrogen Station and Bus Deployment Project Management and Technical Consulting Proposal

Submitted by:

Center for Transportation and the Environment

Statement of Work

CTE will use its Zero-Emission Smart Deployment Methodology as a basis for a customized scope for Livermore-Amador Valley Transit Authority (LAVTA) to guide this project through the primary phases, depicted in Figure 1. CTE's methodology is designed to help agencies understand ZEB technologies and how to successfully deploy them. This Statement of Work (SOW) outlines the seven traditional steps of the deployment methods to suit LAVTA's project aims. It details the specific tasks, associated deliverables, estimated time to completion and CTE fees required to complete LAVTA's hydrogen Station project and deployment of fuel cell electric buses in revenue service on fixed routes with corresponding fueling infrastructure. This SOW also includes CTE's project controls and risk managing procedures to guide the effective and efficient management of this project. Each phase includes a brief summary of the activities included in this phase of the project and an estimated time to complete. Each phase narrative also includes a description of the services provided by CTE during that phase and the associated CTE deliverables including payment type and value. A summation table of the phases and CTE milestones can be found at the end of this SOW.

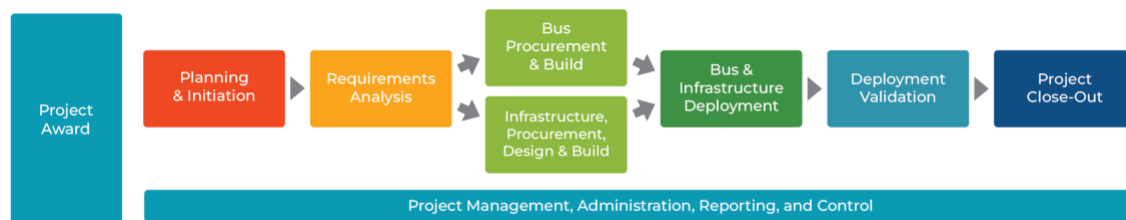


Figure 1: CTE's Smart Deployment Methodology

Phase 1: Project Planning & Initiation

Estimated Time to Complete: 2 months

Phase 1 CTE Fee Total: \$36,000

Under Phase 1, CTE will work with LAVTA, the selected bus OEM, and other partners to finalize the project scope, approach, and timeline, and to define tasks, roles and responsibilities, and preliminary risks.

Phase 1 will result in an in-person formal kickoff of the project with all stakeholders and project team members to align the project team on tasks, assignments, timelines, and expectations to successfully meet project goals and objectives.

CTE will work with each team member during the kickoff and throughout the project refine the general schedule from the proposal to update it and incorporate specific project goals and constraints.

CTE will develop a project workbook that will outline these project goals and objectives, scope, and approach that will guide the execution of deliverables of the project. The Workbook will define the key milestones and stakeholders as well as activities and tasks, and timeline for the project.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverable	Billing Frequency	Fee
1.1	Project Kick Off Meeting Agendas, Presentations and Minutes	One-time at deliverable completion	\$30,000
1.2	Project Workbook	One-time at deliverable completion	\$6,000
		Total	\$36,000

Phase 2: Requirements Analysis

Estimated Time to Complete: 3 months

Phase 2 CTE Fee Total: \$55,000

Bus and Route Analysis Modeling

This task confirms the technical specifications for the bus and fueling equipment. CTE will evaluate the required range of the bus based on the duty cycle of scheduled routes selected for this deployment project and will determine daily fuel consumption and throughput requirements necessary to support deployment given LAVTA's fueling window. CTE will model Transit Agency's routes and a model bus to predict the range and performance of the bus on the target routes. The model uses powertrain simulation software, such as Autonomie, which was developed by Argonne National Laboratory for the heavy-duty trucking industry and modified by CTE for zero-emission transit buses. CTE will collect route data by riding selected routes on an existing in-service bus with a GPS data logger to capture time, distance, speed, acceleration, GPS coordinates, and grade. CTE will also collect data on local environmental conditions, passenger loading profiles, route planning details, and blocking schedules from the agency. CTE will use this data along with specifications for OEM options to simulate bus operations on agency routes. The results of the simulation provide the agency with information to be used as a guide for making operational decisions and to determine if any changes are required to the bus specifications, routes, or passenger service schedules in order to optimize bus operations and operating costs. CTE may also be able to arrange for a test drive of a fuel cell electric bus to confirm vehicle performance and fuel efficiency on specific routes, if the agency is in the proximity of another agency with a fleet of fuel cell electric buses.

Hydrogen Demand Analysis

CTE will evaluate the required service energy of the fuel cell buses based on the duty cycles of LAVTA's planned service, vehicle energy consumption to determine daily fuel requirements,

and the necessary service capacity of the fueling station ensure sufficient throughput during LAVTA's available fueling window. This will ensure storage tanks and fuel delivery will support the anticipated routing and passenger loading requirements of the fuel cell buses. This method will inform LAVTA on paths to optimize station operations and project operating costs for the agency's first FCEB deployment and beyond. CTE's experience of processing the aforementioned data in its fuel demand analysis tool complemented by Argonne National Lab's Heavy-Duty Refueling Simulation Analysis Model as needed to develop an estimate for power requirements, mobility, and footprint of a hydrogen refueling solution, will support the development of a specification capable of supporting the FCEB deployment.

Hydrogen Fuel Station and Fuel Cost Modeling

CTE will use the energy consumption requirements determined during the Hydrogen Demand Analysis to confirm the stations scope of work matches LAVTA's existing service requirements. CTE will then develop a fuel cost model to evaluate the potential fuel demand, fuel delivery frequency, and identify backup sources of supply to ensure fuel reliability for this initial deployment of FCEBs. In addition, CTE will also conduct modeling to look at what LAVTA can expect in future years in regards to fuel consumption once additional FCEBs are deployed in the Agency's fleet as denoted by LAVTA's ZEB Transition Analysis and updated procurement timeline.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverable	Billing Frequency	Fee
2.1	Bus and Route Analysis Modeling Presentation	One-time at deliverable completion	\$29,000
2.2	Hydrogen Fuel Station and Fuel Cost Modeling Presentation	One-time at deliverable completion	\$13,000
2.3	Review Documentation of Facility Upgrades to Safely Work on FCEBs	One-time at deliverable completion	\$13,000
		Total	\$55,000

Phase 3: Bus Procurement and Build

Estimated Time to Complete: 12 months

Phase 3 CTE Fee Total: \$32,000

In this phase of the project, LAVTA and CTE support contracting and configurations development for bus procurement from the selected bus OEM from the selected state contract. LAVTA will execute procurement contracts with the selected bus OEM. The selected bus OEM will submit their final design for LAVTA approval before proceeding with production. LAVTA and CTE will participate in a pre-production meeting at the selected bus OEM's facility to confirm the design, and review quality control, quality assurance, and production procedures that will be in place for this order. Once the buses enter the production line, LAVTA and CTE will meet with the selected bus OEM regularly during the bus build to track progress. The phase will end with the delivery of the buses.

CTE offers to provide a first article pre-delivery inspection. If needed, CTE will engage the services of external vendors to complete the periodic inspections, resident inspections, or Buy America audits. The goal of the inspection is to ensure that the buses are ready to be delivered. LAVTA will approve buses for delivery and will conduct post-delivery acceptance inspections. These efforts are consistent with both the Inspection and Test and Inspection and Test Status elements of FTA's Quality Management System.

Throughout this phase of the project, CTE will provide guidance and oversight to LAVTA on bus manufacturing and design.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
3.1	CTE Review of Technical Specification and Bus Configuration Review/Comments	One-time at deliverable completion	\$21,000
3.2	CTE Review of Bus Contract	One-time at deliverable completion	\$10,000
3.3	Inspection Reports (Optional)	TBD based on final inspection scope	\$50,000
3.4	Pre-Award Buy America Audits (Optional)	One-time at deliverable completion	\$8,000
3.5	Post-Delivery Buy America Audits (Optional)	One-time at deliverable completion	\$8,000
		Total	\$97,000

Phase 4: Infrastructure Procurement, Design, and Build

Estimated Time to Complete: 12 months

Phase 4 CTE Fee Total: \$135,000

This phase of the project includes all necessary steps to procure, design, build, and install the hydrogen fueling infrastructure. CTE will assist LAVTA as it finalizes the specifications for the hydrogen fueling station, including production, if specified, compression, storage, and dispensing. This includes the preparation of necessary documents required for competitive procurement of fueling station through a Request for Proposals (RFP). CTE will review and evaluate the existing modeled fuel demands and conceptual design previously provided to LAVTA by a third party. CTE will leverage the existing analysis to draft the technical specifications for the hydrogen fueling station to be included in the RFP. CTE will support LAVTA throughout the RFP process, drafting addenda as needed and assisting in the technical evaluation of proposals.

The selected fueling station supplier will be responsible for the design and build of the hydrogen fueling station. CTE will work with LAVTA to provide administrative oversight and technical reviews during the design, construction, and installation process for the hydrogen refueling

station. The fueling station supplier will develop site and installation plans for the station and obtain all necessary permits.

CTE will also assist LAVTA in establishing and coordinating a third-party, independent safety review of preliminary fueling station design plans prepared by the vendor. The review will be conducted by the American Institute of Chemical Engineers Center for Hydrogen Safety, and cost of conducting this review will be the responsibility of the vendor.

CTE will also work with the hydrogen fueling station supplier and the selected bus OEM to provide a seamless fueling interface that will meet LAVTA's requirements for refueling its fleet. CTE and the fueling station supplier will work with LAVTA and local utilities to provide the necessary utilities to operate the station.

Once the site preparation for the station is complete, the fueling station supplier will install and commission the equipment, during which CTE will coordinate weekly communication meetings and provide project overview and recommendations. CTE will organize and coordinate with LAVTA, the selected bus OEM, and the fueling station supplier to conduct first-responder and employee safety and operations training.

Additionally, LAVTA has begun a project to upgrade its Rutan Court site for maintenance facility upgrades to support the first set of FCEBs. CTE shall support LAVTA to ensure the maintenance facility requirements are addressed in the project design to engineer mechanical, electrical, and detection/alarm systems in maintenance facilities.

Once the fuel cell electric buses are delivered, the selected bus OEM and the fueling station supplier will commission the fueling station for operations with their buses.

As referenced in the narrative above, CTE will provide guidance, oversight and coordination to LAVTA throughout the station design and build.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
4.1	Refueling Station RFP Procurement Support, Technical Evaluation, and Selection of Station Supplier	Twice: one \$25,000 payment at RFP publishing, and one \$25,000 payment at provider selection	\$50,000
4.2	Station Design/Build Support and Technical Advisory	Monthly installments over 12-month period	\$60,000
4.3	Facility Modification Design/Build Support and Technical Advisory	Monthly installments over 3-month period	\$15,000
		Total	\$125,000

Phase 5: Bus and Infrastructure Deployment

Estimated Time to Complete: 6 months

Phase 5 CTE Fee Total: \$35,000

After bus and station commissioning, LAVTA will conduct post-delivery inspections and acceptance testing. LAVTA staff will receive the necessary training to operate and maintain the vehicles and fueling station. Once buses and the fueling station have completed testing and acceptance by LAVTA as outlined in the previous phase, CTE will work with LAVTA and the selected bus OEM to validate the performance and operation of the buses and station through CTE's performance validation approach. CTE will develop a validation test plan to compare with modeled performance and determine if any operational changes are needed. The plan will provide for operating buses along the plan route(s) under controlled conditions (ambient temperature, HVAC load, passenger load, traffic patterns, etc.).

CTE will conduct the on-site validation testing based on the aforementioned plan and provide a validation test report to LAVTA. The report will include operational metrics such as: fuel economy (miles per kilogram), auxiliary load power draw (kW), fuel dispensed (kilograms), fueling rate (kilograms per minute), and initial and final state of fill as well as qualitative assessments of any issues that occur during validation. CTE will use the test results to support LAVTA finalizing the deployment strategy and schedules based on real world performance. This phase will close with the buses entering revenue service.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
5.1	Validation Test Plan	One-time at deliverable completion	\$5,000
5.2	Validation Test Report	One-time at deliverable completion	\$30,000
5.3	Updates to Operating and Fueling Recommendations Document as Needed	--	--
		Total	\$35,000

Phase 6: Deployment Validation

Estimated Time to Complete: 12 months

Phase 6 CTE Fee Total: \$95,000

After revenue service of the buses begins, CTE will collect, analyze, and report on Key Performance Indicators (KPIs) as a method of deployment validation to help track and understand the performance of the fuel cell electric buses for a period of 12 months. These metrics will allow LAVTA and FTA to fully understand operational metrics to determine if the projected benefits have been realized from the deployment of the fuel cell electric buses,

including impact on emissions, reductions in fuel consumption and cost, reductions in maintenance and costs, and any potential increase in ridership.

CTE will conduct a reporting workshop with LAVTA to determine the KPIs they wish to capture and the procedures for collecting data. CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
6.1	Deployment Validation KPIs Workshop Agenda, Presentation and Meeting Minutes	One-time at deliverable completion	\$13,000
6.2	Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)	One-time at deliverable completion	\$10,000
6.3	Monthly or Quarterly KPI Reports	Monthly or quarterly installments over a 12 month period	\$72,000
		Total	\$95,000

Phase 7: Project Close Out

Estimated Time to Complete: 2 months

Phase 6 CTE Fee Total: \$11,000

After the data collection period is over, CTE will issue a final report summarizing project results, findings, and lessons learned. LAVTA will close out the project with FTA.

CTE's deliverables and associated fees and billing frequency for this phase of the project are included in the table below.

ID	Deliverables	Billing Frequency	Fee
7.1	Final Report	One-time at deliverable completion	\$11,000
		Total	\$11,000

Phase 8: Project Management, Administration, Reporting, and Control

Estimated Time to Complete: 3 years

Phase 7 CTE Fee Total: \$222,000

CTE will manage the entire deployment project including deployment planning; bus specification development; fuel station supplier selection; infrastructure planning and procurement support; and final deployment. Project management will include but is not limited to the following activities:

- *Coordinating regular meetings and information sharing between project partners and stakeholders* — CTE will coordinate regular, timely and appropriate meetings with the

needed staff. This will include recurring status meetings, as well as focused workshops and other events. Meeting coordination includes detailed agendas, meeting minutes and follow-up. These meetings and communications reduce effort required from agency's staff, increase transparency, and ensure that the agency's interests and goals are prioritized and fulfilled throughout the project term.

- *Advocating for the transit agency's interests* – CTE will act as an advocate and advisor solely focused on LAVTA's interests and concerns. CTE's 25 years of expert experience in electric vehicle technology is crucial when considering the unique requirements of fuel cell electric bus system planning, design, and construction. CTE's unbiased experience and broad network of industry contacts results in rapid and impartial guidance, helping transit agencies select the technology that will best suit their needs and avoid pitfalls of electric bus implementation without being beholden to the bus manufacturer. CTE has proven experience in ensuring transparency on the capabilities, operation, and maintenance of fuel cell electric buses, and ensuring that the final buses meet all specifications and service requirements.
- *Technical Advisory*– CTE provides technical advisory services throughout the project to ensure that agency staff understand the differences in technology and the best practices for deploying and operating ZEBs. CTE will advise LAVTA on ZEB technology best practices, key deployment strategies; ZEB supplier terms and conditions; fueling strategy, oversight of bus manufacturing and design; construction and installation of charging stations; and ZEB training, operations, and maintenance.
- *Tracking project tasks, risks, budget and timeline* — CTE will develop and maintain the project schedule, and ensure that all milestones and deliverables are completed effectively and on time. CTE will also rigorously track and drive the resolution of project risks and action items to ensure project success. The Risk and Action Item Mitigation Plan (detailed below) ensures timely resolution of critical path tasks and active mitigation of project risks.

CTE's project management fees will be split into years and invoiced in monthly installments.

Project Management	Billing Frequency	Fee
(7.1) Year 1	Monthly installments over a 12 month period	\$108,000
(7.2) Year 2	Monthly installments over a 12 month period	\$72,000
(7.3) Year 3	Monthly installments over a 12 month period	\$42,000
	Total	\$222,000

Project Administration, Reporting & Control

CTE will guide the entire project by the control and risk management procedures detailed below. CTE's centralized management of the work program will enable team members to concentrate on exceeding project goals and ensure production of deliverables in a clear and well-coordinated manner. Details of CTE's processes for ensuring the efficient accomplishment of these tasks are as follows.

Collaboration Tools

CTE will use e-mail to share project files and communications, coordinate tasks, track issues, and maintain project calendars.

Communications Plan

Team members will participate in weekly or bi-weekly conference calls to discuss project status and current issues. Meeting minutes will be taken and shared to ensure open access to proceedings. Online video conferencing will be employed when team members desire a presentation format to share status updates. CTE will schedule additional conference calls with team members as needed.

Reporting Plan

CTE will provide LAVTA with quarterly summaries of project status and activities, as well as Quarterly Management Reports (QMRs). The QMRs provide a summary of project status, progress, and accomplishments of the previous quarter and projections for the remainder of the project. The QMR will be structured to allow LAVTA to easily incorporate the information into the required FTA Quarterly Report submitted by LAVTA. The QMR will document project progress and activities as well as describe any known risks and plans for mitigation.

CTE will compile the QMRs with input from team members. CTE will provide team members with a QMR template that will include:

- Summary narrative of accomplishments by task/milestone during the period
- Estimated % completion and expected completion dates of task/milestone
- Significant events affecting progress and discussion of project variances
- Remaining activities and expected completion dates

CTE will also compile a Final Management Report at the end of the project to summarize the project accomplishments, realized benefits, and lessons learned.

Risk and Action Item Management and Mitigation Plan

CTE provides strong and engaged oversight of project progress through the suite of management controls and procedure outlined above. CTE's management method allows us to anticipate and manage potential risks and ensures quick recognition of any unexpected project risks that arise. All identified risks are documented; assigned to project team members for research, analysis, and resolution; and tracked through the project. Risks and related tasks are prioritized to ensure that

project team members remain focused on the right activities at the right time. Critical issues that remain unresolved or proposed solutions that impact project timeline, scope, budget or resources are escalated to LAVTA management for immediate attention.

Schedule Control Plan

CTE will be responsible for maintaining the overall schedule with input from team members.

Team members will report schedule status for their assigned tasks during the regular team calls. If the actual progress for a task is determined to be behind the planned schedule, CTE will work with LAVTA to develop appropriate corrective action based on the schedule variance, the amount of work remaining, the impact on other tasks, and impact on the overall schedule.



CTE Deliverables

Task ID	Task Name	Billing Frequency	Milestone Deliverable	Total Task Value	Cost per Installment (\$)	Total Amount of All Installments
1	Project Planning			\$36,000		
		One-time at deliverable completion	Project Kick Off Meeting Agendas, Presentations and Minutes		\$30,000	\$30,000
		One-time at deliverable completion	Project Workbook		\$6,000	\$6,000
2	Requirements Analysis			\$55,000		
		One-time at deliverable completion	Bus and Route Analysis Modeling Presentation		\$29,000	\$29,000
		One-time at deliverable completion	Hydrogen Fuel Station and Fuel Cost Modeling Presentation		\$13,000	\$13,000
		One-time at deliverable completion	Review Documentation of Facility Upgrades to Safely Work on FCEBs		\$13,000	\$13,000
3	Bus Procurement and Build			\$97,000		
		One-time at deliverable completion	CTE Review of Technical Specification and Bus Configuration Review/Comments		\$21,000	\$21,000
		One-time at deliverable completion	CTE Review of Bus Contract		\$10,000	\$10,000
		TBD based on final inspection scope	Inspection Reports		\$50,000	\$50,000
		One-time at deliverable completion	Pre-Award Buy America Audits		\$8,000	\$8,000
		One-time at deliverable completion	Post-Delivery Buy America Audits		\$8,000	\$8,000
4	Infrastructure Procurement, Design, and Build			\$125,000		
		Twice: one \$25,000 payment at RFP publishing, and one \$25,000 payment at provider selection	Refueling Station RFP Procurement Support and Technical Evaluation, and Selection of Station Supplier		\$25,000	\$50,000
		Monthly installments over 12-month period	Station Design/Build Support and Technical Advisory		\$5000	\$60,000



		Monthly installments over 3-month period	Facility Modification Design/Build Support and Technical Advisory		\$5,000	\$15,000
5	Bus and Infrastructure Deployment			\$35,000		
		One-time at deliverable completion	Validation Test Plan		\$5,000	\$5,000
		One-time at deliverable completion	Validation Test Report		\$30,000	\$30,000
		--	Updates to Operating and Fueling Recommendations Document as Needed		--	--
6	Deployment Validation and Key Performance Indicators			\$95,000		
		One-time at deliverable completion	KPI Workshop Agenda, Presentation and Meeting Minutes		\$13,000	\$13,000
		One-time at deliverable completion	Data Collection and Reporting Plan and KPI Dashboard Development (where applicable)		\$10,000	\$10,000
		Monthly or quarterly installments over a 12-month period	Monthly or Quarterly KPI Reports		\$6,000	\$72,000
7	Project Close Out			\$11,000		
		One-time at deliverable completion	Final Report		\$11,000	\$11,000
8	Project Management, Administration, Reporting, and Control			\$222,000		
		Monthly installments over 12-month period	Year 1		\$9,000	\$108,000
		Monthly installments over 12-month period	Year 2		\$6,000	\$72,000
		Monthly installments over 12-month period	Year 3		\$3,500	\$42,000
Total CTE Budget				\$676,000	--	\$676,000

References

Name	Organization	Title	Phone	Email
Cliff Thorne	Orange County Transportation Authority	Director of Maintenance and Motorist Services	(714) 560-5975	cthorne@octa.net
James Beck	Gold Coast Transit District	Director of Operations and Maintenance	(805) 587-8898	jbeck@gctd.org
Sal Llamas	Alameda-Contra Costa Transit District	Director of Maintenance	(510) 891-7215	sllamas@actransit.org

RESOLUTION NO. 19-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AWARDING A TASK ORDER TO THE CENTER FOR TRANSPORTATION
AND THE ENVIRONMENT FOR PROJECT MANAGEMENT AND
TECHNICAL CONSULTING FOR THE ATLANTIS FUELING STATION
CONSTRUCTION AND HYDROGEN FUEL CELL BUS PROJECT**

WHEREAS, LAVTA requires the services of a consulting firm with expertise in hydrogen technologies to develop preparing for the implementation of the Agency's Innovative Clean Transit (ICT) plan, including constructing the hydrogen fueling station and procuring hydrogen fuel cell buses; and

WHEREAS, LAVTA has previous experience with Center for Transportation and the Environment (CTE) having utilized them to develop the agency's ZEB plan (RFP #2016-04); and

WHEREAS, LAVTA is currently utilizing CTE for On-Call Zero Emissions Bus Consulting Services (RFP #2022-05) to assist with the agency's pursuit of Low-No grant and Transit and Intercity Rail Capital Program funding to fully construct the Atlantis Facility; and

WHEREAS, CTE's staff are recognized as experts throughout the transportation industry for having successfully developed numerous zero emissions projects; and

WHEREAS, CTE and LAVTA staff have negotiated a detailed scope of work for the Hydrogen Fueling Station and Hydrogen Fuel-Cell Bus Deployment Project Management and Technical Consulting project at a firm fixed fee of \$676,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director may enter into a task order contract with Center for Transportation and the Environment for \$676,000 for the project management and technical consulting for the Hydrogen Fueling Station and Hydrogen Fuel-Cell Bus Deployment project; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to expend a 10% contingency amount not to exceed \$67,600, for a total authorized amount not to exceed \$743,600; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute a task order with CTE in a form approved by LAVTA's Legal Counsel.

PASSED AND ADOPTED this 1st day of July 2024

Evan Branning, Chair

ATTEST:

Christy Wegener, Executive Director

APPROVED AS TO FORM:

Michael Conneran, Legal Counsel

AGENDA

ITEM 7

STAFF REPORT

SUBJECT: Establishing Standing Committees and Memberships

FROM: Christy Wegener, Executive Director

DATE: July 1, 2024

Action Requested

Review and adopt standing committees, memberships, and officers to conduct LAVTA's official business.

Background

At the June 2024 LAVTA Board meeting the Board elected Board Member Evan Branning as Chair and Board member Julie Testa as Vice Chair for fiscal year 2025. Per the agency's By-Laws, the Chair shall appoint the members and the Committee Chairs subject to Board approval.

Discussion

Board Members can express their preferences for committee memberships and during the discussion will indicate their willingness to serve as Committee Chair or Vice-Chair. Recommendations are shown on the attached Resolution and should be confirmed.

These recommendations follow the Board's policy with respect to the appointment of Committee Chairs. The adopted policy is that the Chairs of the two standing committees be filled by the two jurisdictions who are not serving as Chair and Vice Chair of the Board. In this case, since Board Member Branning and Board Member Testa are the new Chair and Vice Chair respectively, then the two committee chairs should be filled by Dublin and the County representatives.

Next Steps

Upon Board approval, the new committee assignments will commence immediately.

Recommendation

Staff recommends the Board confirm and approve Resolution 22-2024, establishing standing committees, memberships, and officers.

Attachments:

1. Resolution 22-2024

RESOLUTION NO. 22-2024

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY ADOPTING COMMITTEE
ASSIGNMENTS FOR FY25**

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority (LAVTA) has adopted By-Laws which specify how the Board will conduct its business; and

WHEREAS, the By-Laws state that the Board shall establish standing and special ad hoc committees as it deems necessary; and

WHEREAS, the By-Laws further state that the Chair shall appoint the members and the Chairs of committees subject to Board approval; and

WHEREAS, the Board has selected Evan Branning (City of Livermore) to be Chair and Julie Testa (City of Pleasanton) to be Vice Chair for FY25; and

WHEREAS, the Board approved a two-committee structure at its July 2010 Board meeting, and the Chair has considered the committee assignments of the members of the Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY:**

1. The standing committees of the Board shall be:
 - a. Finance and Administration Committee
 - b. Projects and Services Committee
2. The chairs of the two standing committees should be filled by the jurisdictions who are not serving as Chair and Vice Chair of the Board.
3. The Finance and Administration Committee shall be comprised of:
 - a. Mike McCorriston (Dublin), Chair
 - b. Brittini Kiick (Livermore), Vice Chair
 - c. Julie Testa (Pleasanton)
4. The Projects and Services Committee shall be comprised of:
 - a. David Haubert (County of Alameda), Chair
 - b. Jean Josey (Dublin), Vice Chair
 - c. Karla Brown (Pleasanton)
 - d. Evan Branning (Livermore)
5. The Finance and Administration Committee shall meet on the fourth Tuesday of each month at 4:00 pm.
6. The Projects and Services Committee shall meet on the fourth Monday of each month at 4:00 pm.

7. To allow full participation by Board Members on the two standing committees, one or both Committees may have four members, which constitute a quorum of the Board. As a result, a Committee which has four members shall also be noticed as a "Committee of the Whole." In the event that a quorum of Board members is present, the Committees will automatically convert into a Committee of the Whole. Likewise, if there is no longer a quorum of the Committee of the Whole, then the Committee of the Whole will automatically convert back into the regular committee. The Chair of the Committee will also serve as Chair of the Committee of the Whole.

The agendas for each meeting of the Committee of four shall include the following footnote:

In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.

PASSED AND ADOPTED this 1st day of July 2024.

Evan Branning, Chair

ATTEST:

Christy Wegener, Executive Director

AGENDA

ITEM 8

STAFF REPORT

SUBJECT: Appointment of LAVTA Board Member to Innovate 680 Policy Advisory Committee

FROM: Christy Wegener, Executive Director

DATE: July 1, 2024

Action Requested

Appoint a Board Member to serve as primary member on the Innovate 680 Policy Advisory Committee.

Background/Discussion

Innovate 680 is a program of projects that promotes an integrated approach to redefining mobility and addressing the increasing congestion on I-680 through seven key strategies that range from HOV lanes to deploying a suite of technologies to improve traffic flow. The Innovate 680 program is led by the Contra Costa Transportation Authority (CCTA) with policy oversight by a Policy Advisory Committee (PAC).

The Innovate 680 PAC is comprised of 11 members, one each from the cities of Concord, Martinez, Pleasant Hill, Walnut Creek, and San Ramon; town of Danville; Contra Cost County Board of Supervisor for Districts 2 and 4, BART, Central Contra Cost Transit Authority (County Connection) and LAVTA. Current LAVTA representatives on the Innovate 680 PAC are Melissa Hernandez (primary) and Julie Testa (alternate).

With Melissa Hernandez's departure from the LAVTA Board as of June 4, 2024 comes a need to fill her seat on the Innovate 680 PAC.

Fiscal Impact

N/A

Recommendation

Staff recommends the Board appoint LAVTA Board Member Jean Josey as member to the Innovate 680 Policy Advisory Committee.

AGENDA

ITEM 9

EXECUTIVE DIRECTOR'S REPORT

Projects and Services

Ridership

May represented the second full calendar month after the Wheels-in-Motion (WiM) implementation earlier in the spring. During May, the Wheels system carried approximately 136,000 unlinked boardings, compared with ~121,000 in May of last year, sustaining the post-pandemic recovery trend seen over the past year.

Average weekday boardings totaled approximately 5,600, representing a ~17% year-on-year (YoY) increase. The weekend boarding trend, although not quite as pronounced, was also up - at ~12% and ~5% for Saturdays and Sundays, respectively. Systemwide, we saw a weekday average of 15.0 boardings per vehicle service hour, up from 12.8 in May of last year.

We should get a better picture of the post-WiM ridership trends over the following months, but so far, the overall indicators are very positive.

Pleasanton Meadowlark Dairy Detour on Route 10R- Update

As noted in the June ED Report, LAVTA is instituting a summer detour on westbound Route 10R to avoid the Meadowlark Dairy traffic on First Street and Neal Street. Signs have been posted at affected bus stops and notices are posted on the website and real-time applications. Staff are monitoring on-time performance and complaints. The start of school may require another detour be implemented, which will be determined in the coming weeks.

Route 52 to the Alameda County Fair



Wheels service to the Alameda County Fair kicked off on Friday, June 14. Ridership has been strong so far with weekdays seeing an average of just under 100 daily riders, and weekends seeing over 125 each day.



Swiftly Real Time Passenger Information Module

LAVTA is excited to announce a new partnership with Swiftly to implement its cutting-edge Real-Time Passenger Prediction (RTPP) module. This advanced algorithm will significantly boost the accuracy of our GTFS-RT feed, providing riders with precise and reliable real-time information. By integrating multiple Automatic Vehicle Location (AVL) feeds from our existing onboard hardware, Swiftly's RTPP module will enhance both the accuracy and resilience of our real-time data. This improvement means better information for our passengers and an improved riding experience on Wheels.

EXECUTIVE DIRECTOR'S REPORT

Dublin Transit Center Garage Ribbon Cutting

On Thursday, June 13, Alameda County hosted a ribbon cutting for the Dublin Transit Center Garage. LAVTA staff were in attendance to celebrate the opening and Supervisor David Haubert made remarks.



EXECUTIVE DIRECTOR'S REPORT

Finance and Administration

New LAVTA Staff

Two new LAVTA staff started the last week of June: Joy Liu, Senior Marketing and Communications Specialist and Ethan Yeung, Operations Analyst – Fleet and ITS.

Hydrogen Fuel Cell Conference

On Monday, June 17, the California Hydrogen Leadership Summit held its annual conference in Sacramento. LAVTA's Capital Project Manager was in attendance. Topics included renewable hydrogen, hydrogen production and hubs, as well as infrastructure.

Transit and Intercity Rail Capital Improvement Program (TIRCP) Cycle 7

LAVTA in partnership with Valley Link are applying to the TIRCP Cycle 7 grant program; staff are working with a consultant on the grant application. The scope of the project includes funding for 12 zero-emissions expansion vehicles, construction of the Atlantis Maintenance Facility, Phase 1 of the Valley Link Hydrogen Production Facility, and a workforce development program.

Government Finance Award:

LAVTA has once again received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA) for our FY2023 ACFR. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management.

California State Budget

On June 22, Governor Newsom, Senate President pro Tempore Mike McGuire and Assembly Speaker Robert Rivas announced that they have reached an agreement on the Budget Act of 2024. The budget agreement preserves the \$5.1 billion for public transit capital projects and operations that were secured last year.

Upcoming Procurements

Strategic Plan RFP was released in June. Proposals are due in July.

Attachments:

1. Board Statistics May 2024
2. FY24 Upcoming Items
3. GFOA 2024 Award

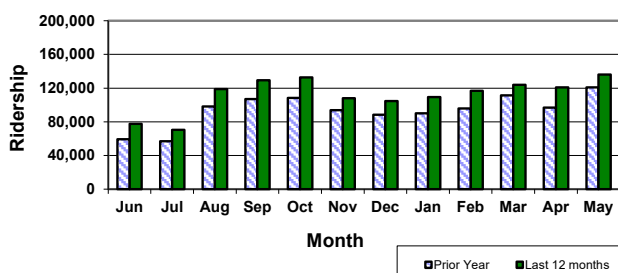
Monthly Summary Statistics for Wheels

May 2024

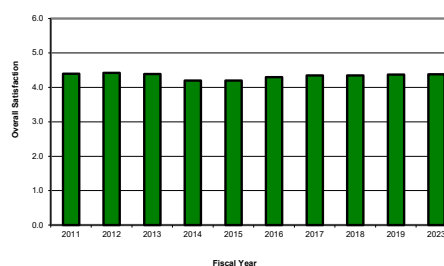
FIXED ROUTE

	May 2024			% change from one year ago		
Total Ridership FY To Date	1,271,234			19.0%		
Total Ridership For Month	136,002			12.6%		
Fully Allocated Cost per Passenger	\$9.75			-11.7%		
	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
Average Daily Ridership	5,578	1,625	1,356	16.9%	12.1%	4.9%
Passengers Per Hour	15.0	7.9	9.8	16.3%	-19.1%	13.6%
	May 2024			% change from last month		
On Time Performance	81.7%			-1.7%		

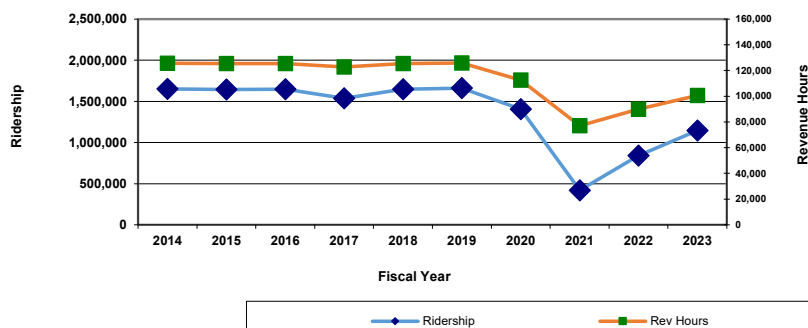
Monthly Unlinked Boardings
Last 24 Months



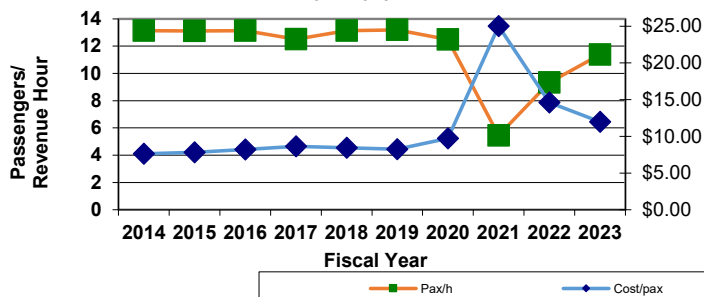
Historical Customer Service Survey
Results



Annual Unlinked Boardings and Revenue Hours
FY2014-2023



Full Cost Per Passenger and Passenger Per Hour
FY2014-2023



Monthly Summary Statistics for Wheels

May 2024

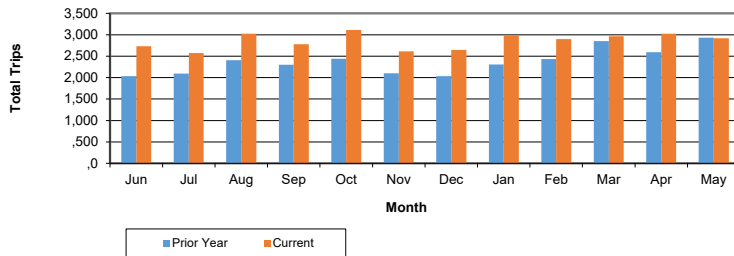
PARATRANSIT

General Statistics	May 2024	% Change from last year	Year to Date
Total Monthly Passengers	2,917	-0.5%	31,524
Average Passengers Per Revenue Hour	1.85	7.6%	1.70
On Time Performance	98.0%	-24.4%	97%
Cost per Trip	\$52.85	-5.2%	\$57.05
Number of Paratransit Assessments	0	n/a	0
% of Calls Answered Within 1 Minute	72.0%	n/a	81%

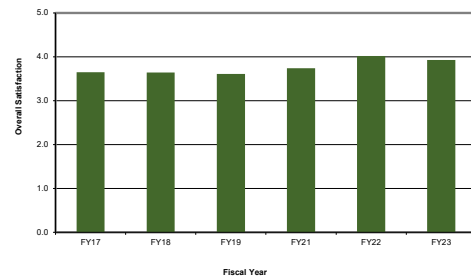
*There were no in-person assessments due to Covid-19, but the applicants received temporary presumptive eligibility based on their application and doctor's verification until the in-person assessments can be resumed.

Missed Services Summary	May 2024	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

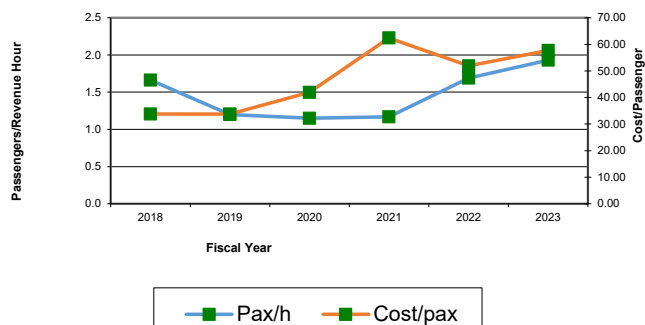
Paratransit Monthly Unlinked Boardings



Historical Customer Service Survey Results



Paratransit Full Cost Per Passenger and Average Passengers Per Hour
FY2017-2023



Monthly Summary Statistics for Wheels May 2024

GO TRI-VALLEY			
General Statistics	May 2024	% Change from last year	Year to Date
Total Monthly Passengers	3,551	4.2%	46,530
Subsidy Cost/Trip	\$ 4.60	n/a	4.67

Go Tri-Valley Monthly Trips

Month	Prior Year	Current Year
Jun	1,000	3,500
Jul	1,000	3,800
Aug	1,200	4,000
Sep	1,200	3,800
Oct	1,200	4,500
Nov	1,200	4,200
Dec	1,200	4,500
Jan	1,200	4,800
Feb	1,200	4,500
Mar	2,800	5,000
Apr	3,000	3,800
May	3,200	3,500

Monthly Summary Statistics for Wheels
May 2024

SAFETY								
ACCIDENT DATA	May 2024				Fiscal Year to Date			
	Fixed Route		Paratransit		Fixed Route		Paratransit	
Total					0		0	
Preventable	1		0		36		0	
Non-Preventable	2		0		21		2	
Physical Damage								
Major	0		0		3		0	
Minor	3		0		47		2	
Bodily Injury								
Yes	0		0		2		0	
No	3		0		55		1	
MONTHLY CLAIMS ACTIVITY	Totals							
Amount Paid								
This Month	\$3,499.82							
To Date This Fiscal Year	\$38,261.82							
Budget	\$100,000.00							
% Expended	38%							
CUSTOMER SERVICE - ADMINISTRATION								
CATEGORY	Number of Requests							
	May 2024	Year To Date						
Praise	1	1						
Bus Stop	3	32						
Incident	2	39						
Trip Planning	1	7						
Fares/Tickets/Passes	0	11						
Route/Schedule Planning	7	96						
Marketing/Website	1	8						
ADA	1	10						
COVID Inquiries	0	0						
Lost/Found	6	15						
TOTAL	22	219						
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	6	0	0	19	0	0	0	3
Safety	5	2	0	45	0	0	0	2
Driver/Dispatch Discourtesy	0	2	1	11	0	0	0	0
Early	0	0	0	6	1	0	0	2
Late	3	5	0	13	2	0	0	4
No Show	1	0	0	4	2	0	0	4
Incident	0	2	0	1	0	0	0	0
Driver/Dispatch Training	2	0	1	32	1	0	1	5
Maintenance	1	0	0	5	0	0	0	0
Bypass	4	2	0	50	0	0	0	0
TOTAL COMPLAINTS	16	13	2	167	6	0	1	17
Valid Complaints								
Per 10,000 riders	1.18							
Per 1,000 riders					2.06			

LAVTA COMMITTEE ITEMS - July 2024 - November 2024

Finance & Administration Committee

July - Cancelled

Action Info

August

Action Info

Minutes
Treasures Report
Draft Fare Structure Changes
I-680 Express Bus Program MOU

X
X
X
X

September

Action Info

Minutes
FTA Triennial Review
FINAL Fare Structure Changes

X
X
X

October

Action Info

Minutes
Treasurers Report
Annual Comprehensive Financial Report (ACFR)

X
X
X

November

Action Info

Minutes
Treasurers Report

X
X

*Typically November committee meetings are cancelled

LAVTA COMMITTEE ITEMS - July 2024 - November 2024

Projects & Services Committee

July - Cancelled	Action	Info
August	Action	Info
Minutes	X	
On Call Task Order Contract Award Kimley Horn: Cloud Based TSP		
Design Services	X	
Purchase of Cradlepoint R1900 5G Cellular based Routers	X	
September	Action	Info
Minutes	X	
October	Action	Info
Minutes	X	
Service to DHS and EHS - Final Recommendation		X
Marketing Plan Presentation		X
Wheels Access Contract Award	X	
November	Action	Info
Minutes	X	
Fixed Route Ridership Report		X



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

6/5/2024

Melissa Hernandez
Board Chair
Livermore Amador Valley Transit Authority, California

Dear Melissa:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services