

**MINUTES OF THE MAY 4, 2026**  
**LAVTA BOARD OF DIRECTORS MEETING**

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

Chair Testa called the meeting to order at 4:00 p.m.

**2. Roll Call of Members**

**Member(s) Present:**

Julie Testa – Chair, City of Pleasanton

David Haubert – Vice Chair, County of Alameda (Remote)

Evan Branning – City of Livermore

Jeff Nibert – Alternate, City of Pleasanton (Arrived 4:03 p.m.)

Kristie Wang – City of Livermore

Jean Josey – City of Dublin

Michael McCorriston – City of Dublin

**3. Meeting Open to Public**

No public comments were received.

**4. Consent Agenda A – B**

A. Minutes of the April 6, 2026, Board of Directors meeting.

B. Treasurer’s Report for March 2026

C. FY2026 Wheels Dial-A-Ride Customer Satisfaction Survey Results

Agenda Items A and B

Motion/Second: McCorriston / Branning

Aye: Testa, Haubert, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

**Motion approved.**

Item C: This item was pulled by Chair Testa. The Board discussed open-ended survey comments, emphasizing respectful service standards, driver training, and follow-up when concerns are recurring, and noted positive feedback and staff’s proactive response. Following discussion, the Board approved Item C.

Agenda Item C

Motion/Second: Branning/Josey

Aye: Testa, Haubert, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

**Motion approved.**

No public comments were received.

**MINUTES OF THE MAY 4, 2026**  
**LAVTA BOARD OF DIRECTORS MEETING**

**5. LAVTA 2026 Zero Emissions Transition Plan Update**

Staff with consultants from the Center for Transportation and the Environment (CTE) presented the recommended changes to LAVTA's zero-emissions bus transition plan. The Board discussed a mixed hydrogen/battery-electric approach and Atlantis facility design/charging capacity, as well as a potential future change in the Federal landscape. The Board requested updates before key decision points and final design and groundbreaking of the Atlantis Facility.

Motion/Second: Josey/Nibert

Aye: Testa, Haubert, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

Absent: None

**Motion approved.**

No public comments were received.

**6. Public Hearing Regarding Staff Vacancies (AB 2561)**

The Board conducted and closed the public hearing. No action was required

No public comments were received.

**7. Draft FY2027 Operating and Capital Budget**

(Vice Chair Haubert departed at 5:13 p.m.)

Staff presented the FY2027 Operating and Capital Budget. A Board member asked about fare revenue projections, noting that fixed route fare revenue appeared flat despite recent fare increases. Staff explained the estimate is based on FY2025 revenue due to limited recent Clipper data and noted that farebox revenue has been slightly declining due to fare programs that reduce fares or provide free or reduced transfers.

Motion/Second: Branning/Wang

Aye: Testa, Branning, Nibert, Josey, McCorriston, Wang

No: None

Abstain: None

Absent: Haubert

**Motion approved.**

No public comments were received.

**MINUTES OF THE MAY 4, 2026**  
**LAVTA BOARD OF DIRECTORS MEETING**

**8. Executive Director's Report**

Executive Director Wegener reported receipt of a positive draft state audit report, attendance at the UC Davis Transit Research Symposium and career fair, and that LAVTA signed onto a California Transit Association letter regarding concerns with proposed Cap-and-Invest program changes. It was noted that staff are recruiting to fill a vacancy. LAVTA's Finance Department received a GFOA award for excellence in financial reporting, and systemwide ridership is up across services, with a decrease expected next month for Go Tri-Valley.

**9. Matters Initiated by Board Members**

No matters were initiated.

**10. Next Meeting is Scheduled for:**

June 1, 2026

**11. Adjournment**

Meeting was adjourned at 5:39 p.m.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for April 2026

FROM: Tamara Edwards, Director of Finance

DATE: June 1, 2026

**Action Requested**

Review and approve the LAVTA Treasurer's Report for April 2026.

**Cash accounts:**

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

**General checking account activity (105):**

Beginning balance April 1, 2026	\$1,849,059.95
Payments made	\$1,874,908.68
Deposits made	\$1,478,554.74
Transfer from LAIF	\$2,000,000.00
Transfer from Farebox	\$250,000.00
Ending balance April 30, 2026	\$3,702,706.01

**Farebox account activity (106):**

Beginning balance April 1, 2026	\$277,086.67
Deposits made	\$25,086.87
Transfer to General Checking	\$250,000.00
Ending balance April 30, 2026	\$52,173.54

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

Beginning balance April 1, 2026	\$28,169,302.24
Transfer from LAIF to General Checking	\$2,000,000.00
Interest Q3 FY26	\$288,286.42
Ending balance April 30, 2026	\$26,457,588.66

***Operating Expenditures and Revenues Summary:***

As this is the tenth month of the fiscal year, in order to stay on target for the budget this year expenses (at least the ones that occur on a monthly basis) should not be higher than 83%. The agency is at 75% overall.

***Operating Revenues Summary:***

While expenses are at 75% revenues are at 86% providing for a healthy cash flow.

**Contracts Executed in April by the Executive Director between \$50,000 and \$100,000.**

\$66,039 to Specialty Field Services for replacement batteries for hybrid buses

**Recommendation**

The Finance and Administration Committee recommend approval of the April 2026 Treasurer's Report.

**Strategic Plan Goal**

Organizational and Financial Management: Deliver a "satisfactory" audit report every year.

**Attachments:**

1. April 2026 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
BALANCE SHEET  
FOR THE PERIOD ENDING:  
April 30, 2026**

**Current Assets:**

101 PETTY CASH	200
102 TICKET SALES CHANGE	240
105 CASH - GENERAL CHECKING	3,702,705
106 CASH - FIXED ROUTE ACCOUNT	52,173
107 Clipper Cash	962,777
109 BOC	46
120 ACCOUNTS RECEIVABLE	117,662
135 INVESTMENTS - LAIF	26,457,588
13599 INVESTMENTS - LAIF Mark to Market	28,360
150 PREPAID EXPENSES	168,422

**Noncurrent Assets:**

14001 Due From Rail	2,930,530
160 OPEB ASSET	67,698
165 DEFFERED OUTFLOW-Pension Related	567,050
166 DEFFERED OUTFLOW-OPEB	656,498
170 INVESTMENTS HELD AT CALTIP	0
175 CEPPT RESTRICTED INVESTMENTS	442,623
111 NET PROPERTY COSTS	53,143,153

**TOTAL ASSETS****89,297,726****Current Liabilities:**

205 ACCOUNTS PAYABLE	413,475
211 PRE-PAID REVENUE	2,068,818
21101 Clipper to be distributed	1,549,664
22000 FEDERAL INCOME TAXES PAYABLE	(11,405)
22010 STATE INCOME TAX	(8)
22020 FICA MEDICARE	(2,529)
22050 PERS HEALTH PAYABLE	0
22040 PERS RETIREMENT PAYABLE	(98)
22030 SDI TAXES PAYABLE	0
22070 AMERICAN FIDELITY INSURANCE PAYABLE	(372)
22090 WORKERS' COMPENSATION PAYABLE	157,303
22100 PERS-457	0
22110 Direct Deposit Clearing	0

**Noncurrent Liabilities:**

22120 Compensated absenses	135,743
23101 Net Pension Liability	1,325,703
23105 Deferred Inflow- OPEB Related	285,799
23104 Deferred Inflow- Pension Related	172,348
23103 INSURANCE CLAIMS PAYABLE	(60)
23102 UNEMPLOYMENT RESERVE	7,839

**TOTAL LIABILITIES****6,102,220****FUND BALANCE:**

301 FUND RESERVE	60,465,256
------------------	------------

304 GRANTS, DONATIONS, PAID-IN CAPITAL	32,140,057	
30401 SALE OF BUSES & EQUIPMENT	86,871	
FUND BALANCE	(9,496,678)	
<b>TOTAL FUND BALANCE</b>		<b>83,195,506</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<b>89,297,726</b>

(\$ Thousands)	FY 2026												Budget	YTD % of Budget
	Actual Jul-25	Actual Aug-25	Actual Sep-25	Actual Oct-25	Actual Nov-25	Actual Dec-25	Actual Jan-26	Actual Feb-26	Actual Mar-26	Actual Apr-26	Budget May-26	Budget Jun-26		
<b>Operating Revenue</b>														
Passenger Fares	33	62	45	65	247	199	162	45	308	146	565	565	2,442	54%
Other Income	442	4	15,219	798	247	247	1,913	307	860	1,573	1,376	1,376	24,363	89%
<b>Total Operating Revenue</b>	<b>475</b>	<b>66</b>	<b>15,264</b>	<b>863</b>	<b>494</b>	<b>446</b>	<b>2,076</b>	<b>353</b>	<b>1,168</b>	<b>1,719</b>	<b>1,941</b>	<b>1,941</b>	<b>26,805</b>	<b>86%</b>
<b>Operating Expenses</b>														
Labor	161	163	164	241	158	155	158	168	183	167	210	210	2,137	80%
Fringe Benefits	225	71	65	87	66	78	173	279	241	76	62	62	1,485	92%
Services	173	276	140	169	168	162	219	116	88	160	345	345	2,360	71%
Purchased Transportation	1,212	1,251	1,248	1,319	1,307	1,253	1,538	1,352	1,289	1,261	2,144	2,144	17,318	75%
Fuel and Supplies	52	128	98	54	127	105	73	104	123	93	311	311	1,582	61%
Utilities	50	33	33	34	33	40	30	33	46	27	81	81	520	69%
Insurance	777	-4	-17	0	0	-8	3	14	-2	-2	59	59	880	86%
Taxes	5	12	10	8	12	10	9	9	13	11	8	8	114	87%
Advertising	0	2	2	3	2	1	19	2	1	0	50	50	130	24%
Misc.	28	2	14	8	6	13	50	10	21	39	44	44	279	69%
<b>Total Operating Expenses</b>	<b>2,685</b>	<b>1,933</b>	<b>1,757</b>	<b>1,923</b>	<b>1,877</b>	<b>1,810</b>	<b>2,274</b>	<b>2,087</b>	<b>2,003</b>	<b>1,830</b>	<b>3,313</b>	<b>3,313</b>	<b>26,805</b>	<b>75%</b>
<b>Expenditures</b>														
Fund Balance - Operating Net	-2,210	-1,867	13,507	-1,060	-1,383	-1,364	-198	-1,735	-835	-111	-1,372	-1,372	0	
Fund Balance - Capital*	0	-2	-99	-142	-206	-86	-31	-176	355	-30	208	0	0	
Fund Balance - Operating and Capital	-2,210	-1,869	13,408	-1,202	-1,589	-1,449	-229	-1,911	-480	-141	-1,164	-1,372	0	
<b>Reserves (Cash and Investments)</b>														
Unrestricted	\$28,548,382													
Restricted														
<b>Total Reserves</b>	<b>28,548</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

\* Capital only shows actual expenses

(\$ Thousands)

	FY 2023	FY 2024	FY 2025												Total	Budget FY 2025	YTD % of Budget
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual			
			24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun			
<b>Operating Revenue</b>																	
Passenger Fares	2,141	2,242	206	82	112	80	206	167	163	203	69	224	211	490	2,213	2,600	85%
Other Income	17,334	19,092	205	15	547	350	14,001	530	2,028	348	251	110	322	-232	18,476	22,497	82%
<b>Total Operating Revenue</b>	<b>19,475</b>	<b>21,335</b>	<b>411</b>	<b>97</b>	<b>659</b>	<b>430</b>	<b>14,207</b>	<b>696</b>	<b>2,190</b>	<b>551</b>	<b>320</b>	<b>2,211</b>	<b>534</b>	<b>258</b>	<b>22,567</b>	<b>25,097</b>	
<b>Operating Expenses</b>																	
Labor	1,589	1,788	148	153	152	152	231	153	153	154	151	155	234	188	2,024	2,244	90%
Fringe Benefits	1,088	1,279	203	67	62	58	63	75	21	120	645	75	84	-265	1,208	1,657	73%
Services	2,183	1,887	370	156	74	87	219	232	181	94	185	172	147	268	2,186	2,754	79%
Purchased Transportation	12,063	13,556	958	1,038	1,316	1,088	1,028	1,017	1,073	1,447	1,200	1,189	1,196	1,609	14,203	14,751	96%
Fuel and Supplies	1,314	1,337	28	154	72	100	27	149	69	118	110	70	96	158	1,151	1,948	59%
Utilities	375	464	46	32	34	33	39	35	43	31	36	40	31	68	467	521	90%
Insurance	558	731	734	-1	-6	0	1	-1	0	0	-5	2	-4	137	857	649	132%
Taxes	104	133	2	14	7	12	2	15	9	9	10	13	9	17	120	112	107%
Advertising	36	83	0	8	5	1	2	1	14	1	0	5	0	13	50	174	29%
Misc.	167	77	52	35	21	29	46	19	49	-62	23	7	20	61	299	288	104%
<b>Total Operating Expenses</b>	<b>19,475</b>	<b>21,335</b>	<b>2,541</b>	<b>1,656</b>	<b>1,738</b>	<b>1,561</b>	<b>1,657</b>	<b>1,695</b>	<b>1,612</b>	<b>1,912</b>	<b>2,355</b>	<b>1,728</b>	<b>1,814</b>	<b>2,255</b>	<b>22,524</b>	<b>25,097</b>	<b>90%</b>
Excess Revenue Over (Under) Expenses																	
<b>Capital Expenditures</b>																	
Fund Balance - Operating	0	0	-2,129	-1,559	-1,079	-1,130	12,550	-999	579	-1,361	-2,035	484	-1,280	-1,996	0	0	
Fund Balance - Capital	0	0	0	-4	-10	-7	-27	-100	-296	-172	-331	-36	-450	-3,170	0	0	
Fund Balance - Operating and Capital	0	0	-2,129	-1,563	-1,089	-1,138	12,522	-1,099	282	-1,533	-2,366	447	-1,730	-5,166	0	0	
<b>Reserves (Cash and Investments)</b>																	
Unrestricted	26478138	21418976															
Restricted	204032	322062															
<b>Total Reserves</b>	<b>26,682,170</b>	<b>21,741,038</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

STAFF REPORT

SUBJECT: Award of Landscape Maintenance Services Agreement with BrightView Landscape Services, Inc.

FROM: Michael Tobin, Director of Operations and Planning  
Salomon Abdel-Aziz, Manager of Administrative Services

DATE: June 1, 2026

---

**Action Requested**

The Finance and Administration Committee request that the Board of Directors approve Resolution 18-2026, authorizing the Executive Director to execute a three-year Agreement with BrightView Landscape Services Inc, in a form approved by legal counsel, for a not-to-exceed amount of \$299,199.48, with authority to exercise up to two (2) one-year option terms, and a total contract value not to exceed \$518,416.20, inclusive of optional services and one-time fees.

**Background**

The Livermore Amador Valley Transit Authority (LAVTA) is responsible for maintaining landscaped areas at its facilities to ensure safe, clean, and professional environments for employees, passengers, and the public. LAVTA most recently procured landscaping services in 2022 and currently maintains a contract with RMT Landscape Contractors, Inc. (RMT) for these services. In order to transition to the new services provider, the existing agreement with RMT will be cancelled for convenience in accordance with its contract terms.

In March 2026, LAVTA issued RFP No. 2026-09 for Landscape Maintenance Services. One proposal was received by the submittal deadline. The proposal was evaluated in accordance with the RFP criteria, including experience, technical qualifications, cost, and the ability to meet LAVTA's service requirements. Following this evaluation, BrightView Landscape Services, Inc. was determined to be responsive and responsible.

Staff negotiated final contract terms consistent with the RFP and BrightView's proposal, resulting in a comprehensive agreement that clearly defines scope, performance standards, remedies, and cost controls.

The proposed Agreement covers landscape maintenance services at three (3) LAVTA-owned facilities located in Livermore, which support core transit operations, passenger and administrative functions. These locations include the Atlantis Bus Yard at 875 Atlantis Court, the Administrative Offices and Bus Yard at 1362 Rutan Court, and the Livermore Transit Center at 2500 Railroad Avenue. Services at these facilities are necessary to maintain safe,

accessible, and well-kept environments for riders, employees, and the public. The Agreement establishes a three-year base term commencing June 12, 2026, with two (2) optional one-year extensions exercisable at LAVTA's sole discretion. The not-to-exceed cost for the three-year base term is \$299,199.48, plus a one-time fee of \$1,890.00 for initial condition assessments and baseline reports. If both option years are exercised, the total not-to-exceed contract amount would be \$518,416.20.

### **Discussion**

Approval of the proposed Agreement for Landscape Maintenance Services is necessary to ensure the continued upkeep of LAVTA's facilities. Well-maintained landscaping contributes to a safe and welcoming environment for riders, employees, and visitors, protects public assets, and supports the Authority's commitment to providing reliable and professional transit services.

The proposed Agreement establishes clearly defined service standards, performance expectations, and remedies, including liquidated damages for missed or incomplete service. These provisions provide accountability while allowing LAVTA to manage costs and service quality effectively over a multi-year period. Entering into a three-year agreement also promotes continuity of service and reduces the administrative burden associated with more frequent procurements.

The procurement process was conducted in accordance with LAVTA policies through a competitive Request for Proposals. BrightView Landscape Services, Inc., was selected based on demonstrated experience, qualifications, and cost competitiveness. The Agreement includes two optional one-year extensions that may be exercised at LAVTA's sole discretion, allowing the Authority to evaluate performance annually and align future commitments with operational needs and budget availability.

Approval of this Agreement supports the Boards' priorities by maintaining safe and accessible facilities, ensuring fiscal responsibility through defined contract limits, and supporting efficient operations through proactive facility maintenance.

### **Fiscal Impact**

Funding for the base three-year term of the Agreement in the amount of \$299,199.48 is included within the Operating Budget for facilities and maintenance services. The Agreement also includes two (2) optional one-year extension terms, exercisable at LAVTA's sole discretion, with a combined not-to-exceed amount of \$217,326.72. If all option years are exercised, the total not-to-exceed compensation for the full potential five-year term of the Agreement would be \$518,416.20. The proposed BrightView Landscape Services agreement results in a cost savings of \$137,287.80 compared to the existing RMT agreement over the maximum five-year term, inclusive of all base years, option years, and one-time startup costs.

The Agreement establishes a clear maximum compensation cap and does not obligate LAVTA to exercise any option terms, while allowing the agency to terminate the Agreement for convenience at any time if it is determined to be in the best interests of the agency.

**Next Steps**

Upon Board approval, staff will proceed with executing the Agreement with BrightView Landscape Services, Inc., in a form approved by legal counsel.

The Agreement will become effective on June 12, 2026, and staff will coordinate with the contractor to complete initial condition assessments and baseline reporting. Staff will monitor contractor performance throughout the term of the Agreement to ensure compliance with service requirements and performance standards.

**Recommendation**

The Finance and Administration Committee recommend that the Board of Directors approve Resolution 18-2026, authorizing the Executive Director to execute a three-year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., in a form approved by legal counsel, for a not-to-exceed amount of \$299,199.48, with authority to exercise up to two (2) one-year option terms and a total contract value not to exceed \$518,416.20.

**Strategic Plan Goal**

Operational Effectiveness, which focuses on streamlining LAVTA's operations through proven best practices to ensure reliable, safe, and efficient transit services.

**Attachments:**

1. Resolution 18-2026

**RESOLUTION NO. 18- 2026**

**A RESOLUTION THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING A THREE-YEAR AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES WITH BRIGHTVIEW LANDSCAPE SERVICES, INC.**

**WHEREAS**, the Livermore Amador Valley Transit Authority (LAVTA) is responsible for maintaining landscaped areas at its facilities to ensure safe, functional, and visually appropriate environments for employees, riders, and the public; and

**WHEREAS**, LAVTA issued Request for Proposals No. 2026-09 for Landscape Maintenance Services and conducted a competitive procurement process; and

**WHEREAS**, BrightView Landscape Services, Inc. was determined to be the most responsive and responsible proposer based on experience, qualifications, and cost; and

**WHEREAS**, staff has negotiated a three-year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., with a base contract amount not to exceed \$299,199.48, and with provisions allowing up to two (2) one-year option terms at the sole discretion of LAVTA; and

**WHEREAS**, the Agreement establishes a total not-to-exceed contract value of \$518,416.20, inclusive of optional services and one-time fees, and includes performance standards and liquidated damages to ensure service quality;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director is hereby authorized to execute a three-year Agreement for Landscape Maintenance Services with BrightView Landscape Services, Inc., in a form approved by legal counsel, for a not-to-exceed amount of \$299,199.48, with authority to exercise up to two (2) one-year option terms, and a total contract value not to exceed \$518,416.20.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of June 2026.

\_\_\_\_\_  
Julie Testa, Board Chair

ATTEST:

\_\_\_\_\_  
Christy Wegener, Executive Director

STAFF REPORT

SUBJECT: Approval of Purchase of Eight (8) Genfare Fareboxes

FROM: David Massa, Manager of Capital Projects

DATE: June 1, 2026

---

**Action Requested**

The Finance and Administration Committee requests that the Board of Directors approve Resolution 19-2026, authorizing the Executive Director to execute a purchase order for eight (8) Genfare FastFare fareboxes and associated equipment for the upcoming 2027 bus build for \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93.

**Background**

As part of the upcoming purchase of eight diesel-hybrid fixed route buses, new fareboxes and supporting components are required for the new vehicles. Typically, fareboxes are included with the bus build from the manufacturer; however, LAVTA has grant funding that can be used specifically for the fareboxes and staff intend to purchase them separately from the buses.

LAVTA's Genfare FastFare fareboxes (often referred to as GFI) operate within an integrated system of specialized hardware and software that supports fare collection, data retrieval, secure transmission, and systemwide reconciliation. This system includes the farebox itself, the probe equipment, the stationary vault system, the server infrastructure, and the software suite used to monitor, manage, and report all fare-collection activity.

Genfare is the sole provider of FastFare fareboxes and the proprietary hardware and software required to maintain compatibility with LAVTA's existing fare-collection system. For this reason, the procurement is being conducted as a single source purchase.

**Discussion**

Staff recommends a single source procurement for the FastFare fareboxes to maintain consistency across LAVTA's fleet and ensure compatibility with the agency's existing fare-collection system. This approach is allowable under FTA third-party contracting guidance, and staff's cost analysis confirms that Genfare's pricing for the fareboxes and required interfaces is fair and reasonable.

Genfare is the sole manufacturer of FastFare fareboxes and the proprietary components needed to integrate with LAVTA's current fare-collection infrastructure. Early procurement is necessary due to a 12-week manufacturing lead time, and a vendor-announced price increase

effective July 1. Ordering now ensures timely availability for installation on the new buses and avoids higher future costs.

Upon delivery, the fareboxes will be stored at LAVTA until the new vehicles arrive in 2027. Installation will be performed by MV Transportation, consistent with previous fleet builds, at no additional cost to the agency. This procurement maintains continuity of LAVTA's fare-collection system and ensures ongoing compatibility with agency-owned equipment and software.

### **Fiscal Impact**

The total cost for eight Genfare FastFare fareboxes and associated equipment is \$163,735.39; a quote is included as Attachment 1. Funding for this purchase consists of 20% TDA funds and 80% FTA 5307 funds. These funds were included in the FY 2026 budget and have been carried over into the FY 2027 budget. No additional local funds are required.

### **Next Steps**

Upon Board approval, staff will issue a purchase order to Genfare to initiate manufacturing. Once delivered, the fareboxes will be stored at LAVTA until the new buses arrive. Staff will then coordinate installation during the vehicle acceptance process.

### **Recommendation**

The Finance and Administration Committee recommends that the Board approve Resolution 19-2026, authorizing the Executive Director to execute a purchase order for eight (8) Genfare FastFare fareboxes and associated equipment for the upcoming 2027 bus build for \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93.

### **Strategic Plan Goal**

Operational Effectiveness

### **Attachments:**

1. Genfare quote
2. Resolution 19-2026



**Genfare, LLC**  
**800 Arthur Ave**  
**Elk Grove Village, IL 60007**  
**Ph: (847) 593-8855**

# Sales Quotation

### Sold-To-Party

Livermore Amador Valley Trans Auth  
 LAVTA  
 1362 Rutan CT, Ste 100  
 LIVERMORE CA 94551

### Ship-To-Party

Livermore Amador Valley Trans Auth  
 LAVTA  
 1362 Rutan CT, Ste 100  
 LIVERMORE CA 94551

### Information

**Sales Quote No.** 5056085  
**Document Date** 03/23/2026  
**Customer No.** 589  
**Currency** USD  
**Contact Name** Dave Massa  
**Phone**  
**FAX**  
**EMAIL** dmassa@lavta.org  
**Validity Start Date** 03/23/2026  
**Validity End Date** 06/30/2026  
**Req Ship Date** 03/23/2026  
**Est Ship Date** 03/23/2026

### End User

Livermore Amador Valley Trans Auth  
 LAVTA  
 1362 Rutan CT, Ste 100  
 LIVERMORE CA 94551

**Order includes 8 (41") Fast Fares w/ TRiM and J1708 cable. Agency to install fareboxes in 2027 for their 8 new Gillig buses.**

Item	Material	Quantity	Price	Amount
10	FASTFARE FAST FARE(41" w/ TRiM, J1708)	8 EA	18,296.53 USD	146,372.24
	Tax		1,875.39 USD	15,003.15
<b>With the following configuration</b>				
	OCU MOUNTING SHAFT LENGTH CHAR	6 INCH RAM (STD)		
	OCU CABLE LENGTH	3FT (STD)		
	SWIPE CARD READER	YES		
	SMART CARD READER	NONE		
	ETHERNET CABLE	NONE		
	FAREBOX HEIGHT	41 INCHES		
	EXTERNAL CABLE	J1708		
	TRIM (OR) PRINTER	MAGNETIC		
	WIFI	NO		
	BARCODE READER	NO		
	CASHBOX HEIGHT	TALL		

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  \_\_\_\_\_ **Date:** 03/23/2026

**Sales Representative:** Josh Moskowitz **Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 days after receipt of order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges.

Customer will be responsible for applicable taxes and freight charges which will be included upon invoicing. Regardless of any taxes included above applicable taxes due are determined as of the date of shipment or service. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms

And Conditions Of Sale, a copy of which is attached and incorporated herein.



**Genfare, LLC**  
**800 Arthur Ave**  
**Elk Grove Village, IL 60007**  
**Ph: (847) 593-8855**

# Sales Quotation

### Sold-To-Party

Livermore Amador Valley Trans Auth  
 LAVTA  
 1362 Rutan CT, Ste 100  
 LIVERMORE CA 94551

### Ship-To-Party

Livermore Amador Valley Trans Auth  
 LAVTA  
 1362 Rutan CT, Ste 100  
 LIVERMORE CA 94551

### Information

**Sales Quote No.** 5056085  
**Document Date** 03/23/2026  
**Customer No.** 589  
**Currency** USD  
**Contact Name** Dave Massa  
**Phone**  
**FAX**  
**EMAIL** dmassa@lavta.org  
**Validity Start Date** 03/23/2026  
**Validity End Date** 06/30/2026  
**Req Ship Date** 03/23/2026

### End User

Livermore Amador Valley Trans Auth  
 LAVTA  
 1362 Rutan CT, Ste 100  
 LIVERMORE CA 94551

Item	Material	Quantity	Price	Amount
20	J1708 LICENSE J1708 INTERFACE SOFTWARE LICENSE	8 EA	195.00 USD	1,560.00
30	FREIGHT FREIGHT	1 EA	800.00 USD	800.00
<b>Gross Value</b>				148,732.24
<b>Total Tax</b>				15,003.15
<b>Final Amount:</b>				163,735.39

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  \_\_\_\_\_ **Date:** 03/23/2026

**Sales Representative:** Josh Moskowitz **Phone:**  
**Email:**

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 days after receipt of order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges.

Customer will be responsible for applicable taxes and freight charges which will be included upon invoicing. Regardless of any taxes included above applicable taxes due are determined as of the date of shipment or service. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms

And Conditions Of Sale, a copy of which is attached and incorporated herein.

**GENFARE STANDARD TERMS AND CONDITIONS OF SALE**

**1. GENERAL.** Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

**2. SHIPPING & INSURANCE** Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

**3. TERMS OF PAYMENT.** Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

**4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY.** All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

**5. CHANGES TO SPECIFICATIONS.** Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

**6. ACCEPTANCE, RETURNS AND EXCHANGES.** The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

**Return/Exchange Procedures.** Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

**7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE.** If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

**8. CANCELLATION.** If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

**9. FORCE MAJEURE.** To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

**10. INSTALLATION.** If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

**11. WARRANTY.** All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

**12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.** Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

**13. INDEMNIFICATION.** Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

**14. INSURANCE.** Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

**15. NOTICE.** All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

**16. MISCELLANEOUS.** No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

## ATTACHMENT A- WARRANTY

### 1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

#### i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

#### ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

#### iii. Spare Parts:

- 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

### 2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

### 3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
  - i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;
  - ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
  - iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
  - iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

### 4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

### 5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

#### 6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

#### 7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

#### 8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

**RESOLUTION NO. 19- 2026**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
AUTHORIZING THE PURCHASE OF EIGHT (8) GENFARE FASTFARE  
FAREBOXES**

**WHEREAS**, LAVTA operates a fleet equipped with Genfare FastFare fareboxes used for fare collection and pass dispensing; and

**WHEREAS**, LAVTA will place 8 new buses into service in 2027 that require Genfare FastFare fareboxes to maintain cash fare collection, fleetwide compatibility and support existing pass products; and

**WHEREAS**, LAVTA's fixed infrastructure is designed to operate with Genfare farebox technology; and

**WHEREAS**, Genfare has provided a quote for the equipment, hardware, and software required to outfit the eight (8) new buses with FastFare fareboxes at a cost of \$163,735.39; and

**WHEREAS**, staff recommends awarding a single source contract to Genfare for the purchase and delivery of FastFare fareboxes and associated hardware and software, including a 10% contingency to address potential global pricing volatility.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Livermore Amador Valley Transit Authority authorizes the Executive Director to enter into a single source contract with Genfare in the amount of \$163,735.39 plus a 10% contingency, for a total not-to-exceed amount of \$180,108.93, for the purchase and delivery of eight (8) FastFare fareboxes and associated hardware and software.

**PASSED AND ADOPTED** this 1st day of June, 2026.

---

Julie Testa, Board Chair

ATTEST:

---

Christy Wegener, Executive Director

**STAFF REPORT**

SUBJECT: TAAC Appointments for Terms Starting in FY2027

FROM: Kadri Klm, Senior Paratransit Planner  
Mike Tobin, Director of Operations and Planning

DATE: June 1, 2026

**Action Requested**

Staff requests that the Board ratify the Tri-Valley Accessible Advisory Committee (TAAC) appointments for terms starting on July 1, 2026.

**Background**

The Tri-Valley Accessible Advisory Committee consists of community members who are appointed to represent their respective cities and Alameda County on accessibility issues facing senior and disabled residents on Wheels fixed route and Dial-A-Ride services. The TAAC also includes individuals representing public social service agencies. The TAAC is comprised of ten (10) representatives, five (5) alternates, and one (1) Alameda CTC Paratransit Advisory and Planning Committee (PAPCO) representative.

According to Section 3.3 of the TAAC bylaws “The term of appointment of each committee member and alternate shall generally be for a period of two (2) fiscal years, unless a one (1) year term is necessary to ensure continuity of membership and avoid all appointments expiring at the same time. Each member shall serve for a maximum of four (4) consecutive terms (i.e. eight (8) consecutive fiscal years). A member may continue to serve for additional consecutive terms beyond the maximum of four (4) consecutive terms (i.e. eight (8) consecutive fiscal years) if no other qualified applicants apply for the open position and the member is willing to serve. The member will be appointed as an Alternate unless there is an opening for a full voting member in their jurisdiction on the committee. The term shall be for one year.”

On June 30th 2026, terms will expire for five current TAAC members and alternates:

- Shawn Costello – Dublin Representative
- Andrea Renzulli – Dublin Alternate
- Judith LaMarre – Livermore Representative
- Trish Ward – Livermore Alternate
- Carmen Rivera-Hendrickson – Pleasanton Representative
- Jeffrey Jacobsen – Pleasanton Alternate
- Herb Hastings – Alameda County Representative
- Amy Mauldin – Social Services Representative

## **Discussion**

LAVTA received seven applications for ten open positions starting in FY 2026/2027:

Dublin (1 member and 1 alternate needed):

- Shawn Costello – Current Dublin member
- Andrea Renzulli – Current Dublin alternate

Staff is recommending appointing the current Dublin alternate Andrea Renzulli for the Dublin representative position with term expiring in June 2028 and the current member Shawn Costello for the Dublin alternate position with term expiring in June 2027.

Livermore (1 member and 1 alternate needed):

- Judith LaMarre – Current Livermore Representative

Staff is recommending re-appointing Judith LaMarre for the Livermore representative position with term expiring in June 2028. The alternate position will remain open.

Pleasanton (1 member and 1 alternate needed)

- Carmen Rivera-Hendrickson – Current Pleasanton Representative
- Jeffrey Jacobsen – Current Pleasanton Alternate

Staff is recommending appointing the current Pleasanton alternate Jeffrey Jacobsen for the Pleasanton representative position with term expiring in June 2028 and the current member Carmen Rivera-Hendrickson for the Pleasanton alternate position with term expiring in June 2027.

Alameda County (1 member and 1 alternate needed)

- Herb Hastings - Current Alameda County Representative

Staff is recommending re-appointing Herb Hastings for the County of Alameda representative position with term expiring on June 2028. The alternate position will remain open.

Social Services Agencies (1 member and 1 alternate needed)

- Steven Cox – new applicant

Staff is recommending appointing Steven Cox for the Social Services representative position with term expiring on June 2028. The alternate position will remain open.

## **Action Requested**

Staff recommends the Board of Directors ratify the TAAC appointments for terms starting on July 1, 2026.

Attachments:

1. TAAC Membership Terms
2. TAAC Applications Received

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

### APPLICATION FOR TAAC MEMBERSHIP

#### GENERAL INFORMATION

Name Andrea Renzulli

Agency (if applicable) N/A

Address [REDACTED]

City Dublin Zip 94568

Home # \_\_\_\_\_ Work # \_\_\_\_\_ Mobile # \_\_\_\_\_

Email address: [REDACTED]

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

- City of Dublin ✓
- City of Pleasanton \_\_\_\_\_
- City of Livermore \_\_\_\_\_
- Alameda County ✓
- Social Services Agency \_\_\_\_\_

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

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

- Elderly ✓
- Disabled ✓
- A Caretaker for a Disabled person \_\_\_\_\_

**Or**

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

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

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

*I personally do not use Dial-A-Ride, but I have received feedback from those who do.*

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

*I have been using the Fixed Route service up to two times per week.*

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

*I want to make sure that our public transit meets the needs of our community (particularly its most vulnerable members).*

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

*In addition to the skills/experience (in education, finance, communication, and advocacy) mentioned in my initial application, my recent experience as an alternate TAAC member has given me a deeper understanding of the workings of and issues facing LAUTA and our other local transportation agencies.*

5. Will you be able to attend meetings during regular business hours? How flexible is your schedule? *I am able to attend your regular meetings. My current schedule is somewhat flexible.*

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

END OF APPLICATION

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

### APPLICATION FOR TAAC MEMBERSHIP

#### GENERAL INFORMATION

Name Shawn Costello

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

Address [REDACTED]

City Dublin Zip 94568

Home # [REDACTED] Work # \_\_\_\_\_ Mobile # \_\_\_\_\_

Email address: [REDACTED]

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

- City of Dublin   x
- City of Pleasanton \_\_\_\_\_
- City of Livermore \_\_\_\_\_
- Alameda County \_\_\_\_\_
- Social Services Agency \_\_\_\_\_

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

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

- Elderly \_\_\_\_\_
- Disabled   x
- A Caretaker for a Disabled person \_\_\_\_\_

**Or**

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

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

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

I ride Dial-A-Ride to and from meetings and when it's raining.

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

Yes, almost every day.

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

To continue serving on the committee would be a great honor.

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

I have over 40 years of experience with Wheels buses and knowledge of wheelchair tie-downs. I can teach drivers how to tie down wheelchairs.

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

Yes.

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

It's important that we have a great leadership on TAAC and I hope to be continually in this leadership role.

END OF APPLICATION

Livermore Amador Valley  
TRANSIT AUTHORITY



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

APPLICATION INSTRUCTIONS

ELIGIBILITY REQUIREMENTS

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

RESPONSIBILITIES

Members are expected to represent the viewpoint of the elderly and disabled community of the Tri Valley and provide input on the Wheels services. Members also act as liaisons for Wheels by informing the general public about Wheels services and policies. Meetings are held every other month and are scheduled for sixty (60) minutes. For disabled members, transportation is provided on the Wheels Dial-A-Ride service for free both to and from the meeting. All members receive a pass which provides them with complimentary service on all Wheels fixed route buses while serving on the TAAC. Appointments to the TAAC are made by the elected officials who make up the Wheels Board of Directors.

Please send the filled out application to:

Attn: Kadri Kulm  
LAVTA/Wheels  
1362 Rutan Court, Suite 100  
Livermore, CA 94551, or  
kkulm@lavta.org

8.3\_Attach 2\_TAAC Application

APPLICATION FOR TAAC MEMBERSHIP

GENERAL INFORMATION

Name HERB FOSTER

Agency (if applicable) BESIMOKL CENTER

Address [REDACTED]

City DUBLIN Zip 94568

Home # \_\_\_\_\_ Work # \_\_\_\_\_ Mobile [REDACTED]

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

City of Dublin  
City of Pleasanton  
City of Livermore  
Alameda County  
Social Services Agency

0   X   If   I     I     I     I     I    
  X    
0   X  

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

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

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

**Or**

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

8.3\_Attach 2\_TAAC Application  
Attachment 2

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

Yes

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

Yes   O     C     E     I     T     I     O     N     L  

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

I AM A ADVOCATE - TRANSIT

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

TRANSIT ADVOCATE SEVERAL LOCAL ASSOCIATIONS

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

Yes

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

MEMBER OF  
BART PHOTO IVE  
ADVISORY COMMITTEES

END OF APPLICATION

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

### APPLICATION FOR TAAC MEMBERSHIP

#### GENERAL INFORMATION

Name Jeffrey Jacobsen

Agency (if applicable) N/A

Address [REDACTED]

City Pleasanton, CA Zip [REDACTED]

Home [REDACTED] Work # N/A Mobile # [REDACTED]

Email address: [REDACTED]

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

- City of Dublin
- City of Pleasanton
- City of Livermore
- Alameda County
- Social Services Agency

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

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

- Elderly
- Disabled
- A Caretaker for a Disabled person

**Or**

Employed in Social Services in the Tri Valley

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

1. Do you or your clients use Dial-A-Ride? If yes, how often?  
yes, 5 times a week
  
2. Do you or your clients use Fixed Route service? If yes, how often?  
NO.
  
3. In a single statement, why do you want to be on this committee?  
Provide input on wheels services
  
4. What skills and knowledge do you feel you bring to this committee?  
very knowledgeable in dial a ride and paratransit services.
  
5. Will you be able to attend meetings during regular business hours? How flexible is your schedule?  
yes, very flexible
  
6. Please include any additional information that may assist the decision making process.

END OF APPLICATION

RECEIVED

APPLICATION FOR TAAC MEMBERSHIP

APR 14 2026

GENERAL INFORMATION

Livermore Amador Valley  
Transit Authority

Name Judy LaMorre

Agency (if applicable) —

Address [REDACTED]

City Livermore, CA Zip 94550

Home # \_\_\_\_\_ Work # \_\_\_\_\_ Mobile [REDACTED]

Email address: [REDACTED]

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

- City of Dublin \_\_\_\_\_
- City of Pleasanton \_\_\_\_\_
- City of Livermore ✓ \_\_\_\_\_
- Alameda County \_\_\_\_\_
- Social Services Agency \_\_\_\_\_

You are eligible for your position because you are

A resident of the City or County and are

- Elderly ✓ \_\_\_\_\_
- Disabled ✓ \_\_\_\_\_
- A Caretaker for a Disabled person \_\_\_\_\_

Or

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

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

yes. I ride Dial-A-Ride  
~~at~~ About once a week.

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

yes.  
I use Fixed Routes almost  
daily.

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

I ride the Fixed Route often, and the  
Dial-A-Ride once a week, and I enjoy  
learning about is ~~concerning~~ to both. And if  
there is any thing that I can add  
I will.

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

I gave up driving in 2006. I ~~have~~ have  
learned very much during that time. (20 years)  
And I have been on the Committee for  
7 or 8 years, and have learned more. If I can help  
someone, I will.

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

yes. I will be able to attend meetings  
during regular business hours. My  
schedule is flexible because I am retired

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

I remember when ~~the~~ Wheels  
started 40 years ago. I ~~live~~ lived in San Ramon,  
and across the street was Nuplix. I would ride the  
bus, whenever my END OF APPLICATION car broke down.

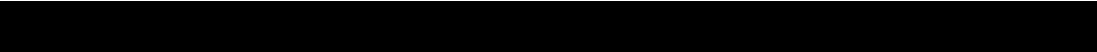
Livermore Amador Valley Transit Authority  
Tri-Valley Accessible Advisory Committee (TAAC)

### APPLICATION FOR TAAC MEMBERSHIP

#### GENERAL INFORMATION

Name Steven Cox

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

Address 

City Livermore Zip \_\_\_\_\_

Home #  Work  Mobile # 

Email address: 

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

- City of Dublin \_\_\_\_\_
- City of Pleasanton \_\_\_\_\_
- City of Livermore \_\_\_\_\_
- Alameda County \_\_\_\_\_
- Social Services Agency X \_\_\_\_\_

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

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

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

**Or**

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

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

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

Yes, I work with Seniors who rely on ADA and Paratransit transportation for accessibility on a daily basis.

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

Yes, I work with Seniors who rely on fixed route transportation for accessibility on a daily basis.

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

I'm interested in serving on the Fixed Route Transportation Committee because I see it as an opportunity to strengthen how we connect people to the services that already exist. Many residents especially seniors, individuals with disabilities, and those without reliable access to vehicles aren't always aware of the different transportation options available to them or how to navigate the fixed route system effectively.

I want to better my understanding of the current services, identify gaps in awareness or accessibility, and help improve communication and outreach within the community.

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

I have background in public sector operations, community engagement, and program management including transportation for special needs groups. My experience managing a city transportation program for seniors has provided me the skills in coordinating across departments, and committees working with diverse populations, and ensuring services are accessible and responsive to community needs.

My professional experience positions me to contribute thoughtful, practical input on improving transportation accessibility and service delivery.

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

Yes, I am available to attend meetings during regular business hours. My schedule is flexible with advance notice of changes to meeting schedule or location.

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

I would bring a strong commitment to public service, with experience collaborating across agencies, and engaging with diverse populations, including seniors and individuals with varying abilities, to provide input on inclusive and accessible transportation in our community.

END OF APPLICATION

### APPLICATION FOR TAAC MEMBERSHIP

#### GENERAL INFORMATION

Name Carmen Rivera Hendrickson

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

Address 

City Hayward Zip 

Home #  Work# \_\_\_\_\_ Mobile# \_\_\_\_\_

Email address: 

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

- City of Dublin \_\_\_\_\_
- City of Pleasanton ✓ \_\_\_\_\_
- City of Livermore \_\_\_\_\_
- Alameda County \_\_\_\_\_
- Social Services Agency \_\_\_\_\_

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

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

Elderly \_\_\_\_\_

Disabled \_\_\_\_\_

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

**Or**

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

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

Yes, When transport available

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

yes when I can get transport.

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

I have been working on help person with better transit.

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

I have work on transport for more than 30 years. at Givley, County, State

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

Yes.

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

I am PAPCO CTC transport

END OF APPLICATION

Tri-Valley Accessible Advisory Committee (TAAC)  
Membership Directory for FY 2026  
*As of June 2, 2025*

Dublin Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Sue Tuite	2 years	July 2025	June 2027
Andrea Renzulli	2 years	July 2026	June 2028
Shawn Costello (Alternate)	1 year	July 2026	June 2027

Livermore Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Judith LaMarre	2 years	July 2026	June 2028
Susan O'Neill	2 years	July 2025	June 2027
VACANT (Alternate)			

Pleasanton Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Jennifer White	2 years	July 2025	June 2027
Jeffrey Jacobsen	2 years	July 2026	June 2028
Carmen Rivera-Hendrickson (Alternate)	1 year	July 2026	June 2027

Alameda County Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Herb Hastings	2 years	July 2026	June 2028
VACANT (Alternate)			

Social Services Representation

<i>Committee Seat</i>	<i>Term</i>	<i>Term Beginning</i>	<i>Term Conclusion</i>
Steven Cox	2 years	July 2026	June 2028
Janeen Rubino-Brumm	2 years	July 2025	June 2027
Kathryn Gilbreth	2 years	July 2025	June 2027
VACANT (Alternate)			

PAPCO Representative

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



STAFF REPORT

SUBJECT: Resolution Accepting the Interstate 580 Net Toll Revenue Funds from Alameda County Transportation Commission for Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: June 1, 2026

---

**Action Requested**

The Finance and Administration Committee recommend the Board of Directors approve Resolution 20-2026, authorizing the Executive Director to execute a funding agreement with the Alameda County Transportation Commission accepting \$4,000,000 in Interstate 580 Net Toll Revenue Funds to support Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028.

**Background**

The Alameda County Transportation Commission (Alameda CTC) administers and operates the express lanes on I-580 in Alameda County and defines eligible uses of toll revenues. In October 2025, Alameda CTC solicited information about candidate projects to be considered for a maximum of \$10 million in I-580 Express Lanes Net Toll Revenue identified as available for programming. Potential project sponsors were asked to submit a maximum of one candidate project with a maximum request of \$4 million. To be eligible for consideration, projects needed to meet the following criteria:

- Sponsored by a jurisdiction or transit agency along the I-580 corridor in which the express lanes operate
- Ability to demonstrate direct benefits to the I-580 corridor
- Completed scoping document
- Complete funding plan for the requested phase
- Ability to provide a governing-body approved Resolution of Local Support within 60 days of Commission funding approval
- Consistency with Countywide Transportation Plan and Commission prioritization principles

Concurrent with Alameda CTC's request for project information, SB 63 was enacted, authorizing a regional transit revenue measure to be placed before voters in November 2026 (now known as "Connect Bay Area") and including a guaranteed funding set-aside for LAVTA. Prior to this, LAVTA and other transit operators had already identified an immediate need for short-term operating support prior to such time as any new revenue collected would

begin to flow to transit agencies. Accordingly, this need was advanced as LAVTA’s top priority for funding consideration to serve as a critical bridge to sustain the agency’s operations until new revenues become available.

**Discussion**

On February 26, 2026, Alameda CTC approved the I-580 Express Lane Expenditure Plan and awarded \$4,000,000 in Net Revenue for the two years of operating funding requested by LAVTA. Because these funds come from a new revenue source not covered under LAVTA’s existing Master Funding Agreement executed in 2016, Alameda CTC requests that LAVTA execute a new funding agreement to receive these funds, and that the Board of Directors adopt a resolution committing the necessary matching funds and stating the necessary assurances to complete the project (Attachment 1).

**Fiscal Impact**

Funds for the first year of the project were included in the agency’s FY 27 operating budget. The two-year project budget including LAVTA’s local match commitment is:

	<b>I-580 Express Lanes Net Revenue</b>	<b>Matching Funds</b>	<b>Total Funding</b>
FY27 Operations	\$2,000,000	\$13,000,667	\$15,000,667
FY28 Operations	\$2,000,000	\$13,750,700	\$15,750,700
<b>Total</b>	<b>\$4,000,000</b>	<b>\$26,751,367</b>	<b>\$30,751,367</b>
%	13.01%	86.99%	100.00%

**Next Steps**

Upon Board approval, the Executive Director will execute the funding agreement, making the funds available to the agency to implement the project.

**Recommendation**

The Finance and Administration Committee recommend the Board of Directors approve Resolution 20-2026, authorizing the Executive Director to execute a funding agreement with the Alameda County Transportation Commission accepting \$4,000,000 in Interstate 580 Net Toll Revenue Funds to support Emergency Transit Operations for Fiscal Years 2026-2027 and 2027-2028.

**Strategic Plan Goal**

- 5. Organizational and Financial Management
  - 5.1 Pursue and apply grant funding for high priority LAVTA initiatives
  - 5.2 Produce a balanced budget every year

**Attachments:**

- 1. Resolution 20-2026

**Resolution No. 20-2026**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY (LAVTA)  
ACCEPTING THE I-580 NET TOLL REVENUE FUNDS FROM  
ALAMEDA COUNTY TRANSPORTATION COMMISSION  
FOR EMERGENCY TRANSIT OPERATIONS FOR FISCAL YEARS 2026/27 &  
2027/28 AND COMMITTING ANY NECESSARY MATCHING FUNDS AND  
STATING ASSURANCES TO COMPLETE THE PROJECT**

**WHEREAS**, the Alameda County Transportation Commission (“Alameda CTC”) administers funding programs for projects and programs that benefit the Alameda County transportation system, such as I-580 Net Toll Revenues (“Net Revenue”); and

**WHEREAS**, the Livermore Amador Valley Transit Authority (“LAVTA”) is the project sponsor for Emergency Transit Operations for Fiscal Years 2026/27 and 2027/28 (“Project”) and submitted a funding application (“Application”) to Alameda CTC; and

**WHEREAS**, the Project will support implementation of two years of fixed-route transit operations throughout LAVTA’s service area; and

**WHEREAS**, Alameda CTC adopted the I-580 Express Lane Expenditure Plan (“Expenditure Plan”) and awarded \$4,000,000 in Net Revenue to LAVTA for the implementation and delivery of the Operations of the Project at its Commission meeting on February 26, 2026; and

**WHEREAS**, there are no legal impediments to LAVTA accepting funding and there is no active, pending or threatened litigation that may adversely affect the proposed Project or the ability of LAVTA to deliver such Project; and

**WHEREAS**, LAVTA authorizes its Executive Director or designee to execute an agreement with Alameda CTC for Net Revenue for the Project as referenced in this Resolution; and

**WHEREAS**, as part of the requirements to receive Net Revenue, Alameda CTC requires a resolution adopted by LAVTA stating the following:

1. LAVTA will implement the Project as described in the Application; and
2. LAVTA will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. LAVTA understands it will enter into a Project Funding Agreement (“Agreement”) with Alameda CTC, and will comply with the Agreement’s requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. LAVTA is committed to deliver the Project consistently with the Commission approved Expenditure Plan, as it may change, for the funds awarded by the Commission to the Project; and
5. LAVTA is committed to secure matching funds as proposed in the Application

- required for awarded Net Revenue, by phase; and
6. LAVTA is committed to provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Net Revenue; and
  7. LAVTA understands that Net Revenue awarded to the Project is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Net Revenue; and
  8. LAVTA understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between LAVTA and Alameda CTC; and
  9. LAVTA is committed to comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Net Revenue, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**NOW, THEREFORE, BE IT RESOLVED** that LAVTA agrees to accept award of \$4,000,000 in Net Revenue for the Project; and be it further

**RESOLVED** that LAVTA hereby confirms that there is no pending or threatened litigation that might in any way adversely affect LAVTA's ability to implement and deliver the proposed Project; and be it further

**RESOLVED** that LAVTA authorizes its Executive Director or designee to execute the funding Agreement with Alameda CTC; and be it further

**RESOLVED** that LAVTA shall provide Alameda CTC with a fully executed copy of this Resolution prior to execution of the Agreement; and be it further

**RESOLVED** that the LAVTA Board of Directors, by adopting this resolution, hereby confirms that:

1. LAVTA will commit to implementing the Project as described in the Application; and
2. LAVTA will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. LAVTA understands it will enter into an Agreement with Alameda CTC, and will comply with the Agreement's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. LAVTA commits to delivering the Project consistently with the Commission approved Expenditure Plan, as they may change, for the funds awarded by the Commission to the Project; and
5. LAVTA will commit matching funds as proposed in the Application against the awarded Net Revenue by phase in the amount of \$26,751,367, anticipated to be from other local sources; and

6. LAVTA will provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Net Revenue; and
7. LAVTA understands that Net Revenue awarded to the Project are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Net Revenue; and
8. LAVTA understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between LAVTA and Alameda CTC; and
9. LAVTA will comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Net Revenue, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**APPROVED AND PASSED** this 1st day of June 2026.

---

Julie Testa, Chair

**ATTEST:**

---

Christy Wegener, Executive Director