

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

**FINANCE and ADMINISTRATION COMMITTEE MEETING / COMMITTEE OF THE WHOLE**

**COMMITTEE MEMBERS**

**JULIE TESTA – CHAIR**  
**MELISSA HERNANDEZ**

**BRITTNI KIICK – VICE CHAIR**

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

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

**TELECONFERENCE**

**FEBRUARY 28, 2023 – 4:00 PM**

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

This meeting will proceed via teleconference in accordance with Government Code Section 54953(e)(2), in order to protect the health and safety of staff, officials, and the general public. Councilmembers will not be physically in attendance, but will be available via video conference.

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

Public comments will also be accepted via email until 1:00 p.m. on Monday, February 27, 2023 at [frontdesk@lavta.org](mailto:frontdesk@lavta.org). Please include “Public Comment – 2/28/2023” and the agenda item in the subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

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

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

There will be zero tolerance for any person addressing the Committee 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/83887904704>  
Passcode: FA1362Mtg
- To supplement a PC, Mac, tablet or device without audio, please also join by phone:  
Dial: 1 (669) 900-6833  
Webinar ID: 838 8790 4704  
Passcode: 732133

*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: 838 8790 4704  
Passcode: 732133

*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](mailto:frontdesk@lavta.org)

If you are submitting public comment via email, please do so by 1:00 p.m. on Monday, February 27, 2023 to [frontdesk@lavta.org](mailto:frontdesk@lavta.org). Please include “Public Comment – 2/28/2023” and the agenda item to which your comment applies in the subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction

**1. Call to Order**

**2. Roll Call of Members**

**3. Meeting Open to Public**

- Members of the audience may address the Committee on any matter within the general subject matter jurisdiction of the LAVTA Board of Directors.
- Members of the audience may address the Committee on items on the Agenda at the time the Chair calls for the particular Agenda item.
- Public comments should not exceed three (3) minutes.
- Agendas are published 72 hours prior to the meeting.
- No action may be taken on matters raised that are not on the Agenda.

**4. Minutes of the January 24, 2023 Meeting of the F&A Committee**

**Recommendation:** Approval

**5. Treasurer’s Report for January 2023**

**Recommendation:** Staff recommends that the Finance and Administration Committee forward the January 2023 Treasurer’s Report to the Board for approval.

**6. Adoption of Updated Conflict of Interest Code**

**Recommendation:** Staff recommends that the Finance and Administration Committee recommend that the Board of Directors approve the attached Conflict of Interest Code, including revised Appendix of Designated Officials and Employees, which has been updated to reflect LAVTA’s current staffing and organization.

**7. Resolution in Support of Allocation Request for FY 22-23 Funding through the State Low Carbon Transit Operations Program (LCTOP)**

**Recommendation:** Staff recommends the Finance & Administration Committee refer Resolution 09-2023 to the Board of Directors for approval in support of an allocation request to Caltrans for the FY 22-23 Low Carbon Transit Operations Program (LCTOP) to construct a hydrogen fueling station and related support infrastructure at LAVTA’s Atlantis maintenance facility to accommodate the fueling of zero-emission hydrogen fuel-cell electric buses.

**8. Administrative Support Services Agreement with the Tri-Valley San Joaquin Valley Regional Rail Authority**

**Recommendation:** Staff recommends that the Finance and Administration Committee make a recommendation to the Board to authorize the Executive Director to execute an administrative support services agreement with Valley Link.

**9. Preview of Upcoming F&A Committee Agenda Items**

**10. Matters Initiated by Committee Members**

**11. Next Meeting Date is Scheduled for: March 28, 2023**

**12. Adjourn**

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.

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.

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

<u>/s/ Jennifer Suda</u>	<u>2/23/2023</u>
<u>LAVTA Administrative Services Department</u>	<u>Date</u>

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

*Executive Director  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Fax: 925.443.1375  
Email: [frontdesk@lavta.org](mailto:frontdesk@lavta.org)*

**AGENDA**

**ITEM 4**



**MINUTES OF THE JANUARY 24, 2023 ZOOM TELECONFERENCE**  
**LAVTA FINANCE AND ADMINISTRATION COMMITTEE MEETING**

**1. Call to Order**

Committee Chair Julie Testa called the meeting to order at 4:00pm.

**2. Roll Call of Members**

**Members Present**

Julie Testa, City of Pleasanton

Melissa Hernandez, City of Dublin

Brittini Kiick, City of Livermore

**3. Meeting Open to Public**

No comments.

**4. Minutes of the October 17, 2022 Meeting of the F&A Committee**

Committee Chair Julie Testa noted that the October 17, 2022 minutes are to be approved today and they are in the agenda packet for review, but the agenda states the December 27, 2022 minutes are to be approved. Staff has corrected the agenda with the correct date of October 17, 2022.

Approved: Kiick/Hernandez

Aye: Hernandez, Testa, Kiick

No: None

Abstain: None

Absent: None

**5. Treasurer's Report for December 2022**

The Finance and Administration Committee recommended forwarding the December 2022 Treasurer's Report to the Board for approval.

Approved: Hernandez/Kiick

Aye: Hernandez, Testa, Kiick

No: None

Abstain: None

Absent: None

## **6. 2023 Legislative Program**

Staff briefed the Committee on the direction staff is suggesting LAVTA take in support of LAVTA's mission and protecting LAVTA's interests regarding legislative issues in 2023.

The item was discussed by the Committee Members and staff.

The Finance and Administration Committee recommended referring Resolution 06-2023 affirming LAVTA's 2023 Legislative Program to the Board of Directors for approval.

Approved: Kiick/Hernandez

Aye: Hernandez, Testa, Kiick

No: None

Abstain: None

Absent: None

## **7. Preview of Upcoming F&A Committee Agenda Items**

## **8. Matters Initiated by Committee Members**

None.

## **9. Next Meeting Date is Scheduled for: February 28, 2023**

## **10. Adjourn**

Meeting adjourned at 4:20pm

**AGENDA**

**ITEM 5**



**S T A F F   R E P O R T**

SUBJECT: Treasurer’s Report for January 2023

FROM: Tamara Edwards, Director of Finance

DATE: February 28, 2023

**Action Requested**

Review and recommend to the Board approval of the LAVTA Treasurer’s Report for January 2023.

**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 January 1, 2023	\$10,141,851.67
Payments made	\$2,850,570.12
Deposits made	\$7,037,471.99
Ending balance January 31, 2023	\$14,328,753.54

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

Beginning balance January 1, 2023	\$28,689.24
Deposits made	\$90,113.83
Ending balance January 31, 2023	\$118,803.07

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

Beginning balance January 1, 2023	\$11,073,888.81
Q2FY23 Interest	\$57,849.62
Ending balance January 31, 2023	\$11,131,738.53

***Operating Expenditures Summary:***

As this is the seventh 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 58%. The agency is at 43.17% overall. However, we have the Paratransit billing is still three months behind, so we have been unable to accrue them, therefore this amount is not 100% accurate.

***Operating Revenues Summary:***

While expenses are at 43.17%, revenues are at 76.1% allowing for a healthy cash flow.

**Recommendation**

Staff recommends that the Finance and Administration Committee forward the January 2023 Treasurer's Report to the Board for approval.

Attachments:

1. January 2023 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
BALANCE SHEET  
FOR THE PERIOD ENDING:  
January 31, 2023**

**ASSETS:**

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	14,328,754	
106 CASH - FIXED ROUTE ACCOUNT	118,803	
107 Clipper Cash	521,294	
108 Rail	0	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	465,795	
135 INVESTMENTS - LAIF	10,846,650	
13599 INVESTMENTS - LAIF Mark to Market	143,000	
150 PREPAID EXPENSES	3,745	
160 OPEB ASSET	1,603,154	
165 DEFFERED OUTFLOW-Pension Related	427,480	
166 DEFFERED OUTFLOW-OPEB	9,583	
170 INVESTMENTS HELD AT CALTIP	0	
175 CEPPT RESTRICTED INVESTMENTS	(111,674)	
111 NET PROPERTY COSTS	53,874,256	
<b>TOTAL ASSETS</b>		<b>82,231,326</b>

**LIABILITIES:**

205 ACCOUNTS PAYABLE	760,300	
211 PRE-PAID REVENUE	2,062,671	
21101 Clipper to be distributed	434,606	
22000 FEDERAL INCOME TAXES PAYABLE	0	
22010 STATE INCOME TAX	(0)	
22020 FICA MEDICARE	0	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	0	
22030 SDI TAXES PAYABLE	8	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	(1,482)	
22090 WORKERS' COMPENSATION PAYABLE	49,927	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
23101 Net Pension Liability	605,181	
23105 Deferred Inflow- OPEB Related	387,692	
23104 Deferred Inflow- Pension Related	559,302	
23103 INSURANCE CLAIMS PAYABLE	33,191	
23102 UNEMPLOYMENT RESERVE	17,376	
<b>TOTAL LIABILITIES</b>		<b>4,908,773</b>

**FUND BALANCE:**

301 FUND RESERVE	44,796,195	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	17,556,222	
30401 SALE OF BUSES & EQUIPMENT	85,787	
FUND BALANCE	14,884,348	
<b>TOTAL FUND BALANCE</b>		<b>77,322,552</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<b>82,231,326</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
REVENUE REPORT  
FOR THE PERIOD ENDING:  
January 31, 2023**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT BUDGET EXPENDED</b>
4010100	Fixed Route Passenger Fares	740,940	104,222	541,705	199,235	73.1%
4020000	Business Park Revenues	233,568	19,464	116,784	116,784	50.0%
4020500	Special Contract Fares	487,116	48,211	118,247	368,869	24.3%
4020500	Special Contract Fares - Paratransit	36,000	0	12,507	23,493	34.7%
4010200	Paratransit Passenger Fares	56,255	13,571	54,375	1,880	96.7%
4060100	Concessions	21,672	3,849	9,623	12,049	44.4%
4060300	Advertising Revenue	180,000	0	0	180,000	0.0%
4070400	Miscellaneous Revenue-Interest	26,054	57,850	95,402	(69,348)	366.2%
4070300	Non transportation revenue	136,464	11,662	77,537	58,927	56.8%
4090100	Local Transportation revenue	245,000	727	2,030	242,970	0.8%
4099100	TDA Article 4.0 - Fixed Route	10,715,920	0	10,610,799	105,121	99.0%
4099500	TDA Article 4.0-BART	57,517	7,807	54,842	2,675	95.3%
4099200	TDA Article 4.5 - Paratransit	191,227	13,617	95,957	95,270	50.2%
4099600	Bridge Toll- RM2, RM1	409,489	0	0	409,489	0.0%
4110100	STA Funds-Paratransit	-	0	0	-	#DIV/0!
4110500	STA Funds- Fixed Route BART	300,792	300,792	300,792	-	100.0%
4110100	STA Funds-pop	1,377,503	650,801	650,801	726,702	47.2%
4110100	STA Funds- rev	468,141	0	0	468,141	0.0%
4110100	STA Funds- Lifeline	-	0	0	-	#DIV/0!
4110100	Caltrans	-	0	0	-	#DIV/0!
4130000	FTA Section	5,730,074	4,538,607	4,538,607	1,191,467	100.0%
4130000	FTA Section 5307 ADA Paratransit	422,316	0	0	422,316	0.0%
4130000	FTA 5311	-	0	46,283	(46,283)	100.0%
4640500	Measure B Gap		0	0	-	100.0%
4640500	Measure B Express Bus	-	0	0	-	100.0%
4640100	Measure B Paratransit Funds-Fixed Route	-	0	0	-	#DIV/0!
4640100	Measure B Paratransit Funds-Paratransit	-	0	0	-	#DIV/0!
4640200	Measure BB Paratransit Funds-Fixed Route	1,603,800	274,972	755,962	847,838	47.1%
4640200	Measure BB Paratransit Funds-Paratransit	803,168	137,704	378,579	424,589	47.1%
<b>RAIL</b>		<b>0</b>	<b>0</b>	<b>0</b>		
<b>TOTAL REVENUE</b>		<b>24,243,016</b>	<b>6,183,856</b>	<b>18,460,832</b>	<b>5,782,184</b>	<b>76.1%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
OPERATING EXPENDITURES  
FOR THE PERIOD ENDING:  
January 31, 2023**

	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02 Salaries and Wages	\$1,991,423	\$124,854	\$898,846	\$1,092,577	45.14%
502 00 Personnel Benefits	\$1,480,173	\$103,187	\$525,790	\$954,383	35.52%
503 00 Professional Services	\$1,067,817	\$108,671	\$404,208	\$663,609	37.85%
503 05 Non-Vehicle Maintenance	\$851,947	\$98,728	\$536,914	\$315,033	63.02%
503 99 Communications	\$7,000	\$111	\$101,109	(\$94,109)	1444.42%
504 01 Fuel and Lubricants	\$2,164,000	\$136,598	\$679,866	\$1,484,134	31.42%
504 03 Non contracted vehicle maintenance	\$34,055	\$0	\$0	\$34,055	0.00%
504 99 Office/Operating Supplies	\$56,094	\$1,893	\$43,185	\$12,909	76.99%
504 99 Printing	\$77,000	\$10,910	\$34,852	\$42,148	45.26%
505 00 Utilities	\$370,399	\$41,426	\$202,195	\$168,204	54.59%
506 00 Insurance	\$650,156	\$355	\$502,835	\$147,321	77.34%
507 99 Taxes and Fees	\$229,663	\$12,000	\$67,934	\$161,729	29.58%
508 01 Purchased Transportation Fixed Route	\$11,107,549	\$859,408	\$5,904,522	\$5,203,027	53.16%
2-508 02 Purchased Transportation Paratransit	\$3,231,200	\$462,233	\$481,320	\$2,749,880	14.90%
508 03 Purchased Transportation WOD	\$73,262	\$6,030	\$36,414	\$36,848	49.70%
508 03 Purchased Transportation SAV	\$480,000	\$0	\$0	\$480,000	0.00%
509 00 Miscellaneous	\$162,028	\$1,679	\$23,047	\$138,981	14.22%
509 02 Professional Development	\$69,250	\$115	\$17,060	\$52,190	24.64%
509 08 Advertising	\$140,000	\$0	\$6,802	\$133,198	4.86%
<b>TOTAL</b>	<b>\$24,243,016</b>	<b>\$1,968,198</b>	<b>\$10,466,899</b>	<b>\$13,776,117</b>	<b>43.17%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)**  
**FOR THE PERIOD ENDING:**  
**January 31, 2023**

<b>ACCOUNT</b>	<b>DESCRIPTON</b>	<b>BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT BUDGET EXPENDED</b>
<b>REVENUE DETAILS</b>						
4090594	TDA (office and facility equip)	549,722	0	0	549,722	0.00%
4090194	TDA Shop repairs and replacement	235,500	0	0	235,500	0.00%
4091094	TDA Transit Center Improvements	123,602	0	0	123,602	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	686,979	0	0	686,979	0.00%
4090394	TDA Doolan Tower Upgrade	124,000	0	0	124,000	0.00%
4091794	TDA bus stops	1,157,143	0	0	1,157,143	0.00%
4090994	TDA buses 2022	2,893,860	0	0	2,893,860	0.00%
4090994	TDA Buses 2025	2,233,061	0	0	2,233,061	0.00%
4090294	TDA Atlantis	4,136,000	0	0	4,136,000	0.00%
409xx94	Non-Revenue Vehicle	50,000	0	0	50,000	0.00%
4091796	RM2 bus stops	2,300,000	0	0	2,300,000	0.00%
409xx94	TDA SAV	67,941	0	0	67,941	0.00%
409xx96	BT SAV	2,695,000	0	0	2,695,000	0.00%
4111700	SGR shelters and stops	50,000	0	0	50,000	0.00%
4110900	State Buses 2025	944,976	0	0	944,976	0.00%
4110500	Prop 1B office and facility	94,192	0	0	94,192	0.00%
41120	SGR battery packs	61,126	0	0	61,126	0.00%
41110	SGR Transit Center	62,746	0	0	62,746	0.00%
41118	Dublin Parking garage	19,500,000	889,142	1,246,142	18,253,858	6.39%
41102	State Atlantis	30,522,000	0	0	30,522,000	0.00%
41323	FTA buses 2022	11,574,837	0	11,440,196	134,641	98.84%
41309	FTA Buses 2025	12,712,147	0	0	12,712,147	0.00%
41311	FTA bus stops	2,000,000	0	0	2,000,000	0.00%
413xx	SAV infrastructure	385,000	0	0	385,000	0.00%
41320	FTA Hybrid battery packs	212,180	0	0	212,180	0.00%
41310	FTA Transit Center	440,000	71,361	71,361	368,639	16.22%
<b>TOTAL REVENUE</b>		<b>95,912,012</b>	<b>960,503</b>	<b>12,757,699</b>	<b>83,154,313</b>	<b>13.30%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)  
FOR THE PERIOD ENDING:  
January 31, 2023**

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>EXPENDITURE DETAILS</b>						
<b>CAPITAL PROGRAM - COST CENTER 07</b>						
5550207	Atlantis Facility	34,958,000	84,475	331,665	34,626,335	0.95%
5550107	Shop Repairs and replacement	235,500	0	8,828	226,672	3.75%
5551607	SAV	3,147,941	0	0	3,147,941	0.00%
5552307	Buses 2022	14,468,697	0	14,347,762	120,935	99.16%
555xx07	Buses 2025	15,890,184	0	0	15,890,184	0.00%
5550507	Office and Facility Equipment	393,914	102,783	107,164	286,750	27.20%
5551007	Transit Center Upgrades and Improvements	626,348	0	24,051	602,297	3.84%
5551207	Doolan Tower upgrade	124,000	0	2,007	121,993	1.62%
5551807	Dublin Parking Garage	19,500,000	1,118,705	1,948,968	17,551,032	9.99%
5551707	Bus Shelters and Stops	5,507,143	0	76,968	5,430,175	1.40%
5552007	Major component rehab	960,285	0	4,571	955,714	0.48%
555??07	Transit Capital	100,000	0	79,285	20,715	79.29%
	<b>TOTAL CAPITAL EXPENDITURES</b>	<b>95,912,012</b>	<b>1,305,963</b>	<b>16,931,268</b>	<b>78,980,744</b>	<b>17.65%</b>
	<b>FUND BALANCE (CAPITAL)</b>	<b>0.00</b>	<b>(345,460)</b>	<b>(4,173,569)</b>		
	<b>FUND BALANCE (CAPTIAL &amp; OPERATING)</b>	<b>0.00</b>	<b>3,856,792</b>	<b>3,785,241</b>		

California State Treasurer  
**Fiona Ma, CPA**



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

February 21, 2023

[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

January 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/13/2023	1/12/2023	QRD	1721574	N/A	SYSTEM	57,849.62

**Account Summary**

Total Deposit:	57,849.62	Beginning Balance:	11,073,888.81
Total Withdrawal:	0.00	Ending Balance:	11,131,738.43

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-23	023640	01/09/23	AIM01 (AIM TO PLEASE JANITORIAL SER		4,153.09	.00	4,153.09	Automatic Generated Check
	023641	01/09/23	ALA04 (TREASURER OF ALAMEDA COUNTY)		1,118,705.13	.00	1,118,705.13	Automatic Generated Check
	023642	01/09/23	AMP01 (AMP PRINTING INC.)		5,564.32	.00	5,564.32	Automatic Generated Check
	023643	01/09/23	BAE01 (BAE SYSTEMS CONTROLS INC)		757.00	.00	757.00	Automatic Generated Check
	023644	01/09/23	CAL13 (CALIFORNIA TRANSIT)		1,057.80	.00	1,057.80	Automatic Generated Check
	023645	01/09/23	CEL01 (CELTIS VENTURES INC)		11,384.25	.00	11,384.25	Automatic Generated Check
	023646	01/09/23	GEN02 (GENERAL WHOLESALE ELECTRIC)		188.75	.00	188.75	Automatic Generated Check
	023647	01/09/23	KIM02 (KIMLEY-HORN AND ASSOC, INC)		50,535.00	.00	50,535.00	Automatic Generated Check
	023648	01/09/23	KLC01 (KL2 CONNECTS, LLC)		13,063.00	.00	13,063.00	Automatic Generated Check
	023649	01/09/23	PAC11 (PACIFIC ENVIROMENTAL SERV)		460.00	.00	460.00	Automatic Generated Check
	023650	01/09/23	QUE01 (QUENCH USA, INC.)		420.74	.00	420.74	Automatic Generated Check
	023651	01/09/23	SCF01 (SC FUELS)		29,459.15	.00	29,459.15	Automatic Generated Check
	023652	01/09/23	SHA02 (SHAMROCK OFFICE SOLUTIONS)		31.44	.00	31.44	Automatic Generated Check
	023653	01/09/23	SHI02 (SHI INTERNATIONAL CORP)		43,632.93	.00	43,632.93	Automatic Generated Check
	023654	01/09/23	TPG01 (THE PARKS GROUP)		5,125.62	.00	5,125.62	Automatic Generated Check
	023655	01/26/23	AAL01 (ALPHA ANALYTICAL LABORATORIE		350.00	.00	350.00	Automatic Generated Check
	023656	01/26/23	ART01 (ART'S SECURITY LOCKSMITH)		11.03	.00	11.03	Automatic Generated Check
	023657	01/26/23	ASC01 (ASCENDAL GROUP-USLLC)		609.00	.00	609.00	Automatic Generated Check
	023658	01/26/23	ASM01 (AMERICAN SWEEPING & MAINTENA		1,200.00	.00	1,200.00	Automatic Generated Check
	023659	01/26/23	ATT02 (AT&T )		431.87	.00	431.87	Automatic Generated Check
	023660	01/26/23	AVI01 (AMADOR VALLEY INDUSTRIES)		598.00	.00	598.00	Automatic Generated Check
	023661	01/26/23	CAL13 (CALIFORNIA TRANSIT)		355.32	.00	355.32	Automatic Generated Check
	023662	01/26/23	COR01 (CORBIN WILLITS SYSTEMS)		269.40	.00	269.40	Automatic Generated Check
	023663	01/26/23	DAY02 (DAY & NIGHT PEST CONTROL)		218.00	.00	218.00	Automatic Generated Check
	023664	01/26/23	DIR01 (DIRECT TV)		1,160.13	.00	1,160.13	Automatic Generated Check
	023665	01/26/23	ENV01 (ENVIRONMENTAL SYSTEMS RESEAR		700.00	.00	700.00	Automatic Generated Check
	023666	01/26/23	FED01 (FedEx )		101.01	.00	101.01	Automatic Generated Check
	023667	01/26/23	GBS01 (WILLIAM R. GRAY & COMPANY IN		1,802.50	.00	1,802.50	Automatic Generated Check
	023668	01/26/23	GGA01 (GOGOVAPPS INC.)		3,420.00	.00	3,420.00	Automatic Generated Check
	023669	01/26/23	HOT01 (HOTSYPACIFIC)		551.56	.00	551.56	Automatic Generated Check
	023670	01/26/23	JTH01 (J. THAYER COMPANY)		374.85	.00	374.85	Automatic Generated Check
	023671	01/26/23	LIV10 (LIVERMORE SANITATION INC)		5,153.12	.00	5,153.12	Automatic Generated Check
	023672	01/26/23	LYF01 (LYFT, INC)		4,254.05	.00	4,254.05	Automatic Generated Check
	023673	01/26/23	MET01 (METROPOLITAN TRANSPORT-)		16,480.64	.00	16,480.64	Automatic Generated Check
	023674	01/26/23	PRE03 (PREMIER SECURITY SOLNS CO)		490.00	.00	490.00	Automatic Generated Check
	023675	01/26/23	ROT01 (ROTO-ROOTER SERVICE COMPANY)		9,333.71	.00	9,333.71	Automatic Generated Check
	023676	01/26/23	SCF01 (SC FUELS)		26,522.34	.00	26,522.34	Automatic Generated Check
	023677	01/26/23	SEL00 (SELECT IMAGING)		89.21	.00	89.21	Automatic Generated Check
	023678	01/26/23	TAC01 (TAC ENERGY)		27,284.49	.00	27,284.49	Automatic Generated Check
	023679	01/26/23	TX212 (LINDA WAHLE)		303.54	.00	303.54	Automatic Generated Check
	023680	01/26/23	TX216 (SUJATHA RENGARAJAN)		10.19	.00	10.19	Automatic Generated Check
	023681	01/26/23	VON01 (TRAPEZE SOFTWARE GROUP)		4,381.00	.00	4,381.00	Automatic Generated Check
	023682	01/26/23	WJH01 (W. JEFFREY HEID-LANDSCAPE AR		2,765.00	.00	2,765.00	Automatic Generated Check
	023683	01/26/23	WSP01 (WSP USA INC)		25,011.90	.00	25,011.90	Automatic Generated Check
	023684	01/31/23	AIM01 (AIM TO PLEASE JANITORIAL SER		24,035.17	.00	24,035.17	Automatic Generated Check
	023685	01/31/23	ARM02 (ARMER-NORMAN & ASSOCIATES)		4,750.00	.00	4,750.00	Automatic Generated Check
	023686	01/31/23	ASM01 (AMERICAN SWEEPING & MAINTENA		600.00	.00	600.00	Automatic Generated Check
	023687	01/31/23	ATT03 (AT&T )		1,896.09	.00	1,896.09	Automatic Generated Check
	023688	01/31/23	CEL01 (CELTIS VENTURES INC)		17,028.00	.00	17,028.00	Automatic Generated Check
	023689	01/31/23	DUB01 (DUBLIN CHAMBER OF COMMERCE)		445.00	.00	445.00	Automatic Generated Check
	023690	01/31/23	DUR01 (DURO-LAST INC.)		300.98	.00	300.98	Automatic Generated Check
	023691	01/31/23	HER05 (MELISSA HERNANDEZ STRAH)		200.00	.00	200.00	Automatic Generated Check
	023692	01/31/23	JOS02 (JEAN INGALLS JOSEY)		100.00	.00	100.00	Automatic Generated Check
	023693	01/31/23	KII01 (BRITNI KIICK)		700.00	.00	700.00	Automatic Generated Check
	023694	01/31/23	KIM02 (KIMLEY-HORN AND ASSOC, INC)		44,067.20	.00	44,067.20	Automatic Generated Check
	023695	01/31/23	LIV10 (LIVERMORE SANITATION INC)		2,576.56	.00	2,576.56	Automatic Generated Check
	023696	01/31/23	OFF01 (ODP BUSINESS SOLUTIONS LLC)		45.26	.00	45.26	Automatic Generated Check
	023697	01/31/23	PAC11 (PACIFIC ENVIROMENTAL SERV)		260.00	.00	260.00	Automatic Generated Check
	023698	01/31/23	PAC16 (PACIFIC COAST TRANE)		2,825.60	.00	2,825.60	Automatic Generated Check
	023699	01/31/23	QUE01 (QUENCH USA, INC.)		201.90	.00	201.90	Automatic Generated Check
	023700	01/31/23	SCF01 (SC FUELS)		60,572.27	.00	60,572.27	Automatic Generated Check
	023701	01/31/23	SHA02 (SHAMROCK OFFICE SOLUTIONS)		29.23	.00	29.23	Automatic Generated Check
	023702	01/31/23	SHI02 (SHI INTERNATIONAL CORP)		52,003.95	.00	52,003.95	Automatic Generated Check
	023703	01/31/23	WHC01 (WEST COAST COMPRESSOR)		2,402.98	.00	2,402.98	Automatic Generated Check
	H12770	01/25/23	TAX67 (CHRISTEL RAGER)		160.00	.00	160.00	TAX67, PARATAXI REIMBURSE
	H12771	01/25/23	TX228 (DEBORAH BUTLER)		73.15	.00	73.15	TX228, PARATAXI REIMBURSE
	H12772	01/25/23	TAX01 (HERB HASTINGS)		5.05	.00	5.05	TAX01, PARATAXI REIMBURSE
	H12773	01/27/23	TX242 (BONNIE WOLF)		100.00	.00	100.00	TX242, PARATAXI REIMBURSE
	H12774	01/30/23	PAC02 (PACIFIC GAS AND ELECTRIC)		6,967.11	.00	6,967.11	PAC02, 9007202117-4, MOA
	H12775	01/23/23	PAC02 (PACIFIC GAS AND ELECTRIC)		1,494.05	.00	1,494.05	PAC02, 6062256368-6, ATLA
	H12776	01/01/23	PAC02 (PACIFIC GAS AND ELECTRIC)		6,809.04	.00	6,809.04	PAC02, 9007202117-4, MOA
	H12777	01/09/23	CAL04 (CALIFORNIA WATER SERVICE)		200.60	.00	200.60	CAL04, 0198655555, BUS WA
	H12778	01/23/23	PAC02 (PACIFIC GAS AND ELECTRIC)		1,912.40	.00	1,912.40	PAC02, 7264840356-5, BUS
	H12779	01/03/23	PAC02 (PACIFIC GAS AND ELECTRIC)		100.79	.00	100.79	PAC02, 7649646868-7, DOOL
	H12780	01/23/23	PAC02 (PACIFIC GAS AND ELECTRIC)		6,872.34	.00	6,872.34	PAC02, 5809326332-3, MOA
	H12781	01/09/23	CAL04 (CALIFORNIA WATER SERVICE)		909.58	.00	909.58	CAL04, 9098655555, MOA WA
	H12782	01/23/23	CAL04 (CALIFORNIA WATER SERVICE)		191.22	.00	191.22	CAL04, 4616555555, TC IRR
	H12783	01/23/23	CAL04 (CALIFORNIA WATER SERVICE)		59.79	.00	59.79	CAL04, 3616555555, TC WAT
	H12784	01/18/23	CAL04 (CALIFORNIA WATER SERVICE)		55.69	.00	55.69	CAL04, 2575555555, TC FIR
	H12785	01/18/23	CAL04 (CALIFORNIA WATER SERVICE)		74.25	.00	74.25	CAL04, 5755555555, CONTRA
	H12786	01/18/23	CAL04 (CALIFORNIA WATER SERVICE)		74.25	.00	74.25	CAL04, 4755555555, MOA FI
	H12787	01/13/23	PEX01 (PEX CARD)		4,000.00	.00	4,000.00	PEX01, 1/13/23 PEX CARDS
	H12788	01/03/23	CIT07 (CITY OF LIVERMORE - WATER)		68.68	.00	68.68	CIT07, 139361-00, ATLANTI
	H12789	01/03/23	CIT06 (CITY OF LIVERMORE SEWER)		32.34	.00	32.34	CIT06, 138143-00, BUS WAS
	H12790	01/17/23	CIT06 (CITY OF LIVERMORE SEWER)		411.80	.00	411.80	CIT06, 133294-00, MOA SEW
	H12791	01/03/23	CIT07 (CITY OF LIVERMORE - WATER)		209.24	.00	209.24	CIT07, 138430-01, ATLANTI
	H12792	01/03/23	CIT07 (CITY OF LIVERMORE - WATER)		16.86	.00	16.86	CIT07, 138432-00, ATLANTI
	H12793	01/17/23	CIT07 (CITY OF LIVERMORE - WATER)		45.66	.00	45.66	CIT07, 138431-00, ATLANTI
	H12794	01/17/23	CIT07 (CITY OF LIVERMORE - WATER)		142.51	.00	142.51	CIT07, 139388-00, BUS WAS
	H12795	01/24/23	CIT06 (CITY OF LIVERMORE SEWER)		53.30	.00	53.30	CIT06, 133389-00, TRANSIT
	H12796	01/03/23	CIT07 (CITY OF LIVERMORE - WATER)		34.31	.00	34.31	CIT07, 139399-00, ATLANTI

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
01-23	H12797	01/04/23	VSP01 (VSP )		605.66	.00	605.66	VSP01, JAN-2023 VISION IN
	H12798	01/02/23	DEL05 (ALLIED ADMIN/DELTA DENTAL)		1,855.04	.00	1,855.04	DEL05, JAN-23 DENTAL INSU
	H12799	01/01/23	MUT01 (MUTUAL OF OMAHA)		1,217.41	.00	1,217.41	MUT01, JAN-23 LTD & LIFE
	H12800	01/04/23	PER03 (CAL PUB EMP RETIRE SYSTM)		41,683.18	.00	41,683.18	PER03, JAN-23 HEALTH INSU
	H12801	01/03/23	AME06 (AMERICAN FIDELITY ASSURANCE)		842.52	.00	842.52	AME06, DEC-22 SUPPLEMENTA
	H12802	01/03/23	AME06 (AMERICAN FIDELITY ASSURANCE)		754.16	.00	754.16	AME06, DEC-22 FLEXIBLE SP
	H12803	01/13/23	AME06 (AMERICAN FIDELITY ASSURANCE)		1,738.96	.00	1,738.96	AME06, JAN-23 FLEXIBLE SP
	H12804	01/26/23	DEL05 (ALLIED ADMIN/DELTA DENTAL)		2,616.67	.00	2,616.67	DEL05, FEB-23 DENTAL INSU
	H12805	01/26/23	MUT01 (MUTUAL OF OMAHA)		1,778.03	.00	1,778.03	MUT01, FEB-23 LTD & LIFE
	H12806	01/26/23	VSP01 (VSP )		557.82	.00	557.82	VSP01, FEB-23 VISION INSU
	H12807	01/26/23	PER03 (CAL PUB EMP RETIRE SYSTM)		38,327.45	.00	38,327.45	PER03, FEB-23 HEALTH INSU
	H12808	01/26/23	AME06 (AMERICAN FIDELITY ASSURANCE)		1,654.96	.00	1,654.96	AME06, FEB-23 FLEXIBLE SP
	H12809	01/26/23	AME06 (AMERICAN FIDELITY ASSURANCE)		872.96	.00	872.96	AME06, JAN-23 SUPPLEMENTA
	H12810	01/20/23	STA04 (STATE BOARD OF )		1,816.00	.00	1,816.00	STA04, 2022 4TH QTR STORA
	H12811	01/20/23	STA05 (STATE BOARD OF EQUAL)		1,082.00	.00	1,082.00	STA05, 2022 4TH QTR EXEMP
	H12812	01/11/23	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		47,615.45	.00	47,615.45	DIR02, PR DIRECT DEPOSIT
	H12813	01/12/23	EFT01 (ELECTRONIC FUND TRANFERS)		10,826.83	.00	10,826.83	EFT01, FEDERAL TAX 12/24/
	H12814	01/11/23	EMP01 (EMPLOYMENT DEVEL DEPT)		3,459.85	.00	3,459.85	EMP01, STATE TAX 12/24/22
	H12815	01/25/23	PER04 (CALPERS RETIREMENT SYSTEM)		1,956.96	.00	1,956.96	PER04, PERS 457 CONTRIBUT
	H12816	01/11/23	PER01 (PERS )		5,222.30	.00	5,222.30	PER01, PERS CLASSIC CONTR
	H12817	01/11/23	PER01 (PERS )		5,347.50	.00	5,347.50	PER01, PERS NEW CONTRIBUT
	H12818	01/19/23	EMP01 (EMPLOYMENT DEVEL DEPT)		.15	.00	.15	EMP01, STATE TAX-2022 4TH
	H12819	01/27/23	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		45,526.41	.00	45,526.41	DIR02, PR DIRECT DEPOSIT
	H12820	01/25/23	EFT01 (ELECTRONIC FUND TRANFERS)		10,533.35	.00	10,533.35	EFT01, FEDERAL TAX 1/7/23
	H12821	01/25/23	EMP01 (EMPLOYMENT DEVEL DEPT)		3,367.37	.00	3,367.37	EMP01, STATE TAX 1/7/23-1
	H12822	01/25/23	PER01 (PERS )		4,494.31	.00	4,494.31	PER01, PERS CLASSIC CONTR
	H12823	01/25/23	PER01 (PERS )		5,164.64	.00	5,164.64	PER01, PERS NEW CONTRIBUT
	H12824	01/11/23	PER04 (CALPERS RETIREMENT SYSTEM)		1,854.20	.00	1,854.20	PER04, PERS 457 CONTRIBUT
	H12825	01/04/23	PAC01 (AT&T )		276.30	.00	276.30	PAC01, ACCT #925-245-0576
	H12826	01/11/23	PAC01 (AT&T )		361.34	.00	361.34	PAC01,ACCT #436-951-0106,
	H12827	01/04/23	PAC01 (AT&T )		531.72	.00	531.72	PAC01,ACCT #925-243-9029,
	H12828	01/07/23	PAC01 (AT&T )		33.97	.00	33.97	PAC01,ACCT #232-351-6260,
	H12829	01/13/23	MVT01 (MV TRANSPORTATION, INC.)		350,000.00	.00	350,000.00	MVT01, 122145, JAN-23 1ST
	H12830	01/31/23	MVT01 (MV TRANSPORTATION, INC.)		350,000.00	.00	350,000.00	MVT01, 122148, JAN-23 2ND
	H12831	01/05/23	MVT01 (MV TRANSPORTATION, INC.)		151,982.41	.00	151,982.41	MVT01, NOV-22 FIXED ROUTE
	H12832	01/04/23	MOR02 (VANESSA MORENO)		19.00	.00	19.00	MOR02, 11/21/22-12/21/22
	H12833	01/04/23	CAL15 (CALTRONICS BUSINESS SYS)		164.87	.00	164.87	CAL15, 3651087, 11/16/22-
	H12834	01/27/23	CAL15 (CALTRONICS BUSINESS SYS)		105.02	.00	105.02	CAL15, 3673207, 12/16/22-
	H12835	01/01/23	MER01 (MERCHANT SERVICES)		103.83	.00	103.83	MER01, DEC-22 TRANSIT CEN
	H12836	01/01/23	MER01 (MERCHANT SERVICES)		40.43	.00	40.43	MER01, DEC-22 MOA CC STAT
	H12837	01/04/23	OAK01 (OAKS BUSINESS PK OWNERS)		4,459.00	.00	4,459.00	OAK01, 1ST QTR 2023 BUSIN
	H12838	01/20/23	HAN01 (HANSON BRIDGETT MARCUS)		1,543.00	.00	1,543.00	HAN01, 1333959, OCT-22 AD
	H12839	01/20/23	HAN01 (HANSON BRIDGETT MARCUS)		8,769.00	.00	8,769.00	HAN01, 1333958, OCT-22 LA
	H12840	01/20/23	HAN01 (HANSON BRIDGETT MARCUS)		11,013.00	.00	11,013.00	HAN01, 1333957, OCT-22 CO
	H12841	01/27/23	RMT01 (RMT LANDSCAPE CONTRACTORS IN		1,950.00	.00	1,950.00	RMT01, 20221254, MP1391 E
	H12842	01/10/23	RMT01 (RMT LANDSCAPE CONTRACTORS IN		8,950.00	.00	8,950.00	RMT01, 20121257, 12/10-1/
	H12843	01/10/23	RMT01 (RMT LANDSCAPE CONTRACTORS IN		3,525.00	.00	3,525.00	RMT01, 20221258, MP1405 T
	H12844	01/26/23	STA01 (STATE COMPENSATION FUND)		388.03	.00	388.03	STA01, FEB-23 WORKER'S CO
	H12845	01/01/23	STA01 (STATE COMPENSATION FUND)		1,292.83	.00	1,292.83	STA01, JAN-23 WORKER'S CO
	H12846	01/13/23	RIC03 (RICHARD MILLER)		5,500.00	.00	5,500.00	RIC03, 2227, PO #7629 VM
	H12847	01/04/23	RIC03 (RICHARD MILLER)		750.00	.00	750.00	RIC03, 2212, MP1409 SWITC
	H12848	01/04/23	CLA03 (ALL LOCKS AND DOORS)		405.00	.00	405.00	CLA03, 354446, MP1403 RUT
	H12849	01/04/23	VER01 (VERIZON WIRELESS)		1,763.23	.00	1,763.23	VER01, 9923621478, 11/23-
	H12850	01/10/23	SWI02 (SWIFTLY INC)		27,900.00	.00	27,900.00	SWI02, 2131, ON-TIME PERF
	H12851	01/10/23	TEL01 (TPx COMMUNICATIONS)		2,881.31	.00	2,881.31	TEL01, 165469652-0, 1/1/2
	H12852	01/13/23	UBE01 (UBER )		1,776.28	.00	1,776.28	UBE01, DEC-22 GO DUBLIN B
	H12853	01/18/23	STA13 (STAPLES CREDIT PLAN)		366.77	.00	366.77	STA13, DEC-22 CC STATEMEN
	H12854	01/26/23	HDE01 (HOME DEPOT-CREDIT SERVICES)		333.29	.00	333.29	HDE01, DEC-22 MISC MAINT
	H12855	01/16/23	BAN03 (BANKCARD CENTER)		5,729.07	.00	5,729.07	BOW03, DEC-22 BOW CC STAT
Total for Bank Account 105 ----->					2,850,570.12	.00	2,850,570.12	
Grand Total of all Bank Accounts ----->					2,850,570.12	.00	2,850,570.12	

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
01-23	AAL01 (ALPHA ANALYTICAL LABORATORI	3013786	12/27/22	01/26/23	A	350.00	AAL01, 3013786, 12/27/22 RUTAN SERVICE
01-23	AIM01 (AIM TO PLEASE JANITORIAL SE	1103	11/03/22	12/03/22	A	6000.00	AIM01, 1103, OCT-22 BUS STOP CLEANING SERVIC
		1104	11/30/22	12/30/22	A	6000.00	AIM01, 1104, NOV-22 BUS STOP CLEANING SERVIC
		1105	12/30/22	01/29/23	A	6000.00	AIM01, 1105, DEC-22 BUS STOP CLEANING SERVIC
		89-DEC-22	12/30/22	01/29/23	A	4153.09	AIM01, DEC-22 MONTHLY JANITORIAL SERVICE
		90-JAN-23	01/31/23	03/02/23	A	6035.17	AIM01, JAN-23 MONTHLY JANITORIAL SERVICE
			Vendor's Total	----->		28188.26	
01-23	ALA04 (TREASURER OF ALAMEDA COUNTY	23DTC06	12/14/22	01/13/23	A	1118705.13	ALA04, 23DTC06, ALAMEDA COUNTY PARK GARAGE 1
01-23	AME06 (AMERICAN FIDELITY ASSURANCE	FSA01-23H	01/06/23	02/05/23	A	1738.96	AME06, JAN-23 FLEXIBLE SPENDING ACCOUNT
		FSA02-23H	01/18/23	02/17/23	A	1654.96	AME06, FEB-23 FLEXIBLE SPENDING ACCOUNT
		FSA12-22H	12/05/22	01/04/23	A	754.16	AME06, DEC-22 FLEXIBLE SPENDING ACCOUNT
		SUPP01-23H	01/25/23	02/24/23	A	872.96	AME06, JAN-23 SUPPLEMENTAL INSURANCE
		SUPP12-22H	12/24/22	01/23/23	A	842.52	AME06, DEC-22 SUPPLEMENTAL INSURANCE
			Vendor's Total	----->		5863.56	
01-23	AMP01 (AMP PRINTING INC.)	106950	12/29/22	01/28/23	A	5564.32	AMP01, 106950, MP1336 TRANSIT AGNCY OF YEAR
01-23	ARM02 (ARMER-NORMAN & ASSOCIATES)	22-382MV	11/02/22	12/02/22	A	4750.00	ARM02, 22-382MV, MP1341 ATLANTIS VENT RISER
01-23	ART01 (ART'S SECURITY LOCKSMITH)	85954	12/22/22	01/21/23	A	11.03	ART01, 85954, MP1407 2 QTY KEYS STAMPED
01-23	ASC01 (ASCENDAL GROUP-USLLC)	INV-0082	12/31/22	01/30/23	A	609.00	ASC01, INV-0082, DEC-22 TIRCP GRANT APPLICAT
01-23	ASM01 (AMERICAN SWEEPING & MAINTEN	15578	01/10/23	02/09/23	A	600.00	ASM01, 15578, NOV-22 PARKING LOT SWEEPING
		15579	01/10/23	02/09/23	A	600.00	ASM01, 15579, DEC-22 PARKING LOT SWEEPING
		15580	01/31/23	03/02/23	A	600.00	ASM01, 15580, JAN-23 PARKING LOT SWEEPING
			Vendor's Total	----->		1800.00	
01-23	ATT02 (AT&T )	19358985	01/13/23	02/12/23	A	431.87	ATT02, 19358985, PAYER #9391035694 12/13-1/1
01-23	ATT03 (AT&T )	DEC-2022	01/23/23	02/22/23	A	943.64	ATT03, DEC-22 INTERNET PRI
		JAN-2023	01/23/23	02/22/23	A	952.45	ATT03, JAN-23 INTERNET PRI
			Vendor's Total	----->		1896.09	
01-23	AVI01 (AMADOR VALLEY INDUSTRIES)	1013582	12/31/22	01/30/23	A	598.00	AVI01, 1013582, DEC-22 GARBAGE PICK UP SERVI
01-23	BAE01 (BAE SYSTEMS CONTROLS INC)	20500541	12/19/22	01/18/23	A	757.00	BAE01, 20500541, MP1378 HYBRID BATTERY COMPO
01-23	BAN03 (BANKCARD CENTER)	DEC-2022H	12/28/22	01/27/23	A	5729.07	BOW03, DEC-22 BOW CC STATEMENT
01-23	CAL04 (CALIFORNIA WATER SERVICE)	198121922H	12/19/22	01/18/23	A	200.60	CAL04, 0198655555, BUS WASH 11/17/22-12/16/2
		257123022H	12/30/22	01/29/23	A	55.69	CAL04, 2575555555, TC FIRE 1/1/23-1/31/23
		361010323H	01/03/23	02/02/23	A	59.79	CAL04, 3616555555, TC WATER 12/1/22-12/30/22
		461010323H	01/03/23	02/02/23	A	191.22	CAL04, 4616555555, TC IRRG 12/1/22-12/30/22
		475123022H	12/30/22	01/29/23	A	74.25	CAL04, 4755555555, MOA FIRE 1/1/23-1/31/23
		575123022H	12/30/22	01/29/23	A	74.25	CAL04, 5755555555, CONTRACTOR FIRE 1/1-1/31/
		909121922H	12/19/22	01/18/23	A	909.58	CAL04, 9098655555, MOA WATER 11/19/22-12/16/
			Vendor's Total	----->		1565.38	
01-23	CAL13 (CALIFORNIA TRANSIT)	31-DEC-22	12/22/22	01/21/23	A	1057.80	CAL13, DEC-22 INSURANCE CLAIMS PRIOR TO FY23
		312022DEC	01/10/23	02/09/23	A	355.32	CAL13, DEC-22 INSURANCE CLAIMS FY23
			Vendor's Total	----->		1413.12	
01-23	CAL15 (CALTRONICS BUSINESS SYS)	3651087H	12/16/22	01/15/23	A	164.87	CAL15, 3651087, 11/16/22-12/15/22 BIZHUB
		3673207H	01/16/23	02/15/23	A	105.02	CAL15, 3673207, 12/16/22-1/15/23 BIZHUB
			Vendor's Total	----->		269.89	
01-23	CEL01 (CELTIS VENTURES INC)	LAVTAMS12	12/01/22	12/31/22	A	2967.00	CEL01, LAVTAMS012, PO #7577 NOV-22 WEBSITE M
		LAVTAMS13	12/01/22	12/31/22	A	8417.25	CEL01, LAVTAMS013, PO #7577 NOV-22 MARKETING
		LAVTAMS14	01/01/23	01/31/23	A	3999.00	CEL01, LAVTAMS014, PO #7577 WEBSITE MAINT DE
		LAVTAMS15	01/01/23	01/31/23	A	13029.00	CEL01, LAVTAMS015, PO #7577 MARKET PROGRAM D
			Vendor's Total	----->		28412.25	

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
01-23	CIT06 (CITY OF LIVERMORE SEWER)	BW122022H	12/20/22	01/19/23	A	32.34	CIT06, 138143-00, BUS WASH 11/15/22-12/20/22
		TC011023H	01/10/23	02/09/23	A	53.30	CIT06, 133389-00, TRANSIT CENTER 12/13/22-1/
		MOA122022H	12/20/22	01/19/23	A	411.80	CIT06, 133294-00, MOA SEWER 11/15/22-12/20/2
		Vendor's Total ----->				497.44	
01-23	CIT07 (CITY OF LIVERMORE - WATER)	361122022H	12/20/22	01/19/23	A	68.68	CIT07, 139361-00, ATLANTIS CT SEWER 11/15-12
		388010323H	01/03/23	02/02/23	A	142.51	CIT07, 139388-00, BUS WASH 12/6/22-1/3/23
		399122022H	12/20/22	01/19/23	A	34.31	CIT07, 139399-00, ATLANTIS ST SEWER 11/15-12
		430122022H	12/20/22	01/19/23	A	209.24	CIT07, 138430-01, ATLANTIS INDOOR 11/15-12/2
		431010323H	01/03/23	02/02/23	A	45.66	CIT07, 138431-00, ATLANTIS IRRG 12/6/22-1/3/
		432122022H	12/20/22	01/19/23	A	16.86	CIT07, 138432-00, ATLANTIS FIRE 11/15-12/20/
		Vendor's Total ----->				517.26	
01-23	CLA03 (ALL LOCKS AND DOORS)	354446H	12/20/22	01/19/23	A	405.00	CLA03, 354446, MP1403 RUTAN DISPATCH DOOR-SE
01-23	COR01 (CORBIN WILLITS SYSTEMS)	C301151	01/15/23	02/14/23	A	269.40	COR01, C301151, FEB-23 SERVICE
01-23	DAY02 (DAY & NIGHT PEST CONTROL)	180106	01/17/23	02/16/23	A	218.00	DAY02, 180106, 1/17/23 RUTAN SERVICE
01-23	DEL05 (ALLIED ADMIN/DELTA DENTAL)	FEB-2023H	01/09/23	02/08/23	A	2616.67	DEL05, FEB-23 DENTAL INSURANCE
		JAN-2023H	12/08/22	01/07/23	A	1855.04	DEL05, JAN-23 DENTAL INSURANCE
		Vendor's Total ----->				4471.71	
01-23	DIR01 (DIRECT TV)	96X230111	01/11/23	02/10/23	A	1160.13	DIR01, 025118596X230111, ANNUAL SERVICE 1/23
01-23	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20230106H	01/11/23	02/10/23	A	47615.45	DIR02, PR DIRECT DEPOSIT 12/24/22-1/6/23
		20230120H	01/25/23	02/24/23	A	45526.41	DIR02, PR DIRECT DEPOSIT 1/7/23-1/20/23
		Vendor's Total ----->				93141.86	
01-23	DUB01 (DUBLIN CHAMBER OF COMMERCE)	9236-2023	02/01/23	03/03/23	A	445.00	DUB01, 9236, 2023 ANNUAL MEMBERSHIP RENEWAL
01-23	DUR01 (DURO-LAST INC.)	65139	01/17/23	02/16/23	A	300.98	DUR01, 65139, MP1440 RUTAN ROOF PUNCTURE REP
01-23	EFT01 (ELECTRONIC FUND TRANFERS)	20230106H	01/11/23	02/10/23	A	10826.83	EFT01, FEDERAL TAX 12/24/22-1/6/23
		20230120H	01/25/23	02/24/23	A	10533.35	EFT01, FEDERAL TAX 1/7/23-1/20/23
		Vendor's Total ----->				21360.18	
01-23	EMP01 (EMPLOYMENT DEVEL DEPT)	20221231H	01/18/23	02/17/23	A	.15	EMP01, STATE TAX-2022 4TH QTR BALANCE
		20230106H	01/11/23	02/10/23	A	3459.85	EMP01, STATE TAX 12/24/22-1/6/23
		20230120H	01/25/23	02/24/23	A	3367.37	EMP01, STATE TAX 1/7/23-1/20/23
		Vendor's Total ----->				6827.37	
01-23	ENV01 (ENVIRONMENTAL SYSTEMS RESEA	94406083	01/09/23	02/08/23	A	700.00	ENV01, 94406083, MP1408 ARCGIS SOFTWARE FY23
01-23	FED01 (FedEx )	800033835	01/06/23	02/05/23	A	63.44	FED01, 8-000-33835, DEC-22 STATEMENT
		801427626	01/20/23	02/19/23	A	37.57	FED01, 8-014-27626, JAN-23 STATEMENT
		Vendor's Total ----->				101.01	
01-23	GBS01 (WILLIAM R. GRAY & COMPANY I	21737	01/10/23	02/09/23	A	1802.50	GBS01, 21737, DEC-22 SAV ON CALL ENGINEER SU
01-23	GEN02 (GENERAL WHOLESALE ELECTRIC)	S5817030	12/23/22	01/22/23	A	188.75	GEN02, S5817030.001, MP1406 SAT S5843 LIGHT
01-23	GGA01 (GOGOVAPPS INC.)	23-001	01/11/23	02/10/23	A	3420.00	GGA01, 23-001, MP1427 ONE YEAR CRM SOFTWARE
01-23	HAN01 (HANSON BRIDGETT MARCUS)	1333957H	11/14/22	12/14/22	A	11013.00	HAN01, 1333957, OCT-22 CONTRACT LEGAL FEES
		1333958H	11/14/22	12/14/22	A	8769.00	HAN01, 1333958, OCT-22 LABOR & PERSONNEL FEE
		1333959H	11/14/22	12/14/22	A	1543.00	HAN01, 1333959, OCT-22 ADMIN LEGAL FEES
		Vendor's Total ----->				21325.00	
01-23	HDE01 (HOME DEPOT-CREDIT SERVICES)	DEC-2022H	01/13/23	02/12/23	A	333.29	HDE01, DEC-22 MISC MAINT SUPPLIES-CC STATEME
01-23	HER05 (MELISSA HERNANDEZ STRAH)	JAN-2023	02/01/23	03/03/23	A	200.00	HER05, JAN-23 BOD STIPEND

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01-23	HOT01 (HOTSYPACIFIC)	88555	01/16/23	02/15/23	A	551.56	HOT01, 88555, MP1147 PRESSURE WASHER MAINT.
01-23	JOS02 (JEAN INGALLS JOSEY)	JAN-2023	02/01/23	03/03/23	A	100.00	JOS02, JAN-23 BOD STIPEND
01-23	JTH01 (J. THAYER COMPANY)	1630256-0	01/12/23	02/11/23	A	374.85	JTH01, 1630256-0, 1/12/23 PRINTING PAPER
01-23	KII01 (BRITTON KIICK)	JAN-2023 0722-1222	02/01/23 02/01/22	03/03/23 03/03/22	A A	300.00 400.00	KII01, JAN-23 BOD STIPEND KII01, JULY 22-DEC 22 STIPEND-RAIL MEETINGS
			Vendor's Total ----->			700.00	
01-23	KIM02 (KIMLEY-HORN AND ASSOC, INC)	23305599 23376211 23666922 23701901 7109-1122 7109-1222	11/30/22 11/30/22 12/31/22 12/31/22 11/30/22 12/31/22	12/30/22 12/30/22 01/30/23 01/30/23 12/30/22 01/30/23	A A A A A A	45735.00 6013.70 10290.00 4113.50 4800.00 23650.00	KIM02, 23305599, TO #7 CITY LIVERMORE DESIGN KIM02, 23376211, NOV-22 LAVTA SAV MOBILITY H KIM02, 23666922, TO #7 CITY LIVERMORE DESIGN KIM02, 23701901, DEC-22 LAVTA SAV MOBILITY H KIM02, 097447109-1122, TO #8 ATLANTIS DESIGN KIM02, 097447109-1222, TO #6 ATLANTIS DESIGN
			Vendor's Total ----->			94602.20	
01-23	KLC01 (KL2 CONNECTS, LLC)	KL2193	11/08/22	12/08/22	A	13063.00	KLC01, KL2193, EXECUTIVE DIRECTOR RECRUITMEN
01-23	LIV10 (LIVERMORE SANITATION INC)	1622065 1624113 1634464	11/30/22 12/31/22 01/31/23	12/30/22 01/30/23 03/02/23	A A A	2576.56 2576.56 2576.56	LIV10, 1622065, NOV-22 GARBAGE SERVICE LIV10, 1624113, DEC-22 GARBAGE SERVICE LIV10, 1634464, JAN-23 GARBAGE SERVICE
			Vendor's Total ----->			7729.68	
01-23	LYF01 (LYFT, INC)	1070565 1070566	12/31/22 12/31/22	01/30/23 01/30/23	A A	4195.31 58.74	LYF01, 1001070565, DEC-22 CODE: GO TRIVALLEY LYF01, 1001070566, DEC-22 CODE: GO SAN RAMON
			Vendor's Total ----->			4254.05	
01-23	MER01 (MERCHANT SERVICES)	TC123122H MOA123122H	01/01/23 01/01/23	01/31/23 01/31/23	A A	103.83 40.43	MER01, DEC-22 TRANSIT CENTER CC STATEMENT MER01, DEC-22 MOA CC STATEMENT
			Vendor's Total ----->			144.26	
01-23	MET01 (METROPOLITAN TRANSPORT-)	ARO30624	01/17/23	02/16/23	A	16480.64	MET01, ARO30624, NOV-22 CLIPPER FEES
01-23	MOR02 (VANESSA MORENO)	1121-1221H	12/22/22	01/21/23	A	19.00	MOR02, 11/21/22-12/21/22 MILEAGE REIMBURSEME
01-23	MUT01 (MUTUAL OF OMAHA)	FEB-2023H JAN-2023H	01/13/23 12/13/22	02/12/23 01/12/23	A A	1778.03 1217.41	MUT01, FEB-23 LTD & LIFE INSURANCE MUT01, JAN-23 LTD & LIFE INSURANCE
			Vendor's Total ----->			2995.44	
01-23	MVT01 (MV TRANSPORTATION, INC.)	122145H 122148H NOV-2022H	01/04/23 01/04/23 12/05/22	02/03/23 02/03/23 01/04/23	A A A	350000.00 350000.00 151982.41	MVT01, 122145, JAN-23 1ST INSTALL PAYMENT MVT01, 122148, JAN-23 2ND INSTALL PAYMENT MVT01, NOV-22 FIXED ROUTE MONTHLY SERVICE
			Vendor's Total ----->			851982.41	
01-23	OAK01 (OAKS BUSINESS PK OWNERS)	1STQTR-23H	01/01/23	01/31/23	A	4459.00	OAK01, 1ST QTR 2023 BUSINESS PARK DUES
01-23	OFF01 (ODP BUSINESS SOLUTIONS LLC)	373039001	01/23/23	02/22/23	A	45.26	OFF01, 286373039001, 1/20/23 OFFICE SUPPLIES
01-23	PAC01 (AT&T )	ATT 12/22H ATT120722H ATT121122H ATT121322H	12/13/22 12/07/22 12/11/22 12/13/22	01/12/23 01/06/23 01/10/23 01/12/23	A A A A	276.30 33.97 361.34 531.72	PAC01, ACCT #925-245-0576, 12/13/22-1/12/23 PAC01, ACCT #232-351-6260, CONTRACTOR FIRE 12/ PAC01, ACCT #436-951-0106, ATLANTIS T1 12/11-1 PAC01, ACCT #925-243-9029, ATLANTIS ALARM 12/1
			Vendor's Total ----->			1203.33	
01-23	PAC02 (PACIFIC GAS AND ELECTRIC)	580010623H 606010423H 726010523H 764121622H 900011223H 900121322H	01/06/23 01/04/23 01/05/23 12/16/22 01/12/23 12/13/22	02/05/23 02/03/23 02/04/23 01/15/23 02/11/23 01/12/23	A A A A A A	6872.34 1494.05 1912.40 100.79 6967.11 6809.04	PAC02, 5809326332-3, MOA ELECTRIC 12/1/22-12 PAC02, 6062256368-6, ATLANTIS 11/29/22-12/27 PAC02, 7264840356-5, BUS STOPS 11/19-12/19/2 PAC02, 7649646868-7, DOOLAN TWR 11/10-12/11/ PAC02, 9007202117-4, MOA GAS 12/13/22-1/9/23 PAC02, 9007202117-4, MOA GAS 11/11/22-12/12/
			Vendor's Total ----->			24155.73	

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
01-23	PAC11 (PACIFIC ENVIROMENTAL SERV)	2469	12/30/22	01/29/23	A	330.00	PAC11, 2469, DEC-22 RUTAN MONTHLY SERVICE
		2470	12/30/22	01/29/23	A	130.00	PAC11, 2470, DEC-22 ATLANTIS MONTHLY SERVICE
		2487	01/31/23	03/02/23	A	130.00	PAC11, 2487, JAN-23 RUTAN MONTHLY SERVICE
		2488	01/31/23	03/02/23	A	130.00	PAC11, 2488, JAN-23 ATLANTIS MONTHLY SERVICE
		Vendor's Total ----->				720.00	
01-23	PAC16 (PACIFIC COAST TRANE)	JC100735	01/15/23	02/14/23	A	2825.60	PAC16, JC100735, PO #7627 BACNET BRIDGE & HV
01-23	PER01 (PERS )	20230106CH	01/11/23	02/10/23	A	5222.30	PER01, PERS CLASSIC CONTRIBUTION 12/24/22-1/
		20230106NH	01/11/23	02/10/23	A	5347.50	PER01, PERS NEW CONTRIBUTION 12/24/22-1/6/23
		20230120CH	01/25/23	02/24/23	A	4494.31	PER01, PERS CLASSIC CONTRIBUTION 1/7/23-1/20
		20230120NH	01/25/23	02/24/23	A	5164.64	PER01, PERS NEW CONTRIBUTION 1/7/23-1/20/23
		Vendor's Total ----->				20228.75	
01-23	PER03 (CAL PUB EMP RETIRE SYSTM)	FEB-2023H	01/17/23	02/16/23	A	38327.45	PER03, FEB-23 HEALTH INSURANCE
		JAN-2023H	12/14/22	01/13/23	A	41683.18	PER03, JAN-23 HEALTH INSURANCE
		Vendor's Total ----->				80010.63	
01-23	PER04 (CALPERS RETIREMENT SYSTEM)	20230106H	01/11/23	02/10/23	A	1854.20	PER04, PERS 457 CONTRIBUTION 12/24/22-1/6/23
		20230120H	01/25/23	02/24/23	A	1956.96	PER04, PERS 457 CONTRIBUTION 1/7/23-1/20/23
		Vendor's Total ----->				3811.16	
01-23	PEX01 (PEX CARD)	1/13DEPOSH	01/13/23	02/12/23	A	4000.00	PEX01, 1/13/23 PEX CARDS ACCOUNT DEPOSIT
01-23	PRE03 (PREMIER SECURITY SOLNS CO)	2212-268	12/30/22	01/29/23	A	490.00	PRE03, 2212-268, MP1430 ATLANTIS FIRE ALARM
01-23	QUE01 (QUENCH USA, INC.)	05106766	01/01/23	01/31/23	A	420.74	QUE01, INV-05106766, QUENCH 730 & 810 1/1-3/
		05323133	02/01/23	03/03/23	A	201.90	QUE01, INV-05323133, QUENCH 730 2/23-1/24 TR
		Vendor's Total ----->				622.64	
01-23	RIC03 (RICHARD MILLER)	2212H	12/16/22	01/15/23	A	750.00	RIC03, 2212, MP1409 SWITCH BACKBONE SOFTWARE
		2227H	01/11/23	02/10/23	A	5500.00	RIC03, 2227, PO #7629 VM SERVERS UPGRADE & R
		Vendor's Total ----->				6250.00	
01-23	RMT01 (RMT LANDSCAPE CONTRACTORS I	20121257H	12/30/22	01/29/23	A	8950.00	RMT01, 20121257, 12/10-1/9/23 LANDSCAPING SE
		20221254H	12/20/22	01/19/23	A	1950.00	RMT01, 20221254, MP1391 ERADICATE WEEDS 12/9
		20221258H	12/21/22	01/20/23	A	3525.00	RMT01, 20221258, MP1405 TC IRRG REPAIRS 12/1
		Vendor's Total ----->				14425.00	
01-23	ROT01 (ROTO-ROOTER SERVICE COMPANY	24715219	01/18/23	02/17/23	A	9333.71	ROT01, 24715219, PO #7630 VIDEO INSPECT OF S
01-23	SCF01 (SC FUELS)	IN-192614	12/26/22	01/25/23	A	29459.15	SCF01, IN-0000192614, 12/26/22 FUEL DELIVERY
		IN-198503	01/06/23	02/05/23	A	26522.34	SCF01, IN-0000198503, 1/6/23 FUEL DELIVERY
		IN-208982	01/23/23	02/22/23	A	31590.50	SCF01, IN-0000208982, 1/23/23 FUEL DELIVERY
		IN-212620	01/31/23	03/02/23	A	28981.77	SCF01, IN-0000212620, 1/31/23 FUEL DELIVERY
		Vendor's Total ----->				116553.76	
01-23	SEL00 (SELECT IMAGING)	94519	12/16/22	01/15/23	A	89.21	SEL00, 94519, MP1385 N BARRERAS BUSINESS CAR
01-23	SHA02 (SHAMROCK OFFICE SOLUTIONS)	3658439	12/28/22	01/27/23	A	31.44	SHA02, 3658439, FRONT DESK PRINTER 11/30-12/
		3684616	01/30/23	03/01/23	A	29.23	SHA02, 3684616, FRONT DESK PRINTER 1/30-2/27
		Vendor's Total ----->				60.67	
01-23	SHI02 (SHI INTERNATIONAL CORP)	B16261181	12/19/22	01/18/23	A	350.60	SHI02, B16261181, PO #7625 VM INFRASTRUCTURE
		B16271312	12/21/22	01/20/23	A	43167.67	SHI02, B16271312, PO #7625 VM INFRASTRUCTURE
		B16323971	01/05/23	02/04/23	A	28291.13	SHI02, B16323971, PO #7626 FIREWALL REPLACE
		B16323985	01/05/23	02/04/23	A	114.66	SHI02, B16323985, PO #7625 VM INFRASTRUCTURE
		B16362451	01/17/23	02/16/23	A	3071.54	SHI02, B16362451, PO #7626 FIREWALL REPLACE
		B16390601	01/23/23	02/22/23	A	20641.28	SHI02, B16390601, PO #7625 VM INFRASTRUCTURE
		Vendor's Total ----->				95636.88	
01-23	STA01 (STATE COMPENSATION FUND)	FEB-2023H	01/21/23	02/20/23	A	388.03	STA01, FEB-23 WORKER'S COMP PREMIUM
		JAN-2023H	12/21/22	01/20/23	A	1292.83	STA01, JAN-23 WORKER'S COMP PREMIUM
		Vendor's Total ----->				1680.86	

REPORT.: Feb 06 23 Monday  
 RUN....: Feb 06 23 Time: 15:30  
 Run By.: Daniel Zepeda

LAVTA  
 Month End Payable Activity Report  
 Prior Period Report for 01-23

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 CTL.: WHE

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01-23	STA04 (STATE BOARD OF )	QTR4-2022H	01/19/23	02/18/23	A	1816.00	STA04, 2022 4TH QTR STORAGE TANK MAINT FEES
01-23	STA05 (STATE BOARD OF EQUAL)	QTR4-2022H	01/19/23	02/18/23	A	1082.00	STA05, 2022 4TH QTR EXEMPT BUS OPERATOR DIES
01-23	STA13 (STAPLES CREDIT PLAN)	DEC-2022H	01/09/23	02/08/23	A	366.77	STA13, DEC-22 CC STATEMENT
01-23	SWI02 (SWIFTLY INC)	2131H	09/30/22	10/30/22	A	27900.00	SWI02, 2131, ON-TIME PERFORM SOFTWARE 10/22-
01-23	TAC01 (TAC ENERGY)	2257423	01/16/23	02/15/23	A	27284.49	TAC01, 2257423, 1/16/23 FUEL DELIVERY
01-23	TAX01 (HERB HASTINGS)	1-6-23H	01/25/23	02/24/23	A	5.05	TAX01, PARATAXI REIMBURSE 1/6/23
01-23	TAX67 (CHRISTEL RAGER)	1002-1026H	01/25/23	02/24/23	A	160.00	TAX67, PARATAXI REIMBURSE 10/2/22-10/26/22
01-23	TEL01 (TPx COMMUNICATIONS)	165469652H	12/31/22	01/30/23	A	2881.31	TEL01, 165469652-0, 1/1/23-1/31/23 SERVICE
01-23	TPG01 (THE PARKS GROUP)	71386	12/19/22	01/18/23	A	5125.62	TPG01, 71386, MP1380' TIMETABLES PRINT-22K QT
01-23	TX212 (LINDA WAHLE)	1101-1229	01/25/23	02/24/23	A	303.54	TX212, PARATAXI REIMBURSE 11/1/22-12/29/22
01-23	TX216 (SUJATHA RENGARAJAN)	11-1-22	01/25/23	02/24/23	A	10.19	TX216, PARATAXI REIMBURSE 11/1/22
01-23	TX228 (DEBORAH BUTLER)	1202-0112H	01/25/23	02/24/23	A	73.15	TX228, PARATAXI REIMBURSE 12/2/22-1/12/23
01-23	TX242 (BONNIE WOLF)	1207-1228H	01/25/23	02/24/23	A	100.00	TX242, PARATAXI REIMBURSE 12/7/22-12/28/22
01-23	UBE01 (UBER )	DEC-2022H	01/01/23	01/31/23	A	1776.28	UBE01, DEC-22 GO DUBLIN BILLING
01-23	VER01 (VERIZON WIRELESS)	923621478H	12/22/22	01/21/23	A	1763.23	VER01, 9923621478, 11/23-12/22/22 CELL, WIFI
01-23	VON01 (TRAPEZE SOFTWARE GROUP)	PA0005195	01/09/23	02/08/23	A	4381.00	VON01, PA0000005195, PO #7570 MILESTONE #6 B
01-23	VSP01 (VSP )	FEB-2023H JAN-2023H	01/19/23 12/19/22	02/18/23 01/18/23	A A	557.82 605.66	VSP01, FEB-23 VISION INSURANCE VSP01, JAN-2023 VISION INSURANCE
			Vendor's Total ----->			1163.48	
01-23	WCC01 (WEST COAST COMPRESSOR)	5792-1	01/27/23	02/26/23	A	2402.98	WCC01, 5792-1, PO #7622 AIR COMPRESSOR MAINT
01-23	WJH01 (W. JEFFREY HEID-LANDSCAPE A	1-1-2023	01/01/23	01/31/23	A	2765.00	WJH01, 1/1/2023 PLANTING & IRRIGATION PLANS
01-23	WSP01 (WSP USA INC)	1254110	01/12/23	02/11/23	A	25011.90	WSP01, 1254110, DEC-22 SAV SYSTEM ENGINEER S
			Total of Purchases ->			2850570.12	=====

**AGENDA**

**ITEM 6**



STAFF REPORT

SUBJECT: Adoption of Updated Conflict of Interest Code

FROM: Tamara Edwards Director of Finance

DATE: February 28, 2023

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**Action Required**

Staff requests that the Finance and Administration Committee recommend that the Board of Directors approve the attached Conflict of Interest Code, including revised Appendix of Designated Officials and Employees, which has been updated to reflect LAVTA's current staffing and organization.

**Background**

California Government Code Section 87306.5 requires every local agency to review its Conflict of Interest Code in each even-numbered year and to amend the Code if necessitated by changed circumstances. Staff and counsel have reviewed LAVTA's current Code and have determined that it should be updated to add the Director of Operations and remove the Director of Operations and Innovation.

Consultants other than those serving in positions identified in the Code may also be required to file economic disclosures. LAVTA's Executive Director (Interim or permanent) will set forth disclosure requirements for consultants on a form provided by the Fair Political Practices Commission (Form 805), retained by the District. In addition, any new designated staff positions will be recorded, and disclosure categories set forth, on FPPC Form 804 until the Code is amended to include such positions.

After the Board adopts the amended Code, it will be sent to the Alameda County Board of Supervisors for approval.

**Recommendation**

Staff recommends that the Finance and Administration Committee recommend that the Board of Directors approve the attached Conflict of Interest Code, including revised Appendix of Designated Officials and Employees, which has been updated to reflect LAVTA's current staffing and organization.

Attachments:

1. Resolution 08-2023 of the Board of Directors of the Livermore Amador Valley Transit Authority Approving Revised Conflict of Interest Code

2. Revised Conflict of Interest Code

**RESOLUTION NO. 08-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE  
AMADOR VALLEY TRANSIT AUTHORITY ADOPTING AN AMENDED  
CONFLICT OF INTEREST CODE**

**WHEREAS**, the Livermore Amador Valley Transit Authority (LAVTA) is required by the Political Reform Act of 1974 to maintain a Conflict of Interest Code (Code); and

**WHEREAS**, California Government Code Section 87306.5 requires that the Authority review its Code every even-numbered year and revise if necessary; and

**WHEREAS**, Legal Counsel and staff have reviewed the current Code and have determined that the Code should be updated to add the Director of Operations to the list of designated positions that must disclose their economic interests on an annual basis, and remove the Director of Operations and Innovation; and

**WHEREAS**, Legal Counsel and staff recommend adopting the attached amended Code.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Livermore Amador Valley Transit Authority hereby approves and adopts the revised Conflict of Interest Code in the form attached hereto and presented to the Board of Directors; and

**BE IT FURTHER RESOLVED** that the Executive Director is directed to transmit a copy of the amended Conflict of Interest Code to the Board of Supervisors of the County of Alameda for its review and approval.

**PASSED AND ADOPTED** by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 6th day of March 2023.

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

ATTEST \_\_\_\_\_  
Michael N. Conneran, Legal Counsel

**CONFLICT OF INTEREST CODE**  
**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**

Adopted on the 25th of February, 1986  
by Resolution 2-86

Amended on the 1st of November, 2004  
by Resolution 22-2004

Amended on the 4th of August, 2008  
by Resolution 21-2008

Amended on the 13th of September, 2010  
by Resolution 25-2010

Amended on the 10th of September, 2012  
by Resolution 25-2012

Amended on the 6th of October, 2014  
by Resolution 27-2014

Amended on the 5th of November, 2018  
by Resolution 29-2018

Amended on the 5<sup>th</sup> of October, 2020  
By Resolution 30-2020

Amended on the 6<sup>th</sup> of March 2023  
By Resolution 08-2023



**CONFLICT-OF-INTEREST CODE  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY (LAVTA)**

The Political Reform Act, (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Livermore Amador Valley Transit Authority (LAVTA).

Individuals holding designated positions shall file their statements of economic interests with LAVTA, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) LAVTA will retain a copy of each statement and forward the originals to the Alameda County Board of Supervisors, which shall be the filing officer.

APPENDIX A: DESIGNATED POSITIONS

<b>Designated Positions</b>	<b>Disclosure Categories</b>
Attorney	1, 2
Director of Planning and Marketing	1, 2
Director of Operations	1, 2
Consultants/New Positions*	

\*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The Executive Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

The following positions are NOT covered by the conflict-of-interest code because they must file a statement of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for information purposes only:

- Board of Directors
- Executive Director
- Director of Finance

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the determination whether a position is covered by Section 87200.

APPENDIX B: DISCLOSURE CATEGORIES

Category 1.

All investments, business positions, and sources of income (including loans, gifts, and travel payments) from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by LAVTA.

Category 2.

All interests in real property located in whole or in part within the LAVTA service area or within two miles of the LAVTA service area.

**AGENDA**

**ITEM 7**



STAFF REPORT

SUBJECT: Resolution in Support of Allocation Request for FY 22-23 Funding through the State Low Carbon Transit Operations Program (LCTOP)

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: February 28, 2023

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**Action Requested**

Staff requests the Finance & Administration Committee refer Resolution 09-2023 to the Board of Directors for approval in support of an allocation request to Caltrans for the FY 22-23 Low Carbon Transit Operations Program (LCTOP) to construct a hydrogen fueling station and related support infrastructure at LAVTA’s Atlantis maintenance facility to accommodate the fueling of zero-emission hydrogen fuel-cell electric buses. This resolution is required to request an allocation of these funds from Caltrans.

**Background**

The LCTOP was established by California Senate Bill 862 to provide funding, on a formula basis, for operational or capital expansion projects to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The funds are derived from California’s Cap-and-Trade Program and are the result of quarterly auctions of emission credits for greenhouse gas emitters regulated under AB 32, California’s Global Warming Solutions Act of 2006. Auction proceeds, known as the Greenhouse Gas Reduction Fund, are then reinvested in various projects to further reduce emissions. There is a continuous appropriation of 5 percent of Cap and Trade auction proceeds into the LCTOP and other Cap and Trade programs. Though auction proceeds have seen notable fluctuation due to the COVID-19 pandemic in recent years, auction sales appeared to have stabilized downward in 2022, leading to a slight decrease in revenues available to the LCTOP for allocation in FY22-23 compared to last year, though still above pre-pandemic levels.

The program guidelines state that transit agencies receiving funds from the LCTOP shall submit expenditure proposals listing projects that meet any of the following criteria:

- Expenditures that directly enhance or expand transit service by supporting new or expanded services, expanded intermodal facilities, and include equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities.
- Operational expenditures that increase transit mode share.
- Expenditures related to the purchase of zero-emission buses, including electric buses, and the installation of the necessary equipment and infrastructure to operate and support zero-emission buses.

The LCTOP specifically requires documentation that each proposed project will achieve a reduction in greenhouse gas emissions and will not supplant other sources of funds. In

addition, project sponsors are required to document how their projects meet all program requirements related to benefits to Disadvantaged Communities (DACs) and AB 1550 Population requirements to benefit low-income households. LAVTA’s service area does not have any DACs, but the project is expected to benefit low-income households and the low-income community of North Livermore identified by AB 1550 (shown in Attachment 2) by reducing harmful emissions of diesel particulate matter by enabling LAVTA to replace its diesel-fueled fleet with zero-emission hydrogen fuel-cell electric buses in accordance with LAVTA’s Zero-Emission Bus Rollout Plan adopted by LAVTA’s Board of Directors in April 2022.

**Discussion**

In July 2022, LAVTA received an award of \$6,591,250 from its Cycle 5 application to the California State Transportation Agency’s Transit and Intercity Rail Capital Program (TIRCP) for construction of a hydrogen fueling station at LAVTA’s Atlantis Maintenance Facility. In October 2022, Caltrans programmed Federal Highway Administration funds available to the State toward the award, which require an 11.47% (non-federal) local match that was not included in LAVTA’s original application budget for the fueling station project requesting TIRCP funds. Programming available LCTOP funds toward the project’s local match eligible for this type of project will free up a commensurate amount of LAVTA’s more flexible Transportation Development Act funds to put toward other needs to be identified in LAVTA’s forthcoming FY23-24 budget, while still completing the hydrogen fueling station project expeditiously with full funding.

**Budget**

The proposed project budget is as follows.

<b>Fund Source</b>	<b>Amount</b>	<b>%</b>
FHWA Carbon Reduction Program Funds Transfer to Federal Transit Administration	\$6,591,250	88.53%
LCTOP Subtotal	\$588,000*	
<i>FY 22-23 LCTOP – Revenue-Based</i>	<i>\$96,000*</i>	
<i>FY 22-23 LCTOP – Population Based</i>	<i>\$492,000*</i>	
TDA 4.0	\$265,966*	
<b>Total Budget</b>	<b>\$7,445,216*</b>	<b>100.00%</b>

\*these amounts are estimated as the State has not released the final numbers and will not do so until after the resolution is due. When the amounts are released we will update the resolution for signature.

**Recommendation**

Staff recommends the Finance & Administration Committee refer Resolution 09-2023 to the Board of Directors for approval in support of an allocation request to Caltrans for the FY 22-23 Low Carbon Transit Operations Program (LCTOP) to construct a hydrogen fueling station and related support infrastructure at LAVTA’s Atlantis maintenance facility to accommodate the fueling of zero-emission hydrogen fuel-cell electric buses.

Attachments:

1. Resolution 09-2023

2. North Livermore AB 1550 Low Income Community

**RESOLUTION 09-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES  
AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT  
OPERATIONS PROGRAM (LCTOP) TO SUPPORT THE ATLANTIS HYDROGEN  
FUELING STATION PROJECT USING \$588,000 IN LCTOP FUNDS**

**WHEREAS**, the Livermore Amador Valley Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the Livermore Amador Valley Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director or his/her designee; and

**WHEREAS**, the Livermore Amador Valley Transit Authority wishes to implement the following LCTOP project listed above;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP-funded transit projects; and

**BE IT FURTHER RESOLVED** that the Executive Director or his/her designee be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation; and

**BE IT FURTHER RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY2022-2023 LCTOP funds:

**Project Name:** LAVTA Atlantis Hydrogen Fueling Station

**Amount of LCTOP funds requested:** \$588,000

**Short description of project:** Construct a hydrogen fueling station and related support infrastructure at LAVTA's Atlantis maintenance facility to accommodate the fueling of zero-emission hydrogen fuel-cell electric buses.

**Benefit to a Priority Population:** Reduces diesel particulate matter and other harmful emissions in the AB 1550 community of North Livermore and other low-income households in LAVTA's service area.

**Contributing Sponsor:** Metropolitan Transportation Commission

**PASSED AND ADOPTED BY** the governing board of the Livermore Amador Valley Transit Authority on this 3rd day of April 2023.

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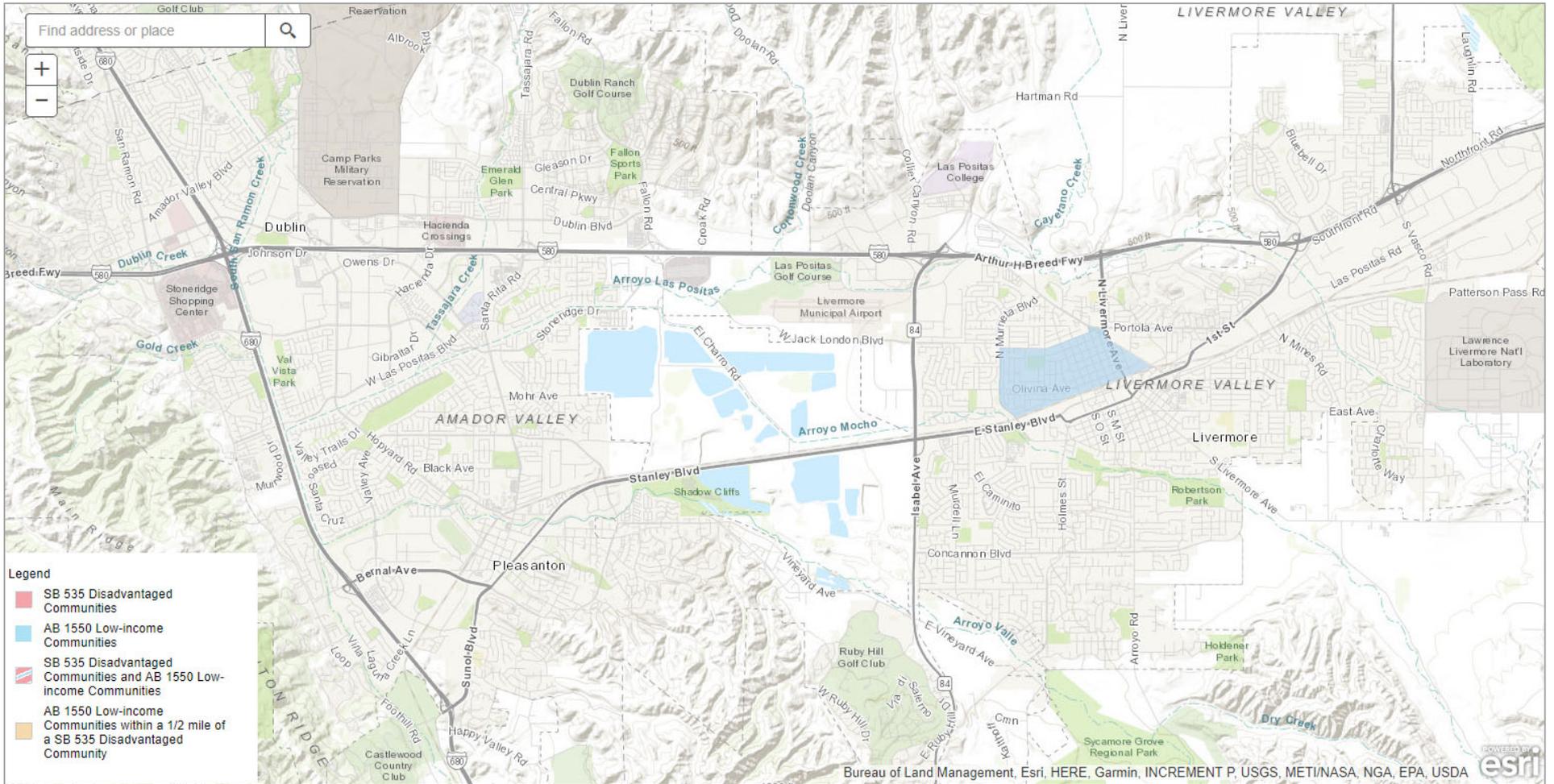
David Haubert, Chair

Attest:

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Christy Wegener, Executive Director

# Attachment 2. Location of AB 1550 Low Income Community (North Livermore) in LAVTA's Service Area



**AGENDA**

**ITEM 8**



STAFF REPORT

SUBJECT: Administrative Support Services Agreement with the Tri-Valley San Joaquin Valley Regional Rail Authority

FROM: Christy Wegener, Executive Director

DATE: February 28, 2023

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**Action Requested**

Staff requests that the Finance and Administration Committee recommend the Board authorize the Executive Director to execute an administrative support services agreement with Tri-Valley San Joaquin Valley Regional Rail Authority (Valley Link).

**Discussion**

Since 2019, LAVTA has provided a variety of administrative support to Valley Link including accounting, grant management, auditing, human resources, and procurement functions. Staff is recommending that LAVTA enter into an administrative support services agreement with Valley Link to formalize that relationship in part to support Valley Link in achieving direct recipient grantee status with the Federal Transit Administration (FTA) in order to pursue federal funding grants. LAVTA is an existing federal grantee and FTA direct recipient that brings direct experience and expertise to these activities. LAVTA staff currently serves in the role of Chief Financial Officer to Valley Link and provides some related administrative services. This administrative support services agreement would enable Valley Link to continue those roles and responsibilities for the term of this agreement.

**Background**

Valley Link was established on January 1, 2018 by California State Assembly Bill No. 758 (AB 758) as amended by Senate Bill No. 548 (SB 548) to plan, develop, deliver, and operate cost-effective and responsive transit connectivity between the Bay Area Rapid Transit's (BART's) heavy rail transit system in Alameda County and the Altamont Commuter Express (ACE) commuter rail system in San Joaquin County in Northern California. AB 758 required that LAVTA provide administrative support for the newly established Authority for the first 18-month period to provide all necessary administrative support to the board to perform its duties and responsibilities.

At the conclusion of the initial period, AB 758 provided Valley Link with the option to select either LAVTA or the San Joaquin Regional Rail Commission to provide administrative support, or alternatively to hire an executive director for those functions. If an Executive Director was hired, the executive may appoint staff or retain consultants as necessary to carry out the duties of Valley Link.

In June 2019, Valley Link's Board of Directors formally approved the establishment of the Tri Valley – San Joaquin Valley Regional Rail Authority as the entity to deliver the Valley Link transit service for which Valley Link will perform planning, designing, financing, construction, operating, and the leasing, developing, or disposing of land, facilities, or equipment, necessary to deliver and operate Valley Link. The Valley Link Board hired an Executive Director, and approved the continued use of LAVTA to provide all necessary administrative support to the Board to perform its duties and responsibilities in implementing the Project.

Valley Link is now in a critical period to establish direct recipient grantee status under FTA to complete Project Development and position Valley Link to receive federal funding under the CIG Program. As part of this effort, LAVTA and Valley Link jointly staff recognize the need to formalize LAVTA's ongoing administrative support relationship with Valley Link, so that Valley Link can meet FTA's organizational and financial capacity requirements to deliver the Valley Link Rail Project as a direct recipient grantee.

The proposed agreement, included as Attachment 1, memorializes the work that LAVTA staff currently perform for Valley Link, and allows a mechanism via Task Order to execute additional tasks and functions as long as LAVTA staff capacity exists to perform the requested work. The terms of this agreement is one year, but it is renewable on a year-to-year basis.

#### **Fiscal Impact**

LAVTA's Director of Finance currently receives a stipend to serve as Chief Financial Officer of Valley Link. This stipend pays for the time she spends completing work for Valley Link outside of the work she does for LAVTA. This agreement memorializes the tasks and functions that LAVTA staff perform in support of Valley Link up to an amount not to exceed \$180,000 on an annual basis.

#### **Recommendation**

Staff recommends that the Finance and Administration Committee make a recommendation to the Board to authorize the Executive Director to execute an administrative support services agreement with Valley Link.

#### **Attachments:**

1. Administrative Support Service Agreement

**ADMINISTRATIVE SUPPORT SERVICES AGREEMENT  
BETWEEN THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
AND THE TRI-VALLEY–SAN JOAQUIN VALLEY REGIONAL RAIL  
AUTHORITY FOR THE FINANCIAL MANAGEMENT AND ADMINISTRATIVE  
SUPPORT OF THE VALLEY LINK PROJECT**

This Cooperative Consulting Services Agreement (“**Agreement**”) is entered into by and between the Livermore Amador Valley Transit Authority (“**LAVTA**”) and the Tri-Valley–San Joaquin Valley Regional Rail Authority, a public agency (“**Authority**”; collectively the “**Parties**”).

**RECITALS**

**Whereas**, the Authority was established on January 1, 2018 by California State Assembly Bill No. 758 (AB 758) as amended by Senate Bill No. 548 (SB 548) to plan, develop, deliver, and operate cost-effective and responsive transit connectivity between the Bay Area Rapid Transit’s (BART’s) heavy rail transit system in Alameda County and the Altamont Commuter Express (ACE) commuter rail system in San Joaquin County in Northern California; and

**Whereas**, the Valley Link Project (“**Valley Link Project**”) is a proposed new rail system from the BART Dublin/ Pleasanton Station to the San Joaquin Valley. Phase I of the proposed Valley Link Project will cost approximately \$1.8 billion and will be 26 miles long with proposed stations located in the Tri-Valley and in San Joaquin County and a terminus at Mountain House, while a future Phase II would extend the system to North Lathrop; and

**Whereas**, in June 2019, the Authority’s Board of Directors formally approved the Authority as the entity to implement the Valley Link Project, including planning; designing; financing; constructing; operating; land leasing, development, and/or disposal; and providing facilities or equipment; all as necessary to deliver and operate Valley Link Project (collectively, the “Valley Link Project Obligations”); and

**Whereas**, in June 2019 the Authority’s Board of Directors also approved the continued use of the LAVTA to provide necessary administrative support to the Authority to perform its Valley Link Project Obligations (the “Services”); and

**Whereas**, in May 2022 the Valley Link Project was approved by the Federal Transit Administration (“FTA”) to begin development and to be eligible for the Capital Investments Grant Program, so the Authority must now establish direct recipient grantee status with the FTA in order to begin to receive certain funding; and

**Whereas**, the Parties recognize the need to formalize the Authority’s administrative support relationship with LAVTA in order to ensure that the Authority can receive the aforementioned funding and begin to fulfill its Valley Link Project Obligations\; and

**Whereas**, LAVTA is an FTA direct recipient grantee agency able to provide the Services to the Authority to assist the Authority in completing its Valley Link Project Obligations; and

**Whereas**, subject to the terms and conditions of this Agreement, the Authority agrees to pay LAVTA for its Services, including approved costs, in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, LAVTA and Authority agree as follows:

## **1. DEFINITIONS**

1.1. “Approved Fee Schedule” means the compensation rates set forth in Attachment B and incorporated herein by this reference.

1.2. “Executive Director” and “Executive Directors” means the executive director of either or both parties to this Agreement.

1.3. “Parties” means LAVTA and Authority.

1.4. “Project” or “Valley Link Project” means the proposed new rail system from the BART Dublin/Pleasanton Station to the San Joaquin Valley.

1.5. “Services” means the administrative and financial services performed by LAVTA described in the Scope of Services attached hereto as Attachment A and incorporated herein.

## **2. TERM**

The term of this Agreement will commence on XXXX 2023 and will expire on XXXX 2024, unless terminated sooner in accordance with Section 12 of this Agreement or extended by mutual agreement of the Parties in accordance with Section 13.9 of this Agreement.

## **3. COMMISSION’S PERFORMANCE OF SERVICES**

3.1. Task Orders. LAVTA will perform specific tasks within the Scope of Services pursuant to written task orders (“**Task Orders**”) issued by the Authority. Task Orders shall be approved by the Parties’ Executive Directors at least 7 days prior to LAVTA performing any Services contained therein, unless the Executive Directors agree to waive this requirement for an individual Task Order.

3.2. Compliance with Laws. LAVTA shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). This may also result in LAVTA’s employees being subject to the Authority’s Conflict of Interest Code if the Services performed will influence a governmental decision or the Authority so determines. The disclosure requirement is met by filling out a form 700 Statement of Economic Interests. Authority

agrees to notify LAVTA if it will require LAVTA's employees to be covered under the Authority's Conflict of Interest Code.

3.3. Personnel. LAVTA represents that it currently has the personnel required to perform the Services. Notwithstanding the foregoing, nothing in this Agreement requires LAVTA to hire any personnel for any reason. All Services shall be performed by employees of LAVTA or by subconsultants operating under its supervision, and all personnel engaged in the Services shall be fully qualified and authorized to perform it under federal, state, and local laws.

3.4. Subcontractors/Subconsultants.

3.4.1. LAVTA shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without the prior written authorization of the Executive Director of the Authority.

3.4.2. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Authority and any consultant or contractor or agent LAVTA (each, a "***Subconsultant***"), and no sub-agreement shall relieve LAVTA of its responsibilities and obligations hereunder. LAVTA agrees to be as fully responsible to Authority for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by LAVTA. LAVTA's obligation to pay its Subconsultants is independent from the Authority's obligation to make payments to LAVTA unless otherwise agreed to.

#### 4. COMPENSATION, ALLOWABLE COSTS, AND PAYMENTS

4.1. Payment. Authority agrees to pay LAVTA for the Services as set forth in signed Task Orders and consistent with this Agreement in an amount not-to-exceed \$180,000 per year. LAVTA understands that any task order requests that would result in payment exceeding \$180,000 per year will require a written amendment to this Agreement. Authority understands that until and unless a written amendment to this Agreement increasing the not-to-exceed amount is entered, LAVTA may cease working on any Task Order if doing so would exceed the not-to-exceed amount.

4.2. Reimbursement of Costs. The Authority shall not advance LAVTA for any costs in the performance of this Agreement. Authority shall pay LAVTA for any direct or indirect reimbursable costs upon LAVTA providing proper supporting documentation for the cost in its monthly billings for Services.

4.3. Basis of Payments. All payments by the Authority to LAVTA as required under this Agreement will be based on a time and materials basis in accordance with the Approved Fee Schedule as set forth in Section 3.1 of this Agreement.

4.4. Invoicing. LAVTA will submit monthly invoices to the Authority, specifying Services completed. Each invoice will itemize the services rendered during the billing period and the amount due and shall include the following information:

4.4.1. Authority Agreement number.

4.4.2. Direct labor charges billed by class of employee, rate per hour and number of hours.

4.4.3. Description of Services provided.

4.4.4. Any direct or indirect reimbursable costs incurred by LAVTA, including but not limited to costs related to travel, lodging, meals, and incidental charges as described in the Approved Fee Schedule (all of which must include documentation and/or receipts).

4.4.5. Overhead charges, as applicable.

4.5. Disputed Invoices. The Authority shall notify LAVTA, in writing, of any disputed amounts included on the invoice. The Authority shall pay all undisputed amounts included on the invoice. Disputed invoices shall be resolved in accordance with the Dispute Resolution provisions in Section 11 of this Agreement.

4.6. Payment of Invoice. The Authority will make best efforts to reimburse LAVTA within thirty (30) days of receipt of an acceptable invoice approved by the Authority's project manager. The Authority shall notify LAVTA, in writing, of any disputed amounts included on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from payments made to LAVTA.

## 5. DOCUMENTS AND RECORDS

5.1. Ownership of Documents and Records. All reports, documents or other written material (“written products”) developed by LAVTA in the performance of this Agreement shall be and remain the property of the Authority without restriction or limitation upon its use or dissemination by the Authority. However, the written products are not intended or represented to be suitable for reuse by the Authority on extensions of the Services or any other project. Any reuse without written verification or adaptation by LAVTA for the specific purpose intended will be at the Authority’s sole risk and without liability or legal exposure to LAVTA. LAVTA may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by LAVTA.

5.2. Access to Documents and Records. LAVTA shall maintain records of the Valley Link Project costs it has incurred and charged to the Authority under this Agreement in accordance with Generally Accepted Accounting Principles (GAAP) and federal cost principles pursuant to the Federal Acquisition Regulations (FAR). All records shall provide a breakdown of total costs charged to the Valley Link Project. LAVTA shall maintain and make available for inspection, auditing, or copying by Authority all books, documents, papers, accounting records, and any and all data relevant to this Agreement in its possession for a period of three (3) years after the expiration of this Agreement. At any reasonable time, with advance written notice of at least fifteen (15) business days, for the purpose of auditing and verifying the invoices submitted by LAVTA pursuant to this Agreement, Authority can request, and LAVTA shall provide the requested documents and such assistance as may be reasonably required in the course of such inspection. LAVTA shall not dispose of, destroy, alter, or mutilate said books, records, accounts and data in any manner whatsoever for the three-year period. Pursuant to California Government Code Section 8546.7, the parties to this Agreement agree that they are subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement.

## 6. RELATIONSHIP OF PARTIES

LAVTA is and shall at all times remain as to the Authority, a wholly independent consultant and not an employee of the Authority. LAVTA shall have no power to incur any debt, obligation, or liability on behalf of the Authority or otherwise to act on behalf of the Authority as an agent. Neither the Authority nor any of its agents shall have control over the conduct of LAVTA or any of LAVTA’s, except as set forth in this Agreement. LAVTA shall not represent that it is, or any Subconsultant is, or that any of LAVTA’s or Subconsultant’s agents or employees are, in any manner employees of the Authority.

## 7. INDEMNIFICATION

7.1. Authority’s Indemnification Obligation. To the fullest extent permitted by law, the Authority agrees to release and forever discharge and further agrees to defend, indemnify and hold harmless LAVTA, and any and all of its officers, directors, employees, agents, servants,

successors, assigns, and subsidiaries (each being a “LAVTA Indemnified Party,” and all together the “LAVTA Indemnified Parties”), from and against any and all lawsuits, claims, losses, damages, liabilities, penalties, causes of action, suits, costs and expenses, including reasonable attorneys’ fees, incidental thereto (collectively, “Liabilities”) which may be claimed against or demanded from any or all of LAVTA Indemnified Parties, or which any LAVTA Indemnified Party may hereafter incur, be responsible for, or pay as a result of injury or death of any person, damage to or loss (including loss of use) of any property, including property of LAVTA, arising out of, caused by, or resulting from the fault, negligence or wrongful act of the Authority, including any or all of its contractors, agents, or employees, in performing this Agreement.

7.2. LAVTA’s Indemnity Obligation. To the fullest extent permitted by law, LAVTA agrees to release and forever discharge and further agrees to defend, indemnify and hold harmless the Authority, and any and all of its officers, directors, employees, agents, servants, successors, assigns, and subsidiaries (each being an “Authority Indemnified Party,” and all together the “Authority Indemnified Parties”), from and against any and all Liabilities which may be claimed against or demanded from any or all of the Authority Indemnified Parties, or which any Authority Indemnified Party may hereafter incur, be responsible for, or pay as a result of injury or death of any person, damage to or loss (including loss of use) of any property, including property of the Authority, arising out of, caused by, or resulting from the fault, negligence or wrongful act of LAVTA, including any or all of its contractors, agents, or employees, in performing this Agreement.

7.3. Joint and Contributory Fault. If any of the Liabilities specified in this section are caused by the parties’ joint or contributory negligence, any and all loss or expenses will be borne by each Party in proportion to its degree of fault, negligence, or wrongful act.

7.4. Survivability of Indemnification Obligations. The indemnification provided by each Party to the other under this Agreement is not limited by insurance maintained by the Parties and will survive the expiration or termination of this Agreement.

## **8. MUTUAL COOPERATION.**

8.1. Documents and Information. The Authority shall provide LAVTA with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of LAVTA’s services under this Agreement. LAVTA shall be entitled to reasonably rely upon the accuracy and completeness of such information and materials, provided that LAVTA shall provide the Authority prompt written notice of any known defects in such information and materials.

8.2. Claims and Actions. Subject to section 7 above, in the event any claim or action is brought against the Authority relating to LAVTA’s performance in connection with this Agreement, LAVTA shall render any reasonable assistance that the Authority may require.

## **9. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the Parties regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAVTA:

Christy Wegener  
Executive Director  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
(925) 455-7564

If to the Authority:

Kevin Sheridan  
Executive Director/CEO  
2600 Kitty Hawk Road, Suite 103  
Livermore, CA 94551  
(925) XXX-XXXX

## 10. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5 and Section 7 of this Agreement shall survive the expiration or termination of this Agreement.

## 11. DISPUTE RESOLUTION PROCESS

The Authority and LAVTA agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following Dispute Resolution Process levels should any such disputes arise.

11.1. Level One. The Executive Director for the Authority and the Executive Director for LAVTA shall meet to discuss and attempt to resolve the dispute within two weeks of notice from either party or other agreed to time period. If they cannot do so, the dispute will proceed to Level Two.

11.2. Level Two. The disputes at this level shall be referred to mediation as a condition precedent to the commencement of a civil action. At all times during the course of the conflict or dispute resolution efforts, both Parties shall proceed diligently with the performance of this Agreement.

## 12. DEFAULT AND TERMINATION

12.1. Termination for Cause. Either Party may terminate this Agreement due to the breach of this Agreement by the other Party upon the breaching Party's failure to cure the breach within five (5) business days of notice of the breach provided in accordance with Section 9.

12.2. Termination without Cause. The Authority or LAVTA may terminate this Agreement at any time without cause by providing written notice ("Termination Notice") to the other in accordance with Section 9. Upon receipt of a Termination Notice, the Agreement shall terminate and LAVTA will cease performance of all Services. Upon such termination, LAVTA may submit an invoice or invoices to the Authority in amounts which represent the compensation

specified herein for Services actually performed to the date of such termination and for which LAVTA has not been previously compensated.

### 12.3. Force Majeure.

12.3.1. Subject to the provisions of Section 12.3.2 below, upon giving the 10 business days' written notice provided for in that Section, neither the Authority or LAVTA will be liable or responsible to the other, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's ("Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, pandemics, or quarantines, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

12.3.2. The Impacted Party will give written notice to the other party ("Non-Impacted Party") within 10 business days of a failure of performance or delay caused by a Force Majeure Event and stating the period of time the event is expected to continue. The Impacted Party must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party must resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event the Impacted Party's failure or delay remains uncured for a period of 30 consecutive calendar days following the Non-Impacted Party's receipt of the written notice given by the Impacted Party under this Section 12.3.2, the Non-Impacted Party may thereafter immediately terminate this Agreement for cause by delivery of a written termination notice to the Impacted Party.

## 13. **GENERAL PROVISIONS**

13.1. Assignment. Neither Party shall delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without the other Party's prior written consent, and any attempt to do so shall be void and of no effect.

13.2. Discrimination Prohibition. During the performance of this Agreement, neither Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Any applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13.3. Captions and Headings. The captions and headings (collectively "Headings") in this Agreement are intended to be descriptive only and for convenience in reference in this Agreement. Should there be any conflict between the Heading and the specific content of a section

or paragraph, the specific content of the section and paragraph shall control and govern in the construction and interpretation of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

13.4. Waiver. The waiver by the Authority or LAVTA of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the Authority or LAVTA unless in writing.

13.5. Remedies Cumulative. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be San Joaquin County, California.

13.6. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13.7. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

13.8. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire agreement between the Authority and LAVTA with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties.

13.9. Amendments and Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Authority and LAVTA.

13.10. Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this

Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**TRI-VALLEY-SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY**

By: \_\_\_\_\_  
Kevin Sheridan, Executive Director/CEO

Approved as to form:

\_\_\_\_\_  
Legal Counsel

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Christy Wegener  
Executive Director

Approved as to form:

\_\_\_\_\_  
Christie Crowl  
LAVTA Legal Counsel

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

The following are the Scope of Services LAVTA may perform upon execution of this Agreement. No other services of any kind will be performed without an amendment to this Agreement and this Scope of Services.

1. Funding Agreements Management. LAVTA will manage funding agreements for the Authority and perform related tasks, including to
  - Monthly billing of current revenue agreements
  - Annual Financial Audit and overseeing the preparation of the Audited Financial Statements.

2. Financial Reporting.

LAVTA will maintain and implement a financial reporting system to:

- Manage funds received from federal and non-federal agencies.
- Manage project finances, including expenses and assets.
- Prepare and generate cost reports and invoices
- Control costs (track of expenses) for labor and non-labor resources
- Forecast budget for LAVTA’s Rail related expenses
- Perform audits

EXHIBIT "B"  
APPROVED FEE SCHEDULE

[to be attached]

DRAFT

**AGENDA**

**ITEM 9**



# LAVTA COMMITTEE ITEMS - March 2023 - July 2023

## Finance & Administration Committee

### March

	Action	Info
Minutes	X	
Treasurers Report	X	
Funding Resolutions - TDA, STA, RM2, Measure B	X	

### April

	Action	Info
Minutes	X	
Treasurers Report	X	
Budget	X	

### May

	Action	Info
Minutes	X	
Treasurers Report	X	
Salary Survey	X	

### June

	Action	Info
Minutes	X	
Treasurers Report	X	
Legal Contract	X	

### July

	Action	Info
Minutes	X	
Treasurers Report	X	
FTA Funding Resolutions 5307 & 5309 (last in '21)	X	

\*Typically July committee meetings are cancelled