

6. Contract Award for LAVTA Bus Stop Cleaning Services

Recommendation: Staff recommends that the Finance & Administration Committee forward a recommendation to the Board of Directors to approve Resolution 28-2015 and award an agreement to perform bus stop cleaning services to Aim to Please Janitorial Services.

7. Clipper MOU

Recommendation: Staff recommends approving and forwarding the Clipper® MOU to the Board for approval.

8. LAVTA Fares and Clipper Day Pass Accumulator

Recommendation: Forward a recommendation to the Board of Directors to review and approve LAVTA’s existing fares and transfer agreements and adding the Clipper Card, including Day Pass Accumulator, by approving Resolution 27-2015.

9. State Legislative Update

Recommendation: Information only

10. Preview of Upcoming F&A Committee Agenda Items

11. Matters Initiated by Committee Members

12. Next Meeting Date is Scheduled for: September 22, 2015

13. 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.

/s/ Diane Stout 8/19/15
LAVTA Administrative Services Department Date

On request, the Livermore Amador Valley Transit Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. A written request, including name of the person, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service should be sent at least seven (7) days before the meeting. Requests should be sent to:
Executive Director
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100

*Livermore, CA 94551
Fax: 925.443.1375
Email : frontdesk@lavta.org*

AGENDA

ITEM 3



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

FINANCE and ADMINISTRATION COMMITTEE MEETING / COMMITTEE OF THE
WHOLE

COMMITTEE MEMBERS

LAUREEN TURNER - CHAIR **DON BIDDLE**
JERRY PENTIN - VICE CHAIR

DATE: Tuesday, June 23, 2015
PLACE: Diana Lauterbach Room LAVTA Offices
 1362 Rutan Court, Suite 100, Livermore
TIME: 4:00 p.m.

MINUTES

1. Call to Order

Committee Vice Chair Jerry Pentin called the meeting to order at 4:02pm.

Members Present

Don Biddle, Councilmember, City of Dublin
Jerry Pentin, Councilmember, City of Pleasanton
Lauren Turner – Vice Mayor, City of Livermore (arrived at 4:30pm)

2. Meeting Open to Public

No comments.

3. Minutes of the May 26, 2015 Meeting of the F&A Committee

Approved: Biddle/Pentin
Aye: Biddle, Pentin
No: None
Absent: Lauren Turner

4. Treasurer's reports for May 2015

The Finance & Administration Committee recommend submitting the attached May 2015 Treasurer's Report to the Board for approval.

Approved: Biddle/Pentin
Aye: Biddle, Pentin
No: None
Absent: Lauren Turner

5. Resolutions Authorizing the Filing of Applications for Federal Funds for Fiscal Year 2016, 2017, and 2018 to the Metropolitan Transportation Commission

The Finance & Administration Committee recommend forwarding to the Board for approval “a resolution authorizing the filing of an application for FTA Formula Program and Surface transportation programs funding by the Livermore Amador Valley Transit Authority (LAVTA) for Capital and Operating funds for fiscal years 2016, 2017, and 2018 and committing the necessary local match for the projects and stating the assurance of LAVTA to complete the project”. Resolution 25-2015.

Approved: Biddle/Pentin
Aye: Biddle, Pentin
No: None
Absent: Lauren Turner

6. 2015 FTA Triennial Review

The Finance & Administration Committee recommend submitting the attached 2015 FTA Triennial report to the Board for review. Staff will bring to the Board the final response from the FTA. This item will be added to the next Board of Directors Regular Agenda.

Approved: Biddle/Pentin
Aye: Biddle, Pentin
No: None
Absent: Lauren Turner

7. Clipper® Fares

The Finance & Administration Committee recommend submitting the attached Title VI Impact Analysis for adding a fare media of a Day Pass Accumulator with the implementation of the Clipper Card to the Board. This item will be added to the next Board of Directors Regular Agenda.

Approved: Biddle/Pentin
Aye: Biddle, Pentin
No: None
Absent: Lauren Turner

8. Preview of Upcoming F&A Committee Agenda Items

9. Matters Initiated by Committee Members

A motion was made to cancel the committee meeting on July 28, 2015.

Approved: Biddle/Pentin
Aye: Biddle, Pentin, Turner
No: None
Absent: None

10. Next Meeting Date is Scheduled for: August 25, 2015

11. Adjourn

Meeting adjourned at 4:34pm.

AGENDA

ITEM 4



STAFF REPORT

SUBJECT: Treasurer's Report for June 2015- Preliminary
 FROM: Tamara Edwards, Finance and Grants Manager
 DATE: August 25, 2015

Action Requested

Review and approve the LAVTA Preliminary Treasurer's Report for June 2015.

Discussion**Cash accounts:**

Our petty cash account (101) continues to carry a balance of \$500, 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 June 1, 2015	\$7,459,764.30
Payments made	\$1,287,761.06
Deposits made	\$404,704.47
Transfer from General Checking	\$220,000.00
Ending balance June 30, 2015	\$6,796,707.71

Farebox account activity (106):

Beginning balance June 1, 2015	\$146,973.07
Deposits made	\$85,973.31
Transfer to General Checking	\$220,000.00
Ending balance June 30, 2015	\$12,946.38

LAIF investment account activity (135):

Beginning balance June 1, 2015	\$2,140,181.55
Ending balance June 30, 2015	\$2,140,181.55

Operating Expenditures Summary:

The final treasurer's report will be presented in the form of the CAFR. At this time not all accruals have been accounted for, however, the majority of the expenses are entered. The preliminary treasurer's report for June 2015 shows the accumulated expenses (without final accruals) at 88.9%.

Operating Revenues Summary:

While expenses are at 88.9%, revenues (also without final accruals) are at 100.1%, providing for a healthy cash flow for the agency.

Recommendation

Staff recommends submitting the attached June 2015- Preliminary Treasurer's Report to the Board for approval.

Attachments:

1. June 2015- Preliminary Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
June 30, 2015**

ASSETS:

101 PETTY CASH	500
102 TICKET SALES CHANGE	240
105 CASH - GENERAL CHECKING	6,796,708
106 CASH - FIXED ROUTE ACCOUNT	12,946
120 ACCOUNTS RECEIVABLE	54,130
135 INVESTMENTS - LAIF	2,140,182
150 PREPAID EXPENSES	78,715
160 OPEB ASSET	247,104
170 INVESTMENTS HELD AT CALTIP	200,067
111 NET PROPERTY COSTS	48,078,345

TOTAL ASSETS **57,608,936**

LIABILITIES:

205 ACCOUNTS PAYABLE	359,970
211 PRE-PAID REVENUE	1,256,724
22000 FEDERAL INCOME TAXES PAYABLE	0
22010 STATE INCOME TAX	(10)
22020 FICA MEDICARE	(0)
22050 PERS HEALTH PAYABLE	0
22040 PERS RETIREMENT PAYABLE	(0)
22030 SDI TAXES PAYABLE	0
22070 AMERICAN FIDELITY INSURANCE PAYABLE	78
22090 WORKERS' COMPENSATION PAYABLE	18,066
22100 PERS-457	0
22110 Direct Deposit Clearing	0
23103 INSURANCE CLAIMS PAYABLE	112,362
23102 UNEMPLOYMENT RESERVE	20,000

TOTAL LIABILITIES **1,767,191**

FUND BALANCE:

301 FUND RESERVE	6,061,017
304 GRANTS, DONATIONS, PAID-IN CAPITAL	48,078,345
30401 SALE OF BUSES & EQUIPMENT	56,215
FUND BALANCE	1,646,169

TOTAL FUND BALANCE **55,841,745**

TOTAL LIABILITIES & FUND BALANCE **57,608,936**

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
June 30, 2015**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,603,894	150,139	1,606,380	(2,486)	100.2%
4020000	Business Park Revenues	141,504	14,448	151,418	(9,914)	107.0%
4020500	Special Contract Fares	273,775	70,775	209,311	64,464	76.5%
4020500	Special Contract Fares - Paratransit	33,600	2,400	23,183	10,417	69.0%
4010200	Paratransit Passenger Fares	155,050	5,058	179,543	(24,493)	115.8%
4060100	Concessions	38,500	4,804	44,361	(5,861)	115.2%
4060300	Advertising Revenue	115,000	0	115,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	2,000	0	4,042	(2,042)	202.1%
4070300	Non transportation revenue	0	0	30,002	(30,002)	100.0%
4090100	Local Transportation revenue (TFCA RTE B	-	0	122,545	(122,545)	100.0%
4099100	TDA Article 4.0 - Fixed Route	8,689,230	0	8,689,230	-	100.0%
4099500	TDA Article 4.0-BART	82,640	4,966	85,602	(2,962)	103.6%
4099200	TDA Article 4.5 - Paratransit	123,138	7,662	123,138	-	100.0%
4099600	Bridge Toll- RM2	580,836	145,209	435,627	145,209	75.0%
4110100	STA Funds-Paratransit	74,130	0	52,088	22,042	70.3%
4110500	STA Funds- Fixed Route BART	516,756	0	501,421	15,335	97.0%
4110100	STA Funds-pop	887,213	0	887,213	-	100.0%
4110100	STA Funds- rev	414,113	0	414,113	-	100.0%
4110100	STA Funds- Lifeline	-	0	0	-	#DIV/0!
4130000	FTA Section 5307 Preventative Maint.	196,984	0	497,523	(300,539)	252.6%
4130000	FTA Section 5307 ADA Paratransit	306,948	0	308,756	(1,808)	100.6%
4130000	FTA 5304	-	0	0	-	#DIV/0!
4130000	FTA JARC and NF	10,000	2,435	85,796	(75,796)	858.0%
4130000	FTA 5311	-	71	71	(71)	#DIV/0!
4640500	Measure B Gap	-	0	0	-	#DIV/0!
4640500	Measure B Express Bus	1,000,000	(24,423)	872,450	127,550	87.2%
4640100	Measure B Paratransit Funds-Fixed Route	786,391	(4,083)	639,852	146,539	81.4%
4640100	Measure B Paratransit Funds-Paratransit	145,934	(905)	118,740	27,194	81.4%
TOTAL REVENUE		16,177,636	378,557	16,197,404	(19,768)	100.1%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
June 30, 2015**

	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02 Salaries and Wages	\$1,198,947	\$119,360	\$1,054,511	\$144,436	87.95%
502 00 Personnel Benefits	\$729,014	\$46,894	\$654,819	\$74,195	89.82%
503 00 Professional Services	\$528,933	\$64,087	\$283,770	\$245,163	53.65%
503 05 Non-Vehicle Maintenance	\$541,489	\$53,546	\$473,699	\$67,790	87.48%
503 99 Communications	\$5,000	\$31	\$3,404	\$1,596	68.08%
504 01 Fuel and Lubricants	\$1,669,380	\$85,572	\$1,029,858	\$639,522	61.69%
504 03 Non contracted vehicle maintenance	\$2,500	\$0	\$13,107	(\$10,607)	524.29%
504 99 Office/Operating Supplies	\$17,000	\$2,092	\$31,693	(\$14,693)	186.43%
504 99 Printing	\$78,000	\$0	\$52,543	\$25,457	67.36%
505 00 Utilities	\$278,300	\$15,268	\$222,015	\$56,285	79.78%
506 00 Insurance	\$559,591	\$9,924	\$400,949	\$158,642	71.65%
507 99 Taxes and Fees	\$152,000	\$10,727	\$123,660	\$28,340	81.36%
508 01 Purchased Transportation Fixed Route	\$8,626,280	\$704,237	\$8,432,300	\$213,980	97.75%
2-508 01 Purchased Transportation Paratransit	\$1,531,840	\$139,525	\$1,495,468	\$36,372	97.63%
509 00 Miscellaneous	\$60,362	\$637	\$49,478	\$10,884	81.97%
509 02 Professional Development	\$49,200	\$1,306	\$28,366	\$20,834	57.65%
509 08 Advertising	\$145,000	\$5,297	\$46,776	\$98,224	32.26%
TOTAL	\$16,172,836	\$1,258,503	\$14,396,418	\$1,796,418	89.02%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
June 30, 2015**

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
4090594	TDA (office and facility equip)	50,000	0	155,677	(105,677)	311.35%
4090194	TDA Shop repairs and replacement	8,500	0	0	8,500	0.00%
4091794	Bus stop improvements	4,500	0	4,379	121	97.31%
4090994	Radio upgrades	26,759	0	26,759	0	100.00%
	TDA 511 Integration	30,000	0	0	30,000	0.00%
	TDA Bus replacement	4,000,000	0	0	4,000,000	0.00%
	TDA IT Upgrades and Replacements	9,000	0	0	9,000	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092093	TDA prior year (Major component rehab)	440,000	0	8,125	431,875	1.85%
4111700	PTMISEA Shelters and Stops	240,000	0	0	240,000	0.00%
	Prob 1B Security upgrades	73,472	0		73,472	0.00%
4131700	FTA NF Stops and Shelter	88,000	0	40,949	47,051	46.53%
4130400	FTA BRT	17,850	37,900	37,900	(20,050)	212.32%
4130200	FTA 5309 (Facility)	192,381	0	1,025	191,356	0.53%
	TOTAL REVENUE	5,280,462	37,900	274,814	5,005,648	5.20%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
 CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
 FOR THE PERIOD ENDING:
 June 30, 2015

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550107	Shop Repairs and replacement	8,500	0	2,698	5,802	31.74%
5550207	New MOA Facility (Satelite Facility)	192,381	0	1,025	191,356	0.53%
5550407	BRT	20,000	2,732	44,736	(24,736)	223.68%
5550607	511 Integration	30,000	0	8,125	21,875	27.08%
5550507	Office and Facility Equipment	50,000	0	160,317	(110,317)	320.63%
5550907	IT Upgrades and replacement	9,000	37,851	69,832	(60,832)	775.91%
555??07	Transit Capital	100,000	0	0	100,000	0.00%
5552407	Security upgrades	73,472	0	38,135	35,337	51.90%
5551707	Bus Shelters and Stops	328,000	0	119,372	208,628	36.39%
5552007	Major component rehab	440,000	0	0	440,000	0.00%
	Bus replacement	4,000,000	0	0	4,000,000	0.00%
	TOTAL CAPITAL EXPENDITURES	5,251,353	40,583	444,240	4,807,113	8.46%
	FUND BALANCE (CAPITAL)	29109.00	(2,683)	(169,426)		
	FUND BALANCE (CAPTIAL & OPERATING)	29,109.00	(881,838)	1,646,169		

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

[www.treasurer.ca.gov/pmia-
laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)
July 01, 2015

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

PMIA Average Monthly Yields

Account Number:
80-01-002

// Tran Type Definitions

June 2015 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,139,599.51
Total Withdrawal:	0.00	Ending Balance:	2,139,599.51

REPORT.: Jul 01 15 Wednesday
 RUN...: Jul 01 15 Time: 07:34
 Run By.: Linda White

LAVTA
 Cash Disbursement Detail Report
 Check Listing for 06-15 Bank Account.: 105

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information	Description
H5366	06/05/15	PER03	CAL PUB EMP RETIRE SYSTM	24381.47	.00	24381.47	JUNE-15H	JUNE-15,	HEALTH BENEFITS G
H5367	06/05/15	AME06	AMERICAN FIDELITY ASSURAN	453.61	.00	453.61	SUPPL06-2H	SUPPL06-2015,	SUPPLEMENTA
H5389	06/05/15	VSP01	VSP	424.44	.00	424.44	JUN-15H	VSP01,VISION	BENEFIT JUNE
H5391	06/05/15	DOT02	DOTTO GLASS INC	2104.00	.00	2104.00	222906BH	222906B,BUS	STOP REPLACE
H5392	06/05/15	MVT01	MV TRANSPORTATION, INC.	71411.35	.00	71411.35	60500H	60500, MAY	2015 SERVICE
H5393	06/05/15	MER01	MERCHANT SERVICES	152.48	.00	152.48	MOA053115H	MOA053115,	MAY 2015 MOA B
H5394	06/05/15	MER01	MERCHANT SERVICES	176.67	.00	176.67	TC053115H	TC053115,	TC BANK CARD SV
H5395	06/05/15	PAC02	PACIFIC GAS AND ELECTRIC	514.78	.00	514.78	980005151H	9800051515,	#9800031052-8
H5396	06/02/15	VER01	VERIZON WIRELESS	186.38	.00	186.38	974613061H	9746130611	AGENCY CELL PH
H5397	06/05/15	PAC02	PACIFIC GAS AND ELECTRIC	133.12	.00	133.12	764905151H	7649051515,	#7649646868-7
H5398	06/03/15	CAL04	CALIFORNIA WATER SERVICE	386.01	.00	386.01	909052015H	909052015,	#9098655555 MO
H5399	06/05/15	PAC02	PACIFIC GAS AND ELECTRIC	480.44	.00	480.44	726052215H	726052215,	7264840356-5 B
H5400	06/03/15	CIT06	CITY OF LIVERMORE SEWER	39.70	.00	39.70	ATL052015H	ATL052015,	139399-00 ATLA
H5401	06/03/15	CIT07	CITY OF LIVERMORE - WATER	39.70	.00	39.70	361052015H	361052015,	139361-00, ATL
H5402	06/02/15	CIT07	CITY OF LIVERMORE - WATER	124.48	.00	124.48	124.48H	388051915,	139388-00 ATL
H5403	06/02/15	CIT07	CITY OF LIVERMORE - WATER	62.51	.00	62.51	430051915H	430051915,	138430-01 ATL
H5404	06/02/15	CIT07	CITY OF LIVERMORE - WATER	224.50	.00	224.50	431051915H	431051915,	138431-00 ATL
H5405	06/02/15	CIT07	CITY OF LIVERMORE - WATER	26.65	.00	26.65	432051915H	432051915,	138432-00 ATL
H5406	06/03/15	CAL04	CALIFORNIA WATER SERVICE	69.40	.00	69.40	198051915H	198051915,	0198655555, BU
H5407	06/05/15	MOC01	DENNIS MOCHON	103.70	.00	103.70	MAY2015H	MAY 2015	TRAVEL REIMBURSE
H5408	06/05/15	PAC02	PACIFIC GAS AND ELECTRIC	886.93	.00	886.93	900051515H	900051515,	9007202117-4 M
H5409	06/05/15	AME06	AMERICAN FIDELITY ASSURAN	1061.66	.00	1061.66	FSA06-201H	FSA06-2015,	FLEX SPENDING
H5410	06/05/15	DEL05	ALLIED ADMIN/DELTA DENTAL	1848.25	.00	1848.25	JUL-15H	JUL-15	DENTAL BENEFITS
H5411	06/17/15	CAL04	CALIFORNIA WATER SERVICE	85.76	.00	85.76	575060115H	575060115	#5755555555 CON
H5412	06/17/15	CAL04	CALIFORNIA WATER SERVICE	85.76	.00	85.76	475060115H	475060115	#4755555555 MOA
H5413	06/17/15	CAL04	CALIFORNIA WATER SERVICE	64.32	.90	64.32	257060115H	257060115	#257555555555 TC
H5414	06/05/15	TAX91	VIVIAN MARIE MILLER	163.20	.00	163.20	4/6-5/23/H	4/6-5/23/15	PARA TAXI REI
H5415	06/05/15	TAX53	ROBERTA ISHMAEL	232.58	.00	232.58	2/23-4/8/H	2/23-4/8/15	PARA TAXI REI
H5416	06/05/15	TX116	JACQUELINE POPE-JENKINS	262.65	.00	262.65	3/3-5/26/H	3/3-5/26/15	PARA TAXI REI
H5417	06/05/15	TAX32	SUE TSANG	28.26	.00	28.26	4/15-5/5/H	4/15-5/5/15	PARA TAXI REI
H5418	06/05/15	INT05	INTERSTATE OIL COMPANY	18601.41	.00	18601.41	D29767A-IH	D29767A-IN	PO5137, DIESEL
H5419	06/19/15	CAL04	CALIFORNIA WATER SERVICE	64.32	.00	64.32	275060115H	275060115,	TC FIRE
H5420	06/19/15	CAL04	CALIFORNIA WATER SERVICE	35.85	.00	35.85	361060215H	361060215,	TC WATER
H5421	06/19/15	CAL04	CALIFORNIA WATER SERVICE	57.66	.00	57.66	461060215H	461060215,	TC IRRIGATION
H5422	06/19/15	BAN03	BANKCARD CENTER	1319.08	.00	1319.08	MAY2015H	MAY2015,	BANK CARD CHARGE
H5423	06/19/15	MTM01	MEDICAL TRANSPORTATION MA	4711.00	.00	4711.00	MTM-11202H	MTM-112020,	DAR TICKET RE
H5424	06/12/15	PER01	PERS	5436.23	.00	5436.23	20150612CH	20150612C	CALPERS RETIREM
H5425	06/12/15	PER01	PERS	1174.68	.00	1174.68	20150610NH	20150610N	CALPERS RETIREM
H5426	06/12/15	PER04	CALPERS RETIREMENT SYSTEM	307.69	.00	307.69	20150612H	20150612,	PERS - 457 5/22
H5427	06/12/15	DIR02	DIRECT DEPOSIT OF PAYROLL	29306.48	.00	29306.48	20150612H	20150612,	DIRECT DEPOSIT

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
H5428	06/12/15	EMP01	EMPLOYMENT DEVEL DEPT	1782.97	.00	1782.97	20150612H	20150612, STATE INCOME TA
H5429	06/12/15	EFT01	ELECTRONIC FUND TRANSFERS	5692.64	.00	5692.64	20150612H	20150612, FIT, FICA, MEDI
H5430	06/19/15	PAC02	PACIFIC GAS AND ELECTRIC	1530.76	.00	1530.76	606060215H	606060215, PG&E SATELLITE
H5431	06/19/15	PAC02	PACIFIC GAS AND ELECTRIC	7302.43	.00	7302.43	580060315H	580060315, PG&E MOA ELECT
H5432	06/19/15	WHI06	LINDA WHITE	29.68	.00	29.68	JUNE2015H	JUNE 2015 EXPENSE REIMBUR
H5433	06/15/15	MVT01	MV TRANSPORTATION, INC.	320220.00	.00	320220.00	61099H	61099 INSTALLMENT #1 JUNE
H5434	06/19/15	NEL01	NELSON\NYGAARD CONSULTING	15818.75	.00	15818.75	64173H	64173, COA CONSULTING MAY
H5435	06/19/15	USB01	U S BANK	7361.08	.00	7361.08	MAY 15H	MAY15, MAY 2015 BANK CARD
H5436	06/19/15	STA13	STAPLES CREDIT PLAN	500.35	.00	500.35	MAY2015H	MAY2015 SUPPLIES
H5437	06/19/15	CIT07	CITY OF LIVERMORE - WATER	59.05	.00	59.05	430061615H	430061615, ATLANTIS INDOO
H5438	06/19/15	CIT07	CITY OF LIVERMORE - WATER	26.65	.00	26.65	432061617H	432061617, ATLANTIS FIRE
H5439	06/19/15	CIT07	CITY OF LIVERMORE - WATER	129.43	.00	129.43	431061615H	431061615, ATLANTIS IRRIG
H5440	06/19/15	CIT07	CITY OF LIVERMORE - WATER	121.97	.00	121.97	388061615H	388061615, ATLANTIS BUS W
H5441	06/19/15	TAX96	THOMAS R. LEONARD	154.75	.00	154.75	4/30-6/4H	4/30-6/4/2015 PARA-TAXI R
H5442	06/19/15	TAX91	VIVIAN MARIE MILLER	50.15	.00	50.15	5/22-6/10H	5/22-6/10/2015 PARA-TAXI
H5443	06/19/15	TAX72	JUSTIN HART	150.66	.00	150.66	MAY 2015H	MAY 2015 PARA-TAXI REIMBU
H5444	06/19/15	TAX98	ROHAN NG	200.00	.00	200.00	MAY 2015H	MAY 2015 PARA-TAXI REIMBU
H5446	06/30/15	CIT07	CITY OF LIVERMORE - WATER	60.30	.00	60.30	361061615H	361061615 #139361 ATL REC
H5447	06/30/15	CIT07	CITY OF LIVERMORE - WATER	39.70	.00	39.70	399061615H	399061615 #139399-00 ATL
H5448	06/26/15	EFT01	ELECTRONIC FUND TRANSFERS	5758.72	.00	5758.72	20150626H	20150626, FIT, MEDICARE,
H5449	06/26/15	EMP01	EMPLOYMENT DEVEL DEPT	1809.45	.00	1809.45	20150626H	20150626, SIT, SDI, PAY P
H5450	06/26/15	DIR02	DIRECT DEPOSIT OF PAYROLL	29220.48	.00	29220.48	20150626H	20150626, DIRECT DEPOSIT
H5451	06/26/15	PER04	CALPERS RETIREMENT SYSTEM	307.69	.00	307.69	20150626H	20150626, PERS - 457 PAY
H5452	06/26/15	PER01	PERS	5436.23	.00	5436.23	20150626CH	20150626C, PERS Retire-CL
H5453	06/26/15	PER01	PERS	1174.68	.00	1174.68	20150626NH	20150626N, PERS Retire-NEW
H5454	06/30/15	MTM01	MEDICAL TRANSPORTATION MA	5194.00	.00	5194.00	MTM112021H	MTM112021, DAR TICKET REI
H5455	06/18/15	STA01	STATE COMPENSATION FUND	1239.92	.00	1239.92	JULY2015H	JULY2015, JULY WC POLICY
H5456	06/30/15	MVT01	MV TRANSPORTATION, INC.	320220.00	.00	320220.00	61102H	61102 INSTALLMENT#2 JUNE
H5457	06/30/15	BID01	DON BIDDLE	300.00	.00	300.00	JUNE2015H	JUNE2015 BOD STIPENDS JUN
H5458	06/30/15	BRO03	KARLA SUE BROWN	200.00	.00	200.00	JUNE2015H	JUNE2015, BOD STIPENDS JU
H5459	06/30/15	HAG01	SCOTT HAGGERTY	200.00	.00	200.00	JUNE2015H	JUNE2015, BOD STIPENDS JU
H5460	06/30/15	HAU01	DAVID HAUBERT	100.00	.00	100.00	JUNE2015H	JUNE2015, BOD STIPENDS JU
H5461	06/30/15	PEN01	JERRY PENTIN	200.00	.00	200.00	JUNE2015H	JUNE2015, BOD STIPENDS JU
H5462	06/30/15	SPE04	STEVEN G. SPEDOWFSKI	200.00	.00	200.00	JUNE2015H	JUNE2015, BOD STIPENDS JU
H5463	06/30/15	TUR01	LAUREEN TURNER	100.00	.00	100.00	JUNE2015H	JUNE2015, BOD STIPENDS JU
H5464	06/30/15	EDW01	TAMARA EDWARDS	29.05	.00	29.05	JUNE2015H	JUNE2015, JUNE 2015 EXPEN
H5465	06/30/15	TAX53	ROBERTA ISHMAEL	88.05	.00	88.05	5/27-6/10H	5/27-6/10/15 PARA TAXI RE
018238	06/15/15	PLE09	PLEASANTON DOWNTOWN ASSOC	-100.00	.00	-100.00	SPG2015FMu	Ck# 018238 Reversed
018515	06/05/15	ANT01	ANTAI SOLUTIONS, LLC	1875.00	.00	1875.00	1439	1439, PO5167 CLIPPER NETW
018516	06/05/15	ATT03	AT&T	889.77	.00	889.77	831307720	8313077203, #171795761505

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
018517	06/05/15	CAL05	CALTEST LABS	781.25	.00	781.25	543255	543255 PO5171 ANNUAL COMP
018518	06/05/15	CIT06	CITY OF LIVERMORE SEWER	176.78 93.45	.00 .00	176.78 93.45	BW051915 MOA051915	BW051915, #138143-00 MOA MOA051915, #133294-00
			Check Total.....:	270.23	.00	270.23		
018519	06/05/15	CIT08	CITY OF FOSTER CITY	250.00	.00	250.00	9181	9181 JOB POSTING ON CALOP
018520	06/05/15	CLA02	CLARK PEST CONTROL	90.00	.00	90.00	17017436	17017436, PEST CONTROL AT
018521	06/05/15	COR01	CORBIN WILLITS SYSTEMS	65.00 239.45	.00 .00	65.00 239.45	B50515 B505151	B50515, INSTALL MOM ON WO B505151, MOM/SW/JUNE 2015
			Check Total.....:	304.45	.00	304.45		
018522	06/05/15	HAN01	HANSON BRIDGETT MARCUS	34.50 1918.50	.00 .00	34.50 1918.50	1142076 1142077	1142076 LEGAL - REAL PROP 1142077 LEGAL - ADMINCE &
			Check Total.....:	1953.00	.00	1953.00		
018523	06/05/15	ING01	INGERSOLL RAND COMPANY	530.87	.00	530.87	30452810	30452810, PO5132, PUMP RE
018524	06/05/15	JTH01	J. THAYER COMPANY	86.50	.00	86.50	949962-0	949962-0, OFFICE SUPPLIES
018525	06/05/15	LIV10	LIVERMORE SANITATION INC	2247.48	.00	2247.48	620878	6620878 MOA DUMPSTERS MAY
018526	06/05/15	MUT01	MUTUAL OF OMAHA	990.56	.00	990.56	6801283	6801283 LIFE, AD&D, LTD J
018527	06/05/15	OFF02	OFFICETEAM	1847.20 1847.20	.00 .00	1847.20 1847.20	43052241 43103575	43052241 TEMP STAFFING PO 43103575 PO5131 TEMP ADMI
			Check Total.....:	3694.40	.00	3694.40		
018528	06/05/15	RCO01	R COMPUTERS	2967.36	.00	2967.36	504055	504055, VMWARE SUPPORT CO
018529	06/05/15	SHA02	SHAMROCK OFFICE SOLUTIONS	218.90	.00	218.90	213654	213654 PO5169 ANN MAINT A
018530	06/05/15	STA12	THE STANDARD	1271.39	.00	1271.39	JUNE2015	JUNE2015,LIFE INSURANCE
018531	06/05/15	TAX60	ANNA FONG	46.75	.00	46.75	4/28-5/11	4/28-5/11/15 PARA TAXI RE
018532	06/05/15	TX115	LARRY MENDEZ	43.00	.00	43.00	4/13-4/16	4/13-4/16/15 PARA TAXI RE
018533	06/05/15	TX118	EVELYN NUNEZ	13.60	.00	13.60	3/3/15	3/3/15 PARA TAXI REIMBURS
018534	06/05/15	TX119	OLGA PRINZ	60.99	.00	60.99	3/24-5/27	3/24-5/27/15 PARA TAXI RE
018535	06/05/15	TX120	JAMES MASON	40.00	.00	40.00	2/3/15	2/3/15 PARA TAXI REIMBURS
018536	06/05/15	TX121	STEVE MCCREE	30.00	.00	30.00	5/28/15	5/28/15 PARA TAXI REIMBUR
018537	06/19/15	AIM01	AIM TO PLEASE JANITORIAL	10889.14 200.00 10889.14	.00 .00 .00	10889.14 200.00 10889.14	73069 73070 73071	73069 APRIL 2015 BUS STOP 73070, WINDOW CLEANING RU 73071 MAY 2015 BUS STOP C
			Check Total.....:	21978.28	.00	21978.28		
018538	06/19/15	AVI01	AMADOR VALLEY INDUSTRIES	311.71	.00	311.71	498974	498974, MAY 2015 BUS STOP
018539	06/19/15	CAL13	CALIFORNIA TRANSIT	2502.28	.00	2502.28	06-2015	06-2015, MAY 2015 INSURAN
018540	06/19/15	CAL15	CALTRONICS BUSINESS SYS	394.79	.00	394.79	1793852	1793852, BIZHUB MAINT 5/8
018541	06/19/15	CHR02	RONDAL MEUSER	65.40	.00	65.40	9587	9587, BUSINESS CARDS JAN
018542	06/19/15	CIT01	CITY OF LIVERMORE	791.39	.00	791.39	LAVTA0506	LAVTA0506152nNOV, FOLLOW
018543	06/19/15	CIT06	CITY OF LIVERMORE SEWER	39.70	.00	39.70	TC060915	TC060915, TC SEWER APRIL
018544	06/19/15	DAI01	ALLIANT INSURANCE SERVICE	20618.78	.00	20618.78	1031516	1031516,ALL RISK LIABILIT
018545	06/19/15	DIR01	DIRECT TV	13.00	.00	13.00	260112925	26011292588 DIRECT TV PO5
018546	06/19/15	EME01	EMERALD LANDSCAPE CO INC	1155.00	.00	1155.00	260210	260210, LANDSCAPE MAINT J
018547	06/19/15	FAS01	FASTSIGNS	164.26	.00	164.26	DUB84863	DUB84863, BANNER - ALAMED
018548	06/19/15	GIL01	GILLIG LLC	719.93	.00	719.93	40121538	40121538, MODULE PROGRAMM

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
018549	06/19/15	GSG01	GSGC INC	1328.92	.00	1328.92	06194-15	06194-15, JANITORIAL SVC
				591.66	.00	591.66	06195-15	06195-15, JANITORIAL SUPP
			Check Total.....:	1920.58	.00	1920.58		
018550	06/19/15	KKI01	ALPHA MEDIA II LLC	1875.00	.00	1875.00	IN-115057	IN-1150575511, ADS WINE F
018551	06/19/15	LIV04	LIVERMORE CHAMBER	405.00	.00	405.00	11529	11529, MEMBER INVESTMENT
018552	06/19/15	LIV10	LIVERMORE SANITATION INC	147.87	.00	147.87	621515	621515 ATLANTIS DEBRIS BO
018553	06/19/15	MRM06	MR ROOTER PLUMBING	140.00	.00	140.00	30838	30838, CLEARED PUBLIC TOI
018554	06/19/15	OFF01	OFFICE DEPOT	116.91	.00	116.91	773923798	773923798001 OFFICE SUPPL
				210.21	.00	210.21	774345698	774345698001, OFFICE SUPP
				39.38	.00	39.38	774345894	774345894001, OFFICE SUPP
			Check Total.....:	366.50	.00	366.50		
018555	06/19/15	OFF02	OFFICETEAM	1108.32	.00	1108.32	43143709	43143709, TEMP STAFFING P
				369.44	.00	369.44	43153364	43153364, TEMP STAFFING P
				1847.20	.00	1847.20	43203301	43203301, TEMP STAFFING -
			Check Total.....:	3324.96	.00	3324.96		
018556	06/19/15	PAC01	AT&T	32.33	.00	32.33	CFA060715	CFA060715, CONTRACTOR FIR
018557	06/19/15	PAC11	PACIFIC ENVIROMENTAL SERV	120.00	.00	120.00	2005845	2005845, RUTAN UNDGRD STO
				120.00	.00	120.00	2005846	2005846, ATLANTIS UDRGRD
			Check Total.....:	240.00	.00	240.00		
018558	06/19/15	PRO02	PROFESSIONAL ELECTRIC	1944.60	.00	1944.60	1438	1438, REPAIR LIGHTS IN SH
018559	06/19/15	QUI01	QUILL CORPORATION	38.65	.00	38.65	21664	21664 OFFICE SUPPLIES
				90.84	.00	90.84	21665	21665, OFFICE SUPPLIES
			Check Total.....:	129.49	.00	129.49		
018560	06/19/15	SCF01	SC FUELS	18936.81	.00	18936.81	2775657	2775657, PO 5107, DIESEL
				17618.37	.00	17618.37	2791196	2791196, DIESEL FUEL DELI
				16759.88	.00	16759.88	2795618	2795618, DIESEL DELIVERY
			Check Total.....:	53315.06	.00	53315.06		
018561	06/19/15	SHA02	SHAMROCK OFFICE SOLUTIONS	67.42	.00	67.42	214646	214646, MOA RECEPTION PRI
				9.08	.00	9.08	215215	215215, RUTAN PER COPY CH
			Check Total.....:	76.50	.00	76.50		
018562	06/19/15	TAX60	ANNA FONG	66.30	.00	66.30	5/18-6/8/	5/18-6/8/2015 PARA-TAXI R
018563	06/19/15	TX106	SAROJA IYER	161.50	.00	161.50	4/17-5/15	4/17-5/15/15 PARA TAXI RE
018564	06/19/15	VIS02	VISION INTERNET	1000.00	.00	1000.00	30473	30473 CMS TRAINING PO4874
018565	06/30/15	ANY01	ANYPROMO.COM	-255.00	.00	-255.00	CM31185C	CM31185, ST PAT'S DAY INV
				-223.38	.00	-223.38	CM31186C	CM31186, ST PAT'S DAY INV
				-220.50	.00	-220.50	CM31187C	CM31187, ST PAT'S DAY INV
				577.23	.00	577.23	SA542464	SA542464, ST PAT'S DAY IT
				637.98	.00	637.98	CV5032115	CV5032115, ST PAT'S DAY I
				353.38	.00	353.38	CV5033030	CV5033030, ST PAT'S DAY I
			Check Total.....:	869.71	.00	869.71		
018566	06/30/15	ATT02	AT&T	813.30	.00	813.30	6700511	6700511,9252948198279 SUM
				266.17	.00	266.17	6700512	6700512, PRI LINE
			Check Total.....:	1079.47	.00	1079.47		
018567	06/30/15	ATT03	AT&T	889.87	.00	889.87	767618820	7676188202, #171-795-7615
018568	06/30/15	CAS01	LAVTA	116.69	.00	116.69	6/17/14-6	6/17/14-6/17/15 PETTY CAS
018569	06/30/15	CAS02	LISETH CASTRO	24.90	.00	24.90	FY15MILEA	FY15MILEAGE REIMBURSEMENT
018570	06/30/15	CHR02	RONDAL MEUSER	65.70	.00	65.70	9606	9606, BUSINESS CARDS ANGE
018571	06/30/15	CIT06	CITY OF LIVERMORE SEWER	176.78	.00	176.78	BW061615	BW061615,13814300 MOA BUS

LAVTA
 Cash Disbursement Detail Report
 Check Listing for 06-15 Bank Account.: 105

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
018571	06/30/15	CIT06	CITY OF LIVERMORE SEWER	138.84	.00	138.84	MOA061615	MOA061615, MOA SEWERS/19-
			Check Total.....:	315.62	.00	315.62		
018572	06/30/15	CLA02	CLARK PEST CONTROL	90.00 92.00	.00 .00	90.00 92.00	17119993 17496203	17119993,ACCT 20040089 PE 17496203,ACCT #1152276, P
			Check Total.....:	182.00	.00	182.00		
018573	06/30/15	FAS01	FASTSIGNS	273.59	.00	273.59	DUB84890	DUB84890, NO SMOKING SIGN
018574	06/30/15	FED01	FedEx	42.55	.00	42.55	506975685	5-069-75685, FEDEX SHIPPI
018575	06/30/15	GAN01	GANNETT FLEMING COMPANIES	6855.38	.00	6855.38	41539	055156.07*41539, DUBLIN B
018576	06/30/15	GRA01	GRANDFLOW INC	414.22	.00	414.22	132122	132122 PO5230 (2500) A-P
018577	06/30/15	JTH01	J. THAYER COMPANY	122.36	.00	122.36	954650	954650, OFFICE SUPPLIES
018578	06/30/15	KAT02	KATRINA THOMAS PHOTOGRAPH	4300.00	.00	4300.00	LAVTA	LAVTA, 2 DAY PHOTO SHOOT
018579	06/30/15	KOF01	KOFF & ASSOCIATES	880.00	.00	880.00	2576	2576 RESEARCH SALARY BAND
018580	06/30/15	NEL03	NELSON	746.66	.00	746.66	6068421	6068421 ON BOARD SURVEYS
018581	06/30/15	OFF02	OFFICETEAM	1847.20 1847.20	.00 .00	1847.20 1847.20	43254639 43305950	43254639, TEMP STAFFING - 43305950, TEMP STAFFING A
			Check Total.....:	3694.40	.00	3694.40		
018582	06/30/15	PAC01	AT&T	68.53 240.75	.00 .00	68.53 240.75	ATA061315 ATT061115	ATA06131, 9252439029, ATL ATT061115, ATLANTIS T-1 6
			Check Total.....:	309.28	.00	309.28		
018583	06/30/15	PAC16	PACIFIC COAST TRANE	464.00	.00	464.00	S74629	S74629 RUTAN HVAC SVC PO5
018584	06/30/15	PLA02	PLANETERIA MEDIA LLC	17200.00	.00	17200.00	13152	13152, WEBSITE REDESIGN
018585	06/30/15	PLE10	STRETCH RUN	2698.00	.00	2698.00	92754	92754, TIRE CADDY PO5193
018586	06/30/15	PLU01	THE PLUS GROUP INC	1000.08	.00	1000.08	3783	3783, ON BOARD SURVEYS PO
018587	06/30/15	RHT01	R.H. TINNEY, INC.	248.50	.00	248.50	2367S-IN	2367S-IN SERVICE CALL RUT
018588	06/30/15	ROB06	ROBERT HALF MANAGEMENT RE	4456.25 3680.00	.00 .00	4456.25 3680.00	43251789 43304618	43251789, TEMP STAFF - G 43304618, TEMP STAFF - GR
			Check Total.....:	8136.25	.00	8136.25		
018589	06/30/15	SCF01	SC FUELS	17124.70 17342.56 17246.26	.00 .00 .00	17124.70 17342.56 17246.26	2802065 2805473 2809497	2802065, DIESEL FUEL DELI 2805473, DIESEL FUEL DELI 2809497 PO5101/5107 DIESE
			Check Total.....:	51713.52	.00	51713.52		
018590	06/30/15	SHA02	SHAMROCK OFFICE SOLUTIONS	10.90	.00	10.90	211134	211134 TONER FOR ADMIN CO
018591	06/30/15	TOL06	TOLAR MFR CO INC	18178.38	.00	18178.38	11118	11118, REPLACEMENT SHELTE
018592	06/30/15	TRA10	TRANSIT INFORMATION PROD.	163.50	.00	163.50	12142	12142, BUS SCHED REVISE P
018593	06/30/15	TX106	SAROJA IYER	88.00	.00	88.00	5/18-6/11	5/18-6/11/15 PARA TAXI RE
018594	06/30/15	TX122	VERN STEEN	57.45	.00	57.45	6/9-6/18/	6/9-6/18/15 PARA TAXI REI
018595	06/30/15	VIR01	VIRGINA DEPARTMENT OF TAX	10.00	.00	10.00	67852	67852,WITHHOLDING TAX PEN
018596	06/30/15	VIS02	VISION TECHNOLOGY SOLUTIO	1458.60	.30	1458.60	30330	30330 6 MONTHS WEB HOSTIN
H5390A	06/05/15	MTM01	MEDICAL TRANSPORTATION MA	8120.00	.00	8120.00	MTM112019H	MTM-112019 DAR TICKET REI
H5390B	06/05/15	MTM01	MEDICAL TRANSPORTATION MA	124005.87	.00	124005.87	APRIL2015H	APRIL2015, APRIL 2015 PAR
H5445A	06/19/15	TAX67	CHRISTEL RAGER	112.25	.00	112.25	5/19-5/27H	5/19-5/27/2015 PARA-TAXI
H5445B	06/19/15	TX113	RODGER RAGER	218.90	.00	218.90	4/30-5/19H	4/30-5/19/2015 PARA-TAXI
			Cash Account Total.....:	1287761.06	.00	1287761.06		
			Total Disbursements.....:	1287761.06	.00	1287761.06		

S T A F F R E P O R T

SUBJECT: Treasurer's Report for July2015- Preliminary
 FROM: Tamara Edwards, Finance and Grants Manager
 DATE: August 25, 2015

Action Requested

Review and approve the LAVTA Treasurer's Report for July2015.

Discussion

Cash accounts:

Our petty cash account (101) continues to carry a balance of \$500, 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 July1, 2015	\$6,796,707.71
Payments made	\$1,415,545.24
Deposits made	\$678,381.28
Ending balance July 31, 2015	\$6,059,543.75

Farebox account activity (106):

Beginning balance July1, 2015	\$12,946.51
Deposits made	\$81,404.06
Ending balance July 31, 2015	\$94,350.57

LAIF investment account activity (135):

Beginning balance July1, 2015	\$2,140,181.55
FY 15 Q4 Interest	\$1512.46
Ending balance July 31, 2015	\$2,141,694.01

Operating Expenditures Summary:

As this is the first 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 8.33%. The agency is at 8.30% overall.

Operating Revenues Summary:

While expenses are at 8.3%, revenues (also without final accruals) are at 1.4%, however FY16 revenues are expected in shortly and the agency has excess revenues from FY15 to carry us through.

Recommendation

Staff recommends submitting the attached July 2015 Treasurer's Report to the Board for approval.

Attachments:

1. July 2015 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
July 31, 2015**

ASSETS:

101 PETTY CASH	500
102 TICKET SALES CHANGE	240
105 CASH - GENERAL CHECKING	6,059,544
106 CASH - FIXED ROUTE ACCOUNT	94,350
120 ACCOUNTS RECEIVABLE	(376,846)
135 INVESTMENTS - LAIF	2,141,694
150 PREPAID EXPENSES	(24)
160 OPEB ASSET	247,104
170 INVESTMENTS HELD AT CALTIP	200,067
111 NET PROPERTY COSTS	48,078,345

TOTAL ASSETS**56,444,973****LIABILITIES:**

205 ACCOUNTS PAYABLE	223,717
211 PRE-PAID REVENUE	1,363,916
22000 FEDERAL INCOME TAXES PAYABLE	2,245
22010 STATE INCOME TAX	563
22020 FICA MEDICARE	278
22050 PERS HEALTH PAYABLE	0
22040 PERS RETIREMENT PAYABLE	165
22030 SDI TAXES PAYABLE	87
22070 AMERICAN FIDELITY INSURANCE PAYABLE	132
22090 WORKERS' COMPENSATION PAYABLE	17,198
22100 PERS-457	0
22110 Direct Deposit Clearing	0
23103 INSURANCE CLAIMS PAYABLE	112,612
23102 UNEMPLOYMENT RESERVE	20,000

TOTAL LIABILITIES**1,740,915****FUND BALANCE:**

301 FUND RESERVE	6,061,017
304 GRANTS, DONATIONS, PAID-IN CAPITAL	48,078,345
30401 SALE OF BUSES & EQUIPMENT	56,215
FUND BALANCE	508,482

TOTAL FUND BALANCE**54,704,059****TOTAL LIABILITIES & FUND BALANCE****56,444,974**

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
July 31, 2015**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,603,894	0	112,242	1,491,652	7.0%
4020000	Business Park Revenues	141,504	0	0	141,504	0.0%
4020500	Special Contract Fares	195,001	0	0	195,001	0.0%
4020500	Special Contract Fares - Paratransit	33,600	0	0	33,600	0.0%
4010200	Paratransit Passenger Fares	155,050	0	19,161	135,889	12.4%
4060100	Concessions	38,500	0	1,729	36,771	4.5%
4060300	Advertising Revenue	115,000	0	95,000	20,000	82.6%
4070400	Miscellaneous Revenue-Interest	2,000	0	0	2,000	0.0%
4070300	Non transportation revenue	0	0	0	-	100.0%
4090100	Local Transportation revenue (TFCA RTE E	126,250	0	0	126,250	100.0%
4099100	TDA Article 4.0 - Fixed Route	9,476,889	0	0	9,476,889	0.0%
4099500	TDA Article 4.0-BART	85,033	0	0	85,033	0.0%
4099200	TDA Article 4.5 - Paratransit	129,379	0	0	129,379	0.0%
4099600	Bridge Toll- RM2	-	0	0	-	#DIV/0!
4110100	STA Funds-Paratransit	49,123	0	0	49,123	0.0%
4110500	STA Funds- Fixed Route BART	537,422	0	0	537,422	0.0%
4110100	STA Funds-pop	884,220	0	0	884,220	0.0%
4110100	STA Funds- rev	199,577	0	0	199,577	0.0%
4110100	STA Funds- Lifeline	194,324	0	0	194,324	0.0%
4130000	FTA Section 5307 Preventative Maint.	-	0	0	-	#DIV/0!
4130000	FTA Section 5307 ADA Paratransit	340,965	0	0	340,965	0.0%
4130000	FTA 5304	-	0	0	-	#DIV/0!
4130000	FTA JARC and NF	74,517	0	0	74,517	0.0%
4130000	FTA 5311	43,683	0	0	43,683	0.0%
4640500	Measure B Gap	-	0	0	-	#DIV/0!
4640500	Measure B Express Bus	-	0	0	-	#DIV/0!
4640100	Measure B Paratransit Funds-Fixed Route	867,343	0	0	867,343	0.0%
4640100	Measure B Paratransit Funds-Paratransit	164,161	0	0	164,161	0.0%
4640200	Measure BB Paratransit Funds-Fixed Route	648,000	0	0	648,000	0.0%
4640200	Measure BB Paratransit Funds-Paratransit	277,910	0	0	277,910	0.0%
TOTAL REVENUE		16,383,345	0	228,132	16,155,213	1.4%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
July 31, 2015**

	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02 Salaries and Wages	\$1,293,880	\$0	\$103,010	\$1,190,870	7.96%
502 00 Personnel Benefits	\$686,556	\$0	\$65,989	\$620,567	9.61%
503 00 Professional Services	\$580,806	\$0	\$20,468	\$560,338	3.52%
503 05 Non-Vehicle Maintenance	\$489,090	\$0	\$46,510	\$440,380	9.51%
503 99 Communications	\$10,500	\$0	(\$23)	\$5,023	-0.22%
504 01 Fuel and Lubricants	\$1,541,300	\$0	\$58,070	\$1,483,230	3.77%
504 03 Non contracted vehicle maintenance	\$2,500	\$0	\$113	\$2,388	4.50%
504 99 Office/Operating Supplies	\$53,000	\$0	\$1,387	\$51,613	2.62%
504 99 Printing	\$60,000	\$0	\$11	\$59,989	0.02%
505 00 Utilities	\$264,300	\$0	\$2,142	\$262,158	0.81%
506 00 Insurance	\$536,162	\$0	\$164,272	\$371,890	30.64%
507 99 Taxes and Fees	\$152,000	\$0	\$9,250	\$142,750	6.09%
508 01 Purchased Transportation Fixed Route	\$8,855,346	\$0	\$714,260	\$8,180,686	8.07%
2-508 01 Purchased Transportation Paratransit	\$1,608,930	\$0	\$142,703	\$1,466,227	8.87%
509 00 Miscellaneous	\$66,975	\$0	\$29,457	\$36,063	43.98%
509 02 Professional Development	\$49,000	\$0	\$0	\$49,000	0.00%
509 08 Advertising	\$133,000	\$0	\$1,713	\$131,287	1.29%
TOTAL	\$16,383,345	\$0	\$1,359,332	\$15,054,458	8.30%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
July 31, 2015**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
4090594	TDA (office and facility equip)	27,000	0	0	27,000	0.00%
4090194	TDA Shop repairs and replacement	21,800	0	0	21,800	0.00%
4091794	Bus stop improvements	-	0	0	0	#DIV/0!
4090994	Radio upgrades	-	0	0	0	#DIV/0!
	TDA 511 Integration	-	0	0	0	#DIV/0!
	TDA Bus replacement	3,616,700	0	0	3,616,700	0.00%
	TDA IT Upgrades and Replacements	114,500	0	0	114,500	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092093	TDA prior year (Major component rehab)	120,000	0	0	120,000	0.00%
4111700	PTMISEA Shelters and Stops	125,000	0	0	125,000	0.00%
	Prob 1B Security upgrades	36,696	0		36,696	0.00%
	PTMISEA Bus Replacement	609,778	0	0	609,778	0.00%
	PTMISEA Transit Center Improvements	125,625	0	0	125,625	0.00%
	PTMISEA Office improvements	179,069	0	0	179,069	0.00%
	PTMISEA Shop Repairs	178,000	0	0	178,000	0.00%
	FTA Bus replacements	12,431,200	0	0	12,431,200	0.00%
	TOTAL REVENUE	17,685,368	-	-	17,685,368	0.00%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
 CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
 FOR THE PERIOD ENDING:
 July 31, 2015**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550107	Shop Repairs and replacement	199,800	0	5,965	193,835	2.99%
5550207	New MOA Facility (Satelite Facility)	-	0	0	0	#DIV/0!
5550407	BRT	-	0	0	0	#DIV/0!
	Transit Center Upgrades and Improvements	125,625	0	0	125,625	0.00%
5550507	Office and Facility Equipment	206,069	0	0	206,069	0.00%
5550907	IT Upgrades and replacement	114,500	0	0	114,500	0.00%
555??07	Transit Capital	100,000	0	0	100,000	0.00%
5552407	Security upgrades	36,696	0	0	36,696	0.00%
5551707	Bus Shelters and Stops	125,000	0	0	125,000	0.00%
5552007	Major component rehab	120,000	0	0	120,000	0.00%
	Bus replacement	16,657,678	0	0	16,657,678	0.00%
	TOTAL CAPITAL EXPENDITURES	17,685,368	0	5,965	17,679,403	0.03%
	FUND BALANCE (CAPITAL)	0.00	0	(5,965)		
	FUND BALANCE (CAPTIAL & OPERATING)	0.00	0	(1,137,686)		

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

www.treasurer.ca.gov/pmia-laif/laif.asp
August 03, 2015

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

PMIA Average Monthly Yields

Account Number:
80-01-002

Tran Type Definitions

July 2015 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2015	7/14/2015	QRD	1472639	SYSTEM	1,512.46

Account Summary

Total Deposit:	1,512.46	Beginning Balance:	2,139,599.51
Total Withdrawal:	0.00	Ending Balance:	2,141,111.97

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
H5466	07/02/15	PAC02	PACIFIC GAS AND ELECTRIC	646.36	.00	646.36	980061615H	980061615, 9800031052-8,
H5467	07/03/15	PAC02	PACIFIC GAS AND ELECTRIC	771.23	.00	771.23	900061615H	900061615, 9007202117-4,
H5468	07/02/15	PAC02	PACIFIC GAS AND ELECTRIC	176.13	.00	176.13	764061515H	764061515, 7649646868-7 D
H5469	07/02/15	CAL04	CALIFORNIA WATER SERVICE	57.66	.00	57.66	019061815H	019061815 198655555, MOA
H5470	07/02/15	CAL04	CALIFORNIA WATER SERVICE	428.93	.00	428.93	909061815H	909061815 9098655555 MOA
H5471	07/02/15	PAC02	PACIFIC GAS AND ELECTRIC	562.99	.00	562.99	726062315H	726062315 #7264840356-5 B
H5472	07/02/15	MOC01	DENNIS MOCHON	100.05	.00	100.05	JUNE2015H	JUNE2015, EXPENSES JUNE 2
H5473	07/02/15	OAK01	OAKS BUSINESS PK OWNERS	3606.00	.00	3606.00	3RDQTR201H	3RDQTR2015, 3RD QTR DUES
H5474	07/02/15	MVT01	MV TRANSPORTATION, INC.	54316.89	.00	54316.89	61194H	61194, MAY 2015 SERVICE
H5475	07/02/15	MTM01	MEDICAL TRANSPORTATION MA	120159.33	.00	120159.33	MAY2015H	MAY2015, MAY 2015 DAR SER
H5476	07/02/15	AME06	AMERICAN FIDELITY ASSURAN	453.61	.00	453.61	SUPPL07-2H	SUPPL07-2015, SUPPLEMENTA
H5477	07/02/15	AME06	AMERICAN FIDELITY ASSURAN	1061.66	.90	1061.66	FSA07-201H	FSA07-2015, FLEX SPENDING
H5478	07/02/15	PER03	CAL PUB EMP RETIRE SYSTM	25796.78	.00	25796.78	JULY-15H	JULY-15 PERS HEALTH JULY
H5479	07/17/15	MTM01	MEDICAL TRANSPORTATION MA	4903.50	.00	4903.50	MTM112022H	MTM112022, JUNE 2015 DAR
H5480	07/14/15	VER01	VERIZON WIRELESS	185.67	.00	185.67	974780131H	9747801316, AGENCY CELL PH
H5481	07/15/15	CAL04	CALIFORNIA WATER SERVICE	64.32	.00	64.32	257070120H	25707012015, #2575555555
H5482	07/16/15	CAL04	CALIFORNIA WATER SERVICE	438.61	.00	438.61	461070220H	46107022015, 4616555555 T
H5483	07/16/15	CAL04	CALIFORNIA WATER SERVICE	36.46	.00	36.46	361070220H	36107022015, 3616555555,
H5484	07/15/15	CAL04	CALIFORNIA WATER SERVICE	85.76	.00	85.76	475070120H	47507012015, 4755555555,
H5485	07/15/15	CAL04	CALIFORNIA WATER SERVICE	85.76	.00	85.76	575070120H	57507012015, #5755555555
H5486	07/17/15	MER01	MERCHANT SERVICES	225.75	.00	225.75	MOA063015H	MOA063015, MERCHANT SVC F
H5487	07/17/15	MER01	MERCHANT SERVICES	173.17	.00	173.17	TC063015H	TC063015, MERCHANT SVC FE
H5488	07/17/15	PAC02	PACIFIC GAS AND ELECTRIC	1413.27	.00	1413.27	606070120H	60607012015, #6062256368-
H5489	07/17/15	MAS01	ANTHONY D. MASSA	55.43	.00	55.43	JUNE2015H	JUNE2015, TRAVEL REIMBURS
H5490	07/17/15	SHE05	SHELL	58.90	.00	58.90	JUNE2015H	JUNE 2015 FUEL FOR AGENCY
H5491	07/10/15	DEL05	ALLIED ADMIN/DELTA DENTAL	1848.25	.00	1848.25	AUG-15H	AUG-15, DENTAL BENEFITS A
H5492	07/17/15	PER01	PERS	23787.00	.00	23787.00	FY2015UALH	FY2015UAL, UNFUNDED ACCRU
H5493	07/17/15	PAC02	PACIFIC GAS AND ELECTRIC	7695.14	.00	7695.14	580070220H	58007022015, #5809326332-
H5494	07/17/15	USB01	U S BANK	6232.01	.00	6232.01	JUN 2015H	JUNE 2015 VISA BANK CARD
H5495	07/17/15	INT05	INTERSTATE OIL COMPANY	15595.06	.90	15595.06	D32097A-IH	D32097A-IN DIESEL DEL 7/
H5496	07/15/15	BAN03	BANKCARD CENTER	963.46	.00	963.46	JUNE2015H	JUNE2015 MASTERCARD CHARG
H5497	07/17/15	TX123	OLGA PRINZ	96.26	.00	96.26	5/30-6/20H	5/30-6/20/15 PARA TAXI RE
H5498	07/17/15	TAX53	ROBERTA ISHMAEL	74.80	.00	74.80	7/1-7/2/1H	7/1-7/2/15 PARA TAXI REIM
H5500	07/10/15	PER04	CALPERS RETIREMENT SYSTEM	307.69	.00	307.69	20150710H	20150710, PERS - 457 6/19/
H5501	07/08/15	PER01	PERS	4554.45	.00	4554.45	20150710CH	20150710C, PERS Retirement
H5502	07/10/15	EMP01	EMPLOYMENT DEVEL DEPT	2246.20	.00	2246.20	20150710H	20150710 STATE INCOME TAX
H5503	07/10/15	EFT01	ELECTRONIC FUND TRAFERS	7429.40	.00	7429.40	20150710H	20150710, FIT, MEDICARE,
H5504	07/10/15	STA04	STATE BOARD OF	2275.58	.00	2275.58	QTR4FY15H	QTR4FY15 TAX & LICENSE UN
H5505	07/10/15	STA05	STATE BOARD OF EQUAL	1177.89	.00	1177.89	QTR4-FY15H	QTR4-FY15 TAX & LICENSE F
H5507	07/17/15	TAX72	JUSTIN HART	158.95	.00	158.95	JUNE2015H	JUNE2015, PARA TAXI REIMB

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
H5508	07/17/15	TAX98	ROHAN NG	160.00	.00	160.00	6/1-6/12/H	6/1-6/12/15 PARA TAXI REI
H5509	07/17/15	TAX91	VIVIAN MARIE MILLER	129.41	.00	129.41	6/15-7/6/H	6/15-7/6/15 PARA TAXI REI
H5510	07/17/15	TAX23	CHIAN LING SAW	80.00	.00	80.00	6/24-6/26H	6/24-6/26/15 PARATAXI REI
H5511	07/15/15	MVT01	MV TRANSPORTATION, INC.	329090.00	.00	329090.00	61644H	61644 JULY 2015 INSTALLME
H5512	07/17/15	NEL01	NELSON\NYGAARD CONSULTING	15716.80	.00	15716.80	64488H	64488, COA STUDY 5/31/15-
H5513	07/31/15	PAC02	PACIFIC GAS AND ELECTRIC	180.14	.00	180.14	764071415H	764071415,76496468687,DOO
H5514	07/31/15	INT05	INTERSTATE OIL COMPANY	15336.16	.00	15336.16	D32476A-IH	D32476A-IN DIESEL DELIVER
H5517	07/10/15	DIR02	DIRECT DEPOSIT OF PAYROLL	30868.33	.00	30868.33	20150710H	DIRECT DEPOSIT6/19/15 - 7
H5518	07/31/15	STA13	STAPLES CREDIT PLAN	367.49	.00	367.49	JUNE2015H	JUNE2015 OFFICE SUPPLIES
H5519	07/21/15	MUT01	MUTUAL OF OMAHA	1111.50	.00	1111.50	AUG-15H	AUG-15, LIFE INSURANCE AU
H5520	07/24/15	DIR02	DIRECT DEPOSIT OF PAYROLL	34087.72	.00	34087.72	20150724H	20150724 DIRECT DEPOSIT P
H5521	07/27/15	PER01	PERS	1668.27	.00	1668.27	20150727NH	20150727N,PERS Retirement
H5522	07/27/15	PER01	PERS	4857.05	.00	4857.05	20150727CH	20150727C, PERS Retiremen
H5523	07/27/15	PER04	CALPERS RETIREMENT SYSTEM	307.69	.00	307.69	20150724H	20150724, PERS - 457 7/4-
H5524	07/24/15	EMP01	EMPLOYMENT DEVEL DEPT	2102.27	.00	2102.27	20150724H	20150724, SIT, SDI 7/4-7/
H5525	07/24/15	EFT01	ELECTRONIC FUND TRASFERS	6724.85	.00	6724.85	20150724H	20150724, FIT, MEDICARE,
H5526	07/31/15	MTM01	MEDICAL TRANSPORTATION MA	5960.50	.00	5960.50	MTM112023H	MTM112023 DAR TICKET REIM
H5527	07/31/15	MVT01	MV TRANSPORTATION, INC.	329090.00	.00	329090.00	61645H	61645, INSTALLMENT #2 JUL
H5528	07/31/15	INT05	INTERSTATE OIL COMPANY	15104.35	.00	15104.35	D2662FG-IH	D2662FG-IN, DIESEL DELIVE
H5529	07/31/15	BID01	DON BIDDLE	200.00	.00	200.00	JULY-15H	JULY-15 BOD STIPENDS JULY
H5531	07/31/15	COR03	JAN CORNISH BARCUS	54.03	.00	54.03	072115H	072115, REIMBURSEMENT - M
H5532	07/31/15	HAG01	SCOTT HAGGERTY	200.00	.00	200.00	JULY-2015H	JULY-2015 BOD STIPENDS JU
H5533	07/31/15	TUR01	LAUREN TURNER	100.00	.00	100.00	JULY-15H	JULY-15 BOD STIPENDS JULY
H5534	07/31/15	PEN01	JERRY PENTIN	200.00	.00	200.00	JULY-2015H	JULY-2015 BOD STIPENDS JU
H5535	07/31/15	SPE04	STEVEN G. SPEDOWFSKI	200.00	.00	200.00	JULY-15H	JULY-15, BOD STIPENDS JUL
H5536	07/31/15	HAR01	KEVIN E. HART	100.00	.00	100.00	JULY-15H	JULY-15, BOD STIPENDS JUL
H5537	07/31/15	BRO03	KARLA SUE BROWN	100.00	.00	100.00	JULY-15H	JULY-15 BOD STIPENDS JULY
H5538	07/28/15	PER01	PERS	187.50	.00	187.50	20150728CH	20150728C, PERS Retiremen
H5539	07/31/15	TAX91	VIVIAN MARIE MILLER	109.44	.00	109.44	7/8-7/22/H	7/8-7/22/15 PARA TAXI REI
H5540	07/31/15	TAX58	LARRY JENKINS	256.70	.00	256.70	5/27-7/12H	5/27-7/12/15 PARA TAXI RE
H5541	07/31/15	TAX59	ANITA MARCH	170.85	.00	170.85	1/23/14-1H	1/23/14-12/16/14 PT REIMB
H5542	07/31/15	TAX87	DELORES M. POWLEY	30.20	.00	30.20	5/19-5/29H	5/19-5/29/15 PARA TAXI RE
H5543	07/31/15	TAX96	THOMAS R. LEONARD	159.10	.00	159.10	6/11-7/16H	6/11-7/16/15 PARA TAXI RE
H5544	07/31/15	TX125	VIRGINIA RAUCH	23.16	.00	23.16	7/22/15H	7/22/15 PARA TAXI REIMBUR
005478	07/02/15	VSP01	VSP	450.30	.00	450.30	JUL-15H	VSP01, JULY 2015 VISION B
005499	07/10/15	PER01	PERS	1289.65	.00	1289.65	20150710NH	20150710N,PERS Retirement
018357	07/22/15	PRO02	PROFESSIONAL ELECTRIC	-361.50	.00	-361.50	1386u	Ck# 018357 Reversed
018597	07/02/15	AME02	APTA	20304.00	.00	20304.00	223815	223815, FY16 APTA DUES PO
018598	07/02/15	BAR02	SF BAY AREA RAPID TRA DIS	2673.00	.00	2673.00	20150701	20150701 BART TICKET REPL
018599	07/02/15	COR01	CORBIN WILLITS SYSTEMS	239.45	.00	239.45	B506151	B506151, FINANCIAL SOFTWA

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
018600	07/02/15	GRA01	GRANDFLOW INC	414.22	.00	414.22	132121	132121, AP CHECKS PO 5125
018601	07/02/15	HAN01	HANSON BRIDGETT MARCUS	504.00 1453.00 2171.00	.00 .00 .00	504.00 1453.00 2171.00	1144184 1144185 1144186	1144184, LEGAL ADMIN, CON 1144185, LEGAL ADMIN, CON 1144186, LEGAL - ADMIN, C
			Check Total.....:	4128.00	.00	4128.00		
018603	07/17/15	AVI01	AMADOR VALLEY INDUSTRIES	311.71	.00	311.71	500267	500267 DUBLIN CAN SERVICE
018604	07/17/15	CAL05	CALTEST LABS	781.85	.00	781.85	545885	545885, VIOLATION FOLLOWU
018605	07/17/15	CAL12	CALTIP INSURANCE	167959.00	.00	167959.00	CAS2016-0	CAL2016-0014, LIABILITY I
018606	07/17/15	CAL13	CALIFORNIA TRANSIT	7023.59	.00	7023.59	062015JUN	06-2015-JUNE, INSURANCE D
018607	07/17/15	CAL15	CALTRONICS BUSINESS SYS	448.99	.00	448.99	1812611	1812611 BIZHUB650 6/8-7/7
018608	07/17/15	CAP01	CAPTURE TECHNOLOGIES INC	435.00	.00	435.00	31139	31139, TROUBLESHOOT CAM A
018609	07/17/15	CAS02	LISETH CASTRO	27.32	.00	27.32	FY15MIL-R	FY15 MIL-REIM, 8/5/14 - 1
018610	07/17/15	DAI02	ALLIANT INSURANCE SERVICE	3325.10	.00	3325.10	360294	360294, LIABILITY INS POL
018611	07/17/15	DIG01	SAMEER SIRUGURI	20718.75	.00	20718.75	20150707	20150707, 511 INTEGRATION
018612	07/17/15	EME01	EMERALD LANDSCAPE CO INC	1155.00	.00	1155.00	261145	261145, LANDSCAPE MAINT J
018613	07/17/15	FAS01	FASTSIGNS	120.46	.00	120.46	DUB85127	DUB85127, NO SMOKING SIGN
018614	07/17/15	GAN01	GANNETT FLEMING COMPANIES	906.72	.00	906.72	055156-07	055156.07*5157, DUBLIN BU
018615	07/17/15	GSG01	GSGC INC	1328.92 295.32	.00 .00	1328.92 295.32	6224-15 6225-15	6224-15, JANITORIAL SVC J 6225-15, JANITORIAL SUPPL
			Check Total.....:	1624.24	.00	1624.24		
018616	07/17/15	ING01	INGERSOLL RAND COMPANY	160.00	.00	160.00	30462441	30462441, TROUBLESHOOT DR
018617	07/17/15	KKI01	ALPHA MEDIA II LLC	11290.00	.00	11290.00	IN-115067	IN-1150676090 RADIO ADS-F
018618	07/17/15	LIV10	LIVERMORE SANITATION INC	2247.48 143.10	.00 .00	2247.48 143.10	622861 623489	622861, GARBAGE MOA JUNE 623489, ATLANTIS DEBRIS B
			Check Total.....:	2390.58	.00	2390.58		
018619	07/17/15	OFF01	OFFICE DEPOT	31.25	.00	31.25	779588294	779588294001, OFFICE SUPP
018620	07/17/15	OFF02	OFFICETEAM	1370.28 1847.20 1153.92 1477.76	.00 .00 .00 .00	1370.28 1847.20 1153.92 1477.76	43378443 43378444 43428837 43428838	43378443, TEMP STAFF-FLENT 43378444 PO5172 BLOOMFIEL 43428837, TEMP STAFF-FLENT 43428838, TEMP STAFF PO51
			Check Total.....:	5849.16	.00	5849.16		
018621	07/17/15	PAC01	AT&T	32.33	.00	32.33	CFA070715	CFA070715 #232.351.6260 C
018622	07/17/15	PAC11	PACIFIC ENVIROMENTAL SERV	120.00 120.00	.00 .00	120.00 120.00	2005857 2005858	2005857, RUTAN UDRGRD TAN 2005858, ATL UDRGD TANK I
			Check Total.....:	240.00	.00	240.00		
018623	07/17/15	QUI01	QUILL CORPORATION	226.09	.00	226.09	5614191	5614191 SUPPLIES DEL 7/6/
018624	07/17/15	ROB06	ROBERT HALF MANAGEMENT RE	3421.25 3622.50	.00 .00	3421.25 3622.50	43371507 43421260	43371507, TEMP STAFF - RO 43421260, TEMP STAFF WE 7
			Check Total.....:	7043.75	.00	7043.75		
018625	07/17/15	SCF01	SC FUELS	16992.15	.00	16992.15	2815123	2815123 DIESEL DEL 7/1/20
018626	07/17/15	SHA02	SHAMROCK OFFICE SOLUTIONS	57.18	.00	57.18	218508	218508 MOA RECEIPT COPIER
018627	07/17/15	TX107	VIRGINIA WILBERG	76.55	.00	76.55	6/15-7/1/	6/15-7/1/15 PARA TAXI REI
018628	07/17/15	TX112	DARRELL DION	20.00	.00	20.00	6/4-6/27/	6/4-6/27/15 PARA TAXI REI
018629	07/17/15	TX115	LARRY MENDEZ	200.00	.00	200.00	5/3-5/31/	5/3-5/31/15 PARA TAXI REI

REPORT.: Aug 03 15 Monday
 RUN...: Aug 03 15 Time: 07:46
 Run By.: Diane Stout

LAVTA
 Cash Disbursement Detail Report
 Check Listing for 07-15 Bank Account.: 105

PAGE: 004
 ID #: PY-DP
 CTL.: WHE

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
018630	07/17/15	TX124	LISA BALL	38.25	.00	38.25	7/2-7/7/1	7/2-7/7/15 PARA TAXI REIM
018631	07/31/15	ATT02	AT&T	815.52 266.57	.00 .00	815.52 266.57	6808801 6808802	6808801, SUMMARY BILL C60 6808802, PRI LINE #925294
			Check Total.....:	1082.09	.00	1082.09		
018632	07/31/15	ATT03	AT&T	889.63	.00	889.63	161140920	1611409201, INTERNET SVR
018633	07/31/15	CIT06	CITY OF LIVERMORE SEWER	39.70 143.87	.00 .00	39.70 143.87	TC071415 MOA072115	TC071415, TC SEWER 4/30-6 MOA072115, MOA SEWER #133
			Check Total.....:	183.57	.00	183.57		
018634	07/31/15	CIT12	CITY WIDE PROPERTY SERVIC	125.00 150.00 225.00	.00 .00 .00	125.00 150.00 225.00	67280 67281 67286	67280 PARKING LOT SWEEP T 67281 PARKING LOT SWEEP A 67286 PARKING LOT SWEEP R
			Check Total.....:	500.00	.00	500.00		
018635	07/31/15	COR01	CORBIN WILLITS SYSTEMS	239.45	.00	239.45	B507151	B507151,MOM/SW JULY 2015
018636	07/31/15	DUB02	DUBLIN SENIOR CENTER	100.00	.00	100.00	SRFAIR201	SRFAIR2015, DUBLIN INFO F
018637	07/31/15	FED01	FedEx	64.58	.00	64.58	113857234	113857234, FED EX SHIPPIN
018638	07/31/15	HAN01	HANSON BRIDGETT MARCUS	4380.00	.00	4380.00	1146184	1146184 LEGAL SERVICES MA
018639	07/31/15	INT03	INTERNATL EFFECTIVENESS	535.58	.00	535.58	34441	34441, WHEELS FORWARD FLY
018640	07/31/15	JTH01	J. THAYER COMPANY	161.25	.00	161.25	960683-0	960683-0 OFFICE SUPPLIES
018641	07/31/15	KKI01	ALPHA MEDIA II LLC	1610.00	.00	1610.00	IN-115077	IN-1150776145, RADIO ADS
018642	07/31/15	MRM06	MR ROOTER PLUMBING	557.61	.00	557.61	30913	30913, REPLACE DISPOSER I
018643	07/31/15	MUN01	MUNCIE TRANSIT SUPPLY	5964.68	.00	5964.68	2119233	2119233, POSI LOCK NOZZLE
018644	07/31/15	OFF01	OFFICE DEPOT	51.74 31.93 7.11	.00 .00 .00	51.74 31.93 7.11	780555635 782625652 782625733	780555635001, OFFICE SUPP 782625652001, OFFICE SUPP 782625733001, OFFICE SUPP
			Check Total.....:	90.78	.00	90.78		
018645	07/31/15	OFF02	OFFICETEAM	1442.40 1477.76 1442.40 1777.93	.00 .00 .00 .00	1442.40 1477.76 1442.40 1777.93	43478549 43478550 43529360 43529361	43478549, TEMP STAFF WE 7 43478550, TEMP STAFF WE 7 43529360 TEMP STAFF WE 7/ 43529361 TEMP STAFF WE 7/
			Check Total.....:	6140.49	.00	6140.49		
018646	07/31/15	PAC01	AT&T	290.11 68.81	.00 .00	290.11 68.81	ATT71115 ATA071315	ATT71115, 43695101069389 ATA071315 ATLANTIS ALARM
			Check Total.....:	358.92	.00	358.92		
018647	07/31/15	PRO02	PROFESSIONAL ELECTRIC	361.50	.00	361.50	1386B	1386B, RELAMP PKG LOT LTS
018648	07/31/15	QUI01	QUILL CORPORATION	106.20	.00	106.20	5863854	5863854, OFFICE SUPPLIES
018649	07/31/15	ROB06	ROBERT HALF MANAGEMENT RE	4600.00 3593.75	.00 .00	4600.00 3593.75	43471441 43521583	43471441, TEMP STAFF WE 7 43521583, TEMP STAFF WE 7
			Check Total.....:	8193.75	.00	8193.75		
018650	07/31/15	STA01	STATE COMPENSATION FUND	1239.92	.00	1239.92	AUG2015	AUG15, Workers' Comp AUGU
018651	07/31/15	TOT02	TOTAL COMPENSATION SYSTEM	1400.00	.00	1400.00	4565	4565 GASB45 VALUATION SER
018652	07/31/15	TX106	SAROJA IYER	62.50	.00	62.50	6/18-7/13	6/18-7/13/15 PARA TAXI RE
018653	07/31/15	TX115	LARRY MENDEZ	198.05	.00	198.05	6/2-6/30/	6/2-6/30/15, PARA TAXI RE
018654	07/31/15	TX124	LISA BALL	58.65	.00	58.65	7/10-7/16	7/10-7/16/15 PARA TAXI RE
H5506A	07/17/15	TAX67	CHRISTEL RAGER	198.90	.00	198.90	6/1-6/30/H	6/1-6/30/15 PARA TAXI REI
H5506B	07/17/15	TX113	RODGER RAGER	102.00	.00	102.00	6/11-6/22H	6/11-6/22/15 PARA TAXI RE
			Cash Account Total.....:	1398742.11	.00	1398742.11		
			Total Disbursements.....:	1398742.11	.00	1398742.11		

AGENDA

ITEM 5



STAFF REPORT

SUBJECT: Quarterly Grants Update
FROM: Angela Swanson, Senior Grants & Project Management Specialist
DATE: August 25, 2015

Action Requested

Review and forward to the Board of Directors the FY15 Fourth Quarter Grants Update.

Discussion

The Board of Directors requested a quarterly update of the budget and grants noting any significant changes for both revenues and expenses. This report provides a focus on grant updates. In keeping with our previously introduced system of grant classification, the attached report details activity through June 30, 2015. Closed out grants are not reported here. Pending grants are included; no applications were denied or 'not awarded'.

Recent Activity

Filed for TFCA operating costs for the BRT

The ACTC call for projects for Transportation 2040 closed on July 31. LAVTA submitted nine projects for consideration:

- Atlantis M&O Facility Phases 3-6
- Transit Center Rehabilitation and Enhanced Bike Parking
- AVL ITS System Replacement
- Rutan Court Rehabilitation Program
- Bus Shelter Study & Program for Long-term Repair/Replacement
- Service Upgrades for Routes, 10, 12, 15, 8
- COA 2020 & COA 2025
- Paratransit and Fixed-Route Rider training video

Future Outlook:

- Both Measure B and BB are expected to have a call for project for GAP (supplemental funds with primary goal of improving a consumer's ability to access service used for Paratransit) and Express Bus funds in the near future.
- FTA may have a call for bus demonstration projects in 4-6 months.
- Caltrans call for Sustainable Transportation Planning Grants is out. Due 10/30/15.

Recommendation

NA – information only.

Active/Not at Risk				
Project Name	Funding Type	Funding Source	Grant Award	Notes
Trapeze upgrade (viewpoint)	RM2	MTC	\$74,535	Project complete, moving to close-out
Bus Stop Repair/Replacement	Prop 1B PTMISEA	MTC / Caltrans	\$240,910	Project nearing 50%. \$116K grant balance
LAVTA Facility Upgrade and Improvements	PTMISEA	Caltrans	\$357,966	Funds Rutan projects incl. shop floor resurfacing, parking lots slurry seal etc.
LAVTA Facility FY'08		FTA	\$326,879	Atlantis project. The remaining \$134,000 will be used for vault purchase/install
Transit Planning Interns (2 for 2 yrs)	5304	FTA/Caltrans	\$56,000	NEW!! Or at least newly in. Funds only now released from a 2014 application
Rapid Operation	RM2	MTC	\$580,836	Funds reserved pending 20% Farebox Recovery threshold. Reapply 2016
BRT	Small Starts	FTA	\$559,355	Construction funds remaining
Parataxi, Dublin/Pleasanton	New Freedom	MTC/Caltrans	\$10,000	Reimbursement funding
Fleet DVR's	Prop 1B Security	CalOES	\$36,696	Board approved 2/24/15
The Tri-Valley Multi-Modal Access and PDA Connectivity Study	SC-TAP	ACTC	\$1,385,000	ACTC the lead agency; LAVTA a participating partner
Local TFCA; Routes 8, 12, 15	Local TFCA	ACTC	\$278,000	Entering second and final year
Bus Purchase (2016)	Prop 1B PTMISEA	MTC	\$572,778	NEW!!
Electric/Diesel Hybrid Bus (2016)	LCTOP	Caltrans	\$107,192	NEW!!

Inactive or At Risk				
Project Name	Funding Type	Funding Source	Amount Requested	Expected Notification
N/A	N/A			

Pending/Not yet Awarded				
Project Name	Funding Type	Funding Source	Amount Requested	Expected Notification
BRT Route	TFCA	ACTC	\$400,000	NEW!! Applied 6/19/15. Two year grant. Response expected by September
TPI Dublin Boulevard Project (LAVTA Sponsor, City of Dublin and MTC Co-Sponsors)	TPI via FHWA	MTC	\$1,570,000	Caltrans has moved to federal FY16. Must submit updated application in Nov.
Facility Lighting/ Security Upgrades	Prop 1B Security	CalOES	\$36,696	Waiting on funds
Transit Center upgrades and improvements	PTMISEA/Lifeline	MTC	\$125,625	Pending approval
Rural Route Operating Assistance	FTA 5311	FTA via Caltrans via MTC	\$43,683	Unofficially hear we are awarded. No formal word.

Agency Acronyms:

ACE: Altamont Corridor Express
ACTC: Alameda County Transportation Commission
BAAQMD: Bay Area Air Quality Management District
CalTrans: California Department of Transportation
CalOES: California Office of Emergency Services
FHWA: Federal Highway Administration
FTA: Federal Transportation Agency
MTC: Metropolitan Transportation Commission

Program Acronyms

1B: California State Proposition 1B, bond act passed by voters in 2006
Measure B: ½ cent sales tax for transportation passed 2000 in Alameda County
JARC: Job Access Reverse Commute, a federal fund to improve mobility for low-income
Lifeline: Transportation Program funds projects that result in improved mobility for low-income residents
Measure BB: ½ cent sales tax for transportation passed 2014 in Alameda County
PTMISEA: Public Transportation Modernization, Improvement, & Service Enhancement Account. Part of Prop 1B bond act of 2006
RM2: Regional Measure 2, passed in 2004 by Bay Area voters, increases bridge tolls for infrastructure \$\$
SC-TAP: Sustainable Communities Technical Assistance Program
TFCA: Transportation Fund for Clean Air
5304: Apportioned annually to states for use in rural planning and research including planning support for non-urbanized areas, and human-resource development.

AGENDA

ITEM 6



S T A F F R E P O R T

SUBJECT: Contract Award for LAVTA Bus Stop Cleaning Services

FROM: Beverly Adamo, Director of Administrative Services

DATE: August 25, 2015

Action Requested

Award the contract for LAVTA Bus Stop Cleaning Services to the proposer deemed to provide the best value - Aim to Please Janitorial Services.

Background

LAVTA advertised for proposals for bus stop janitorial services on June 24, 2015 with proposals due on August 3, 2015. LAVTA asked interested vendors to submit proposals for a three year contract with two optional extension years. The vendors will be responsible for cleaning approximately 480 bus stops. These bus stops are separated into four tiers with frequency of cleaning defined by the tiers.

LAVTA received three proposals for bus stop cleaning services from each of the following firms:

- Superior Pressure Washing
- Hands-On LLC
- Aim to Please Janitorial Services, Incorporated

Discussion

Selected Firm

In order to select a firm to provide janitorial services, three staff members reviewed and rated the proposals. Proposals were rated on three categories and assigned points (out of 100 total) as noted below.

- Proposer's qualifications and experience – 30 points
- Approach to Scope of Work – 20 points
- Price – 50 points

In reviewing the three proposals, all three reviewers came to the same conclusion that Aim to Please Janitorial Services would provide the highest level of service to LAVTA bus stops. Aim to Please Janitorial Services received 100 total points, Hands On LLC received 85 total points and Superior Pressure Washing received 59 total points. The Aim to Please proposal was thorough and professional and met all the requirements of the RFP. The proposal was also

reviewed by Legal Counsel to ensure that it was responsive and responsible with respect to the requirements of the RFP.

Budget Considerations

Aim to Please Janitorial Services has proposed a Year 1 price of \$126,000. Year 2 price shows no increase. For Year 3 there is an increase of 1.9%. See the price matrix below.

Year	Amount	% Increase
Base Years		
Year 1	\$ 126,000.00	-9.6%*
Year 2	\$ 126,000.00	0.0%
Year 3	\$ 128,400.00	1.9%
Optional Years		
Year 4	\$ 134,820.00	5%
Year 5	\$ 130,669.72	5%

*Based on the annual cost of this contract in FY15 (\$130,669.72), and the amount budgeted for FY16, the cost of the contract is not only below the independent cost estimate for this service, LAVTA will be under budget for FY16 as well.

Next Steps

Since Aim to Please Janitorial Service is LAVTA’s current provider, once this contract is awarded, LAVTA expects Aim to Please Janitorial Services to continue providing excellent service over the life of this contract.

Recommendation

Staff recommends that the Finance & Administration Committee forward a recommendation to the Board of Directors to approve Resolution 28-2015 and award an agreement to perform bus stop cleaning services to Aim to Please Janitorial Services.

Attachment:

1. Resolution 28-2015

RESOLUTION 28-2015

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AWARDING LAVTA BUS STOP CLEANING SERVICES**

WHEREAS, the LAVTA requires the services of a third party contractor to perform routine bus stop cleaning services on all bus stops in LAVTA's service area; and

WHEREAS, the agency's issued a Request for Proposals 2015-03; and

WHEREAS, Aim to Please Janitorial Services responded to LAVTA's request for proposals and submitted a proposal which was selected as the most responsive and responsible proposal; and

WHEREAS, Aim to Please Janitorial Services wishes to enter into a three year contract with LAVTA for bus stop cleaning service for the Cities of Dublin, Pleasanton, and Livermore.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Livermore Amador Valley Transit Authority that the LAVTA Board approves entering into a contract with Aim to Please Janitorial Services and authorizes the Executive Director to execute the contract for a Year 1 cost of \$126,000, a Year 2 cost of \$126,000, and a Year 3 cost of \$128,400.

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to execute two optional extension years in the amount of \$134,820 for Year 4 and \$141,561 for Year 5 if it is determined that the contractor will provide better value than going out to bid again during those option years.

PASSED AND ADOPTED this 14th day of September 2015.

Don Biddle, Chair

Attest:

Michael Tree, Executive Director

AGENDA

ITEM 7



STAFF REPORT

SUBJECT: Clipper Memorandum of Understanding

FROM: Michael Tree, Executive Director

DATE: August 24, 2015

Action Requested

Review and approve the Clipper® Memorandum of Understanding.

Background

The Metropolitan Transportation Commission (MTC) and seven transit agencies entered into a memorandum of understanding (MOU) effective November 10, 2011 under which MTC operates the Clipper® electronic fare payment system. As a future Clipper® partner, MTC has requested that LAVTA sign the MOU by the end of October 2015.

The existing MOU identifies MTC's Clipper®-related responsibilities, the transit agencies' Clipper®-related responsibilities, the process for amending the Clipper® Operating Rules, the process for resolving disputes among the program participants, and the method by which MTC and transit operators allocate Clipper® costs and revenues.

In September 2014, MTC received a correspondence which outlined the transit agencies' desire to have more input and control with respect to the current Clipper® system and planning for the next generation Clipper® system. Over several months, the transit agency general managers and the MTC executive director met regularly to discuss how best to implement this greater degree of input and control for transit agencies. Ultimately, it was mutually agreed to amend and restate the existing Clipper® MOU to reflect the following changes:

- **Clipper® Executive Board:** A Clipper® Executive Board comprised of nine members (one each from SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected by the remaining MOU parties to represent all other MOU parties) would have responsibility to meet regularly, establish goals and a budget and work plan for the Clipper® program, and approve significant business matters.
- **Clipper® Program Goals and Objectives:** An initial set of goals and objectives for the Clipper® program could be amended by unanimous vote of the Executive Board.

- **Contracting Agency:** A role for a Contracting Agency would be defined, with MTC serving as the initial Clipper® Contracting Agency. The Contracting Agency would serve as the agency counterparty to any contracts related to the Clipper® system, provide staffing for the Clipper® program and fulfill related duties. The Executive Board would have authority to review the designation of the Contracting Agency from time to time (but not more often than once every 3 years) and could designate a new Contracting Agency, subject to approval by the then-current Contracting Agency and its proposed successor.
- **Clipper® Executive Director:** A Clipper® Executive Director engaged by the Contracting Agency would coordinate the Clipper® program among the agencies and contractors, carry out the program goals and work plan in accordance with the budget, develop goals and objectives for the position jointly with the Executive Board, and be subject to annual performance evaluations by the Clipper® Executive Board. Carol Kuester, MTC Director of Electronic Payments, will serve as the initial Clipper® Executive Director. The Contracting Agency is to consult with the Clipper® Executive Board before selecting and appointing the Clipper® Executive Director.

Recommendation

Staff recommends approving and forwarding the Clipper® MOU to the Board for approval.

Attachments:

1. Clipper® MOU
2. Clipper® MOU Appendixes

AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This Amended and Restated Clipper® Memorandum of Understanding (this "MOU") is entered into as of the ____ day of _____, 2015 (the "Effective Date"), by and among the Metropolitan Transportation Commission ("MTC") and the following transit operators participating in the Clipper® program (referred to herein individually as an "Operator" or collectively as the "Operators"):

Alameda-Contra Costa Transit District ("AC Transit"); Golden Gate Bridge Highway and Transportation District ("GGBHTD"); the San Francisco Bay Area Rapid Transit District ("BART"); the City and County of San Francisco, acting by and through its Municipal Transportation Agency ("SFMTA"); the San Mateo County Transit District ("SamTrans"); the Santa Clara Valley Transportation Authority ("VTA"); the Peninsula Corridor Joint Powers Board ("Caltrain"); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa County Transportation and Planning Agency; Solano County Transit; Sonoma County Transit; Sonoma-Marin Area Rail Transit; Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; [and City of Santa Rosa]; and any other transit operators that implement Clipper® and execute a Supplemental Agreement to the MOU.

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

Recitals

1. Clipper® (formerly TransLink®) is an automated fare payment system for intra- and inter-Operator transit trips in the San Francisco Bay Area that has been implemented and is currently being operated on Operators' transit systems.
2. MTC entered into a contract (the "Clipper® Contract") with Cubic Transportation Systems, Inc. (the "Clipper® Contractor"), to implement, operate and maintain the Clipper® fare payment system through November 2, 2019.
3. On December 12, 2003, MTC and six of the Operators entered into an interagency participation agreement (the "IPA") to create a forum for joint agency decision-making (the "TransLink® Consortium") to work towards the successful implementation of the TransLink® automated fare payment system. The IPA was superseded and replaced by a Memorandum of Understanding Regarding Operations and Maintenance of Clipper® Fare Collection System dated November 10, 2011, by and among MTC and, initially, seven of the Operators (the "2011 MOU"). The 2011 MOU delineated, among other things, MTC's responsibilities, including as contracting agency, the Operators' responsibilities, a consultation process for amending the Clipper® Operating Rules, allocation of operating expenses among the Operators and MTC, and a dispute resolution process.
4. The Parties have examined the successes and challenges of the program to date and have identified certain areas in which existing arrangements should be modified or clarified to maximize the benefits to the Parties and Bay Area transit riders of the continued expansion, modification, operation and maintenance of the Clipper® program.

5. The Parties now wish to amend and restate the 2011 MOU in its entirety to clarify their respective roles and responsibilities, define roles and responsibilities for a newly-defined "Contracting Agency," establish a "Clipper® Executive Board," and establish a Clipper® Executive Director to ensure the successful operation and maintenance of Clipper®.

ARTICLE I Operator Responsibilities

Each Operator agrees to:

- A. Implement and operate the Clipper® fare payment system in accordance with the Clipper® Operating Rules, as adopted and amended from time to time, consistent with the consultation and approval process set forth in Appendix A, Process for Amending Clipper® Operating Rules, attached hereto and incorporated herein by this reference. The Clipper® Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper® throughout the region. The current version of the Clipper Operating Rules® is available on MTC's website at <http://www.mtc.ca.gov/planning/tcip/>.
- B. Pay its share of Clipper® costs, including costs of the salary of additional Clipper® staff necessary to support the Executive Board, according to Appendix B, Clipper® Cost and Revenue Allocation, attached hereto and incorporated herein by this reference. Changes to Appendix B require an amendment to the MOU in accordance with Article XI.A.
- C. Make its facilities and staff available for implementation and operation of Clipper®. Any Operator and the Contracting Agency may agree to an Operator-specific implementation plan, setting forth specific requirements regarding implementation and operation of Clipper® for such Operator.
- D. Make determinations regarding the placement of Clipper® equipment on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper® Contractor training on the use of the Clipper® equipment; and provide training to employees using the equipment.
- E. Beginning two years after the effective date of this Agreement, and every two years thereafter, participate in a review of the cost and revenue allocation formula in Appendix B, to support fairness among Operators and to accommodate changes in shared operation costs.

ARTICLE II MTC Responsibilities

MTC agrees to:

- A. Fund a portion of the Clipper® operating and maintenance costs, including costs of the salary of additional Clipper® staff necessary to support the Executive Board, as set forth in Appendix B. Subject to availability of necessary funds, inclusion of projects in the Regional Transportation Plan and TIP where necessary, and receipt of all necessary Commission approvals, budget appropriations and allocations, MTC will continue to fund

capital and Contracting Agency operating costs in the manner that it has funded capital and Contracting Agency operating costs to date, through a dedicated allocation of federal, state and local funds, both discretionary and project designated. Recommended annual capital allocations will be identified in the work plan approved by the Executive Board. (See Article IV.C.4.)

- B. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the “Materials”) in accordance with federal grant and audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article II.B is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code Section 6250 *et seq.*).
- C. Continue to serve as the Contracting Agency (described in Article III), and continue to provide adequate staffing to support the Clipper® program under the direction of the Clipper® Executive Director (described in Article V), until such time as the Executive Board designates, and MTC's Commission approves, the assignment of MTC's duties as Contracting Agency to another Party pursuant to Article IV.D.
- D. Employ the initial Clipper® Executive Director (described in Article V). MTC reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the initial Clipper® Executive Director. Selection of a successor Executive Director shall be in accordance with Article III.J.
- E. Continue to create and maintain all copyrights and other intellectual property necessary or convenient for the operation of the Clipper® fare payment system and provide any necessary licenses to use such intellectual property to the Contracting Agency, if other than MTC.
- F. Enter into supplemental agreements with new operator participants in accordance with Article VI.

ARTICLE III
Contracting Agency Responsibilities

The Contracting Agency agrees to:

- A. On behalf of the Parties, procure, award, manage and carry out the duties and responsibilities of the Clipper® program counterparty under all contracts necessary for the expansion, modification, modernization, operation, maintenance, marketing and customer service of the Clipper® fare payment system, including the Clipper® Contract and any successor contract and any contracts for associated professional services for the Clipper® program as a whole.
- B. Establish, manage and implement Clipper® Operating Rules in accordance with Appendix A.
- C. Provide regular updates (at least quarterly) on the Clipper® program to the Parties.

- D. Support the Parties with respect to Articles I.E and II.A by providing system data affecting the cost allocation formula.
- E. Own specified Clipper® program capital equipment, as may be required by grant or funding agency rules and regulations, and transfer ownership, to the greatest extent permitted under such rules and regulations, to any successor Contracting Agency.
- F. Hold and manage the Clipper® bank accounts and act as an agency in trust for the benefit of the cardholders for funds deposited by the cardholders for the ultimate use on the services provided by the Operators, and for the benefit of the Operators for funds due to Operators until dispersed to such Operators.
- G. Conduct an annual contract compliance audit covering Clipper® program revenue collection and allocation and cost allocation responsibilities under the MOU and provide a copy of the complete audit report to all Parties upon conclusion of each such annual audit.
- H. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the “Materials”) in accordance with federal grant and audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article III.G is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code Section 6250 *et seq.*).
- I. Serve as the Application Issuer and Card Issuer, as those terms are defined in the Clipper® Operating Rules.
- J. Engage the Clipper® Executive Director in accordance with Article V. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the Clipper® Executive Director provided that it shall not engage the successor to the initial and successor Executive Directors without the concurrence of the Executive Board. The Contracting Agency shall collaborate with the Executive Board in considering potential candidates for Executive Director.
- K. Provide adequate staffing (including program and legal staff) to support the Clipper® program. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation and removal of program staff.
- L. Provide necessary logistical and technological support to the Executive Board and any committees thereof, except as provided in Article IV.H.

ARTICLE IV
Clipper® Executive Board

- A. Role; Composition. The Parties agree that responsibility for the management of the current Clipper® program, as well as the strategic planning effort to procure and implement a future system on or before the termination of the current Clipper® Contract, shall reside with a Clipper® Executive Board (“Executive Board”). The Executive Board's responsibilities shall be executed in a manner consistent with the Operator, MTC

and Contracting Agency responsibilities set forth in Articles I, II and III, respectively. The Executive Board shall be comprised of nine members: one representative each from SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected to represent all other Operators (the "Small Operators") in the sole discretion of the Small Operators. Each representative shall be at the General Manager or Senior Management level.

B. Principles. The Executive Board shall adhere to the following principles:

1. The Clipper® program shall continue as the primary electronic fare collection system for the Operators.
2. Each member of the Executive Board commits to actively advance the continued successful operation, maintenance and growth of the Clipper® program on a cost effective, operationally efficient, and coordinated basis.
3. Promote efforts to reduce the overall cost of the Clipper® system, including operating costs, capital costs and consultant expense.
4. Promote regional efforts to simplify fare structures while protecting revenue levels.

C. Duties. The Executive Board shall undertake the following duties:

1. Meet in accordance with a regular meeting schedule established by the Executive Board, not less than quarterly.
2. Establish goals for the Clipper® program, including targets to increase market penetration and cost containment initiatives. The Program Goals and Performance Measures are attached as Appendix C, and may be amended by unanimous vote of the Executive Board from time to time.
3. Propose for review by MTC, Operators and other funding sources (collectively, the "Funding Agencies") a biennial capital and operating budget for the Clipper® program. Revise and adopt the proposed budget in accordance with the Clipper® budgets adopted and/or allocations made by each of the Funding Agencies. The biennial budget will outline staffing requirements and resources needed to accomplish the work plan. The budget will define required funding, identify funding sources, and specify the amount of individual agency contributions.
4. Adopt a detailed biennial work plan to implement the established goals and budget.
5. Designate the Contracting Agency, as further described in and subject to Article IV.D, and provide policy oversight, advice, and direction to the Contracting Agency.
6. Evaluate the performance of the Clipper® Executive Director on at least an annual basis. The Board will develop goals and objectives jointly with the Clipper® Executive Director, which will form the basis for the annual evaluation.
7. Review and authorize Significant Business Matters as described in Article IV.E.

8. Establish such procedures as shall be necessary or desirable to facilitate compliance by the Executive Board with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the “Brown Act”) and other applicable laws.

D. Designation of a Contracting Agency. The Executive Board shall designate one of the Parties to serve as the "Contracting Agency" with the responsibilities defined in Article III. MTC shall serve as the initial Contracting Agency. The Executive Board shall review the designation of the Contracting Agency not more often than once every three (3) years and may designate any of the Parties as a new Contracting Agency no later than one year prior to the proposed assignment date, which designation may be subject to the approval of the governing board of the proposed new Contracting Agency. In the event of a new designation, the then-current Contracting Agency shall seek approval from its governing board to assign all outstanding contracts, funding agreements, licenses, and accounts to the newly designated Contracting Agency and, if it receives approval from its governing board for such assignment, take such other actions as may be necessary or convenient to effect the transition of the Contracting Agency role. In the event of a change from the role of MTC as the Contracting Agency, the Executive Board will work with MTC and the successor Contracting Agency to protect or minimize loss or degradation of jobs for Clipper® support staff at MTC.

E. Significant Business Matters. The Executive Board shall decide all Significant Business Matters by a majority vote. "Significant Business Matter" shall mean any matter that can reasonably be expected to have a substantial financial impact (defined as an impact of \$250,000 or more) or a substantial operating impact (defined as causing operations to fall below then-current annual operational goals) on Clipper® or any of the Parties. Significant Business Matters, include, but are not limited to the following:

1. Approval of Clipper® Contract Change Orders that exceed the maximum authority levels established by the Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less, or that are not funded in the biennial budget. Contracting Agency governing board approval may also be required.
2. Amendments to the Clipper® operating rules, pursuant to Appendix A.
3. Acceptance of new Parties to the Clipper® program. The Executive Board delegates to MTC the authority to sign supplemental agreements with new Parties accepted into the program, as provided in Article VI.
4. Implementation of new business ventures or opportunities for the Clipper® program.
5. Contract awards for contract amounts that exceed the maximum authority levels established by the then-current Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less. Contracting Agency governing board approval may also be required.
6. Assignment of the Clipper® Contract. Contracting Agency approval shall also be required.
7. Approval of expenses (administrative, operating and legal) incurred by the Contracting Agency if in excess of or not contemplated by the current approved budget.

8. Approval of the Clipper® 2.0 rollout strategy.
9. Decision whether any other matter, not expressly included or excluded as a Significant Business Matter in this list, is a Significant Business Matter in accordance with the definition above.

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

- F. Quorum. Five members of the Executive Board constitute a quorum. In the absence of a quorum, a smaller number of Executive Board members may secure the attendance of absent members by video conference, teleconference or other means compliant with the Brown Act to establish a quorum. Only eligible voting members shall be counted to establish a quorum.
- G. Voting. Each representative to the Executive Board shall have one vote. A vote of a majority of the Executive Board is required for approval. Executive Board members may not abstain from voting on any matter before the Executive Board, except in cases of conflicts of interest.
- H. Board Chair; Committees. The Executive Board shall annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper® Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.
- I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to two (2) meetings per calendar year. No voting rights are accorded to alternates, nor do alternates count toward a quorum of the Executive Board, when alternates are representing an Executive Board member for meetings after two (2) missed meetings in a calendar year.

ARTICLE V

Clipper® Executive Director

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

The Clipper® Executive Director shall be selected and appointed by the Contracting Agency following consultation with the Executive Board to factor in any Executive Board concerns. The Contracting Agency will directly engage the Clipper® Executive Director as its employee or independent contractor in accordance with any civil service or procurement rules applicable to the Contracting Agency. The initial Clipper® Executive Director shall be Carol Kuester and shall be an employee of MTC.

ARTICLE VI
New Operator Participants

Any Bay Area transit operator not a Party to this Agreement must be approved by the Executive Board and agree to the terms of the MOU then in effect as a condition of implementing Clipper®, by entering into a supplemental agreement to this MOU accepting the then-current terms of this MOU. Signature by the other Parties to the MOU is not required. MTC shall not enter into a supplemental agreement with a particular operator prior to the issuance of a Change Notice to the Clipper® Contract covering all or a portion of the work required to accept such operator into the system. MTC shall provide the other Parties to the MOU with written notice of each supplemental agreement.

ARTICLE VII
Indemnification

- A. Mutual Indemnification. No Party to this MOU (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this Agreement and for which such indemnifying Party would otherwise be liable.
- B. Contracting Agency Indemnification of Other Parties. Notwithstanding the provisions of Subsection A above, the Contracting Agency shall indemnify, hold harmless, and defend the other Parties from any and all claims or liability resulting from any action or inaction on the part of Contracting Agency relating to the Clipper® Contract or from its failure to carry out its responsibilities under Article III of this MOU. With respect only to MTC as Contracting Agency, this indemnification covers action or inaction on the part of MTC relating to the Clipper® Contract prior to the Effective Date of this MOU. Except as stated in the previous sentence, this indemnification only covers action or inaction on the part of a Contracting Agency while it serves as Contracting Agency under this MOU.
- C. Other Parties' Indemnification of Contracting Agency. Notwithstanding the provisions of Subsection A above, each Party hereto that is not the Contracting Agency shall indemnify, hold harmless, and defend the Contracting Agency from any and all claims or liability resulting from any action or inaction on the part of such Party relating to its responsibilities under Article I or II, as applicable, of this MOU.
- D. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above, each Operator shall indemnify, hold harmless, and defend MTC from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under Article I of this MOU.
- E. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator from any and all claims or liability resulting from any action or inaction on the part of MTC relating to its responsibilities under Article II of this MOU.

ARTICLE VIII
Term

The term of the MOU shall begin upon the Effective Date and continue through June 30, 2025, unless terminated by written agreement of the Parties.

ARTICLE IX
Dispute Resolution

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

ARTICLE X
Changed Circumstances

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

ARTICLE XI
General Provisions

- A. The entire Agreement between and among the Parties is contained herein, and no change in or modification, termination or discharge of this MOU shall be valid or enforceable unless it is approved by the Parties and made in writing and signed by the Parties.
- B. Headings in this MOU are for convenience only and not intended to define, interpret or limit the terms and conditions herein.
- C. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.
- D. This MOU is intended for the sole benefit of the Parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- E. Appendix E, Special Provisions for the City and County of San Francisco, attached hereto and incorporated herein by this reference, sets forth the terms and conditions required by the City and County of San Francisco in any expenditure contracts entered into by the City.
- F. If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other

than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.

- G. Notices provided under the MOU shall be provided to the individuals listed in Appendix F, Notices, attached hereto and incorporated herein by this reference. Each Party to the MOU is responsible for notifying other Parties of a change in the individual designated to receive notices in writing. Changes to Appendix F may be made by any Party without an amendment to this MOU. MTC will distribute to every other Party the notice information of new Parties to the MOU added pursuant to Article VI.
- H. This MOU supersedes and replaces the Memorandum of Understanding Regarding Operations and Maintenance of Clipper Fare Collection System dated November 10, 2011 in its entirety.
- I. By its execution of this MOU, each Party (i) acknowledges that, although the City of Rio Vista executed a Supplemental Agreement to the 2011 MOU, it subsequently declined to have Clipper® implemented on its bus system, (ii) waives the requirement for 240 days’ advance notice to it of the City of Rio Vista’s withdrawal from the 2011 MOU, and (iii) acknowledges that the City of Rio Vista is therefore not a Party to this MOU upon its initial execution and delivery.

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

Metropolitan Transportation Commission

Approved as to form:

Steve Heminger, Executive Director

Adrienne Weil, General Counsel

Date: _____

Alameda-Contra Costa Transit District

Approved as to form:

Name: _____

Denise C. Standridge, General Counsel

Title: _____

Date: _____

Golden Gate Bridge, Highway and Transportation District

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

San Francisco Bay Area Rapid Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

Matthew Burrows, General Counsel

City and County of San Francisco Municipal Transportation Agency

Approved as to form:
Dennis J. Herrera, City Attorney

Name: Edward D. Reiskin
Title: Director of Transportation
Date: _____

Name: Robin M. Reitzes
Title: Deputy City Attorney

Municipal Transportation Agency Board of Directors
Resolution No. _____
Dated: _____

Secretary, SFMTAB

San Mateo County Transit District

Approved as to form:

Name: Jim Hartnett
Title: General Manager
Date: _____

Joan L. Cassman, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Peninsula Corridor Joint Powers Board

Approved as to form:

Name: Jim Hartnett
Title: Executive Director
Date: _____

Joan L. Cassman, General Counsel

Central Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Madeline Chun, General Counsel

**City of Fairfield
Fairfield and Suisun Transit**

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

City of Petaluma

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Eastern Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Michael N. Conneran, General Counsel

Marin County Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Napa County Transportation and Planning Agency

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Solano County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Sonoma County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Sonoma-Marin Area Rail Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Vacaville City Coach

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Western Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

Name: _____
Title: _____
Date: _____

Stanley S. Taylor III, General Counsel

[City of Santa Rosa

Approved as to form:

Name: _____

Title: _____

Date: _____]

_____, General Counsel

LIST OF APPENDICES

- Appendix A Process for Amending Clipper® Operating Rules
- Appendix B Clipper® Cost and Revenue Allocation, comprised of:
 - Appendix B-1 Effective upon execution of Amended and Restated MOU through June 30, 2016
 - Appendix B-2 Effective July 1, 2016 through December 31, 2016
 - Appendix B-3 Effective January 1, 2017
- Appendix C Program Goals and Performance Measures
- Appendix D Dispute Resolution
- Appendix E Special Provisions for the City and County of San Francisco
- Appendix F Notices

Appendix A

Process for Amending Clipper® Operating Rules

1. The Contracting Agency shall provide written notice to the Operators at least ninety (90) days in advance of making any changes to the Operating Rules affecting Operator Roles and Responsibilities (Section 3 of the Clipper® Operating Rules). Notice shall be provided by email to the contact named in Appendix F, or as subsequently revised or updated by the Operators, as provided in Article XI.G.
2. The Contracting Agency shall provide additional notice to Operators on possible changes to the Operating Rules affecting Operator Roles and Responsibilities in the regular Clipper® program reports furnished under Article III.C.
3. The Contracting Agency's notices shall include enough information to enable Operators to determine the financial and other impacts of the proposed change.
4. If requested by any Operator within 30 days of issuance of such notice, the Contracting Agency will consult with all affected Operators concerning the proposed change prior to its adoption.
5. Any Operator that requires additional time in excess of the notice period specified by the Contracting Agency to implement a change may notify the Contracting Agency of the additional period of time required during the initial 30-day notice period. The Contracting Agency will then work with the Operator(s) during the consultation period to modify the effective date and/or content of the Operating Rules change, as necessary.
6. Following such consultation process, if any Operator(s) objects to the proposed change, as modified during the consultation process, such Operator(s) may initiate one or more of the dispute resolution processes described in Appendix D.
7. The Contracting Agency shall delay the implementation of the disputed change until the conclusion of the dispute resolution process.
8. All proposed changes to the Operating Rules shall be presented for approval to the Executive Board. The Contracting Agency agrees that it shall not implement changes to the Operating Rules that have not been approved by the Executive Board.
9. Upon MTC's approval of this MOU, MTC Commission approval of changes to the Operating Rules will no longer be required.

Appendix B-1

Clipper[®] Cost and Revenue Allocation Effective upon execution of Amended and Restated MOU through June 30, 2016

1. Cost Allocation Among Operators

The allocation of Clipper[®] operating costs to each Operator shall be based on a combination of revenue collected and the number of fee payment transactions processed. “Revenue collected” shall mean the fee collected on behalf of each Operator by the Clipper[®] clearinghouse (*e.g.*, the price charged to ride on the Operator’s transit system, the value of pass sales, the amount of parking fees paid). A “fee payment transaction” shall mean any activity in which a Clipper[®] card is used to receive service on or from an Operator’s system (*e.g.*, to ride on the Operator’s transit system, to park on the Operator’s property). A fee payment transaction shall be attributed to the Operator on whose system the service was provided, except that a transaction in which a patron uses a Muni Fast Pass to ride BART will be attributed to MTA. All fee payment transactions are included for purposes of allocating Clipper[®] operating costs, regardless of whether the transaction results in a reduction of the amount of stored value or stored rides on a Clipper[®] card (*e.g.*, use of a monthly pass on a transit system, intra-operator transfers, entry and exit transactions for a single ride where both transactions are required to compute the appropriate fare payment).

One-third (1/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator’s share of total revenue collected by the Clipper[®] clearinghouse, as defined above. Two-thirds (2/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator’s share of total fee payment transactions processed by the Clipper[®] clearinghouse, as defined above.

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

- a. Clipper[®] Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator’s site; and
- b. Credit/debit interchange fees charged through an Operator-specific credit/debit gateway associated with Clipper[®] sales through add value machines, ticket office terminal devices and ticket vending machines. This responsibility is subject to review pursuant to Article I.E of the MOU to ensure that no single Operator is unfairly burdened by such fees.
- c. Incremental Clipper[®] operating costs established by and/or resulting from Clipper[®] Contract change orders requested and funded by an Operator for such Operator’s use and benefit shall be the responsibility of such Operator. This

applies to costs or portions of costs that would otherwise be MTC’s responsibility as described in Section 2.A herein.

2. Clipper® Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper® operating costs:

- i. All fixed operating costs of the Clipper® clearinghouse and equipment maintenance services costs as specified in the Clipper® Contract’s Price Schedule (Attachment 2 to the Clipper® Contract) (the “Price Schedule”), including:
 - a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper® Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper® operating costs as specified in the Price Schedule (Attachment 2 to the Clipper® Contract), specifically:
 - a. Item 8.10(a-g) Card Distribution Services
 - b. Item 8.11 Card Distribution Services
 - c. Item 8.12 Card Distribution Services
 - d. Item 8.20 Cardholder Education
 - e. Item 8.31 Location Acquisition for Completion of Distribution Network
 - f. Item 8.32 Location Acquisition for Completion of Distribution Network
 - g. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - h. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)

All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs.

- i. Operators shall pay the following listed Clipper® operating costs in accordance with the cost sharing formula in Section 1, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper® Contractor under the Clipper® Contract Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper® Contract:
 - a. Item 9.24 Balance Protection Services Registration
 - b. Item 9.25 Lock/unlock Clipper® Application

- c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - d. Item 10.11 Clipper® E-purse Load
 - e. Item 10.12 Pass/Stored Ride Load
 - f. Item 10.24 Employer Program Commission
 - g. Item 11.0 Autoload Services
 - h. Item 13.22.45 Supplemental Monthly Operations and Admin
 - i. Item 13.31 Clipper® Transaction Fee
 - j. Item 13.60 Incremental Gateway Fees
 - k. Item 13.70 Incremental Debit Card Interchange Fees
 - l. Item 13.80 Incremental Credit Card Interchange Fees
 - m. Item 13.90 Pass Through Website Credit Card Processing Fees
 - n. Reimbursement of MTC bank fees and direct bank charges in connection with the Clipper® bank account(s) in excess of the amounts reimbursed under Section 3.A below
 - o. Direct payment or reimbursement of MTC costs for network communication.
 - p. Direct payment or reimbursement of MTC costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper® cards
 - q. A portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper® program.
- ii. Changes or Additions to Operator Operating Costs Items. Substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.
- C. MTC shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay MTC within fifteen (15) calendar days of receipt of such invoice.

3. Revenue Allocation

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

- A. To offset Contracting Agency’s bank fees and direct bank charges related to the managing of the Clipper® accounts;
- B. After deduction of Contracting Agency’s bank fees and charges under Section 3.A, to reduce the Operators’ Clipper® operating costs listed in Section 2.B(i); and
- C. After payment of Operators’ Clipper® operating costs listed in Section 2.B(i), to be allocated to Operators using the formula specified in Section 1.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card-related activities shall be reserved to pay for future card procurements; provided, however, that

surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered “fare revenue” and shall be distributed to and retained by such Operator.)

Appendix B-2

Clipper[®] Cost and Revenue Allocation Effective July 1, 2016 through December 31, 2016

1. Cost Allocation Among Operators

The allocation of Clipper[®] operating costs to each Operator shall be based on a combination of revenue collected and the number of fee payment transactions processed. “Revenue collected” shall mean the fee collected on behalf of each Operator by the Clipper[®] clearinghouse (*e.g.*, the price charged to ride on the Operator’s transit system, the value of pass sales, the amount of parking fees paid). A “fee payment transaction” shall mean any activity in which a Clipper[®] card is used to receive service on or from an Operator’s system (*e.g.*, to ride on the Operator’s transit system, to park on the Operator’s property). A fee payment transaction shall be attributed to the Operator on whose system the service was provided, except that a transaction in which a patron uses a Muni Fast Pass to ride BART will be attributed to MTA. All fee payment transactions are included for purposes of allocating Clipper[®] operating costs, regardless of whether the transaction results in a reduction of the amount of stored value or stored rides on a Clipper[®] card (*e.g.*, use of a monthly pass on a transit system, intra-operator transfers, entry and exit transactions for a single ride where both transactions are required to compute the appropriate fare payment).

One-third (1/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator’s share of total revenue collected by the Clipper[®] clearinghouse, as defined above. Two-thirds (2/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator’s share of total fee payment transactions processed by the Clipper[®] clearinghouse, as defined above.

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

- a. Clipper[®] Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator’s site; and
- b. Credit/debit interchange fees charged through an Operator-specific credit/debit gateway associated with Clipper[®] sales through ticket office terminal devices . This responsibility is subject to review pursuant to Article I.E of the MOU to ensure that no single Operator is unfairly burdened by such fees.
- c. Incremental Clipper[®] operating costs established by and/or resulting from Clipper[®] Contract change orders requested and funded by an Operator for such Operator’s use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC’s responsibility as described below.

2. **Clipper[®] Costs**

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper[®] operating costs:

- ii. All fixed operating costs of the Clipper[®] clearinghouse and equipment maintenance services costs as specified in the Clipper[®] Contract’s Price Schedule (Attachment 2 to the Clipper[®] Contract) (the “Price Schedule”), including:
 - a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper[®] Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- iii. Variable Clipper[®] operating costs as specified in the Price Schedule (Attachment 2 to the Clipper[®] Contract), specifically:
 - a. Item 8.10(a-g) Card Distribution Services
 - b. Item 8.11 Card Distribution Services
 - c. Item 8.12 Card Distribution Services
 - d. Item 8.20 Cardholder Education
 - e. Item 8.31 Location Acquisition for Completion of Distribution Network
 - f. Item 8.32 Location Acquisition for Completion of Distribution Network
 - g. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - h. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)

All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs.

- a. Operators shall pay the following listed Clipper[®] operating costs in accordance with the cost sharing formula in Section 1, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper[®] Contractor under the Clipper[®] Contract Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper[®] Contract:
 - i. Item 9.24 Balance Protection Services Registration
 - ii. Item 9.25 Lock/unlock Clipper[®] Application
 - iii. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - iv. Item 10.11 Clipper[®] E-purse Load
 - v. Item 10.12 Pass/Stored Ride Load

- vi. Item 10.24 Employer Program Commission
- vii. Item 11.0 Autoload Services
- viii. Item 13.22.45 Supplemental Monthly Operations and Admin
- ix. Item 13.31 Clipper® Transaction Fee
- x. Item 13.60 Incremental Gateway Fees
- xi. Item 13.70 Incremental Debit Card Interchange Fees
- xii. Item 13.80 Incremental Credit Card Interchange Fees
- xiii. Item 13.90 Pass Through Website Credit Card Processing Fees
- xiv. Reimbursement of MTC bank fees and direct bank charges in connection with the Clipper® bank account(s) in excess of the amounts reimbursed under Section 3.A below
- xv. Direct payment or reimbursement of MTC costs for network communication.
- xvi. Direct payment or reimbursement of MTC costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper® cards
- xvii. A portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper® program.
- xviii. A minimum fifty-percent of the salary and benefits of the Clipper Executive Director.
- xix. Credit/debit interchange fees charged through an Operator-specific gateway associated with Clipper® sales through add value and ticket vending machines, as long as the total average fees do not exceed the average Clipper fees (reimbursement procedures subject to the adoption by the Clipper® Executive Board at least 90 days in advance)

b. Changes or Additions to Operator Operating Costs Items. Substantive changes or additions to the Operator-paid operating cost items set forth in B(i)(a-o) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.

C. MTC shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay MTC within fifteen (15) calendar days of receipt of such invoice.

3. Revenue Allocation

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

- A. To offset Contracting Agency’s bank fees and direct bank charges related to the managing of the Clipper® accounts;
- B. After deduction of Contracting Agency’s bank fees and charges under Section 3.A above, to reduce the Operators’ Clipper® operating costs listed in Section 2.B(i) above; and
- C. After payment of Operators’ Clipper® operating costs listed in Section 2.B(i) above, to be allocated to Operators using the formula specified in Section 1 herein.

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

Appendix B-3

**Clipper® Cost and Revenue Allocation
Effective January 1, 2017**

1. Cost Allocation Among Operators

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

The allocation of Clipper® operating costs to each Operator shall be based on the following formula:

MOU Section 2.B.i	Fee Category	Allocation Formula
a,b,c	9.00 Cardholder Support Services	Percentage of Cards Used
d,e,f	10.10 Third Party Load Service Fees	Percentage of Cards Used
g	11.00 Autoload Services	Percentage of Cards Used
h	13.20 Supplemental Operations	Percentage of Cards Used
i	13.30 Clipper Transaction Fee	Percentage of Fee Generating Transit Transactions
j,k,l,m,n	13.60-90 Incremental Debit Card Interchange Fees	Percentage of Revenue Processed
o	Network Communication Reimbursement	Direct Charge to Operator
p	Specialized Card Printing	Direct Charge to Operator
q	Operator Share of MTC Staffing	Percentage of Cards Used
r	Add Value/TVM Debit Card Interchange Fees for Non-Clipper Gateways	Percentage of Revenue Processed

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

- a. Clipper® Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator’s site; and

- b. Credit/debit interchange fees charged through an Operator-specific credit/debit gateway associated with Clipper[®] sales through ticket office terminal devices. This responsibility is subject to review pursuant to Article I.F to ensure that no single Operator is unfairly burdened by such fees.
- c. Incremental Clipper[®] operating costs established by and/or resulting from Clipper[®] Contract change orders requested and funded by an Operator for such Operator’s use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC’s responsibility as described below.

2. **Clipper[®] Costs**

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper[®] operating costs:

- iii. All fixed operating costs of the Clipper[®] clearinghouse and equipment maintenance services costs as specified in the Clipper[®] Contract’s Price Schedule (Attachment 2 to the Clipper[®] Contract) (the “Price Schedule”), including:
 - a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper[®] Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- iv. Variable Clipper[®] operating costs as specified in the Price Schedule (Attachment 2 to the Clipper[®] Contract), specifically:
 - a. Item 8.10(a-g) Card Distribution Services
 - b. Item 8.11 Card Distribution Services
 - c. Item 8.12 Card Distribution Services
 - d. Item 8.20 Cardholder Education
 - e. Item 8.31 Location Acquisition for Completion of Distribution Network
 - f. Item 8.32 Location Acquisition for Completion of Distribution Network
 - g. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - h. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)

All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs.

- a. Operators shall pay the following listed Clipper® operating costs in accordance with the cost sharing formula in Section 1, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper® Contractor under the Clipper® Contract Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper® Contract:
 - i. Item 9.24 Balance Protection Services Registration
 - ii. Item 9.25 Lock/unlock Clipper® Application
 - iii. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - iv. Item 10.11 Clipper® E-purse Load
 - v. Item 10.12 Pass/Stored Ride Load
 - vi. Item 10.24 Employer Program Commission
 - vii. Item 11.0 Autoload Services
 - viii. Item 13.22.45 Supplemental Monthly Operations and Admin
 - ix. Item 13.31 Clipper® Transaction Fee
 - x. Item 13.60 Incremental Gateway Fees
 - xi. Item 13.70 Incremental Debit Card Interchange Fees
 - xii. Item 13.80 Incremental Credit Card Interchange Fees
 - xiii. Item 13.90 Pass Through Website Credit Card Processing Fees
 - xiv. Reimbursement of MTC bank fees and direct bank charges in connection with the Clipper® bank account(s) in excess of the amounts reimbursed under Section 3.A below
 - xv. Direct payment or reimbursement of MTC costs for network communication.
 - xvi. Direct payment or reimbursement of MTC costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper® cards
 - xvii. A portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper® program.
 - xviii. A minimum fifty-percent of the salary and benefits of the Clipper Executive Director.
 - xix. Credit/debit interchange fees charged through an Operator-specific gateway associated with Clipper® sales through add value and ticket vending machines, as long as the total average fees do not exceed the average Clipper fees (reimbursement procedures subject to the adoption by the Clipper® Executive Board at least 90 days in advance)

- b. Changes or Additions to Operator Operating Costs Items. Substantive changes or additions to the Operator-paid operating cost items set forth in B(i)(a-o) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.

C. MTC shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay MTC within fifteen (15) calendar days of receipt of such invoice.

3. Revenue Allocation

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

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper® accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 3.A above, to reduce the Operators' Clipper® operating costs listed in Section 2.B(i) above; and
- C. After payment of Operators' Clipper® operating costs listed in Section 2.B(i) above, to be allocated to Operators using the formula specified in Section 1 herein.

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

4. Review

The Parties acknowledge that this Appendix B is based upon and specific to the payment terms of the existing Clipper® Contract which has a term through November 2, 2019. Therefore, the Parties agree to commence good-faith negotiations at least six months prior to the effective date of any successor contract(s) to the existing Clipper® Contract, for an amendment to the MOU to implement revisions to this Appendix B that would take effect on such successor contract's effective date."

Appendix C

Program Goals and Performance Measures

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

Goal: Provide an intuitive, efficient, and familiar experience

- Electronic fare payment is the primary payment method for all transportation fares and fees
 - ✓ Mobile fare payment is integrated into and branded as Clipper®
 - ✓ Parking at transit stations is paid with Clipper®
 - ✓ Bikeshare at transit stations can be paid with Clipper®
 - ✓ Paratransit trips can be paid with Clipper®
- Transit systems to move 100% to Clipper or incentivize use of Clipper® depending on mode
 - ✓ Heavy commuter rail and ferry systems accept only Clipper® (extended and limited use)
 - ✓ Bus/light rail operators to adopt fare differentials to incentivize use of Clipper® and transition remaining products to Clipper®

Goal: Provide excellent, proactive customer service

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

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

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

Goal: Govern the program efficiently and cost-effectively

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

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

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

Goal: Ensure program flexibility and responsiveness

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

Goal: Ensure operational efficiency and reliability

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

Appendix D

Dispute Resolution

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

1. Informal Dispute Resolution

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

2. Mediation

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

3. Operator Obligations

An Operator who disputes amounts claimed by MTC to be due under the MOU agrees to pay the amount claimed pending dispute resolution.

Appendix E

Special Provisions for the City and County of San Francisco.

(References to “City” in Paragraphs 1 and 2 refer to the City and County of San Francisco)

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

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

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

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

Appendix F

Notices

Contact:	Mailing Address:
Metropolitan Transportation Commission Name: _____ Title: _____ Email: _____ Phone: _____ Fax: 510-817-5848	101 – 8th Street Oakland, CA 904607
Alameda-Contra Costa Transit District Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____	1600 Franklin Street Oakland, CA 94612
Central Contra Costa Transit Authority Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____	2477 Arnold Industrial Way Concord, CA 94520
City of Fairfield, as the operator of Fairfield and Suisun Transit Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____	
City of Petaluma Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____	
City and County of San Francisco, acting by and through its Municipal Transportation Agency Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____	1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103

<p>Eastern Contra Costa Transit Authority Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Golden Gate Bridge Highway and Transportation District Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	<p>P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601</p>
<p>Livermore/Amador Valley Transit Authority Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Marin County Transit District Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Napa County Transportation and Planning Agency Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Peninsula Corridor Joint Powers Board Name: Rita P. Haskin Title: Executive Officer, Customer Service and Marketing Email: haskinr@samtrans.com Phone: 650-508-6248 Fax: 650-508-7919</p>	<p>P.O. Box 3006 San Carlos, CA 94070-1306</p>
<p>San Francisco Bay Area Rapid Transit District Name: Patricia Nelson Title: Project Manager, Clipper Program Email: pnelson@bart.gov Phone: 510-874-7323 Fax: 510-287-4747</p>	<p>300 Lakeside Drive, 16th floor Oakland, CA 94612</p>

<p>San Francisco Bay Area Water Emergency Transportation Authority Name: _____ Title: _____ Phone: _____ Fax: _____</p>	
<p>San Mateo County Transit District Name: Rita P. Haskin Title: Executive Officer, Customer Service and Marketing Email: haskinr@samtrans.com Phone: 650-508-6248 Fax: 650-508-7919</p>	<p>P.O. Box 3006 San Carlos, CA 94070-1306</p>
<p>Santa Clara Valley Transportation Authority Name: Ali Hudda Title: Deputy Director, Accounting Email: ali-hudda@vta.org Phone: 408-546-7922 Fax: _____</p>	<p>3331 N. First Street, Building C San Jose, CA 95134-1906</p>
<p>Solano County Transit Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Sonoma County Transit Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Sonoma-Marin Area Rail Transit Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>Vacaville City Coach Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	

<p>Western Contra Costa Transit Authority Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____</p>	
<p>[City of Santa Rosa Name: _____ Title: _____ Email: _____ Phone: _____ Fax: _____]</p>	

AGENDA

ITEM 8



S T A F F R E P O R T

SUBJECT: LAVTA Fares and Clipper Day Pass Accumulator

FROM: Beverly Adamo, Director of Administrative Services

DATE: August 25, 2015

Action Requested

Update LAVTA's Consolidated Fares Policy with the fare media of the Clipper Card and Day Pass Accumulator.

Background

In February 2015, the Board consolidated the fare schedules and transfer agreements in Resolution No. 02-2015. Subsequently, in July 2015, the Board was informed of the fares that would be available on the Clipper Card, the regional transit fare payment system (see Attachment 1). Based on that review, it was determined the only change in fare media with respect to the Clipper Card in comparison with LAVTA's fares is the Day Pass Accumulator. The Board directed staff to conduct an impact analysis, in this case a public hearing, to determine potential impact to Wheels passengers with the implementation of the proposed Day Pass Accumulator.

Discussion

A Public Hearing was held on August 17, 2015 and Attachment 2 provides a record of the public hearing, including the public outreach used to notify the public of potential changes with the Clipper Card Day Pass Accumulator. In addition, there were a number of channels for the public to provide comments. Attachment 3 provides the list of three (3) public comments received and additional information from Staff regarding the comments. Please note that all three people providing comments were contacted personally by Staff and their questions and/or concerns were addressed.

Based on the public comments received, impact would seem to be minimal and positive; therefore, Staff recommends that the Board add the Day Pass Accumulator to LAVTA's fare media as documented in Attachment 4, Resolution 27-2015.

Budget Considerations

Attachment 1 addresses the potential fiscal impact, which are not anticipated to be significant. Staff will keep the Board informed of the trends that develop.

Next Steps

The Comprehensive Operational Analysis (COA) that is currently underway, includes a fare analysis. These results and any recommendations regarding changes to the current fares and transfer agreements will be brought to the Board in the near future.

Recommendation

Forward a recommendation to the Board of Directors to approve LAVTA's Fares and Transfer Agreements, adding the Clipper Card including the Day Pass Accumulator, Resolution 27-2015.

Attachment:

1. July 6, 2015 Staff Report – Clipper Fare Update
2. Record of August 17, 2015 Clipper Day Pass Accumulator Public Hearing
3. Public Comments Received Regarding Clipper Day Pass Accumulator
4. Resolution 27-2015 LAVTA Fares and Transfer Agreements

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
S T A F F R E P O R T

SUBJECT: Clipper® Fares

FROM: Beverly Adamo, Director of Administrative Services

DATE: July 6, 2015

Action Requested

Review and direct Staff to proceed with the Title VI Impact Analysis for adding a fare media of the Day Pass Accumulator with the implementation of the Clipper Card.

Background

MTC, and its “Clipper card program contractors and consultants, are actively engaged in final preparations for installing the hardware and software necessary to implement Clipper on the East Bay Group which includes Wheels, County Connection, Tri Delta, and WestCAT. Network infrastructure has been installed at the three LAVTA facilities (Rutan, Atlantis and Transit Center) and prototype vehicle installs are complete. The fleet installation is scheduled to begin in July and completed in August. Cubic, the Clipper contractor, is aiming to have the system “revenue ready” by the 1st of October. The East Bay Group can launch any time after Cubic is revenue ready. MTC will be providing marketing services but suggests that a soft launch be done prior to January 1st with the hard launch (larger expenditure of marketing funds) after the holidays.

Discussion

Fare Changes:

The East Bay Operator group has been meeting with MTC and CH2MHill (their consultant in charge of the project) to finalize business rules and fare instruments that will be programmed into the Clipper system. From the earliest stages of these discussions, it has been clear that some aspects of the transit agencies’ existing fare structures would have to be simplified and standardized to work within the constraints of the Clipper technology.

- Cash Fares: Each agency is able to set their own cash fare for basic and express routes for adult, student, and senior. **No change for LAVTA and therefore no negative impact to passengers.**
- Transfers: Transfers under Clipper will be good for one bus ride within 120 minutes of the transfer issue time. Currently paper transfers are good for

multiple rides within 120 minutes of transfer issue. **We will be keeping paper transfers for riders who wish to continue their use and the rules for paper transfers will not change at this time. For this reason no one should be negatively affected.**

- Monthly Passes: All operators agreed to offer a 31 day rolling pass (basic and express) that is good on all East Bay group buses at a cost of \$60.00. The East Bay Value pass is currently offered as a paper product for \$60.00, but it is only good for the calendar month for which it was purchased, not a 31 day rolling period. The current Wheels Senior/Disabled Pass will continue to be offered as a paper product for \$18.00 and will continue to be good for the calendar month for which it is purchased. The Clipper card Senior/Disabled Pass will be offered as a 31 day rolling pass at a cost of \$18.00. **We plan on continuing to sell the paper products but expect riders will transfer to the 31 day rolling product available on the Clipper card. In the future we may propose to eliminate the paper version of the passes and would do a Title VI analysis at that time.**
- Day Pass Accumulator: Two of the East Bay operators (WestCat and Tri Delta) issue day passes. Their “smart” GFI fareboxes print the day pass which enables passengers to ride all day. They price the day pass very reasonably; \$3.35 Tri Delta and \$3.50 WestCat. An advantage of the day pass is that it reduces paper transfers. There was a desire by these two operators to create a day pass equivalent on Clipper for the East Bay group. MTC and Cubic have agreed to give us the Day Pass Accumulator which uses cash value stored on the card to pay for local bus fares up to a maximum amount – determined to be \$3.75 in a day in our case. For example; if you board the bus to go to work Clipper will deduct the \$2.00 fare, when you board the bus to come home Clipper will only deduct \$1.75 instead of \$2.00 because you’ve reached the maximum amount of \$3.75.

LAVTA does not have a day pass now and our current fareboxes do not have the ability to print them. The day pass accumulator is a new fare media that will only be available on our system at this time through use of the Clipper card. We will have to do a Title VI analysis and get Board approval for this fare change.

Single Point Log In:

Drivers currently log in to devices when they start their run so that headsign changes, passenger counting, and fare payment information linked to the route and bus stop can be effected and collected. The Clipper system will add another computer system on the bus that will not be connected to the current system at this time. The Clipper on board equipment includes the card reader and a driver console that will require the driver to log in with their route. The East Bay Operators have asked for single point login but this will require Cubic to develop an applications interface and our other software providers to write software that exports the route information. MTC has directed Cubic to provide a quote for the work with implementation being one year away.

Financial Reconciliation:

The East Bay Operator group will be considered one operator by Cubic when it comes to distribution of fare revenues. The group has delegated Wheels (LAVTA to be the receiver and distribution manager of the funds. Fare revenues will be distributed by LAVTA based on Cubic reports of ridership by route. Details such as how often reconciliation will be done are still being worked out by the group.

Cost

There is an annual operating cost allocated to each operator in the Clipper system based upon the number of transactions (tags on the bus). Staff is working on projecting the annual fee from MTC to pay for Cubic’s ongoing support.

Budget Considerations

Based on ridership data from April 2014 – March 2015, and assuming all ridership and fare types remain the same over the course of 1 year, other than the change(s) noted, here are the “worst case” and the “best case” with respect to financial impact:

Best case scenario – if all of the Farebuster Ticket users switched to Clipper, AND two of the trips are on the same day, that would mean instead of the \$413,236 in Ticket revenue LAVTA would receive \$484,260; an increase of \$71,025.

Worst case scenario – if all of the regular/senior/disabled fare cash paying customers switched to Clipper AND two trips are on the same day, instead of \$859,602 LAVTA would receive \$804,785; a decrease of \$54,817.

Based on the experience of the other agencies, staff does not expect a significant negative impact to either farebox recovery or ridership, as most of the business rules are “business as usual” for LAVTA. However, Staff does expect an increase in ease of use and enhanced customer experienced with the implementation of the Clipper Card.

Recommendation

The Finance and Administration Committee recommends the Board direct Staff to proceed with the Title VI Impact Analysis for adding a fare media of the Day Pass Accumulator with the implementation of the Clipper Card.

Approved: _____

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

PUBLIC HEARING RECORD

August 17, 2015

PROPOSED CLIPPER DAY PASS ACCUMULATOR

At 4:00 p.m. on August 17, 2015, the Livermore Amador Valley Transit Authority (LAVTA) conducted a public hearing for the purpose of considering a fare media change, specifically with respect to the Clipper Card and the Day Pass Accumulator. The following is the record of this hearing.

The Director of Administrative Services stated that LAVTA staff had taken significant steps to advertise the public hearing, and had received one comment to date. The purpose of the hearing was to receive testimony on the Clipper Day Pass Accumulator that, if adopted, would be effective this Fall 2015. LAVTA's Director of Planning and Communications, gave a brief overview of this potential new fare media.

The Clipper Card (Clipper) is the regional transit fare payment system. Clipper is expected to be ready for use on Wheels/Rapid buses by the end of 2015, including a proposed Day Pass Accumulator. The new fare instrument will place a maximum fare payment of \$3.75 per day for adults and youths, and \$1.75 for seniors and disabled passengers, when using the Clipper for payment of cash fares on Wheels/Rapid buses. In summary, passengers may make unlimited local bus trips for \$3.75 or \$1.75 a day depending on the fare category.

LAVTA used a variety of methods to advertise the subject matter and this public hearing to the community in order to solicit comments and concerns. Announcements to notify the public included published media, the Wheels website, community outreach at local libraries and senior centers, social media and notices onboard all Wheels buses.

Published Media

1. A notice announcing the public hearing was published in the Valley Times on July 21, 28; August 4, 11, 2015.
2. A Wheels Press Release was issued and distributed to:
 - The Tri Valley News Media (The Independent, Contra Costa Times, Valley Times, Pleasanton Weekly)
 - LAVTA board members
3. The Wheels Press Release was also posted in the Livermore, Dublin, and Pleasanton sites of The Patch, a community-specific news and information platform for the community to read and learn about what is happening in their neighborhood.

Website

1. Details of the public hearing time and location was posted to the Wheels website.
2. Description of the proposed change was posted on the Wheels website.

Community Outreach

1. Details of the public hearing was made available on social media via facebook, twitter and Nextdoor.
2. Hard copy Press Releases were available to the public at the following locations:
 - Dublin, Livermore and Pleasanton public libraries
 - Dublin, Livermore and Pleasanton senior centers
 - Wheels Administration Office
 - Wheels Transit Center

Public Notices and Displays on Wheels Buses

1. Public notices were displayed on the interior of all Wheels buses with public hearing date and location

LAVTA provided many channels through which the public could participate and let us know their opinions on the proposed service changes. The public provided feedback using the following channels of communication:

- By email (1 comment)
- By telephone (1 comment)
- By US postal mail
- Participation at today's public hearing for final input (1 comment)

These comments will be compiled in a staff report summarizing the comments and presented to the LAVTA Board of Directors at the September 14, 2015, when the Board is anticipated to vote on the proposed change to fare media.

During this public hearing, Staff presented the purpose of this hearing, a brief description of the possible fare media change, and identified how the public was notified of the potential changes. LAVTA has afforded the public an opportunity to comment on the proposed changes, and has satisfied all legal requirements.

The public was advised that no action on the fare media change will occur on the date of the hearing. Staff will make a recommendation regarding the change which will be discussed in Committee in late August and will be taken up for final action by LAVTA's Board at their meeting on September 14, 2015.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

PUBLIC COMMENTS SUMMARY

PROPOSED CLIPPER DAY PASS ACCUMULATOR

Comment #1 (received by email on 8/6/15):

I live in the city and I commute a minimum of 3 days a week using BART, Muni and Wheels. Currently I have to get a BART to Bus transfer on my morning commute for the reduced fare on Wheels, and then I have the fare buster coupons for the \$1.60 return fare in the afternoon. That's \$2.60 daily. I would love to use my clipper card to be able to get these same fares. Is this possible with the proposal or is it simply just for a day pass? The day pass would end up costing me 50 cents more per day than I pay now, which diminishes my likelihood of using it.

LAVTA Staff: Clipper was unable to accommodate any one-ride discount fares. Clipper will be able to accommodate the BART to Bus transfer, so that passengers will no longer need to stop and get a paper transfer in the BART station. Clipper will recognize that passengers just paid for a trip on BART and the transfer to Wheels buses will be \$1.00. The farebuster tickets will still be accepted on Wheels, and in in this case, in order to keep the daily fare the same the passenger can use Clipper on BART to bus transfer and the farebuster ticket for the return fare.

Comment #2 (received by phone on 8/17/15):

The price is too high for the day pass accumulator. Currently I pay \$3.00 for a daily roundtrip, using a BART to Bus transfer one way and \$2.00 cash one way.

LAVTA Staff: As stated above, the passenger will no longer need to stop and get a paper transfer in the BART station. For the return trip, a regular cash fare of \$2.00 will be charged. If the passenger rides any other Wheels buses within the two hour transfer window, there is no additional charge. It would only be if the passenger travels on Wheels the same day other than the BART transfer and regular fare trip that any additional charges would appear on Clipper in the amount of \$0.75. Essentially, the passenger will have the convenience of Clipper at the same cost (\$3.00) for the daily trips the passenger described.

Comment #3 (received at Public Hearing on 8/17/15): I would like to be sure that the current East Bay Value Pass, the multi-system pass, that allows usage on the four neighboring East Bay transit systems (Tri Delta, County Connections and WestCat) be

continued and that it not be removed. It is a great deal, great value. With the Clipper I am concerned that when a rider has to make multiple transfers between the systems, such as one County Connection bus and two Wheels buses. If that one way trip for example takes 2 ½ hours total we would run out of time and be charged more than the East Bay Value Pass....I'm a daily rider. So that is my concern how are you going to address the multiple transfers situation if someone even has to take four buses for a one way trip.

LAVTA Staff: The East Bay Value Pass will continue to be offered as a paper pass (calendar month) AND will be offered on the Clipper Card (rolling 31-day pass) for passengers who are travelling on the Wheels/County Connection/Tri-Delta/WestCat buses. If a passenger is paying cash and riding the “four buses,” the Day Pass Accumulator should be less expensive.

RESOLUTION NO. 27-2015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
UPDATING THE CONSOLIDATED FARE SCHEDULES
AND TRANSFER AGREEMENTS FOR PASSENGERS

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority adopted Resolution No. 2-2015 to consolidate existing fare schedules and transfer agreements for Fixed Route and Dial-A-Ride Paratransit Service passengers effective February 2, 2015; and

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority finds it desirable and necessary to add the Clipper Card Fares and the Clipper Card Day Pass Accumulator fare media to LAVTA's fare policy in anticipation of the Clipper Card Implementation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority updates fare schedules and agreements with upcoming Clipper Card fares as shown below:

FARE SCHEDULEI. FIXED ROUTE SERVICE – Effective March 22, 2009(i) Regular one-way fare including unrestricted transfers between Wheels buses within two hours of fare payment of:

(a)	Adults	\$2.00
(b)	Youths between ages 6 and 18	\$2.00
(c)	Senior Citizens age 65 and over	\$1.00
(d)	Disabled Persons	\$1.00
(e)	Children under age 6 when accompanied by a fare paying passenger	FREE
(f)	Americans with Disabilities Act (ADA) Certified persons (with RTC Card)	\$1.00
(g)	Eligible employees and family members/ dependents with applicable ID*	FREE

(ii) The following paper passes will be available for passengers:

(a)	Adults and Youths ages 6 through 18 Monthly 10 Ride Book/Script	\$16.00
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(b)	Regular Monthly (Calendar) Unlimited Rides Pass	\$60.00
(c)	Senior Citizens Monthly (Calendar) Unlimited Rides Pass	\$18.00
(d)	Disabled Persons Monthly (Calendar) Unlimited Rides Pass	\$18.00

II. CLIPPER CARD - FIXED ROUTE SERVICE – Effective Fall 2015 (when Clipper Card fully implemented)

(i) Regular one-way fare including unrestricted transfers between Wheels buses within two hours of fare payment of:

(a)	Adults	\$2.00
(b)	Youths between ages 6 and 18	\$2.00
(c)	Senior Citizens age 65 and over	\$1.00
(d)	Disabled Persons	\$1.00
(e)	Children under age 6 when accompanied by a fare paying passenger	FREE
(f)	Americans with Disabilities Act (ADA) Certified persons (with RTC Card)	\$1.00

(iii) The following electronic Clipper Card passes will be available for passengers:

(a)	Regular Monthly (Rolling 31 Day) Unlimited Rides Pass	\$60.00
(b)	Senior Citizens Monthly (Rolling 31 Day) Unlimited Rides Pass	\$18.00
(c)	Disabled Persons Monthly (Rolling 31 Day) Unlimited Rides Pass	\$18.00
(d)	Day Pass Accumulator Regular	\$ 3.75
(e)	Day Pass Accumulator Senior/Disabled	\$ 1.75

III. DIAL-A-RIDE PARATRANSIT SERVICE – Effective March 22, 2009

(a)	Fare per Ride	\$3.50
(b)	Eligible employees with applicable ID	Free**

REGIONAL TRANSFER POLICIES

All passes and transfers from transit systems with a reciprocal agreement (shown below) will be accepted by LAVTA at intersecting points, transit centers, and BART stations. Agencies that have reciprocal agreements with LAVTA:

Fixed Route:

- Free – To and from Wheels - City of Pleasanton, Downtown Pleasanton Route (DTR)
- Free – To and from Wheels - County Connection (CCCTA) within two hour period of boarding
- Free – From San Joaquin Regional Rail Commission (SJRRRC) aka Altamont Corridor Express (ACE) to Wheels
- \$1.00 – From BART to Wheels

Dial-A-Ride:

- Free – interagency paratransit transfers from East Bay Paratransit
- Free – interagency paratransit transfers to and from County Connection Links

WHEELS CLASS PASS PROGRAM

A class pass is a free bus ride for up to 25 passengers (includes children, teachers and adult supervisors) from a school to any Tri-Valley destinations that WHEELS fixed routes currently serve. Teachers may request up to two (2) class passes per school year.

*LAVTA Employees and contracted employees, as well as “eligible family members/dependents” defined below shall be issued picture identification cards that will be good for a period not to exceed one year. LAVTA staff and dependents, and contractor staff may be issued a picture ID upon date of hire, but contractor dependents are not eligible for an ID until 90 days after the employee’s hire date. At the beginning of each fiscal year, July 1, a new annual sticker will be issued to each employee and eligible dependent in order to ride Fixed Route transit. Board Members and their dependents are eligible for an ID; however retirees of the agency are not.

“Eligible Family Member/Dependent” is defined as a person who is claimed by the employee on their tax returns; or in the event no tax return is filed, then a person who is covered on the employee’s health benefits. If no tax return is filed and the employee does not elect health benefits, then a notarized and signed statement documenting that the identified person would meet the requirements of “dependent” as defined by within the parameters of a tax return or health benefit election.

LAVTA’s maintenance and operations contractor will be responsible for collecting employee and family member ID cards upon the termination of employment for one of their employees and returning these ID cards to LAVTA.

** Free rides on Dial-A-Ride will be available only for Authority direct or contracted employees (no dependents), who are certified eligible for participation in the ADA paratransit program, and only for work related trips. Fraudulent use of the issued IDs, whether by a Wheels employee or their dependent, will result in rescinding the employee’s free ride privileges as well as the privileges of the employee’s dependents.

PASSED AND ADOPTED this 14th day of September 2015.

Don Biddle, Chair

ATTEST:

Michael Tree, Executive Director

APPROVED AS TO FORM:

Michael Conneran, Legal Counsel

AGENDA

ITEM 9



STAFF REPORT

SUBJECT: State Legislative Update

FROM: Executive Director

DATE: August 25, 2015

Action Requested

Staff requests that the Finance & Administrative Committee discuss and forward to the LAVTA Board a recommendation of support for the following state legislation:

- ABX1 7, SBX1 8 (Cap and Trade)
- ABX 1 8, SBX 1 7 (Sales and Use Tax)

Background

The Governor has called an extraordinary session on transportation. Below are four bills that have been introduced in the extraordinary session that address transportation funding.

ABX1 7, SBX1 8 (Cap and Trade) – Nazarian, Hill

The ultimate goal of the Cap and Trade Program is to reduce greenhouse gas emissions through mechanisms that allow for clean technology investments. Within its allocation plan, the program currently appropriates 10% of funding proceeds to the transit and Intercity Rail Capital Program and 5% to the Low Carbon Transit Operations Program. Instead, this bill would increase funding allocations from 10% to 20% in the Transit and Intercity Rail Capital Program. Similarly, it would increase funding allocations from 5% to 10% in the Low Carbon Transit Operation Program.

An identical bill, SBX1 8, has been introduced and provides for the same increases in annual proceeds through the Cap and Trade Program. Both bills would benefit LAVTA by doubling the level of operating assistance received through the Cal and Trade Program. Additionally, it would provide an increase in the opportunities available which LAVTA can compete for through capital programs.

ABX1 8, SBX1 7 (Sales and Use Tax) – Chiu & Bloom, Allen

Current law, which has established general sales and use tax, also enforces an additional tax on diesel fuel. The existing rate of additional diesel sales and use tax is 1.75%, which becomes available through formula allocation for public transportation use. ABX1 8

proposes to increase the diesel sales and use tax from 1.75% to 5.25%, effective July 1, 2016. An identical bill, SBX1 7, was introduced by Senator Allen in support of the increase. Staff is in the process of determining the positive fiscal impact of this bill to LAVTA.

Additional Information Regarding Extraordinary Session

For the Board's reference and interest, attached are all the legislative bills that have been brought forward during the extraordinary session on transportation.



July 21, 2015

Transportation Special Session Legislation

Bills	Subject	Status	Client - Position
<p>ABX1 1 (Alejo D) Transportation funding.</p>	<p>ABX 1 is the reintroduction of AB 227, which was held in the Assembly Budget Committee due to the impact the bill would have on the general fund. ABX 1 includes the following provisions:</p> <ul style="list-style-type: none"> • Halt the use of truck weight fees for debt service payments, • Require all loans made to the general fund from transportation accounts to be repaid by December 31, 2018, • Halt the diversion of "Non-Article 19" funds to transportation debt service, • Specify that all swap excise tax revenue would be allocated 44% to the STIP, 12% to the SHOPP, and 44% to cities and counties for local streets and roads. <p>While ABX 1 halts the transfer of weight fees to the general fund, it does not provided a backfill to the general fund.</p>	<p>ASSEMBLY PRINT</p>	
<p>ABX1 2 (Perea D) Transportation projects: comprehensive development lease agreements.</p>	<p>ABX 2 is the reintroduction of AB 1265, which was held on the Assembly Appropriations Committee's Suspense File. This bill would repeal the sunset date on the CTC's authority to approve public-private partnership projects.</p> <p>Current law authorizes a regional transportation agency to seek approval from the CTC to enter into public-private partnership to build toll facilities. ABX 2 would repeal the existing January 1, 2017 sunset date on this authority.</p>	<p>ASSEMBLY PRINT</p>	
<p>ABX1 3 (Frazier D) Transportation funding.</p>	<p>ABX 3 is a spot bill that contains legislative intent language to enact permanent and sustainable sources of funding to repair state and local roadways.</p>	<p>ASSEMBLY PRINT</p>	

<p><u>ABX1 4</u> (Frazier D) Transportation funding.</p>	<p>ABX 4 is another spot bill that includes intent language to enact sustainable funding sources to improve the state's key trade corridors and support local efforts to repair and improve local transportation infrastructure.</p>	<p>ASSEMBLY PRINT</p>	
<p><u>ABX1 5</u> (Hernández, Roger D) Income taxes: credits: low-income housing: farmworker housing assistance.</p>	<p>ABX 5 makes several changes that would increase the amount of tax credits that could be allocated by the California Tax Credit Allocation Committee to farmworker housing projects. The bill would increase the amount of tax credits allocated to farmworker housing from \$500,000 to \$25 million annually. The bill would also state that qualified projects can include not less than 50% farmworker residents.</p>	<p>ASSEMBLY PRINT</p>	
<p><u>ABX1 6</u> (Hernández, Roger D) Affordable Housing and Sustainable Communities Program.</p>	<p>ABX 6 would dedicated 20% of the funds allocated to the Affordable Housing & Sustainable Communities Program to projects located in rural areas, and requires 50% of the rural set aside must be used for affordable housing projects.</p>	<p>ASSEMBLY PRINT</p>	
<p><u>ABX1 7</u> (Nazarian D) Public transit: funding.</p>	<p>ABX 7 would increase the share of cap & trade funds dedicated to transit. The bill would increase the amount allocated to the Low Carbon Transit Operations Program from 5% to 10%, and increase the amount allocated to the Transit & Intercity Rail Capital Program from 10% to 20%.</p>	<p>ASSEMBLY PRINT</p>	
<p><u>ABX1 8</u> (Chiu D) Diesel sales and use tax.</p>	<p>Starting on July 1, 2016, ABX 8 would impose a sales tax on diesel fuel sales of 5.25%. This revenue would be deposited into the Public Transportation Account and allocated to operators through the State Transit Assistance formula.</p> <p>The bill would also sunset the existing 1.75% gas tax swap add-on sales tax imposed on diesel fuel sales on July 1, 2016. Thus replacing the existing 1.75% rate with the 5.25% rate.</p>	<p>ASSEMBLY PRINT</p>	
<p><u>SBX1 1</u> (Beall D) Transportation funding.</p>	<p>Like SB 16, SBX 1 is the Senate Democrat's transportation funding proposal that would generate up to \$3.6 billion annually over the next 5 years. The funds would primarily be used to fund state highway and local and street and road maintenance needs.</p>	<p>SENATE T. & I.D.</p>	

SBX 1 was amended on July 14th to make the following changes:

- Gasoline excise tax increased to 12 cents from 10 cents.
- Diesel excise tax increases to 22 cents from 12 cent. The amount dedicated to trade corridors was increased from 2 cents to 12 cents.
- Eliminates the BOE's annual true-up of the gas tax swap and replaces it with a fixed swap excise tax of 17 cents that would be adjusted for inflation by the BOE every three years.
- Expands the allowable use of these funds by cities and counties to include maintenance and rehabilitation, safety projects, grade separation projects, and *active transportation projects associated with any other allowable project.*
- If a city or county has a pavement condition index of 85 or higher then it could use the funds any transportation purpose.
- Deletes the proposed VLF increase and replaces it with a \$35 "Road Access Charge". This is in addition to the vehicle registration fee increase of \$100 on alternative fueled vehicles and \$35 on all other vehicles.
- Transferring weight fee revenues currently used for bond debt to the Road Maintenance and Rehabilitation Account is deleted. The \$35 Road Access Charge would be deposited into the Road Maintenance and Rehabilitation Account, and the weight fee revenue would continue to be used for debt payments in order to eliminate any general fund impact.
- 5% dedicated to the SLPP remains unchanged.
- The sunset date is deleted.

SBX 1 and SB 16 would dedicate 5% of the funds toward an incentive program to encourage new local transportation sales tax programs – counties with an existing sales tax program are not eligible for

	these funds. The remaining funds are equally split between Caltrans maintenance projects and local street and road projects.		
SBX1 2 (Huff R) Greenhouse Gas Reduction Fund.	SBX 2 is part of the Senate Republican Caucuses proposal to direct cap & trade auction revenue to transportation projects. It is estimated that this would direct \$1.9 billion to transportation projects. SBX 2 would that all auction proceeds that are derived from including transportation fuels in the cap & trade program shall be appropriated by the Legislature for transportation infrastructure, including public streets and highways, but not high speed rail.	SENATE T. & I.D.	
SBX1 3 (Vidak R) Transportation bonds: highway, street, and road projects.	SBX 3 would halt the use of existing bonds for construction of the high speed rail system, and redirect the use of unsold bonds to state and local transportation projects. The bill would make the following changes: <ul style="list-style-type: none"> • Use any outstanding bond proceeds to pay off the debt of those bonds. • Use any unissued bonds for transportation projects whereby 50% is appropriated to Caltrans for highway maintenance and new construction, and 50% to a new program in Caltrans to fund the repair and new construction of local streets and roads. 	SENATE T. & I.D.	
SBX1 4 (Beall D) Transportation funding.	SBX 4 is spot bill that includes legislative intent language to establish a permanent and sustainable funding source to maintain and repair state highways, local roads, bridges and other critical infrastructure. SBX 4 has procedurally been moved to the Third Reading File without being heard in a policy committee.	SENATE THIRD READING	
SBX1 5 (Beall D)	SBX 5 is a spot bill with legislative intent language to establish a sustainable funding source to improve the state key trade corridors and support efforts by	SENATE THIRD READING	

Transportation funding.	<p>local governments to repair and improve local transportation infrastructure.</p> <p>SBX 5 has also been moved to the Senate Third Reading File without a policy committee hearing.</p>		
<p>SBX1 6 (<u>Runner R</u>) Greenhouse Gas Reduction Fund: transportation expenditures.</p>	<p>SBX 6 makes two significant changes. First, it would delete the continuous appropriation of 25% of cap & trade funds to the High Speed Rail Authority.</p> <p>Second, after the allocations are made to the Low Carbon Transit Operations Program, Transit & Intercity Rail Program, and the Affordable Housing & Sustainable Communities Program, the remaining 65% would be continuously appropriated to the CTC. The CTC would allocate the funds to high-priority transportation projects with 40% to state highway projects, 40% to local street and road projects, and 20% to public transit projects.</p>	SENATE T. & I.D.	
<p>SBX1 7 (<u>Allen D</u>) Diesel sales and use tax.</p>	<p>Identical to ABX 8, SBX 7 would replace the existing 1.75% diesel fuel sales tax that was imposed as part of the gas tax swap with a 5.25% sales tax rate.</p> <p>Starting on July 1, 2016, SBX 7 would impose a sales tax on diesel fuel sales of 5.25%, and sunset the existing 1.75% sales tax rate imposed on diesel fuel sales. This revenue would be deposited into the Public Transportation Account and allocated to operators through the State Transit Assistance formula.</p>	SENATE PRINT	
<p>SBX1 8 (<u>Hill D</u>) Public transit: funding.</p>	<p>SBX 8 is identical to ABX 7.</p> <p>SBX 8 would the amount allocated to the Low Carbon Transit Operations Program from 5% to 10%, and increase the amount allocated to the Transit & Intercity Rail Capital Program from 10% to 20%.</p>	SENATE PRINT	
<p>SBX1 9 (<u>Moorlach R</u>) Department of Transportation.</p>	<p>SBX 9 would prohibit Caltrans from using any "one-time" revenue to pay for staff costs, and it would phase in a requirement to contract out for architectural and engineering services.</p> <p>The bill would require starting on July 1, 2016 for Caltrans to contract out 15% of all architectural and</p>	SENATE PRINT	

	engineering services. That amount would ratchet up each year for 7 years to ultimately require 50% of architectural and engineering services be contracted out.		
<u>SBX1 10</u> (Bates R) Regional transportation capital improvement funds.	SBX 10 would substantially alter how the county share of STIP funds are allocated and programmed. The bill would essentially allocate the 75% share of state and federal funds to the regional transportation planning agencies as a block grant as determined by the existing formula. The regional agencies would then program these funds to projects identified in the regional transportation improvement program. The regional agencies would then notify the CTC of which projects will be funded and then the CTC would simply incorporate these projects into the STIP. Thus, eliminating the CTC's role in programming these funds.	SENATE PRINT	
<u>SBX1 11</u> (Berryhill R) California Environmental Quality Act: exemption: roadway improvement.	Existing law provides an exemption from CEQA for local road repair projects undertaken in a county of less than 100,000, and does not cross a waterway or affect any riparian areas, wetlands, or wildlife areas. SBX 11 would expand this CEQA exemption to apply to any state or local roadway repairs undertaken in any county.	SENATE PRINT	
<u>SBX1 12</u> (Runner R) California Transportation Commission.	SBX 12 would make the California Transportation Commission (CTC) an independent entity outside the oversight of the California State Transportation Agency. This bill would also authorize the CTC to adopt and make changes to the projects listed in the SHOPP as submitted by Caltrans. Any changes made to a project included in the SHOPP, such as cost increases, scope, or schedule, must first be approved by the CTC before being implemented by Caltrans.	SENATE PRINT	
<u>SBX1 13</u> (Vidak R) Office of the	SBX 13 would create an independent Office of the Transportation Inspector General. The office would be charged with reviewing policies, practices and	SENATE PRINT	

Transportation Inspector General.	procedures, as well as conducting audits of activities involving state transportation funds. The Inspector General would be appointed by the Governor to a 6 year term.		
SBX1 14 (Cannella R) Transportation projects: comprehensive development lease agreements.	Identical to ABX 2, SBX 14 would delete the sunset date on the CTC's ability to approve public-private-partnerships. Current law authorizes a regional transportation agency to seek approval from the CTC to enter into public-private partnership to build toll facilities. ABX 2 would repeal the existing January 1, 2017 sunset date on this authority.	SENATE PRINT	

AGENDA

ITEM 10



LAVTA COMMITTEE ITEMS - SEPTEMBER - NOVEMBER 2015

Finance & Administration Committee

August	Action	Info
Minutes	X	
Treasurers Report	X	
Legislative Update	X	
Bus Station Cleaning Award	X	
Clipper Day Pass Accumulator	X	
Quarterly Budget & Grants Update		X
Clipper MOU	X	
September	Action	Info
Minutes	X	
Treasurers Report	X	
October	Action	Info
Minutes	X	
Treasurers Report	X	
Comprehensive Annual Financial Report (CAFR)	X	
November	Action	Info
Minutes	X	
Treasurers Report	X	
Quarterly Budget & Grants Report		X
DBE Goal	X	
PTMISEA Authorizing Resolution	X	
Treasurer's Report	X	