

**MEMORANDUM OF UNDERSTANDING
FOR
SUPPLEMENTAL PUBLIC TRANSIT SERVICE**

This Memorandum of Understanding (MoU) is entered into this 1st day of July 2019 between the Livermore Amador Valley Transit Authority (LAVTA), a joint powers authority, and the Pleasanton Unified School District (PUSD), a public primary- and secondary education school district.

RECITALS

- a) LAVTA provides local public transit service (Wheels) to the cities of Dublin, Livermore, and Pleasanton, and the immediately adjacent unincorporated areas of Alameda County within its jurisdiction, by offering fixed-route local and regional service, as well as complementary paratransit service mandated by the Americans with Disabilities Act (ADA).
- b) LAVTA in certain cases deploys supplemental Wheels routes to middle- and high schools, when passenger demand so warrants.
- c) LAVTA provides, among other such services, two supplemental fixed routes (605 and 611) to/from Amador Valley High School (AVHS), which operate with one inbound trip in the AM and one outbound trip in the PM, timed to the main bell schedule.
- d) All the LAVTA Wheels routes, even supplemental routes geared toward schools, are open to the general public.
- e) PUSD provides primary- and secondary education at nine elementary schools, three middle schools, two comprehensive high schools, and one alternative high school.
- f) PUSD offers, among other curricula and programs, an “A” instructional period in the morning, prior to the main bell time, as well as a “B” instructional period in the afternoon, after the main bell time.
- g) PUSD is embarking on a construction project at AVHS which will temporarily limit parking capacity during approximately the first 12 weeks of the fall semester of 2019.
- h) PUSD desires to mitigate the temporary reduction in parking capacity by augmenting the existing public transit service to/from AVHS, and by underwriting students’ fares on the supplemental AVHS routes.
- i) LAVTA and PUSD desire to enter into this MoU in order to temporarily augment the existing Wheels service at AVHS with the purpose of providing a backup option for students facing a loss of parking – including those attending A and B periods, by way of an additional, earlier morning departure, as well as an additional, later afternoon departure for the two Wheels supplemental routes at AVHS.

NOW, THEREFORE, in consideration of the promises herein, the parties agree as follows:

1. Scope

- a) LAVTA will provide, in addition to its main bell AVHS service, an additional, earlier inbound frequency in the morning for each of its routes 605 and 611, as well as a second outbound afternoon frequency for each of its routes 605 and 611, henceforth referred to as “the additional service”.

- b) The additional service in the morning will be scheduled to arrive at AVHS at approximately 6:40a, whereas the additional service in the afternoon will be scheduled to depart AVHS at approximately 4:15p, with typical end-to-end route travel times of approximately 35-45 minutes.
- c) LAVTA will honor AVHS student IDs in lieu of charging a fare on all route 605 and 611 trips, including the regular bell trips, henceforth referred to as "*the fare waiver*".
- d) The principal neighborhoods served by the above routes include Amaral Park, Fairlands, Vintage Hills, and Ruby Hill.
- e) The additional service will operate during regular school days from the beginning of the fall semester on August 12, 2019, until anticipated completion of the AVHS construction project on or around October 31, 2019; service may be terminated before or after this date, depending on the construction project's completion.
- f) The fare waiver will cease in conjunction with the termination of the additional service.
- g) The additional service will not be provided in the morning on Wednesdays, when no "A" period instruction is offered.
- h) The additional service will operate under the exact same conditions as all other Wheels service, and will be open to the general public.

2. Cost and reimbursement

- i) The additional service is estimated to incur an additional 19.43 vehicle hours weekly, at a fully allocated gate-to-gate cost rate of \$99.73 per hour, for a total cost of \$1,937.75 per week.
- j) The systemwide average fare revenue per passenger boarding is estimated at \$1.30, based on LAVTA's current revenue levels.
- k) PUSD agrees to reimburse LAVTA for the additional service at the above rates.
- l) PUSD agrees to reimburse LAVTA for the lost farebox revenue that will result from the fare waiver, at a rate of \$1.30 per individual passenger boarding.
- m) Based on usage (ridership) in the fall of 2018, where approximately 940 boardings took place weekly on routes 605 and 611, the PUSD reimbursement to LAVTA for the fare waiver is estimated to be \$1,222 per week for the regularly scheduled trips, but may, however, be lower or higher based on actual ridership. In addition, the estimated fare waiver reimbursement for the additional service may range from \$0 per week in the event of no ridership at all, to \$1,404 per week, based on the maximum additional capacity.
- n) LAVTA shall issue to PUSD a single bill for the additional service and for the fare waiver, at the conclusion of the additional service and fare waiver period, with payment due within thirty (30) days of bill issue.

3. Effective date, duration, modification, and termination

- o) This MoU is in effect the date and year first above written.
- p) This MoU, including its cost estimates, is based on the AVHS bell schedule that was effective as of spring semester, 2019.
- q) This MoU shall be in effect thru December 31, 2019.
- r) This MoU shall become effective upon signature by authorized officials from PUSD and LAVTA.

THIS AGREEMENT executed the date and year first above written.

LIVERMORE AMADOR VALLEY
TRANSIT AUTHORITY

PLEASANTON UNIFIED
SCHOOL DISTRICT

Michael Tree, Executive Director

Title

ATTEST:

Title