



**Regular Meeting of the Board of Directors**

**Tuesday, February 26, 2019**

**10:00 a.m.**

Antelope Valley Transit Authority Community Room  
42210 6<sup>th</sup> Street West, Lancaster, California  
[www.avta.com](http://www.avta.com)

**AGENDA**

For record keeping purposes, and if staff may need to contact you, we request that a speaker card, located at the Community Room entrance, be completed and deposited with the AVTA Clerk of the Board. This will then become public information. Please note that you do not have to complete this form or state your name to speak. A three-minute time limit will be imposed on all speakers other than staff members.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact the Clerk of the Board at (661) 729-2206 at least 72 hours prior to the scheduled Board of Directors meeting.

Translation services for Limited English Proficiency (LEP) persons are also available by contacting the Clerk of the Board at least 72 hours prior to the meeting.

**Please turn off, or set to vibrate, cell phones, pagers, and other electronic devices for the duration of this meeting.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:**

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Steve Hofbauer, Director Angela Underwood–Jacobs, Director Michelle Flanagan, Director Richard Loa

**APPROVAL OF AGENDA**

**PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:**

If you would like to address the Board on any agendized or non-agendized items, you may present your comments at this time. Please complete a speaker card (available as you enter the Community Room) and provide it to the Clerk of the Board. Speaking clearly, state and spell your name for the record. **State law generally prohibits the Board of Directors from taking action on or discussing non-agenda items; therefore, your matter will be referred to the Authority's Executive Director/CEO for follow-up.** Each speaker is limited to three (3) minutes.

**SPECIAL REPORTS, PRESENTATIONS, AND REQUESTS FOR DIRECTION (SRP):** During this portion of the meeting, staff will present information not normally covered under regular meeting items. This information may include, but is not limited to budget presentations, staff conference presentations, or information from outside sources that relates to the transit industry. **Staff will seek direction as is necessary from the Board with regard to the following item(s).**

- SRP 1 RECOGNITION OF NORM HICKLING FOR HIS SERVICE TO AVTA – MARVIN CRIST
- SRP 2 RECOGNITION OF JUAN CARRILLO FOR HIS SERVICE AS AN AVTA BOARD MEMBER REPRESENTING THE CITY OF PALMDALE – MACY NESHATI
- SRP 3 RECOGNITION OF JASON FINCH FOR HIS SERVICE AS AN AVTA TRANSIT ADVISORY COMMITTEE MEMBER REPRESENTING THE CITY OF PALMDALE – MACY NESHATI
- SRP 4 RECOGNITION OF TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR JANUARY 2019 – MARTIN TOMPKINS, TRANSDEV
- SRP 5 LEGISLATIVE REPORT FOR FEBRUARY 2019 – JUDY VACCARO-FRY
- SRP 6 FISCAL YEAR 2018/2019 (FY19) SECOND QUARTER MAINTENANCE KEY PERFORMANCE INDICATORS (KPI) REPORT (OCTOBER 1 – DECEMBER 31, 2018) – MARK PERRY

*Recommended Action: Receive and file the FY19 Second Quarter Maintenance KPI Report for the period covering October 1 through December 31, 2018.*

- SRP 7 FY19 SECOND QUARTER SYSTEM-WIDE KPI REPORT (OCTOBER 1 – DECEMBER 31, 2018) – NORM HICKLING

*Recommended Action: Receive and file the FY19 Second Quarter System-Wide KPI Report for the period covering October 1 through December 31, 2018.*

**CONSENT CALENDAR (CC):** Items 1 through 4 are consent items that may be received and filed and/or approved by the Board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF JANUARY 22, 2019 – KAREN DARR

*Recommended Action: Approve the Board of Directors Regular Meeting Minutes of January 22, 2019.*

CC 2 FINANCIAL REPORT FOR JANUARY 2019 – JUDY VACCARO-FRY

*Recommended Action: Receive and file the financial report for January 2019.*

CC 3 FY19 SECOND QUARTER CAPITAL RESERVE REPORT (OCTOBER 1 – DECEMBER 31, 2018) – JUDY VACCARO-FRY

*Recommended Action: Receive and file the FY19 Second Quarter Capital Reserve Report for the period covering October 1 through December 31, 2018.*

CC 4 GRANT STATUS REPORT – JUDY VACCARO-FRY

*Recommended Action: Receive and file the Grant Status Report.*

**NEW BUSINESS (NB):**

NB 1 FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (JPA) – MACY NESHATI

*Recommended Action: Approve the First Amendment of the Amended and Restated JPA.*

NB 2 CONTRACT #2019-35 TO VINSA, INC DBA INSURANCE ASSOCIATES, LANCASTER, CA FOR INSURANCE BROKER OF RECORD – LYLE BLOCK

*Recommended Action: Authorize the Executive Director/CEO to execute Contract #2019-35 for the Insurance Broker of Record to Vinsa, Inc. dba Insurance Associates, Lancaster, CA.*

**CLOSED SESSION (CS):**

**PRESENTATION BY LEGAL COUNSEL OF ITEM(S) TO BE DISCUSSED IN CLOSED SESSION:**

- CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(a)  
Pending Litigation: Clark v. AVTA, LASC Case No. MC026036  
Pending Litigation: Sabina M. Andrade v. AVTA  
Pending Litigation: Marsh v. AVTA USDC Case No. 2:16-cv-0937-PSG  
Pending Litigation: Edsger Alvarez v. AVTA Summons Case No. BC700987  
Benjamin Alfaro v. AVTA Summons Case No. BC701049
- CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)  
Significant exposure to litigation (one potential case)
- CS 3 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of whether to initiate litigation (one potential case)
- CS 4 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of initiation of litigation (one potential case)

**RECESS TO CLOSED SESSION**

**RECONVENE TO PUBLIC SESSION**

**REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION**

**REPORTS AND ANNOUNCEMENTS (RA):**

- RA 1 Report by the Executive Director/CEO

**MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:**

During this portion of the meeting, Board Members may address non-agenda items by briefly responding to statements made or questions posed by the public, asking a question for clarification, making a brief announcement, or making a brief report on their own activities. **State law generally prohibits the AVTA Board of Directors from taking action on or discussing items not on the agenda.** Matters will be referred to the Executive Director/CEO for follow-up.

**ADJOURNMENT:**

Adjourn to the Regular Meeting of the Board of Directors on March 26, 2019 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6<sup>th</sup> Street West, Lancaster, CA.

**The agenda was posted by 5:00 p.m. on February 21, 2019 at the entrance to the Antelope Valley Transit Authority, 42210 6<sup>th</sup> Street West, Lancaster, CA 93534.**

Copies of the staff reports and attachments or other written documentation relating to each proposed item of business on the agenda presented for discussion by the Board of Directors are on file in the Office of the Executive Director/CEO. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the AVTA to the Board of Directors less than 72 hours prior to that meeting are on file in the Office of the Executive Director/CEO. These documents are available for public inspection during regular business hours at the Customer Service window of the AVTA at 42210 6<sup>th</sup> Street West, Lancaster or by contacting the Clerk of the Board at (661) 729-2206.



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**Regular Meeting of the Board of Directors**

**Tuesday, January 22, 2019**

**10:00 a.m.**

Antelope Valley Transit Authority Community Room  
42210 6<sup>th</sup> Street West, Lancaster, California  
www.avta.com

**UNOFFICIAL MINUTES**

**CALL TO ORDER**

Chairman Crist called the meeting to order at 10:01 a.m.

**PLEDGE OF ALLEGIANCE**

Director Hofbauer led the Pledge of Allegiance.

**OATH OF OFFICE:**

Director Hofbauer administered the Oath of Office to Councilmember District 2 Richard Loa, representative for the City of Palmdale.

**ROLL CALL:**

Present

Chairman Marvin Crist  
Vice Chair Dianne Knippel  
Director Steve Hofbauer  
Director Angela Underwood–Jacobs  
Director Michelle Flanagan  
Director Richard Loa

**APPROVAL OF AGENDA**

**Motion: Approve the agenda as comprised.**

Moved by Director Hofbauer, seconded by Vice Chair Knippel

Vote: Motion Carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan, Loa

Nays: None

Abstain: None

Absent: None

**PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:**

Fran Sereseres – thanked staff for appointing her to the AVTA Community Advisory Board. She asked if H.R. 267 funds could be used for new Access Services' buses and stated there is a need for volunteers to count the homeless; information can be found at [TheyCountWillYou.org](http://TheyCountWillYou.org) website.

**SPECIAL REPORTS, PRESENTATIONS, AND REQUESTS FOR DIRECTION (SRP):**

**SRP 1 PRESENTATION TO AVTA EMPLOYEE OF THE SECOND QUARTER FOR FISCAL YEAR 2018/2019 (FY19) (OCTOBER 1 – DECEMBER 31, 2018)**

Director of Operations and Maintenance Mark Perry presented the AVTA Employee of the Second Quarter award to Facility Worker Valvina Vasquez.

**SRP 2 PRESENTATION TO OPERATOR ANAFILICIA TURNER FOR GOING ABOVE AND BEYOND TO HELP A CHILD IN NEED**

Director of Strategic Planning and Development Norm Hickling presented an award to Anafilia Turner for going above-and-beyond to help a child in need of assistance.

**SRP 3 PRESENTATION TO TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR NOVEMBER AND DECEMBER 2018**

Trandev General Manager Martin Tompkins announced the Operator of the Month for November is Benny Barner and the Employee of the Month for December is Kerry Jefferson; both Mr. Barner and Mr. Jefferson were unable to attend the meeting. Mr. Tompkins presented awards to Silvia Flamenco, the Employee of the Month for November and Nequal Jones, the Operator of the Month for December.

**SRP 4 PRESENTATION TO TRANSDEV OPERATOR AND EMPLOYEE OF THE YEAR**

Mr. Tompkins presented an award to the Operator of the Year, Brenda Jones and announced the Employee of the Year is Xiomara Garcia. Ms. Garcia was unable to attend the meeting.

**SRP 5 LEGISLATIVE REPORT FOR JANUARY 2019**

Director of Finance and Administration Judy Vaccaro-Fry provided information regarding the federal government shutdown and its impact to public transit, specifically AVTA, and Fiscal Year 2019-20 funding estimates for the State Transit Assistance, Low-Carbon Transit Operations, and the

Transit and Intercity Rail Capital Programs. The Board discussed how the government shutdown could affect AVTA's ability to fund operations.

Chairman Crist requested to add an item to the agenda as New Business 4 - Allow federal employees to ride free on AVTA buses pending the resolution of the government shutdown. He stated the matter came to the attention of the Board after the posting of the agenda and there is a need to take immediate action. General Counsel noted that adding an item requires a two-thirds vote of the Board.

**Motion: Add New Business 4 to the agenda with the findings as stated by Chairman Crist.**

Moved by Chairman Crist, seconded by Director Hofbauer

Vote: Motion Carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan, Loa

Nays: None

Abstain: None

Absent: None

**SPR 6 DISCUSSION OF THE AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (JPA)**

Executive Director/CEO Macy Neshati presented the report. The Board discussed amending the JPA to allow the cities of Palmdale and Lancaster to appoint two Directors without the requirement that both appointees be Council Members. Chairman Crist directed Mr. Neshati to coordinate with the Transit Advisory Committee members to draft amended language and present the item for a vote at the February 26, 2019 meeting.

**CONSENT CALENDAR (CC):**

**CC 2 FINANCIAL REPORTS FOR NOVEMBER AND DECEMBER 2018**

Receive and file the financial reports for November and December 2018.

**CC 3 FY19 SECOND QUARTER LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) REPORT (OCTOBER 1 – DECEMBER 31, 2018)**

Receive and file the FY19 Second Quarter LASD report for the period covering October 1 through December 31, 2018.

**CC 4 PROPOSED LEGISLATIVE PRINCIPLES FOR 2019**

Approve the Proposed 2019 Legislative Principles.

**CC 5 ANNUAL REVIEW OF AVTA'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT POLICY AND TRANSDEV'S EEO PLAN**

Review, update, and reaffirm AVTA's EEO Statement Policy and Transdev's EEO Plan.



**CC 6 PROCUREMENT POLICY AND PROCEDURES MANUAL (REVISION NO. 8)**

Approve Revision No. 8 to the Procurement Policy and Procedures Manual.

**CC 7 FUNDING AGREEMENT #2019-63 WITH ANTELOPE VALLEY COLLEGE (AVC) FOR THE ROUTE 8**

Authorize the Executive Director/CEO to execute Funding Agreement #2019-63 with the AVC for the Route 8.

**Motion: Approve Consent Calendar Item Nos. 1-7.**

Moved by Vice Chair Knippel, seconded by Director Underwood-Jacobs

Chairman Crist requested CC 1 be pulled and voted on separately as Director Loa was not a Board Member at the November 27, 2018 meeting.

**Amended Motion: Approve Consent Calendar Item Nos. 2-7.**

Moved by Vice Chair Knippel, seconded by Director Underwood-Jacobs

Vote: Motion Carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan, Loa

Nays: None

Abstain: None

Absent: None

**CC 1 BOARD OF DIRECTORS MEETING MINUTES OF NOVEMBER 27, 2018**

Approve the Board of Directors Regular Meeting Minutes of November 27, 2018.

**Motion: Approve Item No. CC 1.**

Moved by Director Hofbauer, seconded by Vice Chair Knippel

Vote: Motion Carried (5-0-1-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan

Nays: None

Abstain: Director Loa

Absent: None

**NEW BUSINESS (NB):**

**NB 1 FY19 MID-YEAR BUDGET REVIEW AND PROPOSED ADJUSTMENTS**

Ms. Vaccaro-Fry presented the staff report noting there are funds to employ a security guard at the Palmdale Transportation Center.

**Motion: Approve the Proposed FY19 Mid-Year Budget adjustments.**

Moved by Director Hofbauer, seconded by Vice Chair Knippel

Vote: Motion Carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan, Loa

Nays: None

Abstain: None

Absent: None

**NB 2 CONTRACT AMENDMENT FOR ADDITIONAL SECURITY GUARD SERVICES AT SERGEANT STEVE OWEN MEMORIAL PARK (SSOMP)**

Mr. Hickling presented the staff report. The Board discussed the contract for security guard services approved at the September 25, 2018 Board meeting and employing a security guard at the Palmdale Transportation Center.

**Motion: Authorize the Executive Director/CEO to execute an amendment to Contract #2019-04 to OPSEC Specialized Protection, Lancaster, CA for additional security guard services at SSOMP.**

Moved by Vice Chair Knippel, seconded by Director Hofbauer

Vote: Motion Carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan, Loa

Nays: None

Abstain: None

Absent: None

**NB 3 AMENDED CLASSIFICATION AND SALARY SCHEDULE**

Director Flanagan stated she needs to recuse herself from the discussion due to a potential conflict of interest. Director Flanagan left the dais at this time.

Mr. Hickling presented the staff report.

**Motion: Approve a title change (Director of Communications to Director of Marketing) and revised job description, and provide authorization to recruit and fill the position as deemed necessary.**

Moved by Director Hofbauer, seconded by Vice Chair Knippel

Vote: Motion Carried (5-0-1-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Loa

Nays: None

Recused: Director Flanagan

Absent: None

Director Flanagan returned to the dais at this time.

**Added agenda item:**

**NB 4 FEDERAL EMPLOYEES RIDE FREE DURING GOVERNMENT SHUTDOWN**

**Motion: Implement a program to allow federal employees to ride free on AVTA's system during the term of the federal government shutdown and to implement policies consistent with those adopted by Metro.**

Moved by Chairman Crist, seconded by Director Hofbauer

Staff was directed to work out the details and implement the program immediately. Chairman Crist stated the mayors of Lancaster and Palmdale will be meeting to discuss how the cities can also assist federal employees.

Vote: Motion Carried (6-0-0-0)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Underwood-Jacobs, Flanagan, Loa

Nays: None

Abstain: None

Absent: None

**CLOSED SESSION (CS):**

**PRESENTATION BY LEGAL COUNSEL OF ITEM(S) TO BE DISCUSSED IN CLOSED SESSION:**

Ms. Burns presented the items to be discussed in Closed Session.

- CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(a)  
Pending Litigation: Clark v. AVTA, LASC Case No. MC026036  
Pending Litigation: Sabina M. Andrade v. AVTA  
Pending Litigation: Marsh v. AVTA USDC Case No. 2:16-cv-0937-PSG  
Pending Litigation: Edsger Alvarez v. AVTA Summons Case No. BC700987  
Benjamin Alfaro v. AVTA Summons Case No. BC701049
- CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)  
Significant exposure to litigation (one potential case)
- CS 3 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of whether to initiate litigation (one potential case)
- CS 4 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)  
Consideration of initiation of litigation (one potential case)

**RECESS TO CLOSED SESSION**

The Board recessed to Closed Session at 10:58 a.m.

**RECONVENE TO PUBLIC SESSION**

The Board reconvened to Public Session at 11:24 a.m.

**REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION**

Ms. Burns reported the Board discussed CS 1 Pending Litigation: Edsger Alvarez and Benjamin Alfaro v. AVTA and gave direction to staff and legal counsel. There was no reportable action.

**REPORTS AND ANNOUNCEMENTS (RA):**

- RA 1 Report by the Executive Director/CEO Macy Neshati
- Welcomed Richard Loa to the Board of Directors.
  - Congratulated Director Hofbauer for being elected mayor of Palmdale.

- Stated service to Edwards Air Force Base was launched today. He thanked Mr. Hickling, Community Outreach Specialist Kelly Miller, Transit Analyst Geraldina Romo, and Customer Service Supervisor Carlos Lopez for joining him to greet the first customers of the new service.
- Stated the Antelope Valley Board of Trade Outlook Conference will be on February 22, 2019 where AVTA is a Title Sponsor. Staff will use this opportunity to provide additional education to the community regarding the economic and health benefits of zero-emission vehicles.
- Stated he and Chairman Crist are attending the California Air Resources Board (CARB) and AVTA Technology Showcase and Symposium in Sacramento February 6 and 7, 2019. Chairman Crist will be a keynote speaker on February 7 and will accept an award from CARB for AVTA's exemplary service. Mr. Neshati commended the leadership of the former Executive Director Len Engel and Board Directors for making AVTA the first transit system in North America to declare a commitment to a 100% zero-emission fleet.

**MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:**

There were no miscellaneous business items presented.

**ADJOURNMENT:**

Chairman Crist adjourned the meeting at 11:29 a.m. to the Regular Meeting of the Board of Directors on February 26, 2019 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6<sup>th</sup> Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 26<sup>th</sup> day of FEBRUARY, 2019

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Marvin Crist, Chairman of the Board

ATTEST:

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Karen S. Darr, Clerk of the Board

Audio recordings of the Board of Directors Meetings are maintained in accordance with state law and AVTA's Records Retention Policy. Please contact the Clerk of the Board at (661) 729-2206 to arrange to review a recording.



**DATE:** February 26, 2019  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Financial Report for January 2019

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#### **RECOMMENDATION**

That the Board of Directors receive and file the financial report for January 2019.

#### **FISCAL IMPACT**

	<b>JANUARY</b>
PAYROLL	\$206,640
CASH DISBURSEMENTS	\$2,517,332.65

#### **BACKGROUND**

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Finance and Administration in conjunction with the Controller, provides a monthly payroll total and cash disbursements. On a quarterly basis, a treasurer's report (Attachment A) will be included as part of the financial report. The Executive Director/CEO and Treasurer certify the availability of funds.

**I, Macy Neshati, Executive Director/CEO of AVTA, declare that the above information is accurate.**

Prepared by:

Submitted by:

\_\_\_\_\_  
 Judy Vaccaro-Fry  
 Director of Finance and Administration

\_\_\_\_\_  
 Macy Neshati  
 Executive Director/CEO

Attachment: A – Treasurer's Report



**DATE:** February 26, 2019

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Fiscal Year 2018/2019 (FY19) Second Quarter Capital Reserve Report (October 1 - December 31, 2018)

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**RECOMMENDATION**

That the Board of Directors receive and file the attached FY19 First Quarter Capital Reserve Report for the period covering October 1 - December 31, 2018.

**FISCAL IMPACT**

Total Capital Reserve contributions for FY19 were budgeted at \$460,896; contributions for Lancaster, Palmdale and LA County for the second quarter have been received.

**BACKGROUND**

The Capital Reserve account was established to set aside a capital contribution from each jurisdiction in an amount sufficient to provide local match funds of 20% of the replacement cost of heavy-duty transit and commuter coaches. Current practice is to spend reserve account funds only for the matching requirements. The Capital Reserve account segregates the assets reserved for bus purchases and is used only when approved by the AVTA Board of Directors.

As of the report date, the Capital Reserve account has an accrued balance of \$5,208,851 held in an account with the Local Agency Investment Fund (LAIF).

Prepared by:

Submitted by:

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KJ Alcuran  
Controller

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Macy Neshati  
Executive Director/CEO



**DATE:** February 26, 2019  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Grant Status Report

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**RECOMMENDATION**

That the Board of Directors receive and file the Grant Status Report (Attachment A).

**FISCAL IMPACT**

Grants approved after the annual budget adoption may require reallocation of funds, which will be addressed during the mid-year budget adjustments.

**BACKGROUND**

The attached Grant Status Report reflects current status of all grant applications submitted on behalf of the AVTA through January 31, 2019.

There were no grants submitted or awarded during the last quarter. A federal formula grant application is pending submission and will proceed through the review and approval process once all bus transfers approvals are finalized. This grant application contains the funds necessary to complete the fleet replacement. There are several upcoming grant opportunities offered through multiple sources; the authority will continue to seek and pursue all viable grant opportunities.

Prepared by:

Submitted by:

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Judy Vaccaro-Fry  
Director of Finance and Administration

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Macy Neshati  
Executive Director/CEO

Attachment: A – Grant Status Report



## GRANT STATUS REPORT

## Discretionary Opportunities Submitted

Grant Program	Project	Amount Applied For	Date Submitted	Status	Amount Awarded	Next Round of Funding
Low Carbon Transit Operations Program (LCTOP) – Cap & Trade	1 Commuter Bus	\$169,222	June 12, 2017	Grant Funds awarded 7/2017	<b>\$169,222</b>	March 2019
CALTRANS Sustainable Transportation Planning Sustainable Communities	Strategic Plan for Integrated Transportation in the Antelope Valley	\$285,050	February 22, 2018	Formal Notice to Proceed October 3, 2018	<b>\$285,050</b>	Summer 2019
Transit and Intercity Rail Capital Program – Cap & Trade	Bus Replacement + Chargers + Transit Center	\$8,954,821	January 12, 2018	Grant Funds awarded 4/26/2018	<b>\$8,954,821 + extra \$250,000</b>	December 2019
Sect. 5339 Bus & Bus Facilities - FTA	Health Care Connect Transit Centers	\$2,563,135	August 25, 2017	<i>No funds awarded</i>	<b>\$0</b>	March 2019
Antelope Valley Air Quality Management District (AVAQMD)	Electric Bus replacement	\$250,000	October 10, 2017	Grant Funds awarded 10/2017	<b>\$265,794</b>	Spring 2019
Low or No Emission Vehicle Deployment Program (LoNo) - FTA	5 Transit Buses	\$3,661,736	June 25, 2017	Grant Funds awarded 9/2017	<b>\$705,347</b>	Spring 2019
	<b>TOTAL DISCRETIONARY OPPORTUNITIES APPLIED FOR:</b>	<b>\$15,883,964</b>		<b>TOTAL DISCRETIONARY GRANT AWARDS:</b>	<b>\$10,630,234</b>	
	<b>NOT AWARDED</b>	<b>\$5,253,730</b>				

**Discretionary Opportunities Submitted**

<b>Grant Program</b>	<b>Project</b>	<b>Amount Applied For</b>	<b>Date Submitted</b>	<b>Status</b>	<b>Amount Awarded</b>	<b>Next Round of Funding</b>
Section 5310 Call for Projects – LACMTA/FTA	Dial-A-Ride Dedicated Medical Transport	\$172,468	June 15, 2018	FTA approved - Pending MOU with LACMTA	\$172,468	Summer 2019
Job Access Reverse Commute – LACMTA/FTA	TRANSporter Operations	\$48,802	June 22, 2018	FTA approved - Pending MOU with LACMTA	\$48,802	2020
Sec. 5339 Bus & Bus Facilities - FTA	6 Commuter Buses	\$6,504,480	August 8, 2018	No funds awarded	\$0	March 2019
	<b>TOTAL DISCRETIONARY OPPORTUNITIES PENDING:</b>	<b>\$0</b>				

**Annual Formula Allocations Submitted**

<b>Grant Program</b>	<b>Project</b>	<b>Amount Pending</b>	<b>Date Submitted</b>	<b>Status</b>	<b>Amount Awarded</b>
FTA 5307 Allocation	Operating, Preventive Maintenance, Capital		April 2018	Executed July 3, 2018	\$6,900,000
FTA 5307 Allocation	Capital + Operating		June 2018	Executed August 28, 2018	\$3,600,000
FTA 5337 Allocation	Commuter Bus		August 2018	Executed September 17, 2018	\$326,668
	<b>TOTAL ANNUAL FORMULA ALLOCATIONS PENDING:</b>	<b>\$0</b>		<b>TOTAL GRANT AWARDS:</b>	<b>\$10,826,668</b>



**DATE:** February 26, 2019

**TO:** BOARD OF DIRECTORS

**SUBJECT:** First Amendment of the Amended and Restated Joint Exercise of Powers Agreement (JPA)

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### **RECOMMENDATION**

That the Board of Directors (1) approve the amended language to the JPA; and (2) submit the First Amendment of the Amended and Restated JPA (Attachment A) to the Cities of Lancaster and Palmdale and Los Angeles County for their adoption.

### **FISCAL IMPACT**

There is no fiscal impact

### **BACKGROUND**

During the October 23, 2018 Board meeting, General Counsel Allison Burns presented a report regarding the JPA requirement that the cities of Lancaster and Palmdale appoint City Council members as Directors. The Board discussed the appointment requirement as well as whether an Alternate Director has the same full authority as their respective Board member with regard to participating in closed session discussions.

At the January 22, 2019 Board meeting, the Board again discussed the appointment requirement for the cities, and directed Executive Director/CEO Macy Neshati to coordinate with the Transit Advisory Committee (TAC) members to draft language amending the appointment requirement. The jurisdictions also amended the language regarding the attendance of an alternate director at Board meetings for clarification purposes. Below is the agreed upon language for your approval:

### **SECTION 2. AUTHORITY**

- B. Board of Directors. The Authority shall be governed by a Board of Directors ("Board"). The Board shall be composed of six designated directors and such alternate directors as the Parties may designate. Except as provided in subparagraph (3) below, any reference in this Agreement to "the full Board" shall

be deemed a reference to the six designated directors. The directors shall be appointed as follows:

- (1) The Cities shall each appoint to the Board (i) two designated directors, from their respective jurisdiction, and (ii) one or more alternate director(s). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one or more alternate directors. No person who receives the substance of his or her income from another transit operating agency or who receives from transit providers campaign contributions in excess of \$250 may be a director.
- (2) Each director and alternate director shall serve at the pleasure of his or her appointing authority and until his or her successor has been appointed.
- (3) In the absence of a Party's designated director at a Board meeting, the alternate director, when serving in place of the designated director for that Party, shall be counted as part of the quorum, may vote on all matters coming before the Board, and may participate in closed session(s) at that meeting. Otherwise, alternate directors shall not be counted as part of the quorum at a Board meeting, nor vote on matters coming before the Board at a meeting, nor attend closed session(s).

Prepared and Submitted by:

---

Macy Neshati  
Executive Director/CEO

Attachment: A - First Amendment of the Amended and Restated JPA

## NB 1 – ATTACHMENT A

### FIRST AMENDMENT OF THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES, THE CITY OF PALMDALE, AND THE CITY OF LANCASTER CREATING AN AGENCY TO BE KNOWN AS THE ANTELOPE VALLEY TRANSIT AUTHORITY

This Amendment is entered into by the County of Los Angeles, a political subdivision of the State of California (“County”), the City of Palmdale, a municipal corporation (“Palmdale”), and the City of Lancaster, a municipal corporation (“Lancaster”). Palmdale and Lancaster are sometimes collectively referred to herein as “Cities.” The Cities and the County are sometimes individually referred to herein as “Party” and collectively as “Parties.”

WHEREAS, the Parties entered into a Joint Exercise of Powers Agreement (“Agreement”) for the creation of an agency to be known as the Antelope Valley Transit Authority (“Authority”) in 1992; and

WHEREAS, the Parties thereafter entered into an Amended and Restated Joint Exercise of Powers Agreement (“Amended Agreement”), dated for reference as of November 22, 2011, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Parties desire to clarify certain provisions of the Amended Agreement consistent with and in recognition of the Parties’ practices.

NOW, THEREFORE, in consideration of the mutual benefits, promises, and agreements set forth herein, the Parties agree as follows:

Section 1. The Parties agree that Section 2(B) of the Amended Agreement referenced above and attached hereto as Exhibit “A,” be deleted in its entirety and revised to read as follows:

- B. Board of Directors. The Authority shall be governed by a Board of Directors (“Board”). The Board shall be composed of six designated directors and such alternate directors as the Parties may designate. Except as provided in subparagraph (3) below, any reference in this Agreement to “the full Board” shall be deemed a reference to the six designated directors. The directors shall be appointed as follows:
- (1) The Cities shall each appoint to the Board (i) two designated directors, from their respective jurisdiction, and (ii) one or more alternate director(s). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one or more alternate directors. No person who receives the substance of his or her income from another transit operating agency or who receives from transit providers campaign contributions in excess of \$250 may be a director.
  - (2) Each director and alternate director shall serve at the pleasure of his or her appointing authority and until his or her successor has been appointed.
  - (3) In the absence of a Party’s designated director at a Board meeting, the alternate director, when serving in place of the designated director for that

Party, shall be counted as part of the quorum, may vote on all matters coming before the Board, and may participate in closed session(s) at that meeting. Otherwise, alternate directors shall not be counted as part of the quorum at a Board meeting, nor vote on matters coming before the Board at a meeting, nor attend closed session(s).

Section 2. Other than as modified and amended herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

Section 3. All capitalized terms not defined herein shall have the meanings set forth in the Amended Agreement.

TO EFFECTUATE THIS AMENDMENT, each of the Parties has caused this Amendment to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Steven D. Hofbauer, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

County Counsel

By: \_\_\_\_\_  
Deputy

CITY OF LANCASTER

By: \_\_\_\_\_  
Jason Caudle, City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Britt Avrit, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Allison E. Burns, City Attorney

AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE  
COUNTY OF LOS ANGELES, THE CITY OF PALMDALE, AND THE  
CITY OF LANCASTER CREATING AN AGENCY TO BE KNOWN  
AS THE ANTELOPE VALLEY TRANSIT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of **November 22, 2011**, is entered into by the County of Los Angeles, a political subdivision of the State of California (“County”), the City of Palmdale, a municipal corporation (“Palmdale”), and the City of Lancaster, a municipal corporation (“Lancaster”). Palmdale and Lancaster are sometimes collectively referred to herein as “Cities.” The Cities and the County are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

1. The Parties are “public agencies” under the Joint Exercise of Powers Act (“Act”) (California Government Code Section 6500 et seq.), which authorizes the joint exercise of powers common to public agencies.

2. On April 1, 1992, the Parties executed that certain agreement titled “Joint Exercise of Powers Agreement between the County of Los Angeles, the Cities of Palmdale and Lancaster Creating an Agency to be known as the Antelope Valley Transit Authority” (“Original Agreement”). The Original Agreement created the Antelope Valley Transit Authority (“Authority”), as a separate public entity, based upon the following facts and circumstances:

A. The County had been administering public transportation services in the Antelope Valley on behalf of the Cities including a local passenger bus service, a commuter bus service, and a paratransit service.

B. The Parties were jointly funding their jurisdictional shares of these transportation services through a cost-sharing agreement.

C. The Parties were empowered by law to plan, contract for, and operate public transportation services.

D. To better serve the needs of the traveling public in the Antelope Valley, the Parties jointly agreed to the formation of a governing body to coordinate the provision of various forms and modes of public transportation services.

E. By the Original Agreement, the Parties intended to jointly exercise their powers to achieve common objectives.

3. On March 19, 2002, the Parties executed that certain agreement titled “First Amendment of the Joint Exercise of Powers Agreement between the County of Los Angeles and the Cities of Palmdale and Lancaster Creating an Agency to be known as the AVTA” (“First Amendment”). The First Amendment revised in its entirety Section 2(B) of the Original Agreement relating to the composition of the Authority’s Board of Directors.



4. In view of the evolution of the Authority over the past 17 years, the Parties have determined that it is desirable to amend and restate the Original Agreement (as revised by the First Amendment).

5. It is intended by the Parties that this Agreement shall be amendatory of the Original Agreement (as revised by the First Amendment) and shall not be a new or separate agreement.

NOW, THEREFORE, in consideration of the mutual benefits, promises, and agreements set forth herein, the Parties agree as follows:

#### SECTION 1. PURPOSE

Each of the Parties possesses the powers referred to in the above recitals. In providing for the joint exercise of such powers pursuant to the Act, this Agreement allows for the planning, contracting, and operation of public transportation services in a manner that will best meet the public transportation needs of the Antelope Valley.

#### SECTION 2. AUTHORITY

A. Continuation of the Authority. Pursuant to the Act and the Original Agreement, there was created in 1992 and continues to be a public entity known as the "Antelope Valley Transit Authority" ("Authority") as depicted in the organization chart included in Appendix A. The Authority is a public entity that is separate and apart from the Parties. The Authority will defend, indemnify and hold harmless each Party for liabilities arising as a result of this Agreement.

B. Board of Directors. The Authority shall be governed by a Board of Directors ("Board"). The Board shall be composed of six designated directors and three alternate directors. Except as provided in sub-paragraph (3) below, any reference in this Agreement to "the full Board" shall be deemed a reference to the six designated directors. The directors shall be appointed as follows:

(1) The Cities shall each appoint to the Board two designated directors from their respective City Council members and one alternate director (who is not required to be a City Council member). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one alternate director. No person who receives the substance of his or her income from another transit operating agency or who receives from transit providers campaign contributions in excess of \$250 may be a director.

(2) Each director shall serve at the pleasure of his or her appointing authority and until his or her successor has been appointed. Notwithstanding the preceding, the term of any director appointed by either City shall terminate automatically when his or her term of office on the City Council terminates for any reason.

(3) Alternate directors may attend all Board meetings including closed sessions. In the absence of a Party's designated director at a Board meeting, the alternate director for that Party shall be counted as part of the quorum if in attendance, and may vote on all matters coming before the Board at that meeting. Otherwise,

alternate directors shall not be counted as part of the quorum at a Board meeting and may not vote on matters coming before the Board at a meeting.

- C. Resolutions. The Board may by resolution adopt bylaws, rules, regulations, policies, and procedures that are consistent with this Agreement and that provide for the conduct of its meetings and other business, its organization and internal management, and the exercise of its powers under this Agreement. Bylaws shall be adopted or amended by majority vote of the full Board.
- D. Ralph M. Brown Act. All meetings of the Board, and of any committees that may be established by the Board, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- E. Agenda Packet Distribution. The agenda packet for each Board meeting shall be delivered to the City Managers of the Cities and to the Public Works Director of the County, or to such persons' designees, minimum of two weeks before the meeting. To the extent permitted by the Ralph M. Brown Act, any agenda may subsequently be amended as necessary to enable the Board to address time-sensitive matters arising after such delivery.

### SECTION 3. TERM

This Agreement is effective on the date that the last signature of a Party is affixed to the execution page of this Agreement, and it shall continue in full force and effect until terminated by mutual consent, provided that all liabilities of the Authority have been satisfied and all assets of the Authority have been distributed.

### SECTION 4. WITHDRAWAL OF A PARTY

- A. Notice. At the end of any fiscal year, any Party may withdraw from the Authority by notifying the Board in writing prior to January 1 of that same fiscal year.
- B. Reaffirmation. The withdrawing Party shall reaffirm its intent to withdraw from the Authority by March 1 of that fiscal year. This notification will be considered binding and irrevocable unless unanimously decided otherwise by the directors appointed by the remaining Parties.
- C. Additional Withdrawals. Upon receipt of a Party's reaffirmation to withdraw from the Authority, any remaining Party may also declare its intent to withdraw from the Authority. The deadline for each remaining Party to give written notice of withdrawal will be April 1 of that fiscal year.
- D. Responsibilities. The withdrawing Party shall continue to be responsible for its allocable share of all transit-related costs, charges, assessments, liabilities, and contingencies incurred by the Authority through the end of the fiscal year.
- E. Reserve Account. Upon the voluntary withdrawal of a Party, the Board may establish a reserve account for that Party to provide for anticipated expenses and liabilities not included in the Authority's budget that may have arisen or that may arise during the period of that Party's participation in the Authority. The amount remaining in the reserve

account will be returned to the withdrawing Party after all expense claims and liabilities against that Party have been fully satisfied.

## SECTION 5. DISPOSITION OF PROPERTY AND FUNDS

- A. Authority Dissolution. Upon the Authority's dissolution, or the complete rescission or other termination of this Agreement by all Parties, the Board shall, with the approval of the governing bodies of the Parties, determine the disposition of any real or personal property, funds, and other assets remaining in the Authority after all obligations have been satisfied. Such disposition shall be conducted in a manner that provides a proportionate return to each Party based upon each Party's investment in those properties and assets. Each Party's pro rata share shall be determined in the same manner as for a withdrawing Party pursuant to paragraph (B) below.
- B. Party Withdrawal. If a Party withdraws from the Authority, and the Authority has a financial obligation to that Party, the Board, with the approval of the governing bodies of the remaining Parties, shall satisfy the withdrawing Party's pro rata share of the total assets of the Authority, less obligations, including any requirement to pay funds into a reserve account as provided in Section 4(E) above. A withdrawing Party's pro rata share is defined as the total regular or special payments, charges, and assessments made by that Party, divided by the total regular and special payments, charges, and assessments made by all Parties from the inception of the Authority to the date of the Party's withdrawal.
- C. Satisfaction of Pro Rata Share. In the event of the withdrawal of a Party, the Board shall determine whether the Authority's satisfaction of that Party's pro rata share shall be made through a transfer of property or through a payment of funds. That transfer or payment must be made within a reasonable time following a Party's withdrawal.
- D. Fair Market Value Determination. The current fair market value of Authority properties and assets shall be determined by the Board. If the withdrawing Party disputes the current fair market value of Authority properties and assets as determined by the Board, then the current fair market value of those properties and assets shall be determined by a panel of three disinterested and qualified appraisers. To this panel, one appraiser shall be appointed by the governing body of the withdrawing Party, and one appraiser shall be appointed by the governing bodies of the remaining Parties. The two appointed appraisers shall jointly select a third appraiser. The fees of each appraiser shall be shared equally by the Authority and by the withdrawing Party.

## SECTION 6. POWERS AND FUNCTIONS

- A. Enumeration. The Authority shall have the powers common to the Parties as described in Section 1 above including: the power to plan, contract for, and operate local, commuter, dial-a-ride, and special event transit services that are in compliance with local, state and federal law, and that provide the most efficient service with the highest level of satisfaction to the maximum number of citizens in the Antelope Valley area, including the routes, headways, and hours of operation within an established service area as defined in Appendix B; the power to acquire such information as may be necessary or required for the installation of transportation equipment; and the power to adopt and implement such rules and regulations as may be necessary to effect the

purposes of this Agreement. The Authority is also authorized, in its own name, to perform all acts necessary or appropriate for the joint exercise of such common power for these purposes including:

- (1) To employ agents and employees, to establish salaries and benefits, and to contract for professional services.
- (2) To make and enter into contracts and leases.
- (3) To incur debts, obligations, and liabilities.
- (4) To contract for, acquire, convey, construct, manage, maintain, and operate buildings and improvements.
- (5) To acquire, by condemnation or by negotiated purchase, and to convey, real and personal property.
- (6) To own or lease equipment, establish routes and service frequencies, regulate and collect fares, approve transportation service performance standards, and otherwise control the efficiency and quality of the operation of transit services.
- (7) To apply for and execute contracts for financial assistance from local, regional, state and federal agencies and to obligate the Authority to operate the improvements, equipment, or transit system in accordance with the terms and conditions of those contracts.
- (8) To apply for and to accept contributions, grants, or loans from any public agency, and from the United States or any department, instrumentality, or agency thereof, for the purpose of operating and administering the Authority, and for financing the planning, acquisition, construction, maintenance or operation of transit facilities and services. The Authority may also accept contributions, grants, or loans from other than the above-specified sources.
- (9) To invest money that is not needed for immediate necessities, as the Board determines to be advisable, in the same manner and upon the same conditions that apply to other local agencies as specified in California Government Code Section 53601.
- (10) To purchase insurance coverage (including fidelity bonds and directors' and officers' liability coverage), to join insurance pooling programs, and to develop and maintain a self-insurance reserve.
- (11) To sue and be sued in its own name and to defend and hold harmless the Parties.
- (12) To issue bonds as specified in Section 12 below.
- (13) To perform all other acts necessary or appropriate to exercise and implement the above-specified powers and purposes of this Agreement.

- B. Manner of Exercise. The Authority's powers shall be exercised in the manner provided in the Act and, except as expressly set forth herein, subject only to such restrictions on the manner of exercising such powers as are imposed upon Lancaster in the exercise of similar powers.
- C. Restriction. Unless expressly authorized by the governing bodies of the Parties, the Authority shall have no power to either: (i) bind the Parties to any monetary obligations; or (ii) require the Parties to contribute money or services to the Authority.

## SECTION 7. EXECUTIVE DIRECTOR

- A. Service. The Executive Director shall be employed or retained by, and shall serve at the pleasure of, the Board.
- B. Powers and Duties. The powers and duties of the Executive Director shall include the following:
  - (1) To direct and coordinate the technical and administrative office of the Authority and to be responsible to the Board for the proper administration of all activities of the Authority.
  - (2) To appoint, assign, direct, supervise, and discipline or remove the Authority's employees in strict conformity with applicable law and the Board's employment practices and procedures.
  - (3) To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and services of the Authority as directed by the Board.
  - (4) To supervise and direct the preparation of the annual operating and capital budgets and to be responsible for their administration following adoption by the Board.
  - (5) To formulate and present to the Board operating and financing plans for transit facilities and services.
  - (6) To execute transfers within major budget units at the direction of the Board, provided that the total expenditure amounts remain unchanged.
  - (7) To purchase or lease items, fixed assets, or services up to the amount that is the spending limit as stipulated by the bylaws.
  - (8) To approve change orders and supplemental agreements to Board-approved contracts within limits stipulated by the bylaws.
  - (9) At the direction of the Board, to lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when necessary to assure continued reliability of service.
  - (10) To establish and maintain fare collection and deposit services, and to ensure the transfer of that collected revenue to the Treasurer of the Authority.

- (11) Upon the direction of the Board, to organize and operate an ongoing transit marketing program, including free-ride events and other special promotions.
- (12) To apply for financial assistance from local, regional, state, and federal agencies and to comply with all reporting requirements of those agencies.
- (13) To attend all Board meetings and to act as the Secretary of the Board.
- (14) To represent the Authority at appropriate federal, state, and regional agency meetings.
- (15) To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

#### SECTION 8. OFFICERS

- A. Treasurer. The Board shall appoint a Treasurer who shall be: (a) the Treasurer of one of the Parties; (b) a certified public accountant; or (c) such other officer or employee as the Board deems qualified to act as Treasurer of the Authority. The Treasurer shall perform those duties set forth in this Agreement and any other duties specified by the Board or required by the Act, for such period of time as may be specified by the Board.
- B. Controller. The Board shall appoint a Controller who shall be: (a) the Controller of one of the Parties, except, if the Treasurer is from one of the Parties, the Controller shall be from the same Party; or (b) such other officer or employee as the Board deems qualified to act as Controller of the Authority. The Controller shall perform those duties set forth in this Agreement, and any other duties specified by the Board or required by the Act, for such period of time as may be specified by the Board.
- C. Secretary. The Executive Director, or such person's designee, shall serve as the Secretary of the Board and shall be responsible for keeping the Board's minutes, resolutions and official papers.
- D. Duties. Except as precluded by the Act, the Treasurer or Controller may independently determine which of them shall undertake any particular duty specified by this Agreement.

#### SECTION 9. BUDGETS

- A. Fiscal Year. The fiscal year of the Authority shall be the 12-month period beginning July 1 of one year and ending June 30 of the following year. For each fiscal year, the Board shall adopt operating and capital budgets that are consistent with the funding ability of each Party's governing body and with the requirements of Proposition A guidelines, the California Transportation Development Act, the Urban Mass Transportation Administration Act of 1964, and the requirements of all other funding and regulatory agencies involved in implementing the purposes of the Authority. A majority vote of the full Board shall be required to adopt the annual operating and capital budgets.
- B. Preparation. Preliminary and final operating and capital budgets for transit services shall be prepared and submitted in accordance with the bylaws.

- C. Funding. Operating and capital funds shall be provided by the Parties in accordance with the cost and revenue allocation formulas specified in Appendix C. The Authority shall aggressively seek funding from federal, state, regional, local, and other sources based on jurisdictional match requirements and operating cost impacts. These funds shall be applied toward the Authority's operating and capital expenditures in determining the funding obligations of the Parties.
- D. Deadlock. In those circumstances where a majority vote of the full Board cannot be obtained for the adoption of the Authority's annual operating and capital budgets, the budget deadlock procedure specified in the bylaws shall be followed.
- E. Changes. Budgetary changes during a fiscal year may be approved by a majority vote of the full Board if those changes do not increase any Party's local funding contribution. If a proposed budgetary change results in an increase in any Party's local funding contribution, that change shall be subject to approval by the governing body of the Party from which additional local funding is required.

#### SECTION 10. LIABILITY OF THE PARTIES

The debts, obligations, and liabilities of the Authority shall not be the debts, obligations, or liabilities of the Parties, either individually or collectively. This Section applies to all debts, obligations and liabilities of the Authority including the following:

- A. Liabilities attributable to any act or omission of the Authority, or any act or omission of the Authority's officers, agents, employees, contractors, or subcontractors.
- B. The payment of wages, benefits, or other compensation to the Authority's officers, agents, employees, contractors, or subcontractors.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Authority for any injury or illness arising out of the performance of this Agreement.

#### SECTION 11. PAYMENT AND REIMBURSEMENT

- A. Authority Obligation. Upon request, the Authority shall pay or reimburse a Party for reasonable expenses incurred and payments made by that Party in connection with the administration of the Authority.
- B. Obligation of the Parties. The Parties shall be responsible for their share of operating and capital costs associated with Authority service based on the formula outlined in the attached Appendix C. Each Party is obligated to pay to the Authority, no later than July 1, October 1, January 1, and April 1 of each fiscal year, the amount due for the upcoming calendar quarter as established by the adopted operating and capital budgets for that fiscal year.

#### SECTION 12. BONDS

- A. Issuance. The Authority may issue bonds or other evidences of indebtedness as authorized by the Act including revenue bonds, bond anticipation notes, certificates of participation, and lease purchase agreements (collectively, "Bonds") in order to obtain

funding that may be required to finance the acquisition of real property, the construction of facilities, the acquisition of vehicles and other capital equipment, and other obligations as determined by the Board. The power of the Authority to issue Bonds shall only be exercised upon the unanimous vote of the full Board. Bonds may be issued in more than one series and shall be sold by competitive bidding or by private sale, to the extent permitted by law, and shall not constitute a debt, liability, or obligation of any Party.

- B. Consultants. The services of bond counsel, financial consultants, and other consultants and advisors may be used by the Authority in connection with the issuance and sale of Bonds. The fees and expenses of such counsel, consultants, and advisors shall be paid from the proceeds of the sale of Bonds.

### SECTION 13. ACCOUNTS AND REPORTS

- A. Controller Duties. To the extent not covered by the duties assigned to a trustee appointed under any Board resolution authorizing the issuance of Bonds, the Controller of the Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles or by the provisions of any resolution authorizing the issuance of Bonds. The books and records of the Authority maintained by the trustee or the Controller shall be open to inspection at all reasonable times by representatives of the Parties and of the LACMTA. Within 180 days after the close of each fiscal year, the Controller of the Authority shall submit a written report of all financial activities for the preceding fiscal year to each Party and to the Authority, to the extent such activities are not covered by the report of any trustee.
- B. Consolidated Financial Statement. At the conclusion of each fiscal year, the Authority may hire an independent certified public accountant to work with the Controller and the Treasurer of the Authority, auditors from LACMTA, and any other agency performing audits of the Authority's funds, to prepare a consolidated financial statement of the Authority's accounts, records, and financial affairs for the preceding fiscal year. The Executive Director shall be responsible for the general oversight and coordination between the Authority's Controller and Treasurer, and all outside agencies that may be auditing the Authority's books and records.
- C. Trustee Duties. Any trustee appointed under any resolution or indenture that authorizes the issuance of Bonds shall be required to establish suitable funds, furnish financial reports, and provide appropriate accounting procedures to carry out the provisions of such resolution or indenture and this Agreement.
- D. Treasurer Duties. The Treasurer of the Authority shall assume the duties (to the extent not covered by the duties assigned to any trustee) required by the laws of the State of California, including the following duties described in California Government Code Section 6505.5:
  - (1) Receive and receipt for all money of the Authority and place it in the treasury of the Treasurer so designated to the credit of the Authority.
  - (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all Authority money held by him or her.



- (3) Pay any other sums due from Authority money, only upon warrants of the Controller of the Authority.
- (4) Verify and report in writing on the first day of each month of each fiscal year to the Authority, and to the Parties, the amount of money he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

**SECTION 14. AUTHORITY FUNDS**

- A. Custody. The Treasurer of the Authority shall have custody of and disburse Authority funds pursuant to procedures that are in accordance with generally accepted accounting principles.
- B. Responsible Parties. The Authority's finance officers, consisting of the Controller and the Treasurer, are hereby designated as the persons responsible for the monies of the Authority and are also designated as the persons responsible for all other property of the Authority as required by California Government Code Section 6505.1. Unless and until a different amount is established by Board resolution, the Controller shall be liable on his or her official bond in the amount of \$500,000, and the Treasurer shall be liable on his or her official bond in the amount of \$500,000.

**SECTION 15. BUS STOPS, SIGNAGE, PARKING AREAS AND TREE TRIMMING**

The Authority may negotiate a memorandum of understanding with each Party to address bus stops, signage, and parking areas for the Authority's transit vehicles, and tree trimming along transit routes, within the Party's jurisdiction.

**SECTION 16. MISCELLANEOUS**

- A. Notices. Any notices required or authorized to be given under this Agreement must be in writing and must be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Authority and to the City Clerk or County Clerk of each of the Parties at their respective addresses set forth below:

If to the Authority:	Antelope Valley Transit Authority 42210 6th Street West Lancaster, CA 93534 Attn. Authority Secretary
----------------------	--

If to Lancaster:	City of Lancaster 44933 N. Fern Avenue Lancaster, CA 93534 Attn. City Clerk
------------------	--

If to Palmdale:	City of Palmdale 38300 Sierra Highway Palmdale, CA 93550 Attn. City Clerk
-----------------	--

If to the County:

County of Los Angeles  
500 W. Temple Street, Room 358  
Los Angeles, CA 90012  
Attn. County Clerk

The Authority or any Party may designate a different address by giving notice in accordance with the provisions of this paragraph.

- B. Interpretation. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California. The section and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement. Statutory references shall be deemed to refer to the then-current statutory provisions.
- C. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld or delayed.
- D. Integration. This Agreement represents the entire and integrated contract between the Parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements including the Original Agreement and the First Amendment. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing that is signed by the Parties and that expressly refers to this Agreement.
- E. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, the validity of the remaining provisions of this Agreement will not be affected by that determination.
- F. Successors. This Agreement is binding upon and inures to the benefit of the successors of the Parties. No Party may assign any right or obligation under this Agreement without the prior written consent of the other Parties.
- G. Execution in Counterparts. This Agreement may be executed by the Parties in one or more counterparts, all of which will collectively constitute one document and agreement.
- H. Filing With Secretary of State. The Secretary of the Board is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its effective date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: [Signature]  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor

Date: March 6, 2012

Date: \_\_\_\_\_

ATTEST: [Signature]  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: [Signature]  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: [Signature]  
Deputy

CITY OF LANCASTER

By: \_\_\_\_\_  
R. Rex Parris, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Geri K. Bryan, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David R. McEwen, City Attorney



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34 MAR 6 2012

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor  
*Steve Hofbauer, Mayor Pro Tem*

Date: \_\_\_\_\_

Date: 6/11/12

ATTEST: \_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
*Rebecca J. Smith*  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: \_\_\_\_\_  
Deputy

CITY OF LANCASTER

By: \_\_\_\_\_  
R. Rex Parris, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Geri K. Bryan, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David R. McEwen, City Attorney

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: \_\_\_\_\_  
Deputy


CITY OF LANCASTER

By:  \_\_\_\_\_  
Mark V. Bozigian, City Manager

Date: 7-3-12

ATTEST:  \_\_\_\_\_  
Geri K. Bryan, City Clerk

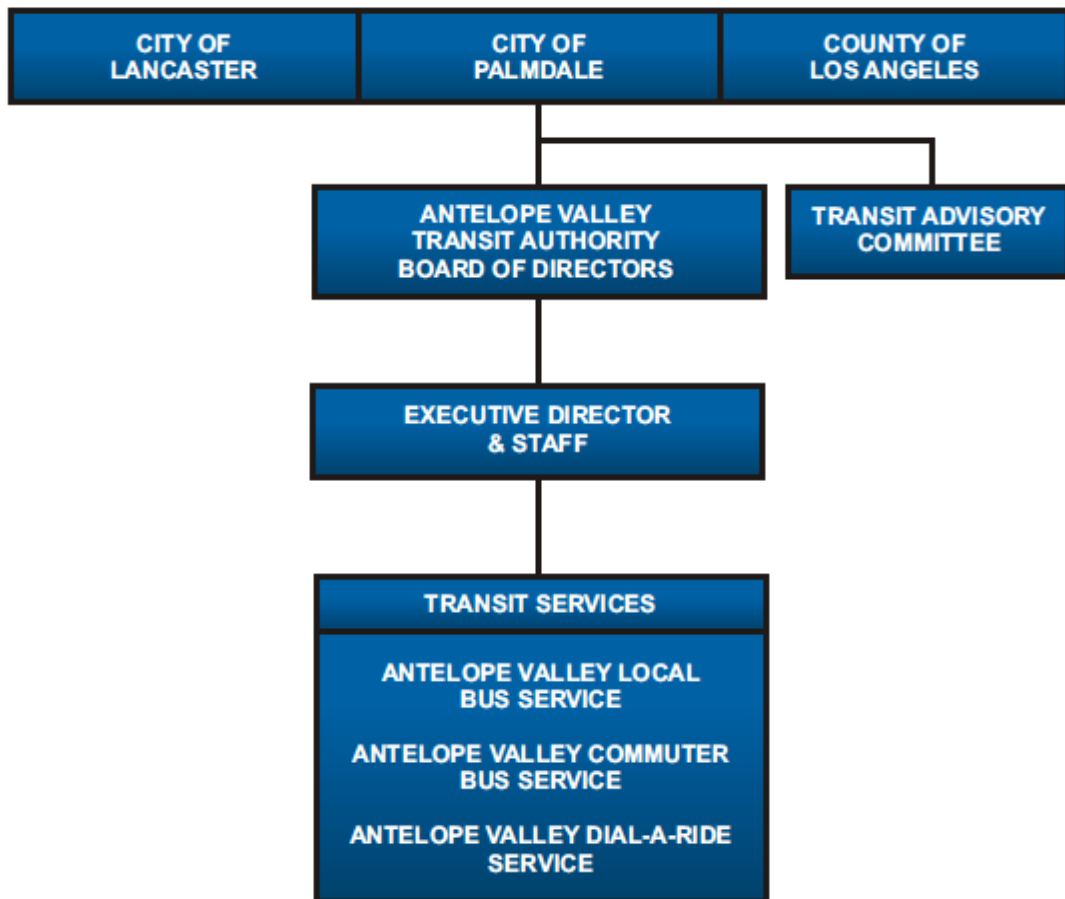
APPROVED AS TO FORM:

By:  \_\_\_\_\_  
David R. McEwen, City Attorney



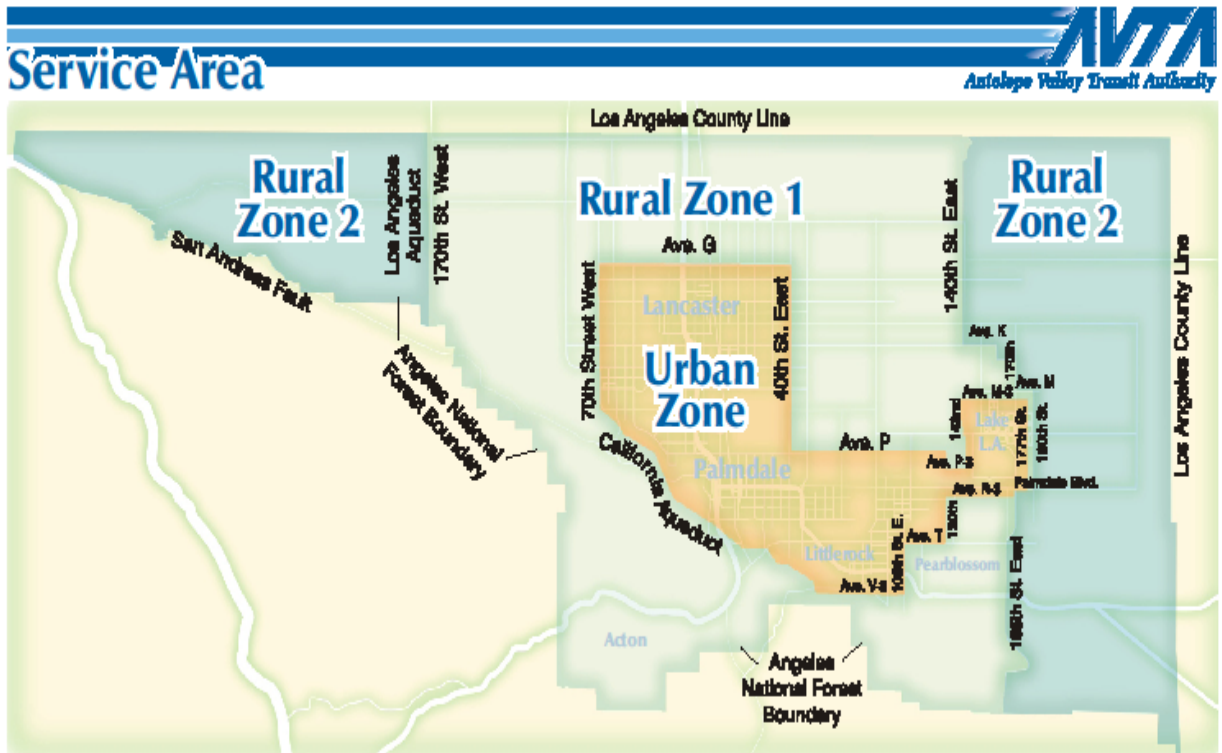
# APPENDIX A

## ANTELOPE VALLEY TRANSIT AUTHORITY ORGANIZATION CHART



APPENDIX B

ANTELOPE VALLEY TRANSIT AUTHORITY  
SERVICE AREA MAP



## APPENDIX C

### ANTELOPE VALLEY TRANSIT AUTHORITY COST ALLOCATION FORMULA

#### Commuter Bus Service

The capital and operational cost of the service will be allocated to each jurisdiction based on the percent ridership of each jurisdiction.

#### Local Fixed-Route Service

The capital and operational cost of the service will be allocated to each jurisdiction based on the percent revenue miles operated in each jurisdiction.

#### Paratransit and General Public Dial-A-Ride Service

The capital and operational cost of the service will be allocated to each jurisdiction based on the percent ridership of each jurisdiction.

#### Facilities

Capital and operational costs for operating facilities will be allocated based on the weighted average of the above service costs for each jurisdictional share.

#### Administration and Other

The administration and other costs provided to the Authority will be allocated based on the weighted average of the above service costs for each jurisdiction share.

#### Special Event Transportation Service

Jurisdictions requesting special event transportation service utilizing Authority-owned vehicles will pay the Authority an applicable per mile depreciation cost as well as the contractor's operational costs.





**DATE:** February 26, 2019

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Award Contract #2019-35 to Vinsa, Inc dba Insurance Associates, Lancaster, CA, for Insurance Broker of Record

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### **RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to execute Contract #2019-35 for the Insurance Broker of Record to Vinsa, Inc. dba Insurance Associates, Lancaster, CA.

### **FISCAL IMPACT**

Sufficient funds will be included in the FY 2019/20 Business Plan to pay for required insurance policies. At the May Board meeting of each year, staff will submit for Board approval the proposed costs and placement of AVTA's workers' compensation, property and casualty coverage's.

### **BACKGROUND**

In accordance with AVTA's Procurement Policy, staff released a Request for Proposals (RFP), sought proposals from experienced, responsible, capable and professional insurance brokerage firms to provide risk-management related insurance services for the marketing and placement of the Authority's workers' compensation, property and casualty coverages. The selected brokerage firm will provide professional consulting services for insurance issues and questions that may arise each year. The contract is for a one (1) year period. The contract may be renewed for an additional one year time period, if specification criteria are met each year after review by the Executive Director/CEO. The contract with optional renewals shall not exceed a five-year period.

AVTA released a Request for Proposals (RFP) on November 5, 2018. The solicitation documents were posted to AVTA's website and advertisements were placed in the *Antelope Valley Press* and *Our Weekly Lancaster* newsletter. Prior to issuance of the RFP, the Board and Transit Advisory Committee members were notified and asked to submit any recommendations for potential vendors. The local Chambers of

Commerce and Antelope Valley Board of Trade were also notified via their respective newsletters and email lists. Seven Antelope Valley firms were hand delivered a solicitation document (four in the City of Lancaster and three in the City of Palmdale). Three other California firms were notified via mail (two in Los Angeles and one in Newport Beach). Eight additional firms registered and downloaded the RFP from AVTA's procurement website.

Staff held an optional pre-proposal conference on November 15, 2018, with two firms attending.

The RFP opened on December 6, 2018. Of the 18 firms that received the RFP, only one (1) response was received. A review committee evaluated and ranked the sole proposal on the following criteria: proposer's solution (30%), project budget (20%), similar projects (20%), proposer's information (15%), and personnel (15%). One hundred possible total points for each evaluator were available.

The firm and respective combined evaluation scores are listed in the table below.

Firm	Location	Total Score (300 Max)
Vinsa, Inc. dba Insurance Associates	Lancaster, CA	277

Since 2006, Vinsa, Inc. has provided AVTA with Insurance Brokerage Services. Evaluators found their experience with transit services gave them a clear insight into our needs and requirements. Staff is confident they will do an excellent job.

Prepared by:

Submitted by:

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Lyle A. Block, CPPB  
Procurement and Contracts Officer

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Macy Neshati  
Executive Director/CEO