



**Regular Meeting of the Board of Directors**

**Tuesday, May 22, 2018**

**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 Austin Bishop, Director Angela Underwood–Jacobs, Director Michelle Flanagan

**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 PRESENTATION OF TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR APRIL 2018 – HECTOR FUENTES, TRANSDEV

SRP 2 LEGISLATIVE REPORT FOR MAY 2018 – JUDY FRY

SRP 3 FISCAL YEAR 2017/2018 (FY18) THIRD QUARTER SYSTEM-WIDE KEY PERFORMANCE INDICATORS (KPI) REPORT (JANUARY 1 – MARCH 31, 2018) – NORM HICKLING

*Recommended Action: Receive and file the FY18 Third Quarter System-Wide KPI Report for the period covering January 1 through March 31, 2018.*

**CONSENT CALENDAR (CC):** Items 1 through 6 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 APRIL 24, 2018 – KAREN DARR

*Recommended Action: Approve the Board of Directors Regular Meeting Minutes of April 24, 2018.*

CC 2 FINANCIAL REPORTS FOR MARCH AND APRIL 2018 – JAMES MANNIE

*Recommended Action: Receive and file the Fiscal Year-to-Date Budget versus Actual report dated March 31, 2018; the Interim, unaudited Financial Statements*

*for the nine months ended March 31, 2018; the Cash Flow Projection/Treasurer's report for the month ended March 31, 2018; the Payroll History Report for the three months ended April 30, 2018; and the Cash Disbursements Report for the month ended April 30, 2018.*

- CC 3 FY18 THIRD QUARTER CAPITAL RESERVE REPORT (JANUARY 1 – MARCH 31, 2018) – JAMES MANNIE

*Recommended Action: Receive and file the FY18 Third Quarter Capital Reserve Report for the period covering January 1 through March 31, 2018.*

- CC 4 FY18 GRANT STATUS REPORT THROUGH MAY 14, 2018 – JUDY FRY

*Recommended Action: Receive and file the FY18 Grant Status Report through May 14, 2018.*

- CC 5 APPROVE MASTER CONTRACT #2018-28 AND FUNDING AUTHORIZATION LETTER WITH LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FOR TRANSIT LAW ENFORCEMENT SERVICES – LYLE BLOCK

*Recommended Action: Authorize the Executive Director/CEO to execute two documents for LASD for transit law enforcement services: (1) Master Contract No. 2018-28, for five-year term starting July 1, 2018 through June 30, 2023; and (2) Funding Authorization Letter in the amount of \$120,000, for Fiscal Year 2018/2019 (FY19).*

- CC 6 FISCAL YEAR 2018/2019 (FY19) WORKERS' COMPENSATION, PROPERTY AND CASUALTY INSURANCE POLICIES UNDER CONTRACT #2013-022 WITH VINSA, INC. – LYLE BLOCK

*Recommended Action: Authorize the Executive Director to purchase insurance for an amount not to exceed \$384,986 under Contract #2013-22 with Vinsa, Inc., Lancaster, CA.*

**NEW BUSINESS (NB):**

- NB 1 FISCAL YEAR 2018/2019 (FY19) PROPOSED BUSINESS PLAN – LEN ENGEL

*Recommended Action: Approve the Proposed FY19 Business Plan.*

- NB 2 RANGES AND CLASSIFICATIONS - WILLIENE JONES

*Recommended Action: Approve the revised salary ranges and position title effective February 1, 2015.*

**NB 3 PROPOSED BUS STOP GUIDELINES – JIM MOORE**

*Recommended Action: (1) Adopt the proposed Bus Stop Guidelines; (2) Direct staff to continue to work with the Technical Advisory Committee (TAC) on a Bus Stop Improvement Program for the agency; and (3) Direct staff to identify funding to support the continued improvement of bus stops throughout the Antelope Valley.*

**NB 4 EXERCISE LAST TWO-YEAR OPTION FOR CONTRACT #2011-032 WITH TRANSDEV FOR FIXED ROUTE TRANSIT OPERATIONS AND MAINTENANCE SERVICES – LEN ENGEL**

*Recommended Action: Authorize the Executive Director/CEO to negotiate and execute last two-year option to Contract #2011-032 with Transdev for fixed route operations and maintenance services effective January 1, 2020.*

**NB 5 SHARED RESOURCES AGREEMENT BETWEEN THE ANTELOPE VALLEY TRANSIT AUTHORITY (AVTA), FOOTHILL TRANSIT, AND LOS ANGELES DEPARTMENT OF TRANSPORTATION (LADOT) – OPERATIONS AND PARKING OF COMMUTER BUSES IN DOWNTOWN LOS ANGELES – NORM HICKLING**

*Recommended Action: Authorize the Executive Director/CEO to negotiate and execute a Shared Resources Agreement between the AVTA, Foothill Transit, and LADOT to support the construction and operation of downtown Los Angeles commuter vehicle parking facilities. The facilities will support the operation of zero-emission, battery-electric coaches serving Los Angeles Union Station (Route 785).*

**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

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)

CS 5 Public Employee Performance Evaluation – Pursuant to Government Code Sections 54954.5 (e) and 54957(b))  
Title: Executive Director/CEO

CS 6 Public Employee Appointment – Pursuant to Government Code Sections 54954.5(e) and 54957(b))  
Title: Executive Director/CEO

#### **RECESS TO CLOSED SESSION**

#### **RECONVENE TO PUBLIC SESSION**

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

NB 6 FIVE-YEAR AGREEMENT WITH EXECUTIVE DIRECTOR/CEO – ALLISON BURNS

*Recommended Action: Approve the final terms and conditions and execute the final Executive Director/CEO Employment Agreement.*

#### **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 June 26, 2018 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 10:00 a.m. on May 19, 2018 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.



---

**Regular Meeting of the Board of Directors  
Tuesday, April 24, 2018  
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 10:02 a.m.

**PLEDGE OF ALLEGIANCE**

Director Bishop led the Pledge of Allegiance.

**ROLL CALL:**

Present

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Steve Hofbauer, Director Austin Bishop, Director Michelle Flanagan

Absent

Director Angela Underwood-Jacobs

**APPROVAL OF AGENDA**

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

Moved by Director Hofbauer, seconded by Vice Chair Knippel

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Flanagan, Bishop

Nays: None

Abstain: None

Absent: Director Underwood-Jacobs

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

Fran Sereseres – Stated the Lancaster Metrolink Station is not being kept clean. Chairman Crist directed Len Engel, Executive Director/CEO, to process an agreement between the AVTA and the City of Lancaster for maintenance at the Lancaster Metrolink Station.

J.D. Arbaugh – Stated the Palmdale Transportation Center restroom is not being kept clean. He suggested that instead of the bus on the Route 52 going out of service at Avenues U and V-10, it should be in discharge only mode until the bus reaches the end of the loop. Also requested a bus stop at 123<sup>rd</sup> St. E. Chairman Crist requested Norm Hickling, Chief Operating Officer, to address Mr. Arbaugh's request.

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

**SRP 1 RECOGNITION OF AVTA EMPLOYEE OF THE THIRD QUARTER (JANUARY 1 – MARCH 31, 2018)**

Mr. Engel presented the AVTA Employee of the Third Quarter award to Grants Administrator Judy Fry.

**SRP 2 PRESENTATION OF TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR MARCH 2018**

Hector Fuentes, Transdev General Manager, presented plaques to the Employee of the Month Sylvia Flamenco and Operator of the Month Anselmo Molina.

**SRP 3 LEGISLATIVE REPORT FOR APRIL 2018**

Ms. Fry presented an update regarding the Bus & Bus Facilities grant, Better Utilizing Investments to Leverage Development (BUILD) grant program, Low or No Emission (Low-No) Bus Program, and Transit and Intercity Rail Capital Program 3 (TIRCP) grant. The BUILD grant program replaces the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program.

She also provided information regarding Assembly Bill (AB) 2304 – Transit Pass Program, AB2418 – Emerging Technologies California Smart Cities Challenge Grant Program, AB1969 – Transportation funds: transportation planning agencies: transit operators: fare revenue ratios: exemptions, and AB3124 – Length Limitations: Buses: bicycle transportation devices. The Board briefly discussed the legislative report.



**PUBLIC HEARING:**

**PH 1 RESOLUTION NO. 2018-007, REJECTING ECO ENERGY SOLUTIONS, INC.'S BID ON CONTRACT 2018-10 FOR AVTA ELECTRIC BUS CHARGING AT SERGEANT STEVE OWEN MEMORIAL PARK AND AWARDING THE CONTRACT TO TAFT ELECTRIC COMPANY**

Chairman Crist opened the Public Hearing.

Allison Burns, General Counsel, presented the staff report and provided the basis of determining a responsible bidder. She added that representatives from Eco Energy Solutions Inc. are present and provided their rebuttal with supporting exhibits to staff. Eco emailed their rebuttal to Ms. Burns and the Board on April 24. She stated the exhibits are available upon request.

Addressing the Board on this item.

Eddie Kulukian, Eco Project Manager, stated the documents were emailed this morning because the company did not receive staff's notice until April 19, which allowed only three business days to prepare their response.

Chairman Crist requested Mr. Kulukian to address the attorney's statements regarding the company's unresponsiveness, lack of experience, lack of knowledge, lack of capacity, lack of quality, and untrustworthiness. Mr. Kulukian provided a detailed response to the attorney's analysis of facts.

Mr. Engel responded to Mr. Kulukian's statement concerning the switchgear panel. Ms. Burns added that the switchgear issue is addressed in Exhibit G, confirmed that she read Eco's response letter, and concurs with the finding that they were an unresponsive bidder. She also responded to Eco's assertions regarding the date the company received staff's notice, delay of UL certification, and the AVTA's misrepresentation.

Chairman Crist closed the public hearing.

The Board briefly discussed the Request for Proposal process, design and installation requirements, and ramifications of delaying the contract award.

**Motion: (1) Adopt Resolution No. 2018-007, a Resolution of the Board of Directors of the Antelope Valley Transit Authority finding Eco Energy Solutions, Inc. to be not responsible, rejecting Eco Energy Solutions, Inc.'s bid on Contract #2018-10 for the AVTA Electric Bus Charging Project at Sergeant Steve Owen Memorial Park ("SSOMP"), and awarding Contract #2018-10 to Taft**

**Electric Company; and (2) Authorize the Executive Director/CEO to execute Contract 2018-10 for the AVTA Electric Bus Charging at SSOMP to Taft Electric Company (“Taft”), Ventura, CA, for the amount of \$327,071, plus applicable permit fees and sales tax, as it is the lowest responsible and responsive bidder.**

Moved by Director Bishop, seconded by Director Flanagan

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Flanagan, Bishop

Nays: None

Abstain: None

Absent: Director Underwood-Jacobs

**CONSENT CALENDAR (CC):**

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

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

**CC 2 FINANCIAL REPORTS FOR FEBRUARY AND MARCH 2018**

Receive and file the financial reports for February and March 2018.

**CC 3 FISCAL YEAR 2017/2018 THIRD QUARTER LOS ANGELES COUNTY SHERIFF’S DEPARTMENT (LASD) REPORT (JANUARY 1 – MARCH 31, 2018)**

Receive and file the FY18 Third Quarter LASD report for the period covering January 1 – March 31, 2018.

**CC 4 RESOLUTION NO. 2018-006, AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AGREEMENTS NECESSARY FOR THE SERVER ROOM UPGRADE PROJECT WITH FUNDS FROM THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

Adopt Resolution No. 2018-006, a Resolution of the Board of Directors of the Antelope Transit Authority authorizing the Executive Director/CEO to execute agreements necessary for the Server Room Upgrade Project with funds from the California State of Good Repair Program.

**CC 5 RESOLUTION NO. 2018-008, AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE THE NECESSARY AGREEMENT TO PROCURE ONE (1) BATTERY ELECTRIC COMMUTER BUS WITH FUNDS FROM THE 2017/2018 (FY18) CAP AND TRADE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROGRAM**

Adopt Resolution No. 2018-008, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the Executive Director/CEO to execute the necessary agreement to procure one (1)

battery electric commuter bus with funds from the 2017/2018 (FY18) Cap and Trade Low Carbon Transit Operations Program (LCTOP) Program.

**Motion: Approve the Consent Calendar.**

Moved by Director Hofbauer, seconded by Director Flanagan

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Flanagan, Bishop

Nays: None

Abstain: None

Absent: Director Underwood-Jacobs

**NEW BUSINESS (NB):**

**NB 1 ELECTION OF BOARD OFFICERS FOR FISCAL YEAR 2018/2019 (FY19)**

Karen Darr, Clerk of the Board, presented the staff report. There was no Board discussion.

**Motion: Nominate Marvin Crist as Chair and Dianne Knippel as Vice Chair for FY19.**

Moved by Director Flanagan, seconded by Director Bishop

Vote: Motion Carried (4-1-0-1)

Yeas: Chairman Crist, Vice Chair Knippel, Directors Flanagan, Bishop

Nays: Director Hofbauer

Abstain: None

Absent: Director Underwood-Jacobs

**NB 2 FY 2019 PRELIMINARY BUSINESS PLAN REVIEW AND SHORT RANGE TRANSIT PLAN ASSUMPTIONS**

Mr. Engel presented the staff report. The Board discussed revenue from the Authority's on-site solar panels, jurisdictional reserve contributions, additional transit center in east Palmdale, vanpool project, direct route between Antelope Valley College's Lancaster and Palmdale campuses, and including the ride free programs for seniors and college students in the FY 19 business plan.

**Motion: Approve the Preliminary FY 2019 Business Plan Assumptions and provide direction to staff regarding fiscal priorities for the Final FY 2019 Business Plan.**

Moved by Vice Chair Knippel, seconded by Director Bishop

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Flanagan, Bishop

Nays: None

Abstain: None

Absent: Director Underwood-Jacobs

**NB 3 LEASE AGREEMENT BETWEEN THE ANTELOPE VALLEY TRANSIT AUTHORITY AND ANTELOPE VALLEY HEALTHCARE DISTRICT – SOUTH VALLEY TRANSIT HUB AND CHARGING STATION**

The Board waived the presentation of the staff report.

**Motion: Authorize the Executive Director/CEO to negotiate and execute a lease agreement with the Antelope Valley Healthcare District for a 30-year term, to support the construction and operation of an AVTA transit center and enroute charging facility adjacent to the South Valley Health Center.**

Moved by Vice Chair Knippel, seconded by Director Hofbauer

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Hofbauer, Flanagan, Bishop

Nays: None

Abstain: None

Absent: Director Underwood-Jacobs

**REPORTS AND ANNOUNCEMENTS (RA):**

RA 1 Report by the Executive Director/CEO Len Engel

- Provided information regarding the TIGER grant debrief with Robert Mariner. Staff submitted letters to Representatives McCarthy and Knight's office, to forward to Secretary Chow, inviting Mr. Mariner to the greater Antelope Valley to brief interested jurisdictions on the new BUILD program.
- Met with Drew Bohan, Executive Director of the California Energy Commission (CEC) the week of April 16. Staff is attempting to schedule additional meetings to discuss CEC grant opportunities to fund the Authority's solar/battery storage project.

- Provided an update regarding bus service between the Antelope Valley College campuses and the vanpool project.

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

There were no miscellaneous business items presented.

**ADJOURNMENT:**

Chairman Crist adjourned the meeting at 11:17 a.m. to the Regular Meeting of the Board of Directors on May 22, 2018 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 22<sup>nd</sup> day of MAY, 2018

---

Marvin Crist, Chairman

ATTEST:

---

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:** May 22, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Financial Reports for March and April 2018

---

## **RECOMMENDATION**

That the Board of Directors receive and file the following Financial Reports for March and April 2018:

Fiscal Year-to-Date Budget versus Actual report dated March 31, 2018 (Attachment A); Interim, unaudited Financial Statements for the nine months ended March 31, 2018 (Attachment B); Treasurer's Report for the month ended March 31, 2018 (Attachment C); Payroll History Report for the three months ended April 30, 2018 (Attachment D); Cash Disbursements Reports for the month ended April 30, 2018 (Attachments E).

## **FISCAL IMPACT**

**Payroll:** The April payroll of \$190,394 is lower than the trailing 6-month average for payroll expense by \$40,906 or 17.69%.

**Cash Disbursements:** \$1,993,130.

Interim, Financial Statements (accrual basis): Change in Net Position: \$5,303,394 which includes YTD depreciation expense of \$3,112,994.

## **BACKGROUND**

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Chief Financial Officer prepares the Budget versus Actual report, Interim Financial Statements, Treasurer's Report, Payroll History Report, and the Cash Disbursements Report, and submits them to the Executive Director/CEO and Treasurer who certifies the availability of funds for all the reports presented herein. These reports are hereby submitted to the Board of Directors for ratification.

AVTA's gross payroll for employees for the month of April 2018, exclusive of benefits, payroll taxes and service charges, is shown below.

<b>Payroll Period</b>	<b>Amount</b>	<b>Journal #</b>
04/10/18	\$2,373.44	PYPKT01099
04/14/18	\$93,639.90	PYPKT01100
04/28/18	\$94,380.30	PYPKT01103
<b>Gross Pay, April 2018</b>	<b>\$190,393.64</b>	

The Register of Demands authorized the issuance of warrants in the following amount:

<b>Register Date</b>	<b>Amount</b>
04/01/18–04/30/18	\$1,993,130

Large items include:

Transdev, Inc. (March, 2018)	1,379,611
Pinnacle Petroleum (fuel – March 2018)	123,845
IntelliRide (Dial-A-Ride services for March, 2018)	132,407
Planetbids – Procurement system software	25,456
Moore & Associates – Planning & Operational Support Services	15,652
R.C. Becker and Son – AVTA/Caltrans project Contract 2017-40	78,007
California Choice (group health insurance – May 2018)	32,941
<b>Total of large item selection</b>	<b>\$1,787,919</b>

These items comprise 89.7% of total expenditures for the month.

### **Operating Cash**

Major cash components as of March 31, 2018:

Cash per general ledger	\$22,408,077
Less restricted funds	(21,288,307)
Projected net cash inflows/(outflows) for the following month	4,628,684
Projected cash available for operations in the following month	\$5,748,454

The projected cash available will cover 3 months of operating expenses based on the Authority's average monthly operating cash requirements of \$1.8 million.

Attachment A – Budget to Actual Report shows the unaudited interim results for the one month ended March, 2018.

Operating income/(loss) (net of depreciation) was favorable to budget (\$933K).

Revenues were unfavorable to budget by (\$853K).

Timing differences: Fare revenue less than budget; timing differences for FTA expected to catch up in May-June.

Expenses were favorable to budget by \$1,786K.

Fuel, and general and administrative expenses were less than budget. Measure M budgeted but not accrued on books.

**I, Len Engel, Executive Director and CEO of AVTA, declare that the attached reports are accurate and correct.**

Prepared by:

Submitted by:

---

James Mannie  
Finance Manager

---

Len Engel  
Executive Director/CEO

Attachments:

A – Budget versus Actual Report as of YTD March 31, 2018

B – Interim Financial Statements for the nine months ended March 31, 2018

C – Treasurer’s Report and Cash Flow Projection for the month of March, 2018

D – Payroll History Report for the three months ended April, 2018

E – Cash Disbursements Report for the month ended April, 2018



**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**BUDGET VS. ACTUALS - OPERATING INCOME STATEMENT**  
For the 9 months ended March 31, 2018

DESCRIPTION	YEAR-TO-DATE		
	BUDGET	ACTUAL	VARIANCE
<b>REVENUE</b>			
FARE REVENUE	4,125,000	3,775,690	(349,310)
MTA FUNDS	8,251,944	8,162,203	(89,741)
FTA FUNDS	4,931,251	4,468,580	(462,671)
JURISDICTIONAL CONTRIBUTIONS	2,532,814	2,479,623	(53,191)
OTHER REVENUE	146,649	248,355	101,706
<b>TOTAL REVENUE</b>	<b>19,987,657</b>	<b>19,134,451</b>	<b>(853,207)</b>
<b>EXPENSES</b>			
CONTRACT SERVICES	12,195,956	11,896,587	299,369
FUEL & ELECTRICITY FOR OPERATIONS	1,739,830	1,695,079	44,751
OTHER OPERATING EXPENSES	253,692	201,294	52,399
WAGES	1,970,154	2,065,871	(95,717)
BENEFITS	738,913	637,938	100,975
LEGAL	88,458	87,342	1,117
CONSULTING	81,774	190,549	(108,775)
ADVOCACY	203,266	193,005	10,261
TRAVEL	60,088	55,909	4,179
IT MAINTENANCE & LICENSES	197,442	161,488	35,954
UTILITIES	134,177	152,947	(18,770)
GENERAL & ADMINISTRATION EXPENSES	2,179,808	719,562	1,460,246
<b>TOTAL EXPENSES</b>	<b>19,843,559</b>	<b>18,057,571</b>	<b>1,785,988</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>144,099</b>	<b>1,076,880</b>	<b>932,781</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**EXPENDITURES BY DEPARTMENT**  
For the 9 months ended March 31, 2018

DESCRIPTION	YEAR-TO-DATE		
	BUDGET	ACTUAL	VARIANCE
<b>TOTAL REVENUE</b>	<b>19,987,657</b>	<b>19,134,451</b>	<b>(853,207)</b>
<b>EXPENDITURES BY DEPARTMENT</b>			
EXECUTIVE SERVICES	1,574,841	1,575,632	(791)
OPERATIONS & MAINTENANCE	15,241,120	14,886,768	354,352
FINANCE	986,254	1,029,207	(42,953)
CUSTOMER SERVICE	672,275	565,964	106,311
ALLOCATIONS	1,369,069	0	1,369,069
<b>TOTAL EXPENSES</b>	<b>19,843,559</b>	<b>18,057,571</b>	<b>1,785,988</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>144,099</b>	<b>1,076,880</b>	<b>932,781</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**VARIANCES BY DEPARTMENT**  
For the 9 months ended March 31, 2018

DEPARTMENT	T/P	COMMENTS (\$000's)
<b>REVENUE</b>	P	Fare Revenue (\$349)
	P	Operating Contributions (\$53)
	P	Advertising Revenue \$21
	P	MTA Revenues (\$90)
	T	5307 Funds (PM & Operating Support) (\$463)
	P	Other Revenue \$81
<b>EXECUTIVE SERVICES</b>	P	Wages & Benefits \$8
	P	Marketing \$56
	P	Website Maintenance\$17
	P	Printing\$17
	P	Consulting (\$109)
	P	Advocacy \$10
	P	Professional Development \$20
<b>OPERATIONS &amp; MAINTENANCE</b>	P	Wages & Benefits (\$61)
	P	Contract Services (Transdev/IntelliRide) \$299
	P	Fossil Fuel for Fleet Operations \$45
	P	I.T. Categories (incl Software Licensing) \$36
	P	Utilities (\$19)
	P	Grantable PM & Operating Support\$62
<b>FINANCE</b>	P	Wages & Benefits (\$68)
	P	Liability, Fire & Other Insurance \$4
	P	Audit \$13
<b>CUSTOMER SERVICE</b>	P	Wages & Benefits \$99
	P	Sponsorships (\$13)
	P	Charitable Contributions\$19
	P	Misc. Special Events\$16
	P	LASD/Private Security(\$25)
<b>ALLOCATIONS (NET OF DEPRECIATION)</b>	T	Contingency (Restricted) & GASB Adjustments \$1369

P = Permanent difference  
T = Timing difference



## STATEMENT OF NET POSITION

	As of March 31, 2018	As of March 31, 2017
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 22,408,077	\$ 22,719,732
Due from other governments	6,567,653	1,672,758
Other receivables	85,193	460,967
Inventory	282,354	262,483
Prepaid items	140,359	94,551
Total Current Assets	29,483,636	25,210,491
<b>NONCURRENT ASSETS</b>		
Capital assets, net of depreciation	53,044,549	48,237,894
Total Assets	82,528,185	73,448,385
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension plan contributions	888,674	626,044
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	1,921,564	4,566,232
Accrued payroll and related	102,849	(1,177)
Compensated absences	368,502	404,747
Deferred Revenue - Prop 1B	2,041,754	2,489,080
Other Liabilities	53,703	374,586
Total Current Liabilities	4,488,372	7,833,468
<b>NONCURRENT LIABILITIES</b>		
Net pension plan liability	880,874	629,016
Total Liabilities	5,369,246	8,462,484
<b>Deferred inflows of resources</b>		
Net pension plan assumption differences	142,398	296,364
Unearned Revenue	6,500	-
Total deferred inflows of resources	148,898	296,364
<b>NET POSITION</b>		
Invested in Capital Assets	53,044,549	48,237,894
Restricted for Capital Acquisition	6,422,867	5,893,700
Unrestricted	18,431,298	11,183,986
Total Net Assets	\$ 77,898,714	\$ 65,315,580



**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**GOVERNMENT AUDITING STANDARDS PRESENTATION**  
**(INCLUDING DEPRECIATION EXPENSE)**

	For the 9 Months ending March 31, 2018	For the 9 Months ending March 31, 2017
<b>OPERATING REVENUES</b>		
Charges for services:		
Passenger fares	\$ 3,775,690	\$ 3,837,469
Total operating revenues	<u>3,775,690</u>	<u>3,837,469</u>
<b>OPERATING EXPENSES</b>		
Purchased transportation services:		
Outside transit contract	11,896,587	11,538,014
Fuel	1,588,653	1,421,766
Other operating costs	700,313	681,070
General and administrative	3,872,018	3,831,589
Total operating expenses, net of depreciation	<u>18,057,571</u>	<u>17,472,440</u>
Operating gain/(loss), net of depreciation	(14,281,881)	(13,634,971)
Depreciation	3,112,994	2,995,900
Total operating expenses	<u>21,170,564</u>	<u>20,468,338</u>
Operating gain/(loss)	<u>(17,394,874)</u>	<u>(16,630,870)</u>
<b>NONOPERATING REVENUES/(EXPENSES)</b>		
Interest Income	79,177	30,827
Local grants - MTA	8,162,203	6,461,235
Federal non-capital grants	4,468,580	4,475,408
Member agency contributions	2,479,623	2,471,859
Grantable expenses	(219,253)	(6,412,325)
Gain/(Loss) on sale of capital assets	-	(144,066)
Other	169,178	324,758
Total nonoperating revenues and expenses	<u>15,139,507</u>	<u>7,207,695</u>
Gain/(Loss) before capital contributions	<u>(2,255,366)</u>	<u>(9,423,174)</u>
<b>CAPITAL CONTRIBUTIONS</b>		
Capital grants	7,237,036	759,603
Member agency contributions	321,725	345,672
Total capital contributions	<u>7,558,761</u>	<u>1,105,273</u>
<b>CHANGE IN NET POSITION</b>	5,303,394	(8,317,902)
<b>NET POSITON, BEGINNING OF PERIOD</b>	<u>72,595,321</u>	<u>73,633,482</u>
<b>NET POSITION, END OF PERIOD</b>	<u>\$ 77,898,714</u>	<u>\$ 65,315,580</u>

**STATEMENT OF CASH FLOWS**

	For the 9 Months ending March 31, 2018	For the 9 Months ending March 31, 2017
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from customers	3,775,690	3,837,469
Non-operating miscellaneous revenue received	169,178	324,758
Cash payments to suppliers for goods and services	(15,829,237)	(14,818,386)
Cash payments to employees for services	(2,576,166)	(2,626,557)
Net cash used in operating activities	<u>(14,460,535)</u>	<u>(13,282,716)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>		
Operating grants received	7,760,245	16,156,935
Contributions received from member agencies	2,316,196	2,580,810
Net cash provided by non-capital financing activities	<u>10,076,441</u>	<u>18,737,745</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>		
Acquisition of capital assets	-	(34,163)
Proceeds received from sale of capital assets	-	-
Capital grants received	6,883,293	759,603
Capital expenses	(219,253)	(3,574,825)
Capital contributions received from member agencies	321,725	345,672
Net cash used in capital and related financing activities	<u>6,985,765</u>	<u>(2,503,714)</u>
<b>CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:</b>		
Interest received	79,177	30,827
Net cash provided by investing activities:	<u>79,177</u>	<u>30,827</u>
Net increase/(decrease) in cash and cash equivalents	2,680,849	2,982,142
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>19,727,227</u>	<u>19,737,590</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>22,408,077</u></u>	<u><u>22,719,732</u></u>



## STATEMENT OF CASH FLOWS

	For the 9 Months ending March 31, 2018	For the 9 Months ending March 31, 2017
<b>Reconciliation of operating income (loss) to net cash used in operating activities (Indirect Method):</b>		
Operating Loss	(17,394,874)	(16,630,870)
<b>Adjustments to Net Cash used in Operating Activities</b>		
Depreciation	3,112,994	2,995,900
Miscellaneous income	169,178	324,758
(Increase) decrease in other receivables	1,244	(132,302)
(Increase) decrease in inventory	-	-
(Increase) decrease in prepaid items	25,994	18,940
(Increase) decrease in deferred outflows of resources	-	-
Increase (decrease) in accounts payable	(481,511)	355,911
Increase (decrease) in due to Federal Transit Administration	-	-
Increase (decrease) in accrued payroll	102,849	1,698
Increase (decrease) in compensated absences payable	5,596	-
Increase (decrease) in other liabilities	288,576	1,200
Increase (decrease) in deferred revenue/(Prop 1B)	-	-
Increase (decrease) in net pension liability	-	-
Increase (decrease) in deferred inflows of resources	(290,581)	(217,952)
<b>Net Cash used in operating activities</b>	<b>(14,460,535)</b>	<b>(13,282,716)</b>

### Notes

- 1 This set of basic financial statements is prepared on an interim basis and is unaudited.
- 2 Please see the Cash Flow Projection Report for additional highlights on cash & equivalents, payroll and expenditures.

**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**Treasurer's Report and Cash Flow Projection**  
**For the Month Ended March 31, 2018**

Investment Type	Description	Beginning Balance	Deposits	Disbursements	Interest	Ending Balance
<b>Cash and Investments Under the Direction of the Treasurer</b>						
Local Agency Investment Fund (LAIF) - Capital Reserve		6,400,814			23,815	\$6,424,629
Interest (earned quarterly)						
Proposition 1B Restricted Fund*		2,135,166			89	2,135,255
Interest earned for the month						
Union Bank - LCTOP		214,421			9	214,430
Interest earned for the month						
* Deferred revenue, recorded as liability until associated expense incurred.						
<b>TOTAL CAPITAL RESERVE AND RESTRICTED FUNDS</b>		<b>8,750,401</b>	<b>-</b>	<b>-</b>	<b>23,913</b>	<b>\$8,774,314</b>
Wells Fargo - Operating Reserves - CDs		997,863		-		997,863
Wells Fargo - Staging		215		10		205
Wells Fargo - Money Market Fund		1,813,836		-	2,089	1,815,925
<b>TOTAL OPERATING RESERVE</b>		<b>2,811,914</b>	<b>-</b>	<b>10</b>	<b>2,089</b>	<b>\$2,813,993</b>
General, Payroll & Payable Accounts		9,852,221				
Operating Accounts Analysis						
FTA			-			
Cash Fares			478,056			
Vendor Pass Sales Revenue			78,817			
MTA Revenue			2,580,570		ok	
Jurisdictional Contributions			-			
Other Revenue			-			
Non-Transportation Revenue			-			
Cash Disbursement (A/P) for The Month				1,768,675		
Employee Payroll				317,112		
Employee Deductions				34,430		
Employer Payroll Taxes				12,035		
CalPERS - AVTA paid				37,041		
CalPERS - GASB 68				-		
Bank Fees				1,353		
<b>Net Operating Funds</b>		<b>9,852,221</b>	<b>3,137,443</b>	<b>2,170,644</b>	<b>-</b>	<b>10,819,020</b>
Petty Cash Balance		750				750
<b>TOTAL CASH AND INVESTMENTS</b>		<b>21,415,287</b>	<b>3,137,443</b>	<b>2,170,654</b>	<b>26,002</b>	<b>\$ 22,408,077</b>

I hereby certify that the investment portfolio of AVTA complies with its investment policy and the California Government Code Sections pertaining to the investment of local agency funds, Union Bank and Wells Fargo Bank. Pending any future actions by the AVTA Board or any and unforeseen occurrences, AVTA has cash flow adequate to meet its expenditure requirements for the next three months.

Prepared by:

Submitted by:

James Mannie  
 Finance Manager

Len Engel  
 Executive Director/CEO



**ANTELOPE VALLEY TRANSIT AUTHORITY**  
**Treasurer's Report and Cash Flow Projection**  
**For the Month Ended March 31, 2018**

Descriptions	\$ Subtotal	\$ Total
BALANCE FROM THE REPORT		\$ 22,408,077
<b><u>Less Restricted Funds</u></b>		
Proposition 1B/LCTOP (Deferred Revenue)		(2,349,685)
Operating Reserve (Wells Fargo)		(2,813,993)
Capital Reserve (LAIF)		(6,424,629)
Reserve for BYD Bus Deliveries		(4,000,000)
Restricted for Operations		(5,700,000)
<b>RESTRICTED CASH</b>		<b>(21,288,307)</b>
<b>UNRESTRICTED CASH</b>		<b>\$ 1,119,770</b>
<b>NET RECEIVABLE AND PAYABLE FOR THE MONTH ENDED MARCH 31, 2018</b>		
<b>Add Accounts receivable:</b>		
FTA funds	\$ 5,759,416	
MTA Revenue	401,959	
Jurisdiction Contributions	163,427	
Vendor Pass Sales/Transporter	328,045	
Other	0	6,652,847
<b>Less Payables &amp; Payroll:</b>		
Accounts Payable & Accrued Invoices	(1,798,244)	
Payroll & Related	(225,919)	<b>(2,024,162)</b>
<b>NET INFLOW/(OUT FLOW) OF CASH --- A/R, A/P</b>		<b>4,628,684</b>
<b>PROJECTED CASH AVAILABLE IN THE NEXT 30 DAYS:</b>		<b>\$ 5,748,454</b>
<b>OPERATING CASH REQUIRED MONTHLY - AVERAGE</b>		<b>\$ 1,800,000</b>
<b>Operating Cash Coverage per Monthly Average:</b>		<b>3.2</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY  
PAYROLL HISTORY REPORT  
FEBRUARY - APRIL 2018**

	February Total	March Total	April Total
Number of Pay <u>Periods</u> :	2	3	2
<b><u>EARNINGS</u></b>			
Regular Pay	\$ 186,254.97	\$ 266,872.82	\$ 266,872.82
Overtime Pay	2,859.28	1,828.98	1,828.98
Vacation Pay	4,703.72	4,275.22	4,275.22
Double Time Pay	-	714.93	714.93
Sick Pay	6,005.96	8,202.90	8,202.90
Final Pay	-	-	-
Bereavement Pay	1,246.05	268.02	268.02
Holiday Pay	242.41	11,378.91	11,378.91
Bonus Pay	9,095.60	-	-
Floating Holiday Pay	-	973.68	973.68
Retroactive Pay	415.93	1,798.36	1,798.36
<b>TOTAL, ALL PAY CATEGORIES</b>	<b>\$ 210,823.92</b>	<b>\$ 296,313.82</b>	<b>\$ 296,313.82</b>
Vacation Cash Out	2,882.40	20,266.91	20,266.91
Floater Cash Out	270.08	666.09	666.09
Deferred Income 457	909.68	1,514.16	1,514.16
Stipend --- Cell phone reimbursements	667.50	922.50	922.50
<b>TOTAL PAYROLL</b>	<b>\$ 215,553.58</b>	<b>\$ 319,683.48</b>	<b>\$ 319,683.48</b>
<b>Inc(Dec)-Curr month over prev month</b>		<b>\$ 104,129.90</b>	<b>\$ -</b>
<b>% Inc(Dec)-Curr month over prev month</b>		<b>48.3%</b>	<b>0.0%</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0944 - AGILITY RECOVERY SOLUTIONS INC.</b>				
23453	04/11/2018	Agility Recovery Services	100-2FF-5-G1-9401012	230.00
<b>Vendor V0944 - AGILITY RECOVERY SOLUTIONS INC. Total:</b>				<b>230.00</b>
<b>Vendor: V0753 - American Heritage Life Ins.</b>				
23483	04/18/2018	Employee Paid Extended Benefits	100-000-2-B1-4011019	456.80
<b>Vendor V0753 - American Heritage Life Ins. Total:</b>				<b>456.80</b>
<b>Vendor: V1192 - Antelope Valley College</b>				
23454	04/11/2018	CPOS reimbursement	100-3FS-5-G1-9501037	50.00
<b>Vendor V1192 - Antelope Valley College Total:</b>				<b>50.00</b>
<b>Vendor: V0949 - Apex Hesperia Rentals</b>				
23421	04/04/2018	Arm, main shift, shipping and handling	100-2FF-5-G1-9401038	42.93
23455	04/11/2018	Kubota part	100-2FF-5-G1-9401038	113.94
<b>Vendor V0949 - Apex Hesperia Rentals Total:</b>				<b>156.87</b>
<b>Vendor: V0135 - Aramark Uniform Services</b>				
23422	04/04/2018	Uniform service	100-2FF-5-G1-9401038	246.55
23456	04/11/2018	Uniform service	100-2FF-5-G1-9401038	79.23
23422	04/04/2018	Uniform service	100-2FF-5-G1-9401038	256.01
23456	04/11/2018	Uniform service	100-2FF-5-G1-9401038	228.43
23484	04/18/2018	Uniform service	100-2FF-5-G1-9401038	286.11
<b>Vendor V0135 - Aramark Uniform Services Total:</b>				<b>1,096.33</b>
<b>Vendor: V0518 - Arrow Engineering Services-AESI</b>				
23485	04/18/2018	To close out PO-additional work requested by Attorney	600-1XX-5-J1-9909080	547.33
23485	04/18/2018	Final-additional work required by Attorney-LCP & PTC	600-1XX-5-J1-9909080	5,287.67
23485	04/18/2018	To close out PO-additional work requested by Attourney	600-1XX-5-J1-9909080	745.00
<b>Vendor V0518 - Arrow Engineering Services-AESI Total:</b>				<b>6,580.00</b>
<b>Vendor: V0441 - At&amp;T Calnet</b>				
23511	04/25/2018	Telephone, as of 3/20/2018	100-2FF-5-G1-9401025	759.22
23511	04/25/2018	Telephone, as of 4/20/2018	100-2FF-5-G1-9401025	744.14
<b>Vendor V0441 - At&amp;T Calnet Total:</b>				<b>1,503.36</b>
<b>Vendor: V0244 - AT&amp;T Mobility</b>				
23512	04/25/2018	Mobility charges, 3/7-4/6/18	100-2FF-5-G1-9401025	237.54
23512	04/25/2018	Fleet wi-fi-3/7/18-4/06/18	100-2FF-5-G1-9201011	200.05
<b>Vendor V0244 - AT&amp;T Mobility Total:</b>				<b>437.59</b>
<b>Vendor: V0248 - Atkinson, Andelson, Loya, RUUD</b>				
23513	04/25/2018	General advice	100-1EX-5-G1-9501005	55.00
<b>Vendor V0248 - Atkinson, Andelson, Loya, RUUD Total:</b>				<b>55.00</b>
<b>Vendor: V0203 - AV Chambers of Commerce</b>				
23457	04/11/2018	YEA Investor Panel Sponsorship	100-5CS-5-G1-9501039	2,500.00
<b>Vendor V0203 - AV Chambers of Commerce Total:</b>				<b>2,500.00</b>
<b>Vendor: V0719 - AV Mail n More</b>				
23514	04/25/2018	CPOS Reimbursement-Dec 17-Feb 18	100-3FS-5-G1-9501037	150.00
<b>Vendor V0719 - AV Mail n More Total:</b>				<b>150.00</b>
<b>Vendor: V0496 - Blue Tarp Financial- Northern Tool</b>				
23458	04/11/2018	Pressure washer pump for bus wash rack	600-1XX-5-J1-9909069	470.00
<b>Vendor V0496 - Blue Tarp Financial- Northern Tool Total:</b>				<b>470.00</b>
<b>Vendor: V0582 - Board of Equalization- Fuel Taxes Division</b>				
23486	04/18/2018	Fuel diesel tax-Jan-March 2018	100-2FF-5-G1-9201005	1,848.00
<b>Vendor V0582 - Board of Equalization- Fuel Taxes Division Total:</b>				<b>1,848.00</b>
<b>Vendor: V1288 - Board of Equalization-Sales/Use Tax</b>				
23487	04/18/2018	Use Tax-Jan-March 2018	100-2FF-5-G1-9201005	1,025.00
<b>Vendor V1288 - Board of Equalization-Sales/Use Tax Total:</b>				<b>1,025.00</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0762 - Boot Barn</b>				
23515	04/25/2018	Safty toe work boots	100-2FF-5-G1-9401038	135.49
				<b>Vendor V0762 - Boot Barn Total: 135.49</b>
<b>Vendor: V0149 - Brinks Incorporated</b>				
23488	04/18/2018	Transportation Service-March 2018-Supplies	100-3FS-5-G1-9501024	23.00
23488	04/18/2018	Transportation Service-April 2018	100-3FS-5-G1-9501024	608.26
				<b>Vendor V0149 - Brinks Incorporated Total: 631.26</b>
<b>Vendor: V0132 - Bulbs.com</b>				
23489	04/18/2018	Light bulbs for the facility	100-2FF-5-G1-9401038	187.60
23489	04/18/2018	Light bulbs for the facility	100-2FF-5-G1-9401038	82.25
				<b>Vendor V0132 - Bulbs.com Total: 269.85</b>
<b>Vendor: V1139 - California Choice</b>				
23423	04/04/2018	Group Health Insurance (EE)- May 2018	100-000-2-B1-4011013	5,655.95
23423	04/04/2018	Group Health Insurance (ER)- May 2018	100-1ZZ-5-G1-9701612	27,284.58
				<b>Vendor V1139 - California Choice Total: 32,940.53</b>
<b>Vendor: V1059 - Calstart</b>				
23516	04/25/2018	CA ZEB Coalition 2018 Participation	100-1EX-5-G1-9501006	2,500.00
				<b>Vendor V1059 - Calstart Total: 2,500.00</b>
<b>Vendor: V0723 - Canon Solutions America</b>				
23424	04/04/2018	Customer Service Canpon C5051 Copier 12 Month Agrt	100-2FF-5-G1-9401009	322.81
23424	04/04/2018	Customer Service Canpon C5051 Copier 12 Month Agrt	100-2FF-5-G1-9401009	168.83
				<b>Vendor V0723 - Canon Solutions America Total: 491.64</b>
<b>Vendor: V0416 - Carquest of Lancaster #7305</b>				
23425	04/04/2018	Oilf filter, Hydraulic filter	100-2FF-5-G1-9401038	50.76
23517	04/25/2018	CQ Synthetic oil	100-2FF-5-G1-9401038	29.55
				<b>Vendor V0416 - Carquest of Lancaster #7305 Total: 80.31</b>
<b>Vendor: V0197 - City of Palmdale</b>				
23490	04/18/2018	NLC Expenses for Steve Hofbauer-2018 Congressional	100-1EX-5-G1-9501015	2,498.02
				<b>Vendor V0197 - City of Palmdale Total: 2,498.02</b>
<b>Vendor: V0812 - DeeAnna Cason</b>				
23459	04/11/2018	Caltrans prints	100-000-2-B1-4051003	12.95
23459	04/11/2018	Payment for fare from passenger-GFI not working	100-000-4-D1-6001004	(6.00)
23459	04/11/2018	Public records request#264 payment	100-000-4-D1-6201004	(7.00)
23459	04/11/2018	Notary service-C Konisek	100-1EX-5-G1-9501005	40.00
23459	04/11/2018	All hands meeting	100-1EX-5-G1-9501019	56.46
23459	04/11/2018	Palmdale Chamber breakfast	100-1EX-5-G1-9501019	13.00
23459	04/11/2018	Holiday event-Christmas party 2017	100-1EX-5-G1-9501029	76.18
23459	04/11/2018	IT supplies	100-3FS-5-G1-9501009	21.72
				<b>Vendor V0812 - DeeAnna Cason Total: 207.31</b>
<b>Vendor: V0646 - DSL Extreme</b>				
23460	04/11/2018	DSL Service-05/01/18-06/01/18	100-2FF-5-G1-9401025	52.83
				<b>Vendor V0646 - DSL Extreme Total: 52.83</b>
<b>Vendor: V1225 - Duke Engineering</b>				
23518	04/25/2018	Steve Owen Park WAVE Project	600-1XX-5-J1-9909085	13,860.00
23518	04/25/2018	Construction documents and support for WAVE at PTC	600-1XX-5-J1-9909085	1,625.00
23518	04/25/2018	A&E Services to Re- design Server Room	600-1XX-5-J1-9909200	1,985.00
				<b>Vendor V1225 - Duke Engineering Total: 17,470.00</b>
<b>Vendor: V1123 - Eastside Checks Cashed</b>				
23519	04/25/2018	CPOS Reimbursement-March 2018	100-3FS-5-G1-9501037	50.00
				<b>Vendor V1123 - Eastside Checks Cashed Total: 50.00</b>
<b>Vendor: V0046 - Federal Express</b>				
23461	04/11/2018	Shipping charges	100-3FS-5-G1-9501010	43.52
23461	04/11/2018	Shipping charges	100-3FS-5-G1-9501010	65.76
23491	04/18/2018	Shipping charges	100-3FS-5-G1-9501010	47.35
				<b>Vendor V0046 - Federal Express Total: 156.63</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0176 - First Place Awards</b>				
23520	04/25/2018	1 Plaque	100-3FS-5-G1-9501009	38.33
<b>Vendor V0176 - First Place Awards Total:</b>				<b>38.33</b>
<b>Vendor: V1097 - Francynn Tobar</b>				
23426	04/04/2018	Reimb-ECS-Laserfische Training/San Diego	100-1EX-5-G1-9501019	30.00
<b>Vendor V1097 - Francynn Tobar Total:</b>				<b>30.00</b>
<b>Vendor: V0194 - Frontier Communications</b>				
23492	04/18/2018	Telephone-4/13/18-5/12/18	100-2FF-5-G1-9401025	457.89
<b>Vendor V0194 - Frontier Communications Total:</b>				<b>457.89</b>
<b>Vendor: V0049 - GFI Genfare</b>				
23462	04/11/2018	Probe repair	100-2FF-5-G1-9401038	981.34
23427	04/04/2018	Freight for farebox	600-1XX-5-J1-9909057	351.65
<b>Vendor V0049 - GFI Genfare Total:</b>				<b>1,332.99</b>
<b>Vendor: V0701 - Gotcha Media Holdings LLC</b>				
23463	04/11/2018	Antelope College Campus Kiosk (13)mo. - SW/F Bs.Ed	100-1EX-5-G1-9501003	315.00
<b>Vendor V0701 - Gotcha Media Holdings LLC Total:</b>				<b>315.00</b>
<b>Vendor: V0125 - Grainger</b>				
23428	04/04/2018	Pressure washer parts	100-2FF-5-G1-9401038	93.04
23428	04/04/2018	Pressure washer parts	100-2FF-5-G1-9401038	62.70
23428	04/04/2018	Pressure washer parts	100-2FF-5-G1-9401038	146.61
23428	04/04/2018	Facility parts	100-2FF-5-G1-9401038	134.29
23428	04/04/2018	Facility parts	100-2FF-5-G1-9401038	81.84
23428	04/04/2018	Facility parts	100-2FF-5-G1-9401038	239.63
23428	04/04/2018	Facility parts	100-2FF-5-G1-9401038	148.74
23464	04/11/2018	Leather palm gloves, facility use	100-2FF-5-G1-9401038	94.25
<b>Vendor V0125 - Grainger Total:</b>				<b>1,001.10</b>
<b>Vendor: V1231 - Hanka Advisor LLC</b>				
23429	04/04/2018	Advocacy Consulting Services	100-1EX-5-G1-9501015	5,697.02
<b>Vendor V1231 - Hanka Advisor LLC Total:</b>				<b>5,697.02</b>
<b>Vendor: V1057 - IntelliRide</b>				
23493	04/18/2018	Dial-a-ride Service, March 2018	100-000-4-D1-6001400	(10,522.00)
23493	04/18/2018	Dial-a-ride Service, March 2018	100-2FF-5-G1-9001014	128,309.04
23493	04/18/2018	March 2018 ETP Service	100-2FF-5-G1-9401031	11,283.42
23493	04/18/2018	March 2018 DAR Fare Coupons	100-000-4-D1-6001400	3,337.00
<b>Vendor V1057 - IntelliRide Total:</b>				<b>132,407.46</b>
<b>Vendor: V0057 - Interior Plant Designs</b>				
23465	04/11/2018	Plant maintenance/services	100-2FF-5-G1-9401005	220.00
<b>Vendor V0057 - Interior Plant Designs Total:</b>				<b>220.00</b>
<b>Vendor: V0492 - Interstate Battery System</b>				
23430	04/04/2018	MT-26R Battery	100-2FF-5-G1-9401038	99.50
23521	04/25/2018	Alarm system backup batteries	100-2FF-5-G1-9401038	241.48
<b>Vendor V0492 - Interstate Battery System Total:</b>				<b>340.98</b>
<b>Vendor: V0157 - Iron Mountain Records Mgmt Inc</b>				
23466	04/11/2018	Shredding services	100-2FF-5-G1-9401005	82.74
<b>Vendor V0157 - Iron Mountain Records Mgmt Inc Total:</b>				<b>82.74</b>
<b>Vendor: V1236 - JD Equipment Services</b>				
23431	04/04/2018	Lift inspections	100-2FF-5-G1-9401038	800.00
23522	04/25/2018	Repairs on inground lifts	100-2FF-5-G1-9401038	577.38
<b>Vendor V1236 - JD Equipment Services Total:</b>				<b>1,377.38</b>
<b>Vendor: V0384 - Johnstone Supply</b>				
23432	04/04/2018	A/C 2 condenser fan motor	100-2FF-5-G1-9401038	607.31
<b>Vendor V0384 - Johnstone Supply Total:</b>				<b>607.31</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0806 - Kelly Alcuran</b>				
23433	04/04/2018	Preparation of Budget for FY 18(Mid year) and FY19	100-1EX-5-G1-9501013	2,061.25
23494	04/18/2018	Preparation of Budget for FY 18 (Mid year) and FY	100-1EX-5-G1-9501013	840.00
23523	04/25/2018	Preparation of Budget for FY 18 (Mid year) and FY	100-1EX-5-G1-9501013	840.00
<b>Vendor V0806 - Kelly Alcuran Total:</b>				<b>3,741.25</b>
<b>Vendor: V0288 - LA County Sheriff Dept</b>				
23495	04/18/2018	LASD Transit Deputy (K. Maselli)-Feb 2018	100-5CS-5-G1-9501034	6,349.79
23524	04/25/2018	LASD Transit Deputy (K. Maselli)-March 2018	100-5CS-5-G1-9501034	6,349.79
<b>Vendor V0288 - LA County Sheriff Dept Total:</b>				<b>12,699.58</b>
<b>Vendor: V0062 - Lancaster Jethawks</b>				
23525	04/25/2018	2018 Lancaster Jethawks Sponsorship package	100-1EX-5-G1-9501003	10,650.00
<b>Vendor V0062 - Lancaster Jethawks Total:</b>				<b>10,650.00</b>
<b>Vendor: V0889 - Len Engel</b>				
23434	04/04/2018	Reimb-Regional Ridership Imprvmt Long Beach CA	100-1EX-5-G1-9501019	355.23
23467	04/11/2018	Reimb-CALACT Spring conference	100-1EX-5-G1-9501019	1,159.86
23526	04/25/2018	Reimbursement-Washington DC Visit-4/11-4/14/18	100-1EX-5-G1-9501015	2,368.61
<b>Vendor V0889 - Len Engel Total:</b>				<b>3,883.70</b>
<b>Vendor: V0720 - Mail America 2- Palmdale</b>				
23468	04/11/2018	CPOS Blanket Reimbursement-March 2018	100-3FS-5-G1-9501037	50.00
23468	04/11/2018	LIFE coupons-March 2018	100-3FS-5-G1-9501037	208.00
<b>Vendor V0720 - Mail America 2- Palmdale Total:</b>				<b>258.00</b>
<b>Vendor: V1212 - Master's Refreshment Services</b>				
23435	04/04/2018	Coffee Supplies - Master's Refreshments	100-3FS-5-G1-9501009	279.11
<b>Vendor V1212 - Master's Refreshment Services Total:</b>				<b>279.11</b>
<b>Vendor: V0783 - Mobile Relay Associates</b>				
23436	04/04/2018	Commuter radio repeater service	100-2FF-5-G1-9401038	1,224.30
<b>Vendor V0783 - Mobile Relay Associates Total:</b>				<b>1,224.30</b>
<b>Vendor: V0626 - Moore &amp; Associates</b>				
23496	04/18/2018	2017-37 Planning & Operational Support Services	100-1EX-5-G1-9501013	15,652.08
<b>Vendor V0626 - Moore &amp; Associates Total:</b>				<b>15,652.08</b>
<b>Vendor: V1054 - Ollivier Corporation</b>				
23469	04/11/2018	HID Access Cards	600-1XX-5-J1-9909069	1,462.66
<b>Vendor V1054 - Ollivier Corporation Total:</b>				<b>1,462.66</b>
<b>Vendor: V0987 - OPSEC Specialized Protection</b>				
23470	04/11/2018	Opsec Security for March 2018	100-5CS-5-G1-9501034	4,750.00
23497	04/18/2018	Special service-One unarmed officer-4/03/18	100-5CS-5-G1-9501034	51.60
<b>Vendor V0987 - OPSEC Specialized Protection Total:</b>				<b>4,801.60</b>
<b>Vendor: V1238 - Passantino Andersen Communications LLC</b>				
23437	04/04/2018	Public Relations Contract 2017-31-FINAL	100-1EX-5-G1-9501013	3,335.00
23437	04/04/2018	Final payment amount for consultant	100-1EX-5-G1-9501013	660.00
<b>Vendor V1238 - Passantino Andersen Communications LLC Total:</b>				<b>3,995.00</b>
<b>Vendor: V1284 - Paulina Cazares Malta</b>				
23438	04/04/2018	Reimb-ECS-Laserfische Training/San Diego	100-1EX-5-G1-9501019	30.00
<b>Vendor V1284 - Paulina Cazares Malta Total:</b>				<b>30.00</b>
<b>Vendor: V0078 - Pinnacle Petroleum Inc</b>				
23471	04/11/2018	Fuel, March 2018	100-2FF-5-G1-9201003	20,182.82
23471	04/11/2018	Fuel, March 2018	100-2FF-5-G1-9201003	18,738.39
23471	04/11/2018	Fuel, March 2018	100-2FF-5-G1-9201003	21,097.89
23471	04/11/2018	Fuel, March 2018	100-2FF-5-G1-9201003	21,547.55
23471	04/11/2018	Fuel, March 2018	100-2FF-5-G1-9201003	20,676.58
23471	04/11/2018	Fuel, March 2018	100-2FF-5-G1-9201003	21,601.81
<b>Vendor V0078 - Pinnacle Petroleum Inc Total:</b>				<b>123,845.04</b>
<b>Vendor: V0755 - Pitney Bowes Inc</b>				
23498	04/18/2018	Postage machine quarterly lease	100-3FS-5-G1-9501010	165.24
<b>Vendor V0755 - Pitney Bowes Inc Total:</b>				<b>165.24</b>



Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V1083 - PlanetBids</b>				
23499	04/18/2018	Year 4-PB System, Vendor and Bid management Module	100-2FF-5-G1-9401012	25,456.45
<b>Vendor V1083 - PlanetBids Total:</b>				<b>25,456.45</b>
<b>Vendor: V1271 - Questica Ltd.</b>				
23500	04/18/2018	PowerPlan - Annual Software Maintenance	100-2FF-5-G1-9401012	7,087.50
<b>Vendor V1271 - Questica Ltd. Total:</b>				<b>7,087.50</b>
<b>Vendor: V0958 - R.C. Becker and son, Inc.</b>				
23501	04/18/2018	AVTA/Caltrans Project Contract 2017-40	100-000-2-B1-4051003	78,006.51
<b>Vendor V0958 - R.C. Becker and son, Inc. Total:</b>				<b>78,006.51</b>
<b>Vendor: V1252 - Resource Building Materials</b>				
23439	04/04/2018	Decorative rock	600-1XX-5-J1-9909069	816.65
23472	04/11/2018	Landscape rock	600-1XX-5-J1-9909069	904.03
23527	04/25/2018	Landscaping rock	600-1XX-5-J1-9909069	904.03
<b>Vendor V1252 - Resource Building Materials Total:</b>				<b>2,624.71</b>
<b>Vendor: V1289 - Richard Lee Jones</b>				
23482	04/12/2018	Payment for Claim dtd 4/6/18-26 inch mongoose bike	100-1EX-5-G1-9501034	500.00
<b>Vendor V1289 - Richard Lee Jones Total:</b>				<b>500.00</b>
<b>Vendor: V1279 - SA International, Inc.</b>				
23502	04/18/2018	Flexi 12 Sign and Print Subscription Renewal - 1yr	100-1EX-5-G1-9501018	599.95
<b>Vendor V1279 - SA International, Inc. Total:</b>				<b>599.95</b>
<b>Vendor: V0403 - Southern California Edison</b>				
23440	04/04/2018	E-bus-02/17-3/13/18-PTC Clocktower Plaza	100-2FF-5-G1-9201010	1,219.23
23473	04/11/2018	2 PMC's 5576540 & 5576546 EV Load-March 2018	100-2FF-5-G1-9201012	5,653.35
23473	04/11/2018	Lancaster City park e-bus usage	100-2FF-5-G1-9201010	201.93
23473	04/11/2018	Electricity-02/16-3/20/18	100-2FF-5-G1-9401021	5,134.81
<b>Vendor V0403 - Southern California Edison Total:</b>				<b>12,209.32</b>
<b>Vendor: V0493 - Standard Insurance Company</b>				
23441	04/04/2018	Vision Insurance Premium (EE)- April 2018	100-000-2-B1-4011016	140.93
23441	04/04/2018	Vision Insurance Premium (ER)-April 2018	100-1ZZ-5-G1-9701616	516.67
23441	04/04/2018	Dental Insurance Premium (EE)- April 2018	100-000-2-B1-4011014	1,018.19
23441	04/04/2018	Dental Insurance Premium (ER)- April 2018	100-1ZZ-5-G1-9701614	3,413.61
<b>Vendor V0493 - Standard Insurance Company Total:</b>				<b>5,089.40</b>
<b>Vendor: V0477 - Standard Insurance Company</b>				
23528	04/25/2018	Life	100-1ZZ-5-G1-9701811	369.88
23528	04/25/2018	HADV Premium	100-1ZZ-5-G1-9701811	38.00
23528	04/25/2018	Short Term Disability	100-1ZZ-5-G1-9701812	1,299.29
23528	04/25/2018	Long Term Disability	100-1ZZ-5-G1-9701813	805.89
23528	04/25/2018	AD&D	100-1ZZ-5-G1-9701814	73.98
<b>Vendor V0477 - Standard Insurance Company Total:</b>				<b>2,587.04</b>
<b>Vendor: V0741 - State of California Dept. of Industrial Relations</b>				
23474	04/11/2018	Parts lift inspection	100-2FF-5-G1-9401010	225.00
<b>Vendor V0741 - State of California Dept. of Industrial Relations Total:</b>				<b>225.00</b>
<b>Vendor: V1226 - Steven S. Policar</b>				
23442	04/04/2018	Buy America Post Award Certification Audits	600-1XX-5-J1-9909085	1,044.00
23442	04/04/2018	Buy America Post Award Certification Audits	600-1XX-5-J1-9919086	7,600.00
<b>Vendor V1226 - Steven S. Policar Total:</b>				<b>8,644.00</b>
<b>Vendor: V1170 - Stradling Yocca Carlson &amp; Rauth, A Professional Corporation</b>				
23503	04/18/2018	Union Matters	100-1EX-5-G1-9501005	7,023.50
23503	04/18/2018	PERS Dispute	100-1EX-5-G1-9501005	73.00
23503	04/18/2018	General services incl Lexis research-Feb 2018	100-1EX-5-G1-9501005	4,184.35
23503	04/18/2018	Special projects	100-1EX-5-G1-9501005	5,579.00
23503	04/18/2018	Carlos Marsh vs AVTA	100-1EX-5-G1-9501005	146.00
23503	04/18/2018	Employment personnel	100-1EX-5-G1-9501005	21.00
23529	04/25/2018	Special litigation	100-1EX-5-G1-9501005	405.00
<b>Vendor V1170 - Stradling Yocca Carlson &amp; Rauth, A Professional Corporation Total:</b>				<b>17,431.85</b>





Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0103 - TCW Systems, Inc.</b>				
23443	04/04/2018	Local radio repeater service	100-2FF-5-G1-9401038	500.00
				<b>Vendor V0103 - TCW Systems, Inc. Total: 500.00</b>
<b>Vendor: V0505 - The Customer Service Experts</b>				
23475	04/11/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
				<b>Vendor V0505 - The Customer Service Experts Total: 50.00</b>
<b>Vendor: V0405 - The Gas Company</b>				
23444	04/04/2018	Gas, 02/16/18-3/20/18	100-2FF-5-G1-9401022	5,433.37
				<b>Vendor V0405 - The Gas Company Total: 5,433.37</b>
<b>Vendor: V1285 - The Highlands Christian Fellowship</b>				
23504	04/18/2018	Palmdale Mayor's Prayer Breakfast	100-5CS-5-G1-9501039	200.00
				<b>Vendor V1285 - The Highlands Christian Fellowship Total: 200.00</b>
<b>Vendor: V0904 - Time Warner/Spectrum Business</b>				
23505	04/18/2018	Cable service-4/11/18-5/10/18	100-2FF-5-G1-9401025	254.41
23505	04/18/2018	Internet service-2/13/18-3/12/18	100-2FF-5-G1-9401025	1,365.00
				<b>Vendor V0904 - Time Warner/Spectrum Business Total: 1,619.41</b>
<b>Vendor: V1008 - Tire Xpress Inc.</b>				
23476	04/11/2018	Tires for kubota	100-2FF-5-G1-9401038	262.80
				<b>Vendor V1008 - Tire Xpress Inc. Total: 262.80</b>
<b>Vendor: V0252 - Transdev, Inc.</b>				
23445	04/04/2018	Valley Power Systems-Bus#4340	600-1XX-5-J1-9909057	4,495.00
23530	04/25/2018	Valley power systems-Bus#4368-new DPIM	600-1XX-5-J1-9909057	63,428.95
23530	04/25/2018	Special Service-Airshow Mile workshop	100-5CS-5-G1-9501029	493.83
23530	04/25/2018	JARC Commuter Hours-785-786-787-March 2018	100-2FF-5-G1-9001015	20,009.49
23530	04/25/2018	BYD E-buses, Routes 4,1,97,7,11-12-Bus401/402-03/18	100-2FF-5-G1-9001016	25,215.28
23530	04/25/2018	Commuter Recovery STANDBY-March 2018	100-2FF-5-G1-9001013	1,695.26
23530	04/25/2018	Commuter Recovery-March 2018	100-2FF-5-G1-9001013	6,329.60
23530	04/25/2018	Travel training-March 2018	100-5CS-5-G1-9401035	429.38
23530	04/25/2018	Local and Commuter Maint and Service, March 2018	100-2FF-5-G1-9001013	1,257,514.21
				<b>Vendor V0252 - Transdev, Inc. Total: 1,379,611.00</b>
<b>Vendor: V0451 - Tyler Technologies</b>				
23506	04/18/2018	Maint-Fixed assets,Personnel,Cashier-5/2018-4/2019	100-2FF-5-G1-9401012	11,643.80
				<b>Vendor V0451 - Tyler Technologies Total: 11,643.80</b>
<b>Vendor: V1267 - United States Bankruptcy Court</b>				
23446	04/04/2018	LA13-38529-NB	100-000-2-B1-4011034	670.61
23507	04/18/2018	LA13-38529-NB	100-000-2-B1-4011034	670.61
				<b>Vendor V1267 - United States Bankruptcy Court Total: 1,341.22</b>
<b>Vendor: V0776 - Universal Electronic Alarms</b>				
23477	04/11/2018	Fire alarm monitoring service	100-2FF-5-G1-9401005	300.00
				<b>Vendor V0776 - Universal Electronic Alarms Total: 300.00</b>
<b>Vendor: V1111 - University of Antelope Valley</b>				
23508	04/18/2018	Catering for LA County Airshow	100-5CS-5-G1-9501029	1,157.07
23508	04/18/2018	Catering for LA County Airshow	100-5CS-5-G1-9501029	1,157.07
				<b>Vendor V1111 - University of Antelope Valley Total: 2,314.14</b>
<b>Vendor: V0353 - UNUM Life Insurance Co of Amer</b>				
23531	04/25/2018	Long Term Care (EE)	100-000-2-B1-4011024	123.90
23531	04/25/2018	Long Term Care (ER)	100-1ZZ-5-G1-9702618	479.10
				<b>Vendor V0353 - UNUM Life Insurance Co of Amer Total: 603.00</b>





Antelope Valley Transit Authority

# Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0302 - US Bank</b>				
23447	04/04/2018	Budget meeting with Norm Hickling	100-1EX-5-G1-9501019	26.85
23447	04/04/2018	Meals-with Bill Hanka-Consultant	100-1EX-5-G1-9501019	74.50
23447	04/04/2018	Credit for parking and movie charged on CC	100-1EX-5-G1-9501019	(66.19)
23447	04/04/2018	Parking fees	100-1EX-5-G1-9501019	124.42
23447	04/04/2018	Lodging-Marriot LA	100-1EX-5-G1-9501019	273.39
23447	04/04/2018	Lunch-Operators Appreciaiton day-3/16/18	100-2FF-5-G1-9501029	156.92
23447	04/04/2018	Airfare-legislative visit Washington	100-1EX-5-G1-9501015	1,081.92
23447	04/04/2018	Len Engel/N Hickling-Washington DC legislative	100-1EX-5-G1-9501015	871.32
23447	04/04/2018	Len Engel-Lodging-Washington DC legislative meet	100-1EX-5-G1-9501015	871.32
23447	04/04/2018	Stock images-1 year subscription	100-1EX-5-G1-9501018	229.00
23447	04/04/2018	APTA lodging-J Fry-Tampa	100-1EX-5-G1-9501019	218.40
23447	04/04/2018	APTA Conf-Tampa-Airfare for N Hickling	100-1EX-5-G1-9501019	948.00
23447	04/04/2018	APTA Housing Credit	100-1EX-5-G1-9501019	(218.40)
23447	04/04/2018	Palmdale Chamber Luncheon	100-1EX-5-G1-9501019	25.00
23447	04/04/2018	Lodging-APTA meeting-M Neshati	100-1EX-5-G1-9501019	218.40
23447	04/04/2018	Lancaster Chamber Luncheon	100-1EX-5-G1-9501019	25.00
23447	04/04/2018	Registration-APTA meeting (4 staff)	100-1EX-5-G1-9501019	3,550.00
23447	04/04/2018	TAC Special meeting Bus stop guidelines lunch	100-1EX-5-G1-9501019	190.11
23447	04/04/2018	GAVEA luncheon	100-1EX-5-G1-9501019	134.88
23447	04/04/2018	K Miller lodging-APTA San Francisco	100-1EX-5-G1-9501019	906.27
23447	04/04/2018	Lodging-C Lopez NTI Training	100-1EX-5-G1-9501035	317.38
23447	04/04/2018	Banner for meetings	100-3FS-5-G1-9501009	146.81
23447	04/04/2018	Badge clips for Customer service	100-3FS-5-G1-9501009	136.00
23447	04/04/2018	AVTA Breakfast/Lunch for Drivers appreciation day	100-5CS-5-G1-9501029	35.48
23447	04/04/2018	Software upgrade Corel draw	600-1XX-5-J1-9909073	203.99
<b>Vendor V0302 - US Bank Total:</b>				<b>10,480.77</b>
<b>Vendor: V0740 - Vision Technology Solutions, LLC</b>				
23450	04/04/2018	SSL Certificate Renewal for AVTA	100-2FF-5-G1-9401012	175.00
<b>Vendor V0740 - Vision Technology Solutions, LLC Total:</b>				<b>175.00</b>
<b>Vendor: V0969 - Walsma Oil Company</b>				
23478	04/11/2018	Diesel Emission Fluid	100-2FF-5-G1-9201003	2,428.27
<b>Vendor V0969 - Walsma Oil Company Total:</b>				<b>2,428.27</b>
<b>Vendor: V0550 - Waste Management</b>				
23479	04/11/2018	Utilities, Waste- March 2018	100-2FF-5-G1-9401023	1,076.06
<b>Vendor V0550 - Waste Management Total:</b>				<b>1,076.06</b>
<b>Vendor: V0457 - Waxie Enterprises Inc.</b>				
23509	04/18/2018	SPRAY NOZZLES	100-2FF-5-G1-9401038	10.73
23509	04/18/2018	Plastic mop handle	100-2FF-5-G1-9401038	36.81
23509	04/18/2018	Hand soap	100-2FF-5-G1-9401038	37.26
23509	04/18/2018	Bowl cleaner	100-2FF-5-G1-9401038	73.35
23509	04/18/2018	Medium gloves	100-2FF-5-G1-9401038	100.24
23509	04/18/2018	33 gallon liners	100-2FF-5-G1-9401038	174.63
23509	04/18/2018	Roll towels	100-2FF-5-G1-9401038	203.12
23509	04/18/2018	50 gallon liners	100-2FF-5-G1-9401038	205.60
23509	04/18/2018	Premium tissue	100-2FF-5-G1-9401038	302.79
23509	04/18/2018	Wood mop handle	100-2FF-5-G1-9401038	48.97
<b>Vendor V0457 - Waxie Enterprises Inc. Total:</b>				<b>1,193.50</b>
<b>Vendor: V0279 - Webb &amp; Associates, Inc.</b>				
23451	04/04/2018	Plastic transit tube windows	600-1XX-5-J1-9909059	2,448.97
<b>Vendor V0279 - Webb &amp; Associates, Inc. Total:</b>				<b>2,448.97</b>
<b>Vendor: V1154 - Weideman Group Inc.</b>				
23452	04/04/2018	Advocacy Consulting Services	100-1EX-5-G1-9501015	10,000.00
<b>Vendor V1154 - Weideman Group Inc. Total:</b>				<b>10,000.00</b>
<b>Vendor: V0112 - Western Exterminators</b>				
23480	04/11/2018	Exterminator services	100-2FF-5-G1-9401005	102.00
<b>Vendor V0112 - Western Exterminators Total:</b>				<b>102.00</b>



Antelope Valley Transit Authority

## Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 04/01/2018 - 04/30/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Vendor: V0124 - Witts</b>				
23481	04/11/2018	Office Supplies	100-3FS-5-G1-9501009	132.63
23510	04/18/2018	Office Supplies	100-3FS-5-G1-9501009	113.66
<b>Vendor V0124 - Witts Total:</b>				<b>246.29</b>
<b>Grand Total:</b>				<b>1,993,129.91</b>



**DATE:** May 22, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Fiscal Year 2017/2018 (FY18) Third Quarter Capital Reserve Report (January 1 – March 31, 2018)

---

## **RECOMMENDATION**

That the Board of Directors receive and file the attached FY18 Third Quarter Capital Reserve Report for the period covering January 1 through March 31, 2018.

## **FISCAL IMPACT**

Total Capital Reserve contributions for FY18 were budgeted at \$460,896; contributions for Lancaster, Palmdale and LA County for the third 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 accumulated cash balance of \$6,746,948.61 held in accounts with the Local Agency Investment Fund (LAIF) and Union Bank. The total contributed fund balance is \$6,518,203.32 plus \$228,745.29 in interest earned. Lancaster, Palmdale and LA County contribution payments have been received for the 3rd quarter ended March 31, 2018.

During the eight-year reporting period to date, the AVTA purchased 15 hybrid transit buses, 2 electric transit buses and 9 commuter coaches. The hybrid transit buses and

6 of the commuter coaches were delivered by September 30, 2012, the electric buses were received in September 2014, and the 3 remaining commuter coaches were received in December 2014. There were no reserve requirements for the 2 electric buses, as they were purchased with local funds provided by Supervisor Michael Antonovich. The match funds required for the remaining 24 buses totaling \$1,911,491 were replaced in total by FTA 5307 Formula Fund and 5316 JARC Fund Toll Credits - \$574,714, Antelope Valley Air Quality Management District - \$225,110; and Prop 1B PTMISEA - \$1,111,667.

Delivery for the three local transit buses originally scheduled for FY14, and 2 commuter buses were received during the first quarter of FY16. The local transit buses were purchased using toll credits for the local match portion. The two expansion commuter coaches were funded in total by Job Access Reverse Commute (JARC) funds.

AVTA's FY18 proposed 5-Year Capital Improvement Plan assumes the purchase of 16 commuter coaches, 13 60' articulated local transit buses, and 10 40' local transit buses. (39 total) during the fiscal year. This purchasing plan will be facilitated in part by the Transit and Intercity Rail Capital Program grant awarded to AVTA from the State of California's Cap & Trade program. A total of 79 buses (75 replacements and 4 expansion buses) will be acquired as funding is received.

Even with these inflows, the purchases will require the use of capital reserve funds for local match requirements; the use of the funds is assumed in the 5-Year Capital Spending Plan for FY18.

Please see the attached Capital Reserve Summary covering activity through March 31, 2018 and the Combined Jurisdiction Reconciliation Report for additional information.

Prepared by:

Submitted by:

---

James Mannie, CPA  
Finance Manager

---

Len Engel  
Executive Director/CEO

Attachments: A – Capital Reserve Summary Report through March 31, 2018  
A.1 – Combined Jurisdiction Detailed Reconciliation Report



**CAPITAL RESERVE CONTRIBUTION BALANCES**

**March 31, 2018**

Jurisdictional Member	Accumulated Balance at 6/30/08	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Balance, as of March 31, 2018
Lancaster	\$1,737,723	\$0	\$183,500	\$191,871	\$190,765	\$ 191,519.31	143,637.93	\$2,639,016
Palmdale	1,655,307	-	162,896	174,587	173,804	173,598	130,197.00	2,470,389
LA County	959,862	-	114,500	94,440	96,327	95,779	47,890.00	1,408,798
<b>TOTAL</b>	<b>\$4,352,892</b>	<b>\$0</b>	<b>\$460,896</b>	<b>\$460,898</b>	<b>\$460,896</b>	<b>\$460,896</b>	<b>\$ 321,724.93</b>	<b>\$6,518,203</b>
<b>Interest received to date:</b>								<b>228,745</b>
								<b>\$6,746,949</b>

**ANTELOPE VALLEY TRANSIT AUTHORITY  
CAPITAL RESERVE & OPERATING SUPPORT TRACKING**

Updated through: **March 31, 2018**

	LANCASTER			PALMDALE			LOS ANGELES COUNTY			TOTALS					
* Receipts for the Lancaster UAV/AVC Service and the Lancaster/ Palmdale Bus Stop Maintenance Contract are not included in this report.															
<b>FY 2018</b>	<i>Note NO change in Jurisdictional %'s for FY18...</i>														
Annual Due	(1,498,670.34)	(1,307,151.03)	(191,519.31)	(1,358,429.50)	(1,184,831.96)	(173,597.54)	(749,487.65)	(653,708.51)	(95,779.14)	(3,606,587.49)	(3,145,691.50)	(460,896.00)			
First Quarter Payments	7/20/17	374,666.34	326,787.03	47,879.31	8/24/17	339,607.00	296,208.00	43,399.00	9/28/17	187,372.00	163,427.00	23,945.00	901,645.34	786,422.03	115,223.31
Interest			7,157.26					6,488.91				3,579.49			17,225.66
Second Quarter Payments	10/19/17	374,666.34	326,787.03	47,879.31	11/9/17	339,607.00	296,208.00	43,399.00	11/9/17	187,372.00	163,427.00	23,945.00	901,645.34	786,422.03	115,223.31
Interest			8,049.82					7,298.11				4,025.88			19,373.81
Third Quarter Payments	1/25/18	37,466.34	326,787.03	47,879.31	2/12/18	339,607.00	296,208.00	43,399.00		0.00	0.00	0.00	377,073.34	622,995.03	91,278.31
Interest			9,895.09					8,971.07				4,948.74			23,814.90
Fourth Quarter Payments		0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Interest			0.00					0.00				0.00			0.00
Contributions for FY2018		786,799.02	980,361.09	143,637.93		1,018,821.00	888,624.00	130,197.00		374,744.00	326,854.00	47,890.00	2,180,364.02	2,195,839.09	321,724.93
Interest for FY2018			25,102.17					22,758.09				12,554.11			60,414.37
		(711,871.32)	(326,789.94)	(47,881.38)		(339,608.50)	(296,207.96)	(43,400.54)		(374,743.65)	(326,854.51)	(47,889.14)	(1,426,223.47)	(949,852.41)	(139,171.07)
Net Assets															
Capital Reserve Balance to Date			2,639,016.23					2,470,388.94				1,408,798.14			6,518,203.32
Interest to Date			97,295.84					87,449.40				44,000.05			228,745.29
Total Balances as of 3/31/2018			2,736,312.07					2,557,838.34				1,452,798.19			6,746,948.61

\* Receipts for the Lancaster UAV/AVC Service and the Palmdale Bus Stop Maintenance Contract are not included in this report.



**DATE:** May 22, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Fiscal Year 2018 (FY18) Grant Status Report through May 14, 2018

---

**RECOMMENDATION**

That the Board of Directors receive and file the FY18 Grant Status Report through May 14, 2018 (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 all grant applications submitted on behalf of the AVTA and all grants submitted and awarded to the AVTA through May 14, 2018. AVTA continues to pursue all viable grant opportunities.

The annual FTA formula allocation grant for operations and preventative maintenance has been submitted and is in the process of going through the required FTA and Department of Labor approvals. We anticipate grant execution no later than early June. A second FTA formula allocation grant has been drafted while we await a transfer agreement between AVTA and the recipient agencies for the buses being replaced. AVTA has identified recipient agencies for both transit and commuter buses; Memphis Area Transit Authority and the City of Santa Maria. We are in the process of working with FTA and the recipient agencies to finalize all necessary agreements to satisfy FTA's requirements. We received a grant award announcement from California Department of Transportation's (Caltrans) FY2019 Sustainable Communities Grants for funding for the development and preparation of a Sustainable Communities Strategies Plan.

Prepared by:

Submitted by:

---

Judy Fry  
Grants Administrator

---

Len Engel  
Executive Director/CEO

Attachment: A – Grant Status Report

## GRANT STATUS REPORT

## Discretionary Opportunities

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>	<b>2018</b>
CALTRANS Sustainable Transportation Planning Sustainable Communities	Strategic Plan for Integrated Transportation in the Antelope Valley	\$285,050	February 22, 2018	<i>Conditional Award received 5/14/2018</i>	<b>\$285,050</b>	<b>Not announced</b>
Transit and Intercity Rail Capital Program – Cap & Trade	Bus Replacement + Chargers + Transit Center	\$8,954,821	January 12, 2018	<i>Grant Funds awarded 4/26/2018</i>	<b>\$8,954,821 + extra \$250,000</b>	<b>Not announced</b>
FTA Transportation Investment Generating Economic Recovery Grant (“TIGER”) - FTA	AVTA’s “SOLution” Property + Energy Collection and a Battery Storage System	\$11,654,720	October 16, 2017	<i>No funds awarded</i>	<b>\$0</b>	<b>Now BUILD – Applications Due July 19, 2018</b>
FTA Sect. 5339 Bus & Bus Facilities	Health Care Connect Transit Centers	\$2,563,135	August 25, 2017	<i>No funds awarded</i>	<b>\$0</b>	<b>Not announced</b>
Antelope Valley Air Quality Management District (AVAQMD)	Electric Bus replacement	\$250,000	October 10, 2017	Grant Funds awarded 10/2017	<b>\$265,794</b>	<b>Not announced</b>
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>	<b>Applications Due June 18, 2018</b>
Low Carbon Transit Operations Program (LCTOP) – Cap & Trade	1 Transit Bus	\$54,831	June 12, 2017	Grant Funds awarded 7/2017	<b>\$54,831</b>	<b>2018</b>
Transit and Intercity Rail Capital Program – Cap & Trade	Zero emission bus transit and commuter Vanpool expansion project.	\$10,531,000	April 5, 2016	Grant funds awarded 8/2016	<b>\$6,840,000</b>	<b>Fall 2017</b>



Grant Program	Project	Amount Applied For	Date Submitted	Status	Amount Awarded	Next Round of Funding
	<b>TOTAL DISCRETIONARY OPPORTUNITIES PENDING:</b>	<b>\$38,124,515</b>		<b>TOTAL GRANT AWARDS:</b>	<b>\$17,525,065</b>	

**Annual Formula Allocations**

Grant Program	Project	Amount Pending	Date Submitted	Status	Amount Awarded
FTA Annual 5307 + 5337 Allocation - FTA	Bus Procurement + Capital	\$	<i>DRAFTED</i>	<i>Pending submission</i>	<b>\$0</b>
FTA Annual 5307 Allocation - FTA	Capital + Operating	\$6,900,000	<i>Resubmitted 2/12/2018</i>	<i>Pending</i>	<b>\$0</b>
FTA Annual 5339 Allocation - FTA	Bus and Bus Facilities	\$2,368,446	June 2016	Grant funds awarded 9/27/2016	<b>\$2,368,446</b>
FTA Annual 5307 Allocation - FTA	Capital Improvement Program	\$12,115,000	June 2016	Grant funds awarded 9/27/2016	<b>\$12,115,000</b>
	<b>TOTAL ANNUAL FORMULA ALLOCATIONS PENDING:</b>	<b>\$21,383,446</b>		<b>TOTAL GRANT AWARDS:</b>	<b>\$14,483,446</b>



**DATE:** May 22, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Approve Master Contract #2018-28 and Funding Authorization Letter with Los Angeles County Sheriff's Department (LASD) for Transit Law Enforcement Services

---

## **RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to execute two documents for the LASD for transit law enforcement services:

- (1) Master Contract No. 2018-28, for five-year term starting July 1, 2018 through June 30, 2023, marked as attachment "A"; and
- (2) Funding Authorization Letter in the amount of \$120,000, for Fiscal Year 2018/2019 (FY19), as outlined in attachment "B".

## **FISCAL IMPACT**

Funds for these services were included in the FY19 Business Plan.

## **BACKGROUND**

Since 2008, the LASD has been providing transit law enforcement through an annual letter of agreement. Since 2015, the Los Angeles County Board of Supervisors (BOS) has required LASD to execute contracts for all agreements over \$100,000. The Board of Directors approved the last master contract during its January 2015 regular meeting, which now ends June 30, 2018.

Representatives from the LASD contacted AVTA to process a new five year master agreement for the five period beginning on July 1, 2018 through June 30, 2023. An executed agreement will provide indemnification for AVTA and liability protection for both agencies. In addition, AVTA will process an annual Funding Authorization Letter. Under the terms of the agreement, the LASD will provide the following services for the AVTA:

- Security presence Monday through Friday with staggered shifts for increased presence;



**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ANTELOPE VALLEY TRANSIT AUTHORITY**

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS.....</b>		<b>2</b>
<b>1.0</b>	<b>SCOPE OF SERVICES.....</b>	<b>2</b>
<b>2.0</b>	<b>ADMINISTRATION OF PERSONNEL.....</b>	<b>3</b>
<b>3.0</b>	<b>INDEMNIFICATION.....</b>	<b>4</b>
<b>4.0</b>	<b>TERM OF AGREEMENT.....</b>	<b>6</b>
<b>5.0</b>	<b>RIGHT OF TERMINATION.....</b>	<b>6</b>
<b>6.0</b>	<b>BILLING RATES.....</b>	<b>7</b>
<b>7.0</b>	<b>PAYMENT PROCEDURES.....</b>	<b>7</b>
<b>8.0</b>	<b>AMENDMENTS.....</b>	<b>8</b>
<b>9.0</b>	<b>ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....</b>	<b>8</b>
<b>10.0</b>	<b>AUTHORIZATION WARRANTY.....</b>	<b>8</b>
<b>11.0</b>	<b>GOVERNING LAW, JURISDICTION, AND VENUE .....</b>	<b>9</b>
<b>12.0</b>	<b>NOTICES.....</b>	<b>9</b>
<b>13.0</b>	<b>VALIDITY.....</b>	<b>9</b>
<b>14.0</b>	<b>WAIVER.....</b>	<b>10</b>
<b>15.0</b>	<b>ENTIRE AGREEMENT.....</b>	<b>10</b>
<b>SIGNATURES.....</b>		<b>11</b>
<b>EXHIBIT A – PUBLIC ENTITY CONTRACT – HOURLY OVERTIME RATES</b>		

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ANTELOPE VALLEY TRANSIT AUTHORITY**

This Transit Law Enforcement Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the County of Los Angeles ("County") and the Antelope Valley Transit Authority ("Authority").

**RECITALS**

- (a) Whereas, the Authority is desirous of contracting with the County for the performance of the transit law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (c) Whereas, such Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code; and
- (d) Whereas, the County is agreeable to rendering such transit law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide transit law enforcement services to the Authority during the term of this Agreement to the extent and in the manner set forth herein. The classification and approximate numbers of personnel provided by the County will be determined and mutually agreed upon in writing between the Sheriff's Department and Authority. The hours of duty performed by County employees will be established and agreed upon in writing in accordance with the requested services.

- 1.2. The request for services shall be a written request on official Authority letterhead. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the Authority may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of the Authority who is duly authorized to enter into such agreements for law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 W. Temple Street, 7<sup>th</sup> Floor, Los Angeles, California 90012.
- 1.3. The Sheriff intends to exercise jurisdiction and provide law enforcement services, occurring on-board buses, related to the special policing concerns of the Authority. These duties may include but are not limited to, enforcement of transit fares, conducting investigations of vandalism, routine transit patrol, and general law enforcement activities related to public transportation within the limit of the County and neighboring counties related to the Authority's bus lines.
- 1.4. Except as otherwise specifically set forth in this Agreement, transit law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Authority shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the Authority's Executive Director.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to Paragraphs 2.1 and 2.2 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All Authority employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Authority and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Authority employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the Authority while performing such service for the Authority, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.6 The Authority shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Authority. Except as herein otherwise specified, the Authority shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Authority.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 INDEMNIFICATION**

- 3.1 Subject to the limitations stated in this Section 3.0, Indemnification, or elsewhere, the County shall indemnify, defend and hold harmless Authority, and

its officers, directors, employees and agents (collectively, "Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional or reckless act or omission of the County, its officers, directors, employees, agents, subcontractors, or suppliers while providing services under this Agreement.

- 3.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its officers, directors, employees, agents, subcontractors or suppliers while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by the County its officers, directors, employees, agents, subcontractors, or suppliers to perform the services under this Agreement.
- 3.3 The Authority understands and agrees that the law enforcement services provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular location, more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The County shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by the Authority and agreed to by the County.
- 3.4 Notwithstanding anything contained herein, the County's obligations hereunder to the Authority or any Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the Authority and all Indemnified Parties.



- 3.5 Any obligation by the County or the Authority to provide defense or indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section 3.0.
- 3.6 The Authority shall indemnify, defend and hold harmless the County, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the Authority) arising from or connected with any alleged act and/or omission of the Authority, its officers, directors, employees, agents, sub-contractors, or suppliers.
- 3.7 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.
- 3.8 This Section 12, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

#### **4.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2018 and shall terminate on June 30, 2023, unless sooner terminated or extended in whole or in part as provided for herein.

#### **5.0 RIGHT OF TERMINATION**

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff's Department may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff's Department concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **6.0 BILLING RATES**

6.1 For and in consideration of the rendition of the transit law enforcement services to be performed by the County for the Authority under this Agreement, the Authority shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Public Entity Contract – Hourly Overtime Rates, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.

6.2 The billing rates depicted on Exhibit A, Public Entity Contract – Hourly Overtime Rates, are developed by the County Auditor-Controller to reflect the County’s actual costs in the compensation of employees at premium overtime rates (hourly rates for Deputy Sheriff - Reserves), the administration of workers’ compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

## **7.0 PAYMENT PROCEDURES**

7.1 The County, through the Sheriff's Department, shall render to the Authority a summarized invoice which covers all services performed during said month, and the Authority shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is

entitled to recover interest thereon. For all disputed amounts, the Authority shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

7.4 Notwithstanding the provisions of California Government Code section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the Authority on deposit with the County without giving further notice to Authority of County's intention to do so.

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Authority.

## **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **10.0 AUTHORIZATION WARRANTY**

The Authority represents and warrants that the person executing this Agreement for the Authority is an authorized agent who has actual authority to bind the Authority to each and every term, condition, and obligation of this Agreement and that all requirements of the Authority have been fulfilled to provide such actual authority.

**11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**12.0 NOTICES**

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Unit Commander  
211 W. Temple Street, 7<sup>th</sup> Floor  
Los Angeles, California 90012

12.3 Notices to the Authority shall be addressed as follows:

Antelope Valley Transit Authority  
Attn: Executive Director or Designee  
42210 6<sup>th</sup> Street West,  
Lancaster, California 93534

**13.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**14.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**15.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

**TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ANTELOPE VALLEY TRANSIT AUTHORITY**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JIM McDONNELL, SHERIFF

Date \_\_\_\_\_

ANTELOPE VALLEY TRANSIT AUTHORITY

By \_\_\_\_\_  
Executive Director or Designee

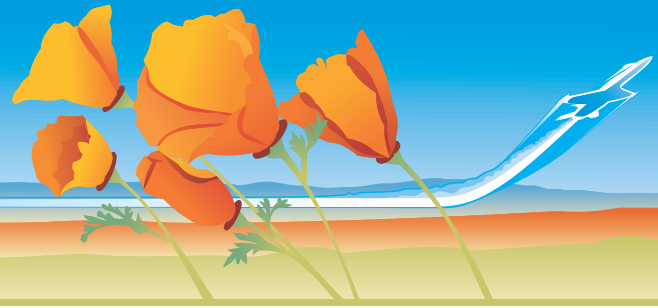
Date \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
County Counsel

**EXHIBIT A - PUBLIC ENTITY CONTRACT - HOURLY OVERTIME RATES****LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

<b>Fiscal Year 2018-19</b>	<b>Hourly Rate</b>	<b>Liability 3%</b>	<b>Total</b>
Deputy Sheriff - Generalist	\$78.15	\$2.34	\$80.49
Deputy Sheriff - Bonus I	\$84.82	\$2.54	\$87.36
Deputy Sheriff - Bonus II	\$102.47	\$3.07	\$105.54
Deputy Sheriff - Bonus II Pilot	\$108.10	\$3.24	\$111.34
Deputy Sheriff - Bonus II SEB/ESD	\$108.10	\$3.24	\$111.34
Deputy Sheriff - Reserve	\$40.42	\$1.21	\$41.63
Sergeant	\$102.74	\$3.08	\$105.82
Sergeant Pilot	\$119.69	\$3.59	\$123.28
Sergeant SEB/ESD	\$108.39	\$3.25	\$111.64
Lieutenant	\$123.49	\$3.70	\$127.19
Security Assistant	\$23.78	\$2.50	\$26.28
Security Officer	\$37.67	\$3.96	\$41.63
Custody Assistant	\$49.90	\$1.50	\$51.40
Custody Assistant, Patrol	\$52.64	\$1.58	\$54.22
Community Services Assistant	\$29.52	\$0.89	\$30.41
Parking Control Officer	\$37.76	\$3.96	\$41.72
Parking Control Officer, Supervising			
Criminalist	\$65.28	\$1.96	\$67.24
Criminalist, Senior	\$87.97	\$2.64	\$90.61
Criminalist, Supervising			
Criminalistics Lab Technician	\$43.89	\$1.32	\$45.21
Digital Communications System Technician	\$67.94		\$67.94
Helicopter Maintenance Inspector	\$79.78		\$79.78
Helicopter Mechanic	\$72.02		\$72.02



CC 5 – Attachment B

**Board of Directors**

**Chairman**  
Marvin Crist  
*City of Lancaster*

**Vice Chair**  
Dianne M. Knippel  
*County of Los Angeles*

**Director**  
Steven D. Hofbauer  
*City of Palmdale*

**Director**  
Austin Bishop  
*City of Palmdale*

**Director**  
Angela E. Underwood-Jacobs  
*City of Lancaster*

**Director**  
Michelle Flanagan  
*County of Los Angeles*

**Executive Director/CEO**  
Len Engel

Mailed via U.S. Postal Service and E-mail

June 1, 2018

Sheriff Jim McDonnell  
Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Unit Commander  
211 W. Temple Street, 7<sup>th</sup> Floor  
Los Angeles, California 90012

Dear Sheriff McDonnell:

As approved by the Board of Directors, the Antelope Valley Transit Authority (AVTA) desires to continue to contract with your office for transit law enforcement services. The scope of work shall include the following activities:

- Security services Monday through Friday with staggered shift times for increased presence;
- Random fare and ridership field audits of local and commuter services with two Security Assistants to assist with fare enforcement procedures;
- Random bomb and weapon checks of local and commuter services;
- Documentation of all activities, findings and actions;
- Training for both AVTA and Transdev staff regarding security issues and conflict resolution;
- Provide a presence on school trippers and other services where problematic behavior has been an issue;
- Provide training and outreach to schools regarding AVTA policies for transit riders;
- Interface with the local schools for incident follow-up;
- Provide a presence on and around the transit system to help improve quality of life issues; and
- Other duties as mutually agreed upon in writing.

AVTA is authorized to spend up to \$120,000 in FY19, beginning July 1, 2018 and ending June 30, 2019, unless superseded by a



new contract. It is anticipated that this effort would entail work being performed, Monday through Friday, depending on the specific tasks.

We appreciate the opportunity to work with your staff and look forward to continuing our contractual relationship for transit law enforcement services in the Antelope Valley. Should you have any questions, please feel free to contact me at (661) 729-2229.

Best Regards

Len Engel  
Executive Director/CEO





**DATE:** May 22, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Fiscal Year 2018/2019 (FY19) Workers' Compensation, Property and Casualty Insurance Policies under Contract #2013-022 with Vinsa, Inc.

---

## **RECOMMENDATION**

That the Board of Directors authorize the Executive Director to purchase insurance for an amount not to exceed \$384,986 under Contract #2013-22 with Vinsa, Inc., Lancaster, CA.

## **FISCAL IMPACT**

Sufficient funds for this project have been included in the FY19 Business Plan to pay for these services.

## **BACKGROUND**

In accordance with AVTA's Procurement Policies, staff released a Request for Proposals (RFP) in 2013 seeking proposals from experienced and qualified insurance brokerage firms to provide risk management and insurance procurement services for the Authority's workers' compensation, property and casualty insurance for a five-year term.

Vinsa, Inc. of Lancaster, CA was selected as the Authority's Insurance Broker of Record to provide professional consulting services regarding insurance issues arising during the contract term. AVTA's insurance policies have been aligned to renew each fiscal year to simplify administration.

Attachment A compares current year policies and final costs to the proposed policies and estimated costs for FY18. Depending upon final invoices for various required coverage amounts, Vinsa estimates a premium increase of \$21,848 over FY18. Coverage for FY19 includes the new bus stop shelter and amenities for AVTA/Caltrans joint project at 35<sup>th</sup> ST E and Palmdale Blvd within the City of Palmdale and a 10% increase in previously constructed bus stop property values and workers compensation increase due to on-going claims and filling of all staff positions.

Prepared by:

Submitted by:

---

Lyle A. Block, CPPB  
Procurement and Contracts Officer

---

Len Engel  
Executive Director/CEO

Attachment: A – Policy Comparison FY18 to FY19



**CC 6 - Attachment: A – Policy Comparison FY18 to FY19**

940 WEST AVENUE J  
P.O. BOX 4550  
LANCASTER, CA 93539-4550  
(661) 948-5041  
FAX: (661) 948-9744  
LIC. #0366679

May 4, 2018

Antelope Valley Transit Authority  
42210 6<sup>th</sup> Street West  
Lancaster, California 93534

Attention: Lyle Block

RE: AVTA Insurance program 2018-2019

Dear Lyle,

As discussed, we would like to provide you with an overview and projection of AVTA’s insurance program for 2018-2019.

As part of the summary, we have compared the 2017-2018 insurance program with the projections for 2018-2019.

Coverage	2017-2018	2018-2019	Percentage Change
General Liability	\$ 13,755	\$ 15,814	14.8%
Employee Benefits Liability	300	300	0.0%
Automobile Liability	18,514	19,720	6.5%
Excess Liability	71,233	71,233	0.0%
D&O/EPLI-Public Entity	19,465	18,177	- 6.4%
Cyber Liability	1,394	1,760	26.0%
Property & Inland Marine	73,328	74,498	1.5%
Crime coverage	6,297	6,594	4.7%
DIC/Earthquake	54,035	54,092	0.1%
Workers’ Compensation	69,797	79,878	14.4%
Pollution	6,492	7,920	21.9%
<b>Total:</b>	<b>\$328,138</b>	<b>\$349,986</b>	<b>15%</b>

These are projected figures. The final figures may be slightly different, upward or downward.

There are a couple of areas that are experiencing increases which warrant further discussion. While the dollar premium increase on both the General Liability and Automobile Liability are not significant, the percentage increases are. The General Liability experienced a significant premium and percentage reduction last year relative to prior years. We believe that the percentage increase is a result of the insurance carrier making an adjustment in their 2018-2019 rates due to the previous year reduction. In regards to the Automobile Liability increase,



this percentage increase is reflective of what we are seeing across the board in California on all automobile insurance, both commercial and personal automobile. We do expect this trend to continue for the foreseeable future. Typically, we see a proportionate increase on the Excess Liability due to the underlying General Liability and Automobile Liability coverage. We are very pleased to see Travelers Insurance remain flat on their Excess Liability pricing.

We are also pleased to have a flat renewal on the Property & Inland Marine premium. This line of coverage did experience an increase a couple of years ago, but the flat terms are very favorable.

The Difference in Conditions(DIC)/Earthquake coverage also remains flat. As we have discussed in past years, this is one of the most volatile markets in the insurance industry. The coverage capacity and pricing of DIC coverage is a year to year adventure. While we are extremely pleased with the flat renewal, we want to be sure and point out the volatility of this marketplace.

The Workers' Compensation premium has increased for two reasons. The percentage increase is a result of a 9.6% increase in projected payroll for the upcoming year. The other reason is there has been an increase in AVTA's WCIRB Experience Modification from 98% to 104%. This represents a 6% increase in that factor. The WCIRB Experience Modification is a factor that is applied based on frequency and severity of Workers' Compensation claims over the last three completed years of coverage. We can review the particulars of how this calculations is computed, if desired. We can also review specific historical claims with you that have impacted this factor.

As we have discussed in prior years, we believe that it is prudent for AVTA to evaluate the limit of liability requirements carried by all sub-contractors. With the potential for a catastrophic loss, higher limits should be explored.

We realize that having an adjustment in the sub-contractor liability limits may not be feasible in the middle of a contract period. As another option, we have reached out to the insurance marketplace on the availability of "contingent" automobile liability on behalf of AVTA. This coverage would be strictly for the benefit of AVTA, not the sub-contractors. This coverage is not currently in place and the marketplace is extremely limited. We will keep you informed on what our efforts produce.

Please let us know if there are any questions. If you or any Board member would like to discuss further, please let us know.

Thank you,

  
John Massari  
VINSAs Insurance Associates



**DATE:** May 22, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Proposed Fiscal Year 2018/2019 (FY19) Business Plan and Short Range Transit Plan

---

## **RECOMMENDATION**

That the Board of Directors adopt the Proposed AVTA FY19 Business Plan ("Business Plan") and Short Range Transit Plan.

## **FISCAL IMPACT**

The proposed FY19 Operating Plan reflects a balanced budget of \$27.2 Million.

Preliminary Operating Expenses reflect a decrease of \$181K, or (.74%) from the \$24.6 million shown in the FY18 Budget.

Additional Expenses not yet fully calculated:

Grants Coordinator and Operations Analyst approximately \$160K

Five expansion buses on routes 7, 9 & Campus connector: \$2.6M

The proposed FY18 Capital Spending Budget is \$79.1 million, of which \$70.7 million is for electric bus fleet replacements and \$2.2M inductive charging infrastructure, \$4.4M in regional partnership projects plus another \$2.9 million in other expenditures for support vehicles, Regional Partnership ridership amenities projects, facilities, equipment and other expenses.

Capital spending is made possible by local, state and federal funding which is restricted in purpose and can be used solely to maintain and improve the Authority's bus fleet, infrastructure, facilities and equipment.

## **BACKGROUND**

The Proposed FY19 Business Plan complies with the requirements of the Bylaws of the Jurisdictional Agreement and ensures the best practices and fiduciary responsibilities of the Authority's budgeting function.

The proposed FY18 Business Plan features the following key elements:

- A balanced operating budget of \$27.2 million

- No increases in Jurisdictional Operating Support
- The Transdev fixed route service contract increases by 3%, and the IntelliRide contract for Dial-A-Ride Service increases by 1.5%, both effective January 1, 2018.
- Fixed Route Revenue Hours –
  - Commuter & Local transit service – 169,625 hours
  - Expansion Service – 35,200 hours
- Dial-A-Ride Trips – 33,000 maximum per contract
- Fuel & Lubricants – \$0.77 per mile at 3.75M miles
- Personnel – 34 full-time and 6 part-time employees – 38.6 full time equivalents
- Advocacy – \$242k for Federal (Hanka) and State (Weideman) efforts; primary focus on California-based programs such as the Air Resources Board.
- Travel - \$100k for annual conferences and associated travel.
- A capital plan of \$79.1 million of restricted funding is as follows:
  - 78 electric bus fleet replacements \$70.3 million
  - 10 electric vanpool vehicles \$400K
  - Support vehicles \$240K
  - Farebox Replacement Project (first half) \$430K
  - Depot and en route charging infrastructure \$3.7 million
  - Secondary WAVE receivers \$2.1M
  - Major bus components \$50K
  - Downtown LA Layover Site \$65K
  - Regional Partnership for ridership amenities \$500K
  - Equipment & facilities \$1.04 million
  - Other projects \$150K
- No increases in Jurisdictional Capital Reserve Contributions for FY18.

Supported by:

Submitted by:

---

Judy Fry, Grants Administrator  
KJ Alcuran, Consultant

---

Len Engel  
Executive Director/CEO



**DATE:** May 22, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Salary Ranges and Classifications

---

**RECOMMENDATION**

That the Board of Directors approve the revised salary ranges and position title effective February 1, 2015.

**FISCAL IMPACT**

Fiscal impact of these changes has been accommodated in the annual Business Plan approved by the Board of Directors.

**BACKGROUND**

In March 2014, Koff & Associates conducted a classification and compensation study. The Board of Directors approved the recommended revised salary ranges and classifications for AVTA staff at their May 27, 2014 meeting. However, the Executive Director/CEOs position (Range 75 – Min. \$149,444 – Max. \$194,277) was not included in the study. To satisfy the CalPERS requirement, this position must be included on the Authority’s pay schedule and approved by the Board.

The study provided a baseline for future decisions, and did not preclude additional reclassifications or the development of new job descriptions. It was intended to be a tool to ensure that AVTA attracts and retains staff in a competitive and specialized market.



Salary Ranges and Classifications

May 22, 2018

Page 2

Since this study was completed, a position title and four salary ranges have been reclassified as shown in the tables below.

**TITLE CHANGE**

<b>Previous Title</b>	<b>Current Title</b>
N/A	Chief Operating Officer

**REVISED SALARY RANGES**

<b>Title</b>	<b>Previous Range</b>	<b>Current Range</b>
Human Resources & Benefits Coordinator	36	43
Clerk of the Board	39	43
Procurement & Contracts Officer	49	51
Grants Administrator	43	51

Prepared by:

Submitted by:

\_\_\_\_\_  
Williene Jones  
Human Resources and Benefits Coordinator

\_\_\_\_\_  
Len Engel  
Executive Director/CEO



**DATE:** May 22, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Proposed Bus Stop Guidelines

---

## **RECOMMENDATION**

That the Board of Directors (1) adopt the proposed Bus Stop Guidelines (Attachment A); (2) direct staff to continue to work with the Technical Advisory Committee (TAC) on a Bus Stop Improvement Program for the agency; and (3) direct staff to identify funding to support the continued improvement of bus stops throughout the Antelope Valley.

## **FISCAL IMPACT**

Given the scope of the proposed project, a multi-year approach will be necessary. Staff would work with the TAC to prioritize bus stop improvements within each of the three jurisdictions, and then develop a phased approach based on evaluative criteria. A bus stop improvement budget would be presented to the Board annually for discussion and approval.

## **BACKGROUND**

For most AVTA customers, the bus stop functions as the “front door” to our service. There are approximately 800 AVTA bus stops throughout the Antelope Valley. The intent of this memo is two-fold. First, to provide the Board with an update regarding staff activities undertaken to support AVTA’s Bus Stop Improvement Program. Second, to request Board adoption of the proposed Bus Stop Guidelines.

In February 2018, AVTA’s Stops and Zones Crew completed a 100-percent inventory of all AVTA bus stops and associated items within the Antelope Valley. The inventory had multiple objectives: (1) comprehensive cataloguing of all AVTA local bus stops; (2) preliminary assessment of ADA accessibility; (3) determination of ownership of bus stop amenities (i.e., shelters, benches, trash receptacles, etc.); (4) support future service planning; (5) assessment of the equipment “State of Good Repair” (SGR); (6) prioritization of future bus stop improvements; and (7) justification for future capital grants.

The inventory captured the GIS coordinates and two photos for each bus stop. AVTA now has a single comprehensive inventory of all bus stops within the Antelope Valley in a format compatible with each member-jurisdiction's planning practices.

Periodically, the Board and/or staff receives requests for installation of new bus stops. While the installation of a new bus stop would potentially benefit the requesting party, it is important to also understand how such a move could impact service performance and AVTA's ADA compliance responsibilities. To this end, staff prepared a draft Bus Stop Guidelines, which it presented in January 2018 to the TAC. TAC members were requested to review the draft Guidelines and provide comments/revisions in advance of the Committee's February 13, 2018 meeting.

Given the importance of the proposed Bus Stop Improvement Program, the TAC requested that a special workshop be convened immediately following its March 13, 2018 meeting. During the workshop, additional comments from the County's TAC representatives were received, staff presented the revised Bus Stop Guidelines, samples of commercially available bus stop amenities were reviewed, and the need for a "Developers' Bus Stop FAQ/Templates" was discussed.

The TAC met on April 10, 2018; and in doing so continued its review of the final-draft Bus Stop Guidelines, reviewed exhibits quantifying recent (individual) bus stop activity, and provided feedback regarding the proposed "Developers' Bus Stop FAQ/Templates". Staff continues to work with the TAC and the agency's Grants Administrator in the development of a year one project budget.

The proposed criteria for bus stop placement considers (1) ADA accessibility; (2) safe operation; (3) historic ridership activity; (4) proximity to trip generators (activity centers); (5) land availability and right-of-way ownership; and (6) cost of installation and maintenance.

Assuming Board adoption of the proposed Bus Stop Guidelines, staff would continue to refine the list of improvement priorities through discussion with the TAC, and work with AVTA's Grants Administrator to identify opportunities to secure funding to support the desired improvements.

Prepared by:

Submitted by:

---

Jim Moore  
Planning Consultant, Moore & Associates, Inc.

---

Len Engel  
Executive Director/CEO

Attachment: A – Draft Bus Stop Guidelines



# Antelope Valley Transit Authority

## BUS STOP GUIDELINES

May 2018



## **Acknowledgements**

### Transit Advisory Committee

- Jordan Catanese (County of Los Angeles)
- Jason Finch (City of Palmdale)
- Tammie Holladay (City of Lancaster)
- Ann Meiners (County of Los Angeles)
- Saynne Redifer (City of Palmdale)
- Candice Vander Hyde (City of Lancaster)

## Contents

Chapter 1: Introduction.....	4
1.1 Overview .....	4
1.2 Program Goals .....	4
1.3 Limitations.....	5
1.4 General State of the Inventory.....	5
1.5 Priorities .....	5
Chapter 2: Bus Stop Design .....	6
Considerations.....	6
Preferences .....	6
Chapter 3: Bus Stop Placement, Maintenance and Removal .....	8
3.1 Bus Stop Placement.....	8
3.2: Maintenance .....	12
3.3 Bus Stop Removal.....	13
Chapter 4: Bus Bays or Pull-outs .....	14
Chapter 5: ADA Requirements .....	15
Chapter 6: Bus Stop Amenities.....	16
Chapter 7: Bus Stop Improvement.....	20
Chapter 8: Public Input and Review .....	21
Appendix A – Bus Stop Program and Inventory .....	22
Appendix B – ADA Requirements Guide .....	23
Appendix C – Bus Stop Maintenance Schedule.....	25
Appendix D – Bus Stop Improvement Resources.....	26



## Chapter 1: Introduction

### 1.1 Overview

The bus stop is the first point of contact between passengers and the Antelope Valley Transit Authority (AVTA) service. It is the most credible public indicator of the system's concern for safety, security, and its interest in the needs of its customers. It also reflects AVTA's dedication to consistency in service delivery, schedules, and ease of use. Functionally, the bus stop can provide important information to the rider and the public, can shelter riders from the weather, can provide comfort while waiting, and is a dedicated space for the rider and the AVTA service to meet.

Properly determining where and how a stop is located and maintained is central to providing safe, reliable, timely, and secure services which are essential to customer satisfaction and sustainability of the service. To that end, AVTA understands a bus stop is not limited to the delineation of a space where a rider may board or alight from a bus, but also an accessible place where riders may wait with a reasonable sense of cleanliness, safety, and security, and with access to basic information on the service schedule and route. Wherever possible, the bus stop should be thought of as more than a plot or structure and integrated into a location so that it promotes placemaking and sense of community.

This document summarizes the recommended guidelines and policies pertaining to AVTA's bus stop design, placement, maintenance, removal, amenities, and improvement. In developing and implementing these policies, the AVTA works to assure optimum safety and convenience for its ridership while meeting the requirements of regulatory entities at the local, state, and federal levels.

Assembling these guidelines and policies in a single document also will allow AVTA, local governments, and developers to more easily incorporate transit needs into their operations plans and/or design of neighborhoods, streets, roads, and commercial development. (Note: All activities and practices discussed herein will conform to customary engineering standards and practices even if not explicitly stated within this document.)

### 1.2 Program Goals

- At minimum, a bus stop in an urban/developed area should consist of an accessible paved area with easily identifiable signage that allows riders to wait for buses in a lit, visible environment that is reasonably close to cross-walks. In a rural/undeveloped area, a bus stop should consist of, at a minimum, a place for the bus to stop, an area where riders can safely wait, and easily identifiable signage.
- Bus stops should be designed and placed with passenger safety, accessibility, convenience, and comfort in mind, as well as the safety of transit drivers and other pedestrians and vehicular traffic, and be mindful of the community setting and neighbors.
- Bus stops will be trash-free and routinely maintained including their amenities, landscaping, and accessibility.

- Community input will be sought for all bus stop installations, changes, and removals and inquiries and complaints will be addressed on a monthly basis.
- Costs to install and maintain bus stops shall be offset with efforts to attract third-party investment through advertising, grants, bus stop sponsorship, etc.

### 1.3 Limitations

Not all AVTA bus stops currently reflect the goals outlined in this Guide. Stops in urban/developed areas that do not have adequate sidewalks, ADA accessibility, or proper drainage and/or feature difficult terrain will be identified for potential improvement. AVTA will work in partnership with each jurisdiction to enhance the condition and accessibility of bus stops throughout its service area.

Additionally, AVTA staff has limited capacity to regularly monitor bus stops for maintenance and repair requirements.

### 1.4 General State of the Inventory

A comprehensive inventory of all AVTA bus stops (including local and commuter route) was completed in March 2018. The inventory assessed stop conditions as well as overall accessibility. AVTA bus stops will receive repairs and routine maintenance as needed.

### 1.5 Priorities

- Update inventory of all bus stops and amenities on a periodic basis.
- Work with jurisdictions to identify deficiencies in bus stop right-of-way, curb space, boarding paths, and pedestrian connectivity to bus stops.
- Where possible, improve stops that do not meet the minimum requirements of their classification.
- Provide consistent and timely maintenance for each bus stop.
- Develop an annual work plan to be presented to the Transit Advisory Committee considering top priority improvement locations as well as funding availability.
- Update all signage and passenger information as required in adherence with AVTA's Limited English Proficiency policies.
- Improve operating efficiencies through effective bus stop spacing.
- Include public input in bus stop placement and removal strategies.



## Chapter 2: Bus Stop Design

AVTA strives to consistently provide bus stops that meet the goals of the system and the requirements of federal and state regulations. Considerations regarding bus stop design starts with ridership use of the stop, safety, and cost.

### Considerations

For bus stops located throughout the AVTA local service area, the design of bus stops will take into account the following:

- Existing and future service usage including passenger activity and expected growth,
- Standard drawings set forth by the agency with jurisdiction,
- Safety,
- Environmental impact,
- Proposed development,
- Accessibility and ADA requirements,
- Street and curb location,
- Lighting,
- Landscaping,
- Shelters,
- Signage, and
- Available parking.

### Preferences

It is the policy of AVTA that in renovating existing or designing new bus stops:

- Bus stop locations and design will be determined in such a way to focus on rider convenience and safety while reducing risk for transit operators, other pedestrians, and vehicles sharing the street or road.
- Incident and/or accident reports at bus stops and any complaints generated from bus stops will be monitored for corrective action and safety-related concerns prioritized in a strategic response when renovating or developing new bus stops. Records of correspondence, work orders, repairs, etc. related to incidents or accidents will be maintained in accordance with record retention policies.
- Potential environmental impact in designing bus stop locations, bus stop renovations or upgrades, and environmental disruptions considerations including noise and other pollutants will be reviewed. Findings will be noted in planning documents and detrimental findings (as defined by state and federal regulations) mitigated prior to construction or renovation.
- Proposed or future development plans within AVTA's service area will be reviewed in system development or growth strategies in collaboration with local and state governments as well as developers of residential, commercial, and industrial properties.

- AVTA will adhere to all current requirements as presented in the Americans with Disabilities Act as well as its own Title VI – Civil Rights Plan, including requirements for community outreach and involvement and communications with those who have limited English proficiency. When designing and constructing new facilities or renovating existing facilities, AVTA will adhere to the ADA Standards for Transportation Facilities and Section 810.2.2 Bus Boarding and Alighting Areas. AVTA will alert jurisdictions when there is non-compliance within the jurisdictions’ areas of responsibility.
- AVTA will use nationally accepted methodologies and guidance for determining street and curb locations; designing lighting, landscaping, and amenities; and access as described in APTA Standards Development Program Recommended Practice: *Bus Stop Design and Placement Security Considerations* and/or Transit Cooperative Research Program Report 19: *Guidelines for the Location and Design of Bus Stops*. AVTA will also consider a local study similar to TCRP Report 19 prepared by RBF in 2009.
- AVTA will ensure all bus stops utilized after dark have sufficient lighting to identify the stop, light the boarding pathway from the stop to the bus, and provide sufficient light to maintain visual access to stop amenities.
- AVTA will consider safety, visual access, and maintenance when choosing landscaping for bus stops.
- AVTA will determine if the use of shelters is possible and reasonable given safety factors and location limitations. If shelters are utilized, their design will consider materials, protection from weather, appropriateness of design in the neighborhood, maintenance, and accessibility.
- AVTA will provide adequate signage at each bus stop that includes information on the system, how to obtain more information, and how to report concerns. Signage will also include information on which systems or routes use the stop, and will be visible as per ADA requirements. AVTA will refer to its Marketing and Public Communications policies and those of its member jurisdictions in determining the use of advertising in and around a bus stop.
- AVTA will locate, if appropriate and able, bus stops that are connected to pedestrian walkways and within walking distance of crosswalks, public parking facilities, or streets and roads that have non-metered parking.

## Chapter 3: Bus Stop Placement, Maintenance and Removal

### 3.1 Bus Stop Placement

Bus stop placement and spacing is governed by a number of factors including demand, density, demographics, available alternatives, safety, public input, efficient bus operations, and cost.

#### Considerations

For bus stops located in the AVTA local service area, the placement, maintenance and removal of bus stops will take into account the following:

- Ridership activity data;
- Requests from non-AVTA entities including the general public, local and state governments, and organizations representing existing or potential riders;
- Safety and operations considerations;
- Placement;
- Land availability and right-of-way;
- Proximity to activity centers;
- Parking;
- Planned and proposed developments; and
- Accessibility.

#### Preferences

It is the policy of AVTA, with respect to the placement, maintenance and removal of bus stops:

- It will regularly review ridership activity for each route to determine AVTA-controlled bus stop placement, classification, and condition are adequate to meet the current and projected needs of the ridership.
- Recommendations for changes in placement including additions, renovations, and removal will be made by AVTA staff on an annual basis.
- It will receive and consider all concerns, complaints, requests, and reports regarding bus stops controlled by AVTA in its service area. All such requests and communications will be received in writing and accommodation will be made for persons unable to present such communications in writing. AVTA staff has been directed to receive and accept all such requests and communications and submit immediately to the Director of Fleet & Facilities or other staff designated by the Executive Director/CEO. Communications making a request or requiring a response will be addressed within 30 calendar days of receipt and any further action or effort will be scheduled as appropriate.
- It will consider bus stop classification and amenities based on ridership numbers and, if possible and appropriate, schedule improvements where amenities can be accommodated in the public right-of-way.

The final decision on bus stop location is dependent on several safety and operating elements which require on-site evaluation. Elements that will be considered in bus stop placement include the following:

### Safety:

- Passenger protection from passing traffic;
- Access in accordance with ADA requirements;
- Availability of adequate sidewalks and crosswalks;
- Open and visible passenger waiting areas;
- All-weather surface to step from/to the bus;
- Compatibility with adjacent properties;
- Proximity to major trip generators;
- Convenient passenger transfers to routes with nearby stops;
- Proximity of stop for the same route in the opposite direction;
- Street lighting and adequate illumination of pedestrian path;
- Remediation of standing water, pooling, and flood zones;
- Visibility of oncoming traffic;
- Relation to driveways and rail crossings; and
- Proximity to existing intersections.

### Operating:

- Adequate curb space for the number of buses expected at the stop at one time and re-entry into travel lane;
- Travel time delays;
- Presence of protected crossings at signalized or stop-controlled intersections where appropriate;
- Adequate view of stop, street, and pedestrian areas;
- Impact of the bus stop on adjacent properties;
- On-street automobile parking and truck delivery zones;
- Bus routing patterns (i.e., individual bus movements at an intersection);
- Directions (i.e., one-way) and widths of intersection streets;
- Type of traffic controls (signal, stop, or yield);
- Volumes and turning movements of other traffic;
- Width of sidewalks;
- Pedestrian activity through intersections; and
- Proximity and traffic volumes of nearby driveways, rail crossings, and turning requirements.

When determining the spacing between bus stops, AVTA will consider the development type (business, industrial, residential, etc.), the density of the area (multi-family housing, suburban, rural), and the ridership potential. It also will consider proximity to activity centers, transfer locations, and the next bus stop opportunity (generally  $\frac{1}{4}$  mile – less in densely populated area and more in low-density or rural areas).

AVTA will employ industry standards when placing bus stops and default to far-side placement unless conditions merit otherwise. In situations where a far-side stop is not feasible, AVTA will consider the advantages and disadvantages of placement at the near-side of an approaching intersection or mid-block (see Table 1). Stops will be placed, where feasible, near to a crosswalk and where they will minimize annoyance to abutting property owners/tenants. AVTA will also consider activity center placement of bus stops when passenger traffic warrants inclusion and safety can be maintained.



Source: Omnitrans Design Guidelines 2013.

**Table 1. Advantages and Disadvantages of Bus Stop Placement Relative to the Nearest Intersection**

Bus Stop Location	Advantages	Disadvantages	Recommended when the following location conditions exist:
<p><b>Mid-Block</b> Located 300' or more before an intersection</p>	<ul style="list-style-type: none"> <li>The stopped bus does not obstruct sight distances at an intersection.</li> <li>May be closer to major activity centers than nearest intersection.</li> <li>Less conflicts between waiting and walking pedestrians.</li> </ul>	<ul style="list-style-type: none"> <li>In most cases, there is no safe crosswalk available mid-block.</li> <li>May increase customer walking distance if the trip generator is close to an intersection. Length of mid-block stops can vary due to depth of a turn-out and a bus's ability to maneuver in/out of traffic lanes.</li> <li>Requires most curb clearance of the three options (unless a mid-block sidewalk extension or bus bulb is built).</li> </ul>	<ul style="list-style-type: none"> <li>When there is a safe, well-marked crossing or signalized crossing (such as a HAWK signal) adjacent to the stop.</li> </ul>

Bus Stop Location	Advantages	Disadvantages	Recommended when the following location conditions exist:
<p><b>Near-side</b> Located immediately before an intersection</p>	<ul style="list-style-type: none"> <li>• Less potential conflict with traffic turning onto the bus route street from a side street.</li> <li>• The bus boarding door is close to the crosswalk.</li> <li>• Bus has intersection to merge into traffic.</li> <li>• Bus driver can see oncoming buses with transfer passengers.</li> </ul>	<ul style="list-style-type: none"> <li>• Potential conflicts with right turning traffic due to cars cutting in front of the bus.</li> <li>• The stopped bus obscures the sight distance of drivers and pedestrians entering from the right.</li> <li>• The stopped bus may block visibility of the stop signs or traffic signals.</li> <li>• At signalized intersections, may result in schedule delays.</li> </ul>	<ul style="list-style-type: none"> <li>• When traffic is heavier on the far side than on the approaching side of the intersection.</li> <li>• When pedestrian access and existing landing area conditions on the near side are better than on the far side.</li> <li>• When street crossings and other pedestrian movements are safer when the bus stops on the near side rather than the far side.</li> <li>• When the bus route goes straight through the intersection.</li> <li>• When adequate sight distance can be achieved at the intersection.</li> </ul>
<p><b>Far-side</b> Located immediately after an intersection <i>(AVTA default)</i></p>	<ul style="list-style-type: none"> <li>• Does not conflict with vehicles turning right.</li> <li>• Appropriate after the route has made a turn.</li> <li>• The stopped bus does not obscure sight distance to the left for vehicles entering or crossing from the side street.</li> <li>• At signalized intersections, buses can more easily re-enter traffic.</li> <li>• The stopped bus does not obscure traffic control devices or pedestrian movements at the intersection.</li> </ul>	<ul style="list-style-type: none"> <li>• The stopped bus obscures the sight distance to the right of drivers entering from the cross street to the right of the bus.</li> <li>• If the bus stopping area is of inadequate length, the rear of the stopped bus will block the cross street (especially an issue where more than one bus may be stopped at a time).</li> <li>• If the bus stops in the travel lane, it may result in queued traffic behind it blocking the intersection.</li> </ul>	<ul style="list-style-type: none"> <li>• When traffic is heavier on the near side than on the far side of the intersection.</li> <li>• At intersections where heavy left or right turns occur.</li> <li>• When pedestrian access and existing landing area conditions on the far side are better than on the near side.</li> <li>• At intersections where traffic conditions and signal patterns may cause delays.</li> <li>• At intersections with transit signal priority treatments.</li> </ul>

Source: Omnitrans Design Guidelines 2013.

## 3.2 Maintenance

### Considerations

AVTA will develop and implement a bus stop maintenance plan which includes an inventory of stops and schedule of maintenance checks and activities, and records when maintenance is completed and by whom. The maintenance plan will consider the following:

- Year stop established;
- Year stop last renovated;
- Last maintenance check;
- ADA accessibility features and measurements;
- Structural soundness;
- Cleanliness;
- Graffiti removal or remediation;
- Signage;
- Landscaping;
- Other amenities (bike racks, vendor boxes, etc.);
- Trash removal;
- Pavement, curb, and boarding path condition;
- Foul weather impact;
- Complaints; and
- Damage and destruction response.

### Preferences

- Conduct weekly, monthly, and quarterly maintenance reviews for each AVTA-controlled bus stop (See Appendix C).
- Maintain photographic records of all bus stops.
- Record all maintenance activities and expenses using the maintenance checklist.
- Respond to any complaint or inquiry about bus stop maintenance in a prompt manner.
- Develop and update contingency plan for out-of-service stops.



### 3.3 Bus Stop Removal

#### **Considerations**

Consider daily ridership activity, safety, cost, and condition when considering removal of a bus stop. Allow and consider public input regarding a bus stop removal, change, or temporary closure.

#### **Preferences**

Adequate public notice will be given if a bus stop is to be removed and not replaced as well as notice for an out-of-service schedule for a stop that is being renovated or will be unusable for a defined period of time. These public notices will be posted to the public at the stop, on the bus, and in other accessible formats including the system's website, social media, and other methods of communication.

AVTA will ensure pedestrian and vehicle safety when removing or renovating a bus stop. Adequate signage and caution lights, tape, or blockades will be used as appropriate.

When possible, recycle any removed or replaced bus stop materials including shelters, benches, info-posts, metals, glass, plastics etc.



## Chapter 4: Bus Bays or Pull-outs

### Considerations

AVTA will consider the following in determining if bus bays (pull-outs) will be required or utilized and will work with jurisdictions to determine if inclusion is possible and feasible:

- Traffic in the curb lane exceeds 250 vehicles during the peak hour;
- Traffic speed is greater than 40 mph;
- Bus volumes are 10 or more per peak hour on the roadway;
- Ridership exceeds 20-40 boarding passengers per hour;
- Average peak-period dwell times exceed 30 seconds per bus;
- Buses are expected to layover at the end of a trip;
- Potential for auto/bus conflicts warrants separation of transit and passenger vehicles;
- History of repeated traffic and/or pedestrian accidents at stop locations;
- Right-of-way width is adequate to construct bay without adversely affecting sidewalk pedestrian movement;
- Sight distances (i.e., hills, curves) prevent traffic from stopping safely behind stopped bus;
- A right-turn lane is used by buses as a “queue jumper” lane;
- Bus parking in the curb lane is prohibited; and
- Improvements, such as widening, are planned for a major roadway.

### Preferences

- Consider and utilize bus bay lengths compatible with bus length, through speed, and entering speed as described in current industry guidelines (so that AVTA’s Planning staff can request them as part of development conditions).
- Work with local jurisdictions and utilities in determining adequate right-of-way requirements for stops and consider future amenity requirements such as shelters. Land will be suitable and sufficient for improvements such as concrete waiting pads; wheelchair access ramps; setback space for benches, shelters, and bike racks (if appropriate); and landscaping.
- Ensure that local jurisdictions include parking restrictions at each bus stop and that these are regularly enforced
- Consult with local jurisdictions and developers to determine planned and proposed development activities’ needs for bus stops. AVTA will offer suggested design, placement, and classification as well as developer responsibilities for inclusion of bus stops in development design.

## Chapter 5: ADA Requirements

### Considerations

AVTA will assure all ADA requirements are met when placing a bus stop. Considerations will include:

- Obstacles,
- Surfaces,
- Signage,
- Ramps and curb cuts, and
- Adequate space.

### Preferences

AVTA will use the *ADA Requirements Guide*, Appendix B, and the most recent version of the associated *ADA Transportation Facilities Guide* in assuring the accessibility of bus stops according to federal regulations. The Guide can be found on the FTA website and is updated periodically to ensure compliance with the ADA regulations.

## Chapter 6: Bus Stop Amenities

AVTA maintains a bus stop classification system that determines bus stop amenities based on average daily passenger boarding numbers, access to right-of-way to support such amenities, and safety and security measures. For inventory purposes, bus stops are identified by their classification. An -X is added to any bus stop on the inventory that does not meet the minimum requirements of that classification type. Bus stops with an -X classification will also appear on the schedule of stops identified for possible renovation or removal. Renovation of bus stops with an -X classification in the rural area shall be considered and included in future private or public projects adjacent to bus stop zones. Once a -X classified stop is renovated, repaired, or brought up to standard, its classification will be changed to the appropriate classification letter.

Classification	Bus Stop Type	Elements	Typical Ridership
A	Basic	<ul style="list-style-type: none"> <li>• Bus stop sign</li> <li>• Paved boarding area</li> <li>• Information/schedule</li> <li>• Sidewalk connection</li> <li>• Street lighting or solar lighting</li> </ul>	Less than 40 daily passenger boardings
A-X	Basic	Limited in one or more of the above requirements	Less than 40 daily passenger boardings
A-R	Basic-Rural	<ul style="list-style-type: none"> <li>• Bus stop sign</li> <li>• Safe passenger boarding area</li> <li>• Sufficient space for the bus to stop</li> <li>• Does not have infrastructure to support Classification A elements</li> </ul>	Less than 40 daily passenger boardings
B	Basic Plus	All of the elements of Classification A plus bench or other seating	Less than 40 daily passenger boardings or as reviewed and approved by the local jurisdiction
B-X	Basic Plus	Limited in one or more of the above requirements	Less than 40 daily passenger boardings
C	Sheltered	All of the elements of Classifications A & B plus <ul style="list-style-type: none"> <li>• Small shelter</li> <li>• Trash receptacle</li> <li>• Lighting other than street lighting</li> </ul>	40-100 daily passenger boardings or as reviewed and approved by the local jurisdiction
C-X	Sheltered	Limited in one or more of the above required elements	40-100 daily passenger boardings

Classification	Bus Stop Type	Elements	Typical Ridership
D	Sheltered Plus	All of the elements of Classifications A, B, & C plus <ul style="list-style-type: none"> <li>• Large shelter</li> <li>• Bicycle racks and/or auto parking</li> </ul> <i>Optional amenities:</i> <ul style="list-style-type: none"> <li>• Distinctive design</li> <li>• Branding elements</li> <li>• Real-time display</li> <li>• Transit Tracker applications</li> <li>• Off-board fare payment</li> </ul>	250+ daily passenger boardings or as reviewed and approved by the local jurisdiction
D-X	Sheltered Plus	Limited in one or more of the required elements	250+ daily passenger boardings
E	Transit Station Stop	All of the elements of Classifications A, B, C, & D plus <ul style="list-style-type: none"> <li>• Vending machines</li> <li>• Park &amp; Ride lot(s)</li> <li>• Off-board fare payment</li> <li>• Access to other transportation providers</li> </ul>	500 + daily passenger boardings
E-X	Transit Station Stop	Limited in one or more of the required elements	500+ daily passenger boardings
F	Transit Center	All of the elements of Classifications A, B, C, D, & E plus <ul style="list-style-type: none"> <li>• Access to restrooms</li> <li>• Access to water</li> </ul>	500+ daily passenger boardings
F-X	Transit Center	Limited on one or more of the required elements	500+ daily passenger boardings

## Preferences

### Seating

- Maintain a minimum of four feet between the bench and the back-face of the curb. Increase distance as traffic speed increases to protect patron from splashing and maintain comfort.
- Oriented toward street.
- Maintain ADA mobility clearances between the bench and other furniture or utilities.
- Do not install benches on the five- by eight-foot wheelchair landing pad.
- When possible, use landscaping to protect benches where shelters are not available.

### Lighting

- Utilized at all stops where service is provided during non-daylight hours.
- Direct lighting for all stops with shelters where street lighting is inadequate.

- Street lighting for stops in Classifications A and B.
- Solar/battery back-up power when and where appropriate.
- Indirect and/or direct lighting on boarding paths.

## Shelters

- Preferred with 40 or more passenger boardings per day or when headways are greater than 15 minutes, or as reviewed and approved by the local jurisdiction.
- When a stop is located near senior housing, medical facilities, childcare, or schools and has a minimum of 10 passenger boardings per day.
- When funded and maintained by other parties.
- When ridership totals are likely to climb based on availability of shelter.
- Include five feet of pedestrian pass-by including between obstacles.
- ADA landing pad adjacent to sign and outside of shelter.
- Clear pathway from the ADA waiting area inside the shelter to the ADA landing pad.
- Clear pathway from the rear door landing to the pedestrian path.

## Trash Cans

- Must not infringe on ADA pad or pedestrian pathway.
- Should have closed or covered top.
- Should have “call if full” number.
- Must be lined with trash bag.

## Passenger Information Panels

- Stop ID number and route name.
- Include route map and schedules for routes using this stop.
- Customer complaint and information phone numbers.
- Multiple languages as defined in AVTA’s Title VI Plan.
- Utilize information technology (QR code on bus sign, website and smartphone app) to allow passengers to view schedule and route map via smartphone.
- Transfer locations.

## Bicycle Racks

- Utilize if buses don’t have on-board bike racks or if located near other community features such as parks, activity centers, hospitals, etc.
- Must not impede ADA pathway from landing pad to shelter or waiting pad.

## Landscape

- Should be suitable to local climate and drought- and bug-resistant as feasible.
- Trees should be large enough that branches do not impede visibility.
- Shrubs should be low enough that they do not impede visibility.
- Choose landscape materials that do not impose an immediate threat to persons or animals (poisonous plants, heavily thorned plants and cactus too close to shelter or seating, etc.)
- Must not impede ADA pathway from landing pad to shelter or waiting pad.

#### Newspaper and Vendor Boxes

- Should not include “free” papers, catalogs, booklets, or other paper items.
- Should not create obstacles for pedestrian pathways and sidewalks.
- Must not impede ADA pathway from landing pad to shelter or waiting pad.
- Should be removed or replace once damaged or if not maintained by vendor.

## Chapter 7: Bus Stop Improvement

### Considerations

In developing its Bus Stop Improvement Plan, AVTA will take into consideration:

- Year the stop was established.
- Year the stop was most recently updated or renovated.
- Passenger activity related to the stop.
- Safety concerns related to requested improvements.
- Cost of priority improvements.
- Feasibility of making improvements.
- Feasibility and reasonableness of maintaining the stop as active.

### Preferences

- Improve underdeveloped stops where 1) supporting infrastructure exists, 2) it is physically feasible, and 3) it is fiscally responsible.
- Improvements start with pavement and access upgrades, followed by shelters and other customer amenities.
- Improve customer information through expansion of existing methods and implementation of innovative new methods. Examples include shelter- and pole-mounted printed information and electronic real-time displays.
- Replace all bus stop signage with signs that are readily distinguished, even in active streetscapes, and can be equally identified from both directions.
- Locate bus stops, signs, and amenities consistent with guidelines and equitably among all communities served by AVTA.
- Evaluate all sites for bus stop amenities placement. Place shelters where it is feasible, where existing protection is unavailable (i.e., no awnings, etc.), and according to AVTA classification guidelines.
- Work with jurisdictions to identify and remedy deficiencies in the pedestrian network.
- Establish priorities based on pedestrian safety and existing and potential transit use.
- Develop strategies to work with property owners to improve pedestrian connectivity to bus stops, where viable.
- Pursue agreements with jurisdictions and public utility agencies to facilitate placement of shelters, benches, lighting, and trash receptacles.
- Find revenue-generating opportunities through the use of shelter advertising, ad benches, and similar programs.
- Maintain and expand public outreach programs and find more effective ways to solicit process and respond to community and customer input.
- Establish improvement priorities, schedule, and resource requirements for each bus stop.

## Chapter 8: Public Input and Review

AVTA considers bus stops as public spaces and encourages citizens to take pride in these spaces through their diligent reporting of concerns, regular input with regard to proposed additions or changes to the bus stop program, and their use of the transit system.

Public input regarding bus stop placement (and potentially removal) is received through a variety of channels including AVTA's Customer Service Department, monthly Board meetings, the agency website, community meetings, and the annual TDA Article 8 public hearing process.

### Considerations

- Some bus stops are in areas where the riding public cannot participate in community input if their only means of comment is to attend a meeting.
- Riders may not be proficient in English and may feel their comments are not welcome if not asked for in other languages or with information that talks about how to provide input in a language other than English.
- Neighboring businesses, property owners, and other organizations or entities may be interested in incorporating the stop into the community using place- and wayfinding strategies, art, signage, etc.

### Preferences

- Employ consistent equity in bus stop development, maintenance, and improvements across neighborhoods.
- Employ consistent notification of information regarding the stops and the system using multiple methods (e.g., print, media, social media, posters, etc.), and in multiple languages as determined by the AVTA's Title VI Plan.
- Ensure discussion of transit-related issues including bus stops at community meetings, social events, farmers markets, and other community events.
- Utilize alternative information dissemination and collection of comment and feedback strategies including surveys, social media posts, posters, etc.
- Consider Adopt-a-Stop and other methods to engage businesses and community organizations to take responsibility for the maintenance and upkeep of stops in their proximity.
- Establish and maintain a public complaint and response plan and have pre-printed information on how determinations are made for moving or removing bus stops.



## Appendix A – Bus Stop Program and Inventory

Service Area:

Jurisdictions served:

Total number of bus stops for system:

Total number of bus stops controlled by AVTA:

Address or location indicator for each bus stops (list and map):

Inventory Year:

Item	Number	% of Bus Stops	Year of last upgrade
Sign poles			
Signs: Route # & Name			
Signs: General system information			
Shelters: Style -			
Shelters: Style -			
Shelters: Style -			
Shelters: Private			
Shelters: High Capacity			
Trash Cans: Covered			
Trash Cans: Open			
Benches: Style -			
Benches: Style -			
Benches: Style -			
Benches: Ad			
Advertisement Boards			
Lighting – hardwired: pole-mounted			
Lighting – hardwired: shelter-mounted			
Lighting – solar: pole-mounted			
Lighting – solar: shelter-mounted			
Bicycle Racks			
Real-Time Schedule marquee			
CCTV Cameras			

## Appendix B – ADA Requirements Guide

### **Requirements to Remember for ADA Compliance in Construction Projects**

The ADA Standards issued by the Department of Transportation (DOT) apply to facilities used by state and local governments to provide designated public transportation services, including bus stops and stations and rail stations. Other types of facilities covered by the ADA are subject to similar [ADA Standards](#) issued by the Department of Justice (DOJ). Both the DOT and DOJ standards are based on the United States Access Board ADA Accessibility Guidelines (ADAAG). DOT's ADA Standards (2006) are consistent with the Access Board's updated ADA (and ADAAG) guidelines but include a few additional requirements concerning:

- Location of Accessible Routes (206.3),
- Detectable Warnings on Curb Ramps (406.8),
- Bus Boarding and Alighting Areas (810.2.2), and
- Rail Station Platforms (810.5.3).

**The complete ADA Standards for Transportation Facilities can be found at the US Access Board Website: ([ADA Standards for Transportation Facilities](#)).**

### ***Requirements to Remember for: New Construction of Facilities***

Sixty percent of all public entrances to the facility must be accessible. If there are only two entrances, both must be accessible. ([DOT ADA Standard 206.4.1.](#))

For rail projects, no flange way gap can be greater than 2.5" where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks). ([DOT ADA Standard 810.10.](#))

Accessible routes that coincide with, or are located in the same area as, general circulation paths and elements such as ramps, elevators, and fare vending and collection must be placed so as to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public. ([DOT ADA Standard 206.3.](#))

Curb ramps must have detectable warnings. ([DOT ADA Standard 406.8.](#))

Bus boarding and alighting areas must be in compliance with the ADA-ABA Guidelines ( [Section 810.2](#)), which address surfaces (sturdy), dimensions (96" long x 60" wide); connection to sidewalks, streets and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems. ([DOT ADA Standard 810.2.](#))

Station platforms must be coordinated with the vehicle floor height. ([DOT ADA Standard 810.5.3.](#))

### ***Requirements to Remember for: Alterations or Additions to Facilities***

Altered or added portions of the facility must be made accessible. ([DOT ADA Standard 201](#) and [DOT ADA Regulation 49 C.F.R. 37.43\(a\)\(1\).](#))

The path of travel to the altered or added portion of the facility must be made accessible, to the maximum extent feasible. ([DOT ADA Regulation 49 C.F.R. 37.43\(a\)\(2\)](#) and [DOT ADA Standard 202.3.](#))

If the path of travel cannot be made accessible, the grantee must submit to FTA an analysis demonstrating that the cost of making the path of travel accessible is disproportionate to (i.e., > 20%) the cost of the alterations or additions to the primary function area. ([DOT ADA Standard 202.4](#) and [DOT ADA Regulation 49 C.F.R. 37.43\(e\)\(1\).](#))

If the path of travel cannot be made accessible, the grantee must submit to FTA an analysis demonstrating that site-specific conditions prevent you from making the path of travel accessible. Include relevant diagrams and maps. ([DOT ADA Standard 202.4](#) and [DOT ADA Regulation 49 C.F.R. 37.43\(b\).](#))

***Requirements to Remember for: Commuter Rail Projects***

Wheelchair users must have access to all accessible cars available to passengers without disabilities in each train using the station. ([DOT ADA Regulation 49 C.F.R. 37.42.](#))

***Requirements to Remember for: Bus Rapid Transit Systems***

ADA standards apply to buses and bus boarding and alighting areas as well as BRT vehicles and stops/stations. ([DOT ADA Regulation 49 C.F.R. Part 38, Subpart B](#) and [DOT ADA Standard 810.](#))

If not using a lift or ramp to provide level boarding, the grantee must submit to FTA a demonstration of equivalent facilitation. ([DOT ADA Regulation 49 C.F.R. 37.7\(b\)](#) and [DOT ADA Regulation 49 C.F.R. 38.2.](#))

If roadways are being resurfaced or otherwise altered as part of a BRT project, curb ramps must be installed at crosswalks that have been affected. ([DOT ADA Standard 106.5.](#))

***Requirements to Remember for: Light Rail Projects***

Complimentary paratransit service must be provided for fixed-route systems. ([DOT ADA Regulation 49 C.F.R. Part 37, Subpart F.](#))

***Requirements to Remember for: Remanufacture or Rebuilt Vehicles***

Remanufactured or rebuilt vehicles must be accessible. ([DOT ADA Regulation 49 C.F.R. 37.75](#); [DOT ADA Regulation 49 C.F.R. 37.83](#); and [DOT ADA Regulation 49 C.F.R. 37.89.](#))

If a remanufactured or rebuilt vehicle will not be accessible, the grantee must submit information to FTA demonstrating that the structural integrity of the vehicle would be significantly compromised if it is made accessible. Include an appropriate structural engineering analysis. ([DOT ADA Regulation 49 C.F.R. 37.75 \(c\)](#); [DOT ADA Regulation 49 C.F.R. 37.83\(c\)](#) and [DOT ADA Regulation 49 C.F.R. 37.89\(c\).](#))

## Appendix C – Bus Stop Maintenance Schedule

Bus Stop Location: (nearest address) or cross-streets with location indicator

Bus Stop Classification:

Activity	Required Frequency	Date Completed	Personnel
Photograph condition prior to maintenance	Each visit		
Sweep	Weekly		
Remove Trash	Weekly		
Clean seating	Weekly		
Remove Graffiti	Weekly		
Clear landscape rubbish	Weekly		
Trim landscaping	Monthly		
Check and repair light fixtures/bulbs	Monthly		
Check and repair signage	Monthly		
Check and repair shelter	Monthly		
Check and repair other amenities (cameras, bike racks, etc.)	Monthly		
Power wash all bus stop structures	Quarterly		
Photograph condition after maintenance	When there have been complaints or service requests		

## Appendix D – Bus Stop Improvement Resources

### Federal Transit Administration

<p>Bus &amp; Bus Facilities Infrastructure Investment Program</p>	<p>Provides funding through a competitive allocation process to states and transit agencies to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The competitive allocation provides funding for major improvements to bus transit systems that would not be achievable through formula allocations.</p>	<p>Competitive</p>
<p>Capital Investment Grants - 5309</p>	<p>FTA’s primary grant program for funding major transit capital investments, including heavy rail, commuter rail, light rail, streetcars, and bus rapid transit, this discretionary grant program is unlike most others in government. Instead of an annual call for applications and selection of awardees, the law requires that projects seeking CIG funding complete a series of steps over several years to be eligible for funding.</p>	<p>Competitive</p>
<p>Flexible Funding Programs - Surface Transportation Block Grant Program - 23 USC 133</p>	<p>Provides funding that may be used by states and localities for a wide range of projects to preserve and improve the conditions and performance of surface transportation, including highway, transit, intercity bus, bicycle and pedestrian projects.</p>	<p>Formula</p>
<p>Grants for Buses and Bus Facilities Formula Program - 5339(a)</p>	<p>Provides funding to states and transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. In addition to the formula allocation, this program includes two discretionary components: The Bus and Bus Facilities Discretionary Program and the Low or No Emissions Bus Discretionary Program.</p>	<p>Formula</p>
<p>Urbanized Area Formula Grants - 5307</p>	<p>Provides funding to public transit systems in Urbanized Areas (UZA) for public transportation capital, planning, job access and reverse commute projects, as well as operating expenses in certain circumstances.</p>	<p>Formula</p>

Metropolitan & Statewide Planning and NonMetropolitan Transportation Planning - 5303, 5304, 5305

Provides funding and procedural requirements for multimodal transportation planning in metropolitan areas and states. Planning needs to be cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs reflecting transportation investment priorities.

Formula

### Non-Federal /California

There are 200 public transit entities in California. While these transit systems are generally owned and operated by local governments, the state provides some level of financial support. The state has three primary ongoing transit programs:

- **State Transit Assistance (STA).** The STA program distributes funding to transit operators based on a formula. STA funds can be used for either operational support or to fund capital projects based on local priorities. In FY 2016-17, funding for STA was estimated at \$260 million.
- **Transit and Intercity Rail Capital Program.** The Transit and Intercity Rail Capital Program is a competitive grant program that awards funding to transit and rail capital projects that meet certain criteria, such as reducing greenhouse gas (GHG) emissions. This program receives a portion of cap-and-trade auction revenues each year. Specifically, 10 percent of annual cap-and-trade auction revenue is continuously appropriated to the program. For 2016-17, the estimated funding level for the Transit and Intercity Rail Capital Program is about \$235 million, which includes an estimated \$100 million from the continuous appropriation and \$135 million provided on a one-time basis.
- **Low Carbon Transit Operations Program.** The state also provides funding through the STA program formula for transit operations that help to reduce GHG emissions. The program is funded from five percent of cap-and-trade auction revenues that are continuously appropriated. In FY 2016-17, funding for this program was estimated at \$50 million from the continuous appropriation.

### Private Sector

Corporations – Identify major corporations which do business in your area: For-profit hospitals, warehouse industries, utilities, retail, etc. Each of these likely has a Corporate Foundation that provides funding for local needs including infrastructure. Typical foundation organizations include big box stores like Home Depot, WalMart, Lowes, etc. Hospitals are often owned by conglomerates under a different parent name. If you look at Kaiser’s website then search for community giving or community responsibility you will see they have a giving foundation. Large agri-businesses also have foundations as do significant recreational entities. Defense Contractors also have foundations but can often do small grants at the local level without application.

Private, family foundations – Subscribers with an E-Civis account (grant search program for municipalities and local government entities) or other grant search software may access grant opportunities for infrastructure improvements.

## BUS STOP PLACEMENT AND AMENITIES GUIDELINES FOR DEVELOPERS

The purpose of this document is to provide commercial and residential developers with background regarding the placement considerations specific to bus stops within a residential or commercial development. The guidance and diagrams provided herein are intended to serve as a starting point for bus stop design and are not intended to reflect all design considerations required for ADA compliance.

Please refer to the documents referenced herein for use in developing and placing bus stops within your project.

### Section 1. Bus Stop Placement

There are three primary types of bus stop placements: Near-side, far-side, and mid-block.

- A near-side stop is located prior to reaching the intersection.
- A far-side stop is located immediately after crossing an intersection.
- A mid-block stop is located anywhere on the street other than at an intersection.

Bus stops typically require a minimum of 90 feet within a marked no parking zone, although mid-block stops require a longer no parking zone to enable pulling out of and into the traffic lane. Buses longer than 40 feet will also require a longer no parking zone at the stop location. Bus stops designed to accommodate more than one bus at a time will also need to have a longer no parking zone. (See Figure 1.)

Developers are encouraged to support ready access to bus stops near or within their respective developments, such as block walls.

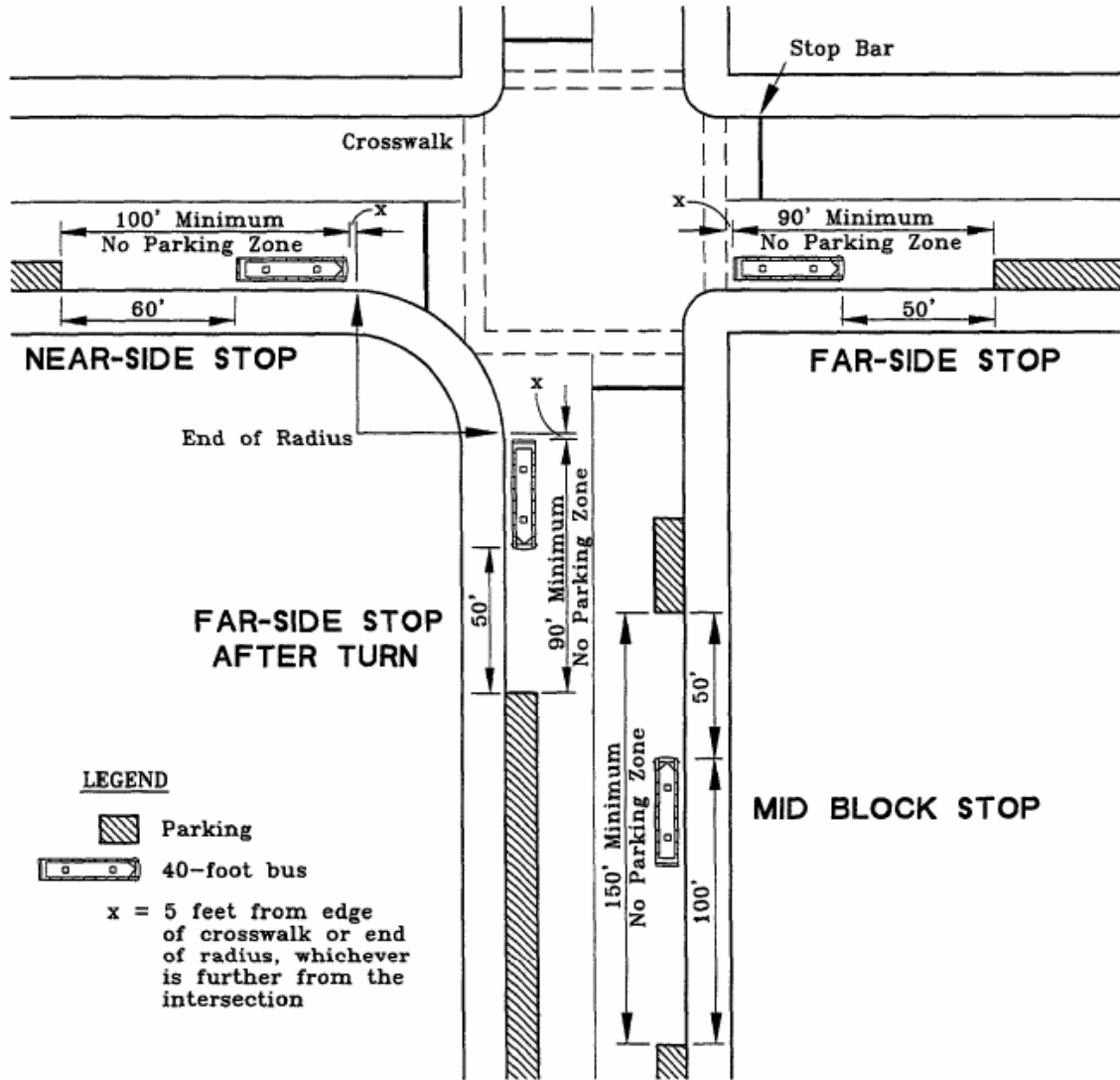
The weight of the expected vehicle is also important to pavement design. Typical net/gross vehicle weights for the two most common bus types are provided below.

	Net weight (road ready without passengers)	Gross weight (includes passengers)
40-foot bus	Front axle: 7,420 Rear axle: 18,060	Front axle: 11,980 Rear axle: 24,660
60-foot bus	Front axle: 11,600 Center axle: 14,970 Rear axle: 12,130	Front axle: 16,420 Center axle: 24,250 Rear axle: 16,420

For more information, refer to Transit Cooperative Research Program (TCRP) Report 19, *Guidelines for the Location and Design of Bus Stops*, 1996.



**Figure 1. Typical dimensions for on-street bus stops**



**Notes:**

- 1) Add 20 feet to bus stop zones for an articulated bus.
- 2) Increase bus stop zone by 50 feet for each additional standard 40-foot bus or 70 feet for each additional 60-foot articulated bus expected to be at the stop simultaneously. See Table 3 for the suggested bus stop capacity requirements based on a range of bus flow rates and passenger service times.



## Section 2. Bus Stop Design

In order to be compliant with the Americans with Disabilities Act (ADA), a bus stop must provide a landing pad for wheelchair ramp or lift deployment, a wheelchair accessible waiting area, and accessible paths to and from both locations. The placement of amenities at the bus stop may also affect the dimensions of the space needed. Basic guidelines include the following:

- The wheelchair landing pad must be 5 feet by 8 feet in area, measured perpendicular to the curb or roadway edge.
- It should have a firm, stable surface (preferably paved).
- No other amenities should be placed in this area.
- The landing pad should be connected to the street, sidewalk, or pedestrian path by an accessible route\*.
- The slope of the landing pad should not be steeper than 1:48.
- A bus shelter should be connected to the landing pad via an accessible route\*.
- General ADA mobility clearance guidelines should be followed around the shelter and between the shelter and other street furniture.
- A clearance of at least three feet should be maintained around the shelter and an adjacent sidewalk.
- A minimum distance of two feet (four feet is preferred) should be maintained between the back face of the curb and any bench or shelter.
- A 12-inch clear space should be maintained between the back of a shelter and an existing wall or building to permit cleaning and trash removal.

\*An accessible route is defined by Chapter 4, Section 402 of the 2010 ADA Standards for Titles II and II Facilities: 2004 ADA Accessibility Guidelines (ADAAG) (Department of Justice) as consisting of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible route shall comply with Section 402.

**Figure 2. Clear width of an accessible route**

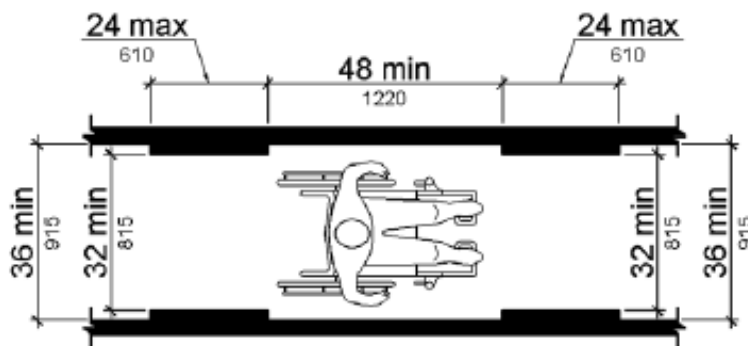


Figure 3. Minimum dimensions for accessible bus stop pad and shelter (shelter design example)

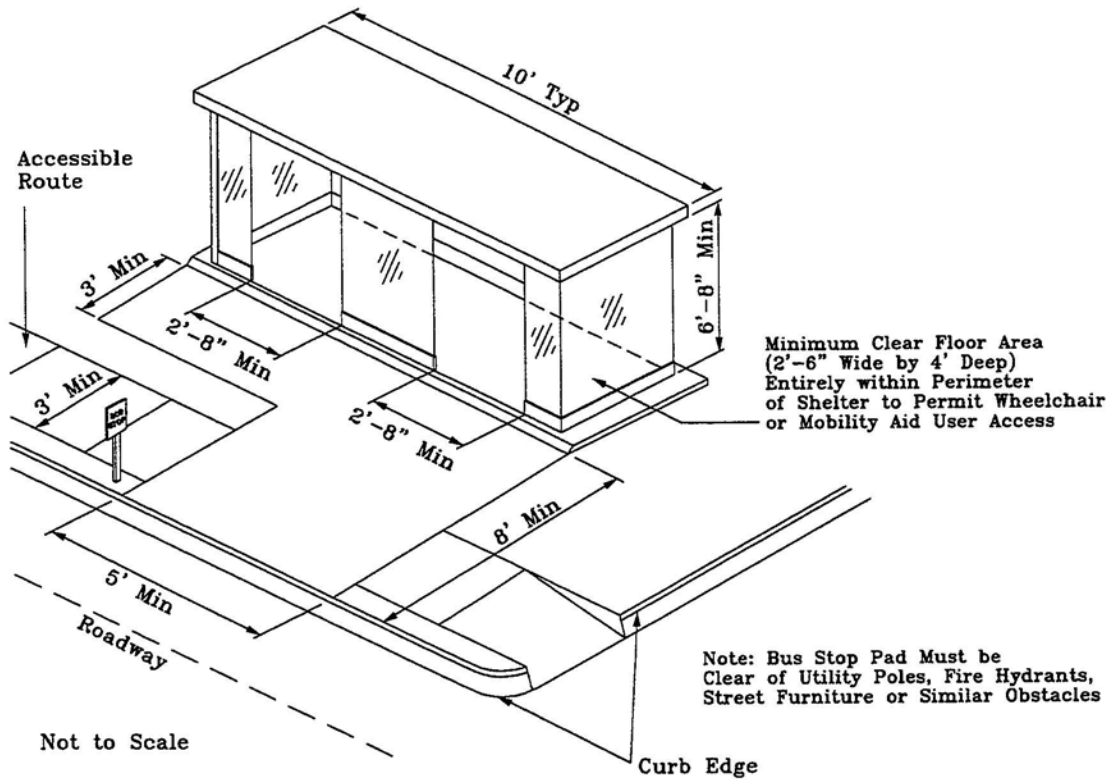


Figure 4. Shelter clearance guidelines

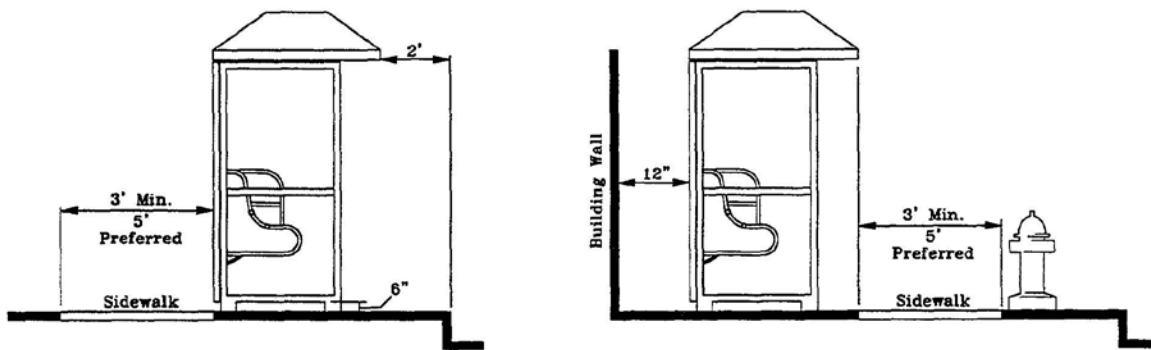
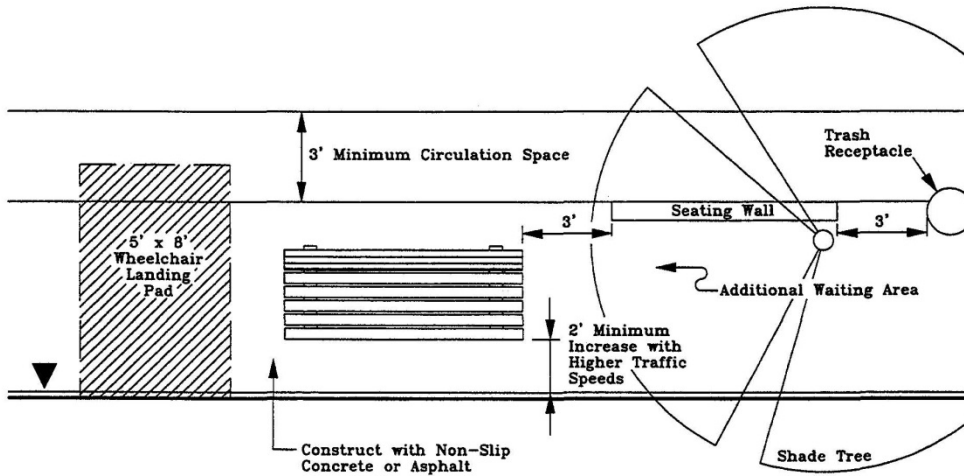


Figure 5. Conceptual bench and waiting pad design



For more information, refer to Transit Cooperative Research Program (TCRP) Report 19, *Guidelines for the Location and Design of Bus Stops*, 1996 and the Department of Justice's *2010 ADA Standards for Accessible Design*, 2010.

### Section 3. Access

Section 35.151(i) of 28 CFR Part 35 states the following with respect to curb ramps:

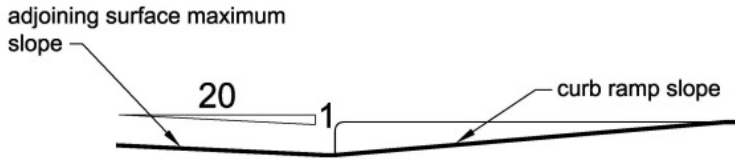
- (1) Newly constructed or altered streets, roads, and highways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway.
- (2) Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways.

Curb ramps enable access to the bus stop by persons using wheelchairs, walkers, or other mobility devices. They are also used by persons using strollers or handcarts.

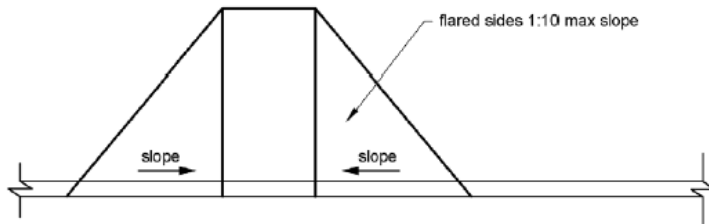
Curb ramps may be placed anywhere access is needed, whether at an intersection or at a mid-block crossing.

- The counter slope of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. (Figure 1)
- The slope of the flared sides cannot exceed a 1:10 maximum slope. (Figure 2)
- The landing pad at the top of the ramp must be at least as wide as the curb ramp and extend at least 36 inches beyond the top of the ramp. (Figure 3)
- For a diagonal or corner-type curb ramp, there must be a minimum of 24 inches of curbing on either side of the flared sides of the ramp, as well as a landing page at least as wide as the curb ramp and extending at least 48 inches beyond the bottom of the ramp. (Figure 4)

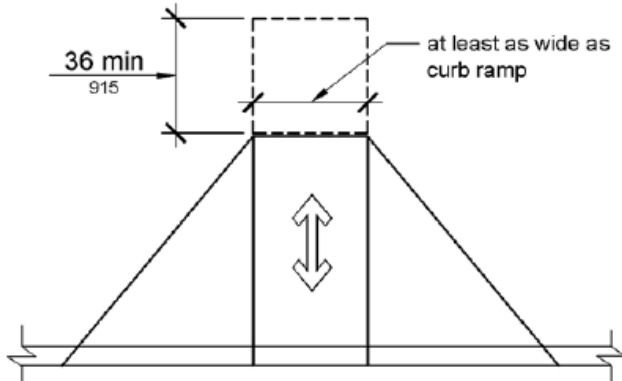
**Figure 6. Counter slope of surfaces adjacent to curb ramps**



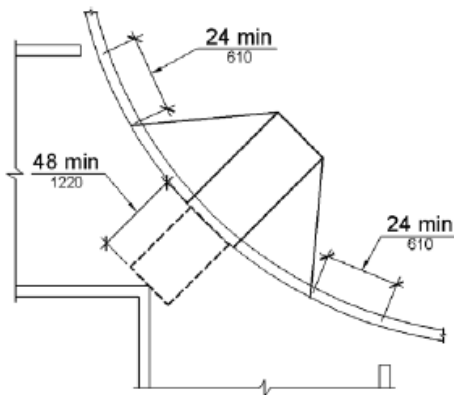
**Figure 7. Sides of curb ramps**



**Figure 8. Landings at the top of curb ramps**



**Figure 9. Diagonal or corner-type curb ramps**



For more information, refer to the Department of Justice's *2010 ADA Standards for Accessible Design*, 2010.



**DATE:** May 22, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Exercise Last Two-Year Option for Contract #2011-032 with Transdev for Fixed Route Transit Operations and Maintenance Services

---

**RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to negotiate and execute last two-year option to Contract #2011-032 with Transdev for fixed route operations and maintenance services effective January 1, 2020.

**FISCAL IMPACT**

The contract value for fixed route operations and maintenance is approximately \$14,225,795 from January 1, 2020 through December 31, 2020 and \$14,737,923 from January 1, 2021 to December 31, 2021. The two-year total would be \$28,963,718. Because the contract reimburses the contractor based on an agreed-upon cost per vehicle revenue hour, actual costs will vary depending on service levels. The price per year is based on 165,468 revenue hours effective January 1, 2012 (the beginning of the base contract). The cost per vehicle revenue hour (VRH) may not increase more than 3% per year or CPI, but will in no case exceed the bid amount. Staff is recommending that the increase be based on the Los Angeles-Long Beach-Anaheim CPI December 31, 2017 or 3.6%.

YEAR #	TOTAL COSTS	COST PER REVENUE HOUR
9	\$14,225,795	\$85.97
10	\$14,737,923	\$89.07
<b>TOTAL</b>	<b>\$28,963,718</b>	<b>\$87.52</b>

Sufficient funds for are included in the FY19 Business Plan – Operations and Maintenance. This contract will be supported through budgeted federal 5307 operating and preventive maintenance funds with Propositions A, C and M Discretionary funds applied as local match.

## **BACKGROUND**

**Procurement Process:** The AVTA Board of Directors authorized staff to release a Request for Proposals for Fixed Route Transit Services on May 24, 2011.

AVTA received four proposals for fixed route services. All proposers were invited to submit Best and Final Offers (BAFOs). Pricing was scored separately and not considered during evaluation of the performance factors identified in the process. While the scores were reasonably close, Transdev (Veolia) was the highest ranked competitor.

Prepared and Submitted by:

---

Len Engel  
Executive Director/CEO



**DATE:** May 22, 2018

**TO:** BOARD OF DIRECTORS

**SUBJECT:** Shared Resources Agreement Between the Antelope Valley Transit Authority (AVTA), Foothill Transit, and Los Angeles Department of Transportation (LADOT) – Operations and Parking of Commuter Buses in Downtown Los Angeles

---

## **RECOMMENDATION**

That the Board of Directors authorize the Executive Director/CEO to negotiate and execute a Shared Resources Agreement (Attachment A) between Antelope Valley Transit Authority (AVTA), Foothill Transit, and Los Angeles Department of Transportation (LADOT) to support the construction and operation of downtown Los Angeles commuter vehicle parking facilities. The facilities will support the operation of zero-emission, battery-electric coaches serving Los Angeles Union Station (Route 785).

## **FISCAL IMPACT**

The parking facilities project is estimated to cost approximately \$4 million dollars. Foothill Transit, AVTA, and LADOT have been jointly awarded a \$3.2 million grant from the Los Angeles County Bus Operators Subcommittee (BOS) to help cover the cost of the proposed Capital Improvements. AVTA's share of the remaining capital cost is \$64,652. Upon completion of the proposed capital improvements, the ongoing annual operating/lease cost for AVTA would be \$47,741 or \$3,978 monthly.

## **BACKGROUND**

Since the third quarter of 2017, AVTA contractor Transdev has been required to "deadhead" each of the commuter coaches serving Route 785 (downtown Union Station) back to AVTA's yard in Lancaster after the morning runs. This is due to the absence of a suitable and permitted parking facility in the downtown Los Angeles area. This deadheading has dramatically increased the number of miles and amount of fuel consumed by the commuter fleet resulting in substantial cost increases in commuter fleet operations.

Shared Resources Agreement Between AVTA, Foothill Transit, and LA Department of Transportation (Parking)

May 22, 2018

Page 2

Additionally, in order to implement a 100% zero-emission, battery-electric fleet, a long-term solution to the downtown commuter parking situation is necessary. It is not feasible to have the new battery-electric coaches make two round trips per day on a single charge. Through the leadership of Foothill Transit, AVTA was able to enter into an agreement with Foothill Transit and LADOT to utilize Caltrans property (see Attachment A) to support the operation of our respective commuter bus services. Utilization of the proposed property would reduce the daily trips for our buses, reducing maintenance costs, provide security for AVTA equipment, reduce greenhouse gas emissions, and most importantly provide improved service reliability for our customers during the afternoon return trips.

This Shared Resources Agreement will support implementation and operation of AVTA's 100-percent battery-electric commuter fleet and ensure its operations are sustainable well into the future.

Prepared by:

Submitted by:

---

Norman L. Hickling  
Chief Operating Officer

---

Len Engel  
Executive Director/CEO

Attachment A: Shared Resources Agreement



## SHARED RESOURCES AGREEMENT

THIS SHARED RESOURCES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2018 by and between and Foothill Transit, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 ("Foothill Transit"), Antelope Valley Transit Authority (AVTA), a joint powers agency organized under the laws of the State of California with its principal place of business at 42210 6th St. W., Lancaster, California, 93534, and the Los Angeles Department of Transportation, a California municipal transit operator with its principal place of business at 100 South Main Street, 10<sup>th</sup> Floor, Los Angeles, California 90012 ("LADOT"). AVTA, Foothill Transit, and LADOT are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

### ARTICLE 1. RECITALS

A. The California Department of Transportation, a State of California agency with its principal place of business at 1120 North Street, Sacramento, California 95814 ("Caltrans") owns certain real property located in downtown Los Angeles, California at the intersection of Grand Avenue and 17<sup>th</sup> Street and the intersection of Maple Avenue and 16<sup>th</sup> Street ("Caltrans Property").

B. Foothill Transit, AVTA, and LADOT desire to enter into an arrangement to utilize the Caltrans Property to assist in the operation of their commuter services.

C. Foothill Transit intends to enter into a short-term lease with Caltrans beginning on or about June 2018 and ending in February 2019 for the Caltrans Property ("Foothill Transit Lease").

D. LADOT intends to enter into a long-term lease with Caltrans beginning on or around March 2019 for the Caltrans Property ("LADOT Lease").

E. Foothill Transit, AVTA, and LADOT desire to make certain capital improvements to the Caltrans Property, as identified in Appendix A ("Capital Improvements"), and to share the cost of such capital improvements as specified in this Agreement.

F. Foothill Transit, AVTA, and LADOT have been jointly awarded a \$3,232,605 grant from the Los Angeles County Bus Operators Subcommittee (BOS) to help cover the cost of said Capital Improvements.

G. LADOT intends to install electric vehicle chargers on the Caltrans Property during the term of the LADOT Lease.

### ARTICLE 2. FOOHILL TRANSIT LEASE AND ASSOCIATED ACTIVITIES

A. Capital Improvements. Foothill Transit agrees that it will be responsible for undertaking and completing the Capital Improvements on the Caltrans Property, as set forth in Appendix A, including the selection of one or more contractors to perform the required work. The BOS grant funds will fund up to 80 percent of the construction cost of the project. Foothill Transit agrees to pay twenty-three percent (23%) of the remaining cost of the Capital Improvements, AVTA agrees to pay eight percent (8%) of such remaining cost, and LADOT

agrees to pay sixty-nine (69%) of such remaining cost. If the actual cost of the Capital Improvements exceeds the total estimated cost in Appendix A, the Parties agree to pay such excess costs in accordance with their same respective shares.

B. Schedule. Foothill Transit intends to begin the Capital Improvements on the Caltrans Property within sixty (60) calendar days after the commencement of the Foothill Transit Lease and to complete such Improvements by XXX. Foothill Transit agrees to provide AVTA and LADOT with regular updates on the progress of the Capital Improvements.

C. Maintenance and Security. During the term of the Foothill Lease, Foothill Transit agrees to be responsible for maintaining the Caltrans Property in a safe, clean, and well-organized manner, and for providing adequate security for property and personnel on the Caltrans Property during normal business hours, at its sole expense.

D. AVTA and LADOT Use. Foothill Transit agrees, during the term of the Foothill Transit Lease, to grant both AVTA and LADOT access to the Caltrans Property for bus layover and related purposes as agreed upon by the Parties.

### **ARTICLE 3. LADOT LEASE AND ASSOCIATED ACTIVITIES**

A. Electric Vehicle Chargers; Other Capital Improvements. LADOT agrees that it will be responsible, at its sole expense, for installing electric bus chargers on the Caltrans Property for use during the term of the LADOT Lease, and for securing the supply of electricity for such chargers. In addition, LADOT may, in its discretion, make other improvements on the Caltrans Property, at its sole expense.

B. Schedule. LADOT intends to begin the installation of the electric bus chargers on the Caltrans Property within NUMBER (XX) calendar days after the commencement of the LADOT Lease and to complete such work by XXX.

C. Maintenance, and Security. During the term of the LADOT Lease, LADOT agrees to be responsible for maintaining the Caltrans Property in a safe, clean, and well-organized manner, and for providing adequate security for property and personnel on the Caltrans Property, at its sole expense.

D. AVTA and Foothill Transit Use. LADOT agrees, during the term of the LADOT Lease, to grant AVTA and Foothill Transit access to the Caltrans Property for bus layover, electric bus charging, and related purposes as agreed upon by the Parties. AVTA and Foothill Transit shall reimburse LADOT for the electric utility costs incurred for charging the AVTA and Foothill Transit electric buses at the Caltrans Property.

### **ARTICLE 4. INVOICING AND PAYMENT PROVISIONS**

A. Contractor Invoices. Foothill Transit will promptly submit to AVTA and LADOT a copy of the invoice/request for progress payments that it receives from the contractor(s) performing the Capital Improvements on the Caltrans Property, and AVTA and LADOT agree to remit their share to Foothill within thirty (30) calendar days. Foothill Transit will be responsible to making direct payments to such contractor(s) for the work.

B. LADOT Monthly Access Fee. When construction activities begin on the 16<sup>th</sup>/Maple lot, LADOT agrees to pay Foothill Transit Twenty Eight Thousand, Three Hundred

Forty Six dollars (\$28,346) per month for access to the Caltrans Property during the term of the Foothill Transit Lease. If the actual operating cost exceeds the total estimated cost in Appendix A, the Parties agree to pay such excess costs in accordance with their same respective shares.

C. AVTA Monthly Access Fee. When the 17<sup>th</sup>/Grand lot becomes available for use, AVTA agrees to pay Foothill Transit Four Thousand, Six Hundred Forty Three dollars (\$4,643) per month for access to the Caltrans Property. When construction activities begin on the 16<sup>th</sup>/Maple lot, AVTA agrees to pay Foothill Transit Three Thousand, Nine Hundred Seventy Eight dollars (\$3,978) per month for access to the Caltrans Property during the term of the Foothill Transit Lease. If the actual operating cost exceeds the total estimated cost in Appendix A, the Parties agree to pay such excess costs in accordance with their same respective shares.

D. Foothill Transit Monthly Access Fee during LADOT Lease. Foothill Transit and LADOT agree to negotiate a monthly rate for mid-day access by Foothill Transit to the Caltrans Property during the term of the LADOT Lease.

E. AVTA Monthly Access Fee during LADOT Lease. AVTA and LADOT agree to negotiate a monthly rate for mid-day access by AVTA to the Caltrans Property during the term of the LADOT Lease.

F. Electricity Charges. AVTA and Foothill Transit agree to reimburse LADOT on a monthly basis for the electric utility costs that LADOT incurs for charging the AVTA and Foothill Transit electric buses at the Caltrans Property during the period of the LADOT Lease.

E. Invoicing Process. The Parties will agree upon and establish mutually acceptable procedures and forms for the invoicing and payment process under this Article.

## **ARTICLE 5 SHARED USE PLAN; COOPERATION AND COORDINATION**

AVTA, Foothill Transit, and LADOT agree to develop, within sixty (60) calendar days after the date of execution of this Agreement, a plan for the shared use of the Caltrans Property during the Foothill Transit Lease and the LADOT Lease ("Shared Use Plan"). The Shared Use Plan shall address all aspects of the Parties' shared use of the Caltrans Property, including matters such as each Party's anticipated hours of use, number of transit vehicles, anticipated amount of use of the electric vehicle chargers, and future significant changes in number of transit vehicles or time of use. The Shared Use Plan shall be updated every six (6) months or more often as the Parties may deem appropriate. In carrying out the Shared Use Plan and the provisions of this Agreement, the Parties agree to cooperate with one another throughout the term of the Foothill Lease and the LADOT Lease.

## **ARTICLE 6. INSURANCE**

AVTA, Foothill Transit, and LADOT shall each be responsible, during the term of their respective leases, for providing property damage and/or personal injury insurance coverage as required under the terms of each Party's lease with Caltrans. In addition, each Party shall, at all times during the term of this Agreement, provide insurance coverage for its transit vehicles using the Caltrans Property.

## **ARTICLE 7. INDEMNIFICATION**

A. Foothill Transit Indemnity. Foothill Transit shall defend, indemnify, and hold AVTA, LADOT and their officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, including wrongful death, to the extent caused by any alleged acts, omissions, or willful misconduct of Foothill Transit, its Members, officials, officers, or employees in connection with the Project, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Foothill Transit or its Members, officials, officers, or employees.

B. LADOT Indemnity. LADOT shall defend, indemnify, and hold AVTA, Foothill Transit, their Members, officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, including wrongful death, to the extent caused by any alleged acts, omissions, or willful misconduct of the LADOT, its officials, officers, and employees in connection with the Project, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by LADOT, its officials, officers, or employees.

C. AVTA Indemnity. AVTA shall defend, indemnify, and hold LADOT, Foothill Transit, their Members, officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, including wrongful death, to the extent caused by any alleged acts, omissions, or willful misconduct of the AVTA, its officials, officers, and employees in connection with the Project, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by AVTA, its officials, officers, or employees.

## **ARTICLE 8 ADDITIONAL PARTIES**

AVTA, Foothill Transit, and LADOT may, by mutual agreement, permit one or more other transit agencies to use the Caltrans Property for purposes of layover and/or electrical vehicle charging. Any such transit agency will be required, as a condition on such use, to pay a monthly access fee, and to pay for any electricity costs incurred for charging such agency's electric vehicles at the Caltrans Property.

## **ARTICLE 9. DISPUTES**

If a dispute should arise between the Parties with respect to this Agreement or any of its provisions, the Parties shall within ten (10) business days meet and confer in a good faith effort to resolve the dispute. In the event such direct "meet and confer" processes fail to result in Agreement, the Parties may attempt to settle such dispute through the use of a mutually acceptable mediator prior to the initiation of any legal action on the part of either Party with respect to this Agreement, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared equally by the Parties, and in the process of such mediation, the Parties shall promptly and reasonably share such non-privileged data and underlying information regarding the specific subject matter of the nature of the dispute, without the need for formal discovery, as such party believes supports its position, and upon which it relies.

## **ARTICLE 10. APPLICABLE LAW; COMPLIANCE**

A. Applicable Law. This Agreement is entered into in and under the laws of the State of California and shall be interpreted in accordance therewith.

B. Compliance. The Parties agree to comply with all applicable provisions of Federal law, California state law, and local ordinances, which shall be considered a part of this Agreement as though fully set forth herein.

## **ARTICLE 11. NOTICES**

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

AVTA:

Mark Perry  
42210 6th St. W.  
Lancaster, CA, 93534

Foothill Transit:

Kevin Parks McDonald  
Foothill Transit  
100 S. Vincent Ave.  
Suite 200  
West Covina, CA 91790

LADOT:

Corinne Ralph  
100 South Main Street  
10<sup>th</sup> Floor  
Los Angeles, CA 90012

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) during the receiving Party's regular business hours or by facsimile or email before or during the receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **ARTICLE 12. GENERAL PROVISIONS**

A. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

B. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

C. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days, unless otherwise indicated. All references to Foothill Transit include its elected officials, officers, agents, volunteers, and staff, except as otherwise specified in this Agreement. All references to LADOT include all personnel, employees, and agents of LADOT, except as otherwise specified in this Agreement. The captions of the various Articles and paragraphs are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless set forth in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. The failure of either Party to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either Party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

F. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

G. Invalidity; Severability. If any portion of this Agreement is declared as invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

H. Authority to Enter Agreement. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

I. Counterparts. This Agreement may be signed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

J. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements.

ANTELOPE VALLEY TRANSIT AUTHORITY

By: \_\_\_\_\_  
Len Engel  
Executive Director/CEO

Approved as to Form:

By: \_\_\_\_\_  
Allison Burns  
General Counsel

FOOTHILL TRANSIT

By: \_\_\_\_\_  
Doran J. Barnes  
Executive Director

Approved as to Form:

By: \_\_\_\_\_  
G. Kent Woodman  
Thompson Coburn LLP  
Special Counsel to Foothill Transit

LOS ANGELES DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name  
Title

Approved as to Form:

By: \_\_\_\_\_  
Name  
Title

Appendix A

Estimates

	Capital Cost			Annual
	17 <sup>th</sup> /Grand	16 <sup>th</sup> /Maple	Total	Operating Cost
Property Lease				\$ 531,600
Security				\$ 76,800
Restroom				\$ 24,000
Insurance				\$ 18,000
Cleaning				\$ 12,000
Existing Conditions	\$ 89,499			
Earthwork Excavation	\$ 70,634			
Site Improvements	\$ 451,504			
Utilities	\$ 14,068			
General Conditions	\$ 62,570			
Bonds and Insurance	\$ 13,766			
Contractor Fee	\$ 44,738			
A&E	\$ 75,000			
Contingency	\$ 82,178			
<b>Total</b>	<b>\$ 903,957</b>	<b>\$ 3,136,800</b>	<b>\$ 4,040,757</b>	<b>\$ 662,400</b>
BOS Grant			\$ 3,232,605	
Foothill Transit Share			\$ 185,876	\$ 274,508
AVTA Share			\$ 64,652	\$ 47,741
LADOT Share			\$ 557,624	\$ 340,151





**DATE:** May 22, 2018  
**TO:** BOARD OF DIRECTORS  
**SUBJECT:** Approval of Executive Director/Chief Executive Officer (CEO)  
Employment Agreement

---

**RECOMMENDATION**

That the Board of Directors approve the Executive Director/CEO Employment Agreement.

**FISCAL IMPACT**

Funding for this item will be included in future Business Plans.

**BACKGROUND**

At the Special Board Meeting held on Tuesday May 8, 2018 the Board of Directors discussed proposed employment package for Macy Neshati as the next Executive Director/CEO of Antelope Valley Transit Authority. The attached agreement is reflective of that discussion.

Prepared and Submitted by:

---

Allison E. Burns  
General Counsel, AVTA

Attachment A – Executive Director/CEO Employment Agreement

**ANTELOPE VALLEY TRANSIT AUTHORITY  
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

This EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT (“Agreement”) is dated for reference purposes only as of \_\_\_\_\_ (“Effective Date”) and entered into by and between the ANTELOPE VALLEY TRANSIT AUTHORITY (“AUTHORITY”) and MACY NESHATI (“NESHATI”) (collectively referred to herein as the “Parties”).

**RECITALS**

WHEREAS, NESHATI is experienced in the transit business and has expertise consistent with AUTHORITY’s needs with regard to Executive Director responsibilities;

WHEREAS, NESHATI desires to provide Executive Director services to AUTHORITY under the terms and conditions set forth herein;

WHEREAS, the BOARD and NESHATI desire to set forth their agreement for the AUTHORITY’s employment of NESHATI on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. THE AUTHORITY, JOB DUTIES AND RESPONSIBILITIES  
OF EXECUTIVE DIRECTOR**

1.01 Authority. The AUTHORITY shall employ NESHATI as its EXECUTIVE DIRECTOR with full powers and authority to manage and conduct the business of the AUTHORITY, subject to the JPA, Bylaws, directives and policies set by the BOARD, and all other applicable Federal, State and local laws.

1.02 Duties/Responsibilities. As EXECUTIVE DIRECTOR, NESHATI will report to the BOARD and will be responsible for managing and conducting the day-to-day business of the AUTHORITY. The duties of the EXECUTIVE DIRECTOR are primarily to lead and coordinate the technical and administrative office of the AUTHORITY, and to be responsible to the BOARD for proper administration of all affairs of the AUTHORITY, subject to the JPA, Bylaws, directives and policies set by the BOARD, and all other applicable Federal, State and local laws. NESHATI shall devote his full energies, interest, abilities and productive time to the performance of those duties and responsibilities as set forth in the JPA and as may be from time to time assigned to him by the BOARD.

1.03 Modification. The BOARD reserves the right to modify NESHATI’s position and duties at any time in its sole and absolute discretion, provided that the duties assigned to NESHATI are consistent with the JPA and the position of EXECUTIVE DIRECTOR, and that NESHATI continues to report to the BOARD.

**2. TERM**

2.01 Base Term. This Agreement shall commence on June 1, 2018 and shall expire on May 30, 2019 unless extended by the Parties in writing or terminated pursuant to Section 6 below.

### **3. PLACE OF PERFORMANCE**

3.01 **Requirement.** Unless the parties agree otherwise in writing, NESHATI shall perform the services of EXECUTIVE DIRECTOR at the AUTHORITY's principal place of business, and when required, shall perform the duties of EXECUTIVE DIRECTOR at other locations within the County of Los Angeles, including the Cities of Lancaster and Palmdale.

### **4. COMPENSATION AND BENEFITS**

4.01 **Base Salary.** As compensation for NESHATI's employment and performance of his duties, the AUTHORITY shall pay NESHATI a base salary of One Hundred Thousand Dollars (\$100,000.00) per year payable in accordance with the normal payroll practices of the AUTHORITY, less required deductions for State and Federal withholding taxes and all other employment taxes and payroll deductions.

4.02 **Signing Incentive.** As incentive to encourage NESHATI to commence work for AUTHORITY, the AUTHORITY shall pay NESHATI a signing incentive of One Hundred Thousand Dollars (\$100,000.00) to NESHATI in six (6) equal payments of Sixteen Thousand Six Hundred and Sixty-Seven Dollars (\$16,667.00) over twelve months, on the first business day of June, August, October, December, February and April, less required deductions for State and Federal withholding taxes and all other employment taxes and payroll deductions.

4.03 **Performance and Salary Review.** The BOARD shall periodically review the performance of NESHATI. Based upon the BOARD's evaluation of the specific performance of NESHATI against BOARD-approved goals and objectives, the BOARD shall determine an appropriate salary adjustment and/or incentive pay, if any. Any salary adjustment or incentive pay award will be made by the BOARD in its sole and absolute discretion.

Any adjustment in salary or benefits made during the existence of this Agreement shall be in the form of an amendment and shall become part of this Agreement, but any failure to attach the salary or benefit adjustment amount as an amendment shall not affect the validity or amount of any such adjustment.

4.04 **Fringe Benefits** NESHATI will be eligible for the fringe benefits set forth in the attached Exhibit A.

4.05 **R.V. Parking.** The Parties will explore and, to the extent reasonably practicable, make arrangements for NESHATI to lawfully park his recreational vehicle on AVTA property at no cost to NESHATI. NESHATI shall defend, indemnify and hold AUTHORITY harmless from and against any and all claims arising out of or relating to any such parking arrangement as may be agreed. NESHATI shall further secure and maintain insurance policies and additional insured certificates naming the AUTHORITY as an additional insured on such policies and including such coverage limits as AUTHORITY may reasonably require.

### **5. REIMBURSEMENT OF BUSINESS & MOVING EXPENSES**

5.01 **Business Expenses** - NESHATI shall be reimbursed for all necessary and reasonable, out-of-pocket business expenses incurred in the performance of his duties on behalf of the AUTHORITY.

5.02 Expense Reports. To obtain reimbursement, NESHATI shall promptly submit expense reports to the AUTHORITY with appropriate supporting documentation in accordance with the AUTHORITY's policies for the reimbursement of out-of-pocket expenses.

## **6. TERMINATION**

6.01 Termination For Cause by the AUTHORITY. The AUTHORITY may terminate this Agreement at any time for cause. For the purposes of this subsection 6.01, "cause" is defined as: (i) conviction of (or pleading nolo contendere to) or indictment for a felony, a crime of moral turpitude, dishonesty, breach of trust or unethical business conduct, or any crime against or otherwise involving the AUTHORITY; (ii) willful and continued neglect in the performance of duties; (iii) engagement in willful misconduct, fraud, misappropriation, or embezzlement; (iv) willful and continued failure to adhere to the lawful directions of the BOARD or AUTHORITY policies and practices; and (v) material breach of this Agreement. "Cause" shall not exist except upon the AUTHORITY's written notice to NESHATI following the occurrence of any of the events described in the preceding sentence and, if the occurrence involves an event described in clauses (ii) through (v), NESHATI's failure to cure the breach within thirty (30) days of such notice. In the event this Agreement is terminated by the AUTHORITY for cause, NESHATI shall be entitled to receive only the base salary then in effect, prorated to the date of termination. NESHATI shall not be entitled to a severance payment in accordance with subsection 6.06 below, and all other AUTHORITY obligations to NESHATI pursuant to this Agreement shall be extinguished except as may be required by law.

6.02 Termination For Convenience by the AUTHORITY. The AUTHORITY may terminate this Agreement at any time for convenience upon one (1) month's written notice to NESHATI. In the event this Agreement is terminated by the AUTHORITY for convenience, NESHATI shall be entitled to a severance payment in accordance with subsection 6.06 below.

6.03 Termination by NESHATI. NESHATI may terminate this Agreement for convenience at any time upon sixty (60) days written notice to AUTHORITY. In the event this Agreement is terminated by NESHATI, NESHATI shall not be entitled to a severance payment.

6.04 Termination by Mutual Consent. The parties may by mutual written consent terminate this Agreement at any time. In the event this agreement is terminated by mutual consent, NESHATI shall not be entitled to receive a severance payment in accordance with subsection 6.06 below, and all other AUTHORITY obligations to NESHATI pursuant to this Agreement shall be extinguished except as may be required by law.

6.05 Severance Payment. If NESHATI is entitled to a severance payment under this Agreement, such entitlement shall be contingent upon NESHATI's execution of a full release of known and unknown claims against the BOARD and the AUTHORITY. The severance payment shall be paid in a lump sum and shall be the amount of NESHATI's then-current monthly base salary multiplied by the number of months remaining in the term of this Agreement, or multiplied by six (6), whichever is less. Notwithstanding any other provision of this Agreement, the severance payment shall not exceed the limitations provided in California Government Code Section 53260 et seq.

## **7. CONFLICTS OF INTEREST**

7.01 **Prohibition.** NESHATI shall not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the AUTHORITY. If the BOARD reasonably believes that such a conflict exists, the BOARD may direct NESHATI to discontinue the other work. NESHATI's failure to promptly comply with such direction shall constitute a material breach of this Agreement.

## **8. DISPUTE RESOLUTION**

8.01 **Process.** The parties agree to resolve any disputes related to this Agreement in accordance with the attached Exhibit B.

## **9. GENERAL PROVISIONS**

9.01 **Successors and Assigns.** The rights and obligations of the AUTHORITY under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the AUTHORITY. NESHATI shall not be entitled to assign any of his rights or obligations under this Agreement.

9.02 **Waiver.** Either party's failure to enforce any provision of the Agreement shall not in any way be construed as a waiver of any such provision, or prevent the party thereafter from enforcing each and every other provision of this Agreement.

9.03 **Attorney's Fees.** Each side will bear its own attorney's fees in any dispute arising out of, or in any way related to, the Agreement, except as may be required by law.

9.04 **Severability.** In the event any portion of the Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

9.05 **Interpretation.** The headings set forth in this Agreement are for convenience only and shall not be used in interpreting the Agreement. This Agreement has been drafted by and both parties have participated in the negotiation of the terms of this Agreement. Furthermore, by signing this Agreement, NESHATI acknowledges he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement.

9.06 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

9.07 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery upon receipt; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile

transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested upon verification of receipt.

**THE PARTIES HAVE READ THE FOREGOING AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.**

**WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.**

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Marvin Crist  
Chairman

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
MACY NESHATI

DRAFT

**EXHIBIT A**  
**FRINGE BENEFITS**

Commencing on the Effective Date, NESHATI shall be entitled to receive the following fringe benefits.

1. The AUTHORITY shall provide and pay for one hundred percent (100%) of all premiums for dental, vision, and PPO or HMO health insurance with an AUTHORITY provider for NESHATI and his dependents.
2. The AUTHORITY shall provide and pay for Life Insurance in the amount of Three Hundred Thousand Dollars (\$300,000) through the AUTHORITY's group term life insurance policy.
3. NESHATI shall be entitled to compensated time off for each year of the Agreement as follows: fifteen (15) working days of compensated time off credited as of the Effective Date and annually thereafter for each year of employment. NESHATI may accumulate up to a maximum of 208 hours of unused compensated time off. NESHATI shall be entitled to cash out accumulated compensated time off in an amount equal to his annual allocation per calendar year. Upon termination of the Agreement, for any reason, NESHATI will be compensated for any accrued, but unused, compensated time off at his then rate of pay. Except as specifically contained herein, all other provisions of the AUTHORITY's Human Resources Manual relating to vacation and sick leave shall apply to NESHATI.
4. NESHATI shall be entitled to receive ten (10) paid holidays per calendar year according to a schedule for holidays adopted by the AUTHORITY, plus two (2) floating paid holidays to be used at the discretion of NESHATI.
5. NESHATI shall be entitled to disability benefits pursuant to written policies adopted by the AUTHORITY as set forth in the AUTHORITY's Human Resources Manual.
6. NESHATI shall be eligible for the California Public Employees' Retirement System (CALPERS) and the AUTHORITY shall pay one hundred percent (100%) of both the Employer's and Employee's contribution to PERS. In addition, NESHATI shall be entitled to an equivalent of six percent (6%) of his then base salary to be paid annually into an AVTA affiliated deferred compensation plan.
7. NESHATI shall be reimbursed for reasonable travel expenses related to his professional development activities, such as attending the American Public Transportation Association's annual conference.
8. NESHATI shall be entitled to either (a) a car allowance of Six Hundred Dollars (\$600) per month, which amount is intended to cover all costs and expenses of NESHATI for the business use of NESHATI's automobile, payable through AUTHORITY's accounts payable; or (b) the use of an automobile for business, commuting and personal purposes which the AUTHORITY will provide at the AUTHORITY's expense. Such personal usage and the corresponding expenses shall be deemed to be personal income to NESHATI and be reported to NESHATI as required by I.R.C. Sec.61 and its Regulations. The AUTHORITY shall be responsible for all expenses relating to the use of the vehicle, including but not limited to gasoline, maintenance and insurance.
9. NESHATI shall receive a Cell/Smartphone stipend consistent with AVTA policy.

10. All benefits set forth above, 1 through 9, are subject to the rules and regulations as adopted by the AUTHORITY.

DRAFT



**EXHIBIT B**  
**AGREEMENT TO ARBITRATE**

The Agreement to Arbitrate is made by and between MACY NESHATI (“NESHATI”) and the Antelope Valley Transit Authority (“Authority”), a public transit agency created by a Joint Powers Agreement between the County of Los Angeles, and the cities of Lancaster and Palmdale.

WHEREAS the Authority and NESHATI want to provide for the expeditious cost-effective resolution of any and all disputes of any kind and nature which may now, or in the past or in the future, exist between them;

WHEREAS the Authority and NESHATI want to use an expeditious cost effective means to avoid the delays and uncertainties of resolving disputes through the courts;

WHEREAS the Authority and NESHATI want to enter into an agreement for final and binding resolution of any disputes through the arbitration process;

NOW THEREFORE, in consideration of NESHATI being hired as EXECUTIVE DIRECTOR, the Authority and NESHATI agree to final and binding arbitration as follows:

**SCOPE OF THE AGREEMENT TO ARBITRATE**

1. The Authority and NESHATI agree to final and binding arbitration of any and all claims or disputes between the Authority and NESHATI, relating to the employment relationship, including but not limited to common law, breach of NESHATI’s Employment Agreement with the Authority, Federal and/or State discrimination claims, claims for wrongful termination, claims for violation of any agreements and/or any Federal and/or State laws that NESHATI may assert against the Authority, except as to any workers’ compensation claim, other than a workers’ compensation claim arising under Labor Code section 132a and under Labor Code section 4553. The Authority and NESHATI knowingly agree to waive the right to have any and all claims or disputes between the Authority and NESHATI decided by the courts rather than through the process of final and binding arbitration. Nothing contained herein, shall deprive NESHATI of the right to file a claim for discrimination and/or retaliation with the Equal Employment Opportunity Commission (EEOC) and/or the Department of Fair Employment and Housing (DFEH) or for the EEOC and/or the DFEH to engage in litigation on behalf of NESHATI to secure remedies under Title VII and/or California Code section 12940, *et seq*, before an administrative body and/or in a Court.

**DEFINITION OF THE TERM “AUTHORITY”**

2. The term “Authority” includes, but is not limited to any present or former employees, officers, directors, managers and/or supervisors, benefit plan administrators, sponsors, and/or fiduciaries in their capacities as benefit plan administrators and as individuals, and any agents of Authority. The term “Authority” shall be further defined to include the County of Los Angeles, and the cities of Lancaster and Palmdale.

## **AGREEMENT TO COVER ALL PAST, PRESENT, AND FUTURE DISPUTES**

3. This Agreement to Arbitrate shall cover all disputes between the Authority and NESHATI that may have arisen prior to and after the date of execution of the Agreement to Arbitrate.

## **EXERCISING THE RIGHT TO ARBITRATE-NOTICE BY NESHATI TO ARBITRATE BY SERVICE OF A COMPLAINT AND BY AUTHORITY BY SERVICE OF A COMPLAINT OR CROSS COMPLAINT**

4. NESHATI may exercise the right to arbitrate any dispute with Authority by serving Complaint, within the applicable statute of limitations for any legal claim or claims on the Authority in the manner provided for service of process in California Courts. The Complaint shall set forth NESHATI's factual and legal basis and all causes of action NESHATI claims to have against the Authority, and a request for relief. The Authority may respond to the Complaint by an Answer filed 30 days after service and/or by a Demurrer and Motion to Strike in accordance with applicable California law. Any dispute as to the sufficiency of the pleading shall be resolved by the Arbitrator, once he or she is selected. The Authority may exercise the right to arbitrate any dispute with NESHATI by serving a Complaint or Cross Complaint, within the applicable statute of limitations, for any legal claim or claims on NESHATI in the manner provided for service of process in California Courts. The Complaint or Cross Complaint shall set forth the Authority's factual and legal basis and all causes of action Authority claims to have against NESHATI, and a request for relief. NESHATI's and/or Authority's failure to serve him, his or its Complaint and/or Cross Complaint within the applicable time limit prescribed by law for each cause of action alleged shall constitute a complete waiver of the claim and/or claims and the right to arbitrate and or to file such claim and/or claims in any court of law.

## **SELECTION OF THE ARBITRATOR**

5. The arbitration will be heard by a neutral arbitrator. Upon service of NESHATI's Complaint on the Authority that shall serve as a notice to arbitrate and/or the service on NESHATI of a Cross Complaint, the Authority shall immediately request a list of nine (9) arbitrators from the American Arbitration Association (hereinafter referred to as "AAA") who are experienced and qualified in hearing and deciding employment related disputes. Any fee charged by the AAA for securing the list of arbitrators shall be solely borne by the Authority. Within fourteen (14) calendar days of receipt of the list from the AAA, the parties or their respective representatives shall confer with each other to select an acceptable arbitrator to decide the dispute and/or disputes.

The parties may agree to select an arbitrator who is mutually agreeable whose name is not on the list received from the AAA. If the parties are unable to agree to a single arbitrator to hear the dispute and/or disputes, the single arbitrator to hear the dispute and/or disputes shall be selected by the parties alternately striking the names of arbitrators from the list of arbitrators provided by the AAA. NESHATI shall have the right to strike first from the list of arbitrators. The name of the arbitrator who remains on the list after each party has stricken four names shall be the arbitrator who shall hear the dispute or disputes between the parties.

## **RULES FOR GOVERNING THE CONDUCT OF THE ARBITRATION**

6. The arbitrator shall conduct the arbitration under the AAA Employment Dispute Resolution Rules. However, the parties shall have the same rights they would if NESHATI had filed his claim in California Superior Court to request the production of documents and witnesses. The Arbitrator is empowered to enforce the rights of the Authority and NESHATI to secure the production of documents and witnesses. The Authority and NESHATI are entitled to such pre-trial discovery as the Arbitrator deems is just and proper to a fair resolution of the dispute and shall be guided by the California Discovery Act and law applicable for discovery in civil cases before the California Superior Court. The Arbitrator shall exercise the power to render interim decisions prior to trial on matters of pre-trial discovery; on the sufficiency of the pleadings to state cause and or causes of action recognized under the laws of the State of California and federal law; to determine motions for summary judgment and such other motions as are necessary to a fair and just resolution of the dispute and/or disputes between the Authority and NESHATI. The Arbitrator shall use the applicable legal standards under California law in the granting and or denial of any demurrers, motions to strike, judgment on the pleadings, motion and/or motions for summary judgment.
7. Should there be any conflict between the AAA Employment Dispute Resolution Rules and the Agreement to Arbitrate (“Agreement”) the Agreement shall govern. The Arbitrator shall use the California Rules of Evidence to conduct the arbitration hearing, so far as practicable. The Arbitrator shall have the authority to admit evidence that in the interest of justice the Arbitrator believes is trustworthy and probative, even if such evidence would not be otherwise admissible under the California Evidence Code. The Arbitrator shall have the authority to hear and to rule on all pretrial motions, which shall be incorporated into the Arbitrator’s Final Written Award and shall be appealable under the Code of Civil Procedure of California on the same basis as any other award of an Arbitrator. The Arbitrator shall use applicable California statutory and case law precedent in rendering and resolving disputes and making arbitration awards under the terms of the Agreement to Arbitrate.

## **PAYMENT OF THE ARBITRATOR’S FEES AND COSTS AND SETTING THE DATE, TIME, AND PLACE OF THE ARBITRATION; CASE MANAGEMENT CONFERENCES; AND MOTION CONFERENCES**

8. The fee for the Arbitrator shall be solely paid by the Authority. Each party shall bear its own attorneys’ fees, witness fees, and other costs. The parties shall mutually agree with the Arbitrator on the date and time for the arbitration to be conducted. In the event that the parties are unable to mutually agree to the date and time for the arbitration to be conducted, the Arbitrator shall determine the date and time of the arbitration. The Arbitrator shall set a date for the arbitration no less than twelve (12) calendar months from the date of the Complaint, and shall give notice of the hearing by serving a copy of the notice by certified mail addressed to the Authority at 42210 6TH Street West, Lancaster, CA 93534 and NESHATI at 43114 30<sup>th</sup> Street West, Apt. 209, Lancaster, CA. 93536. A transcript of the proceedings shall be taken by a certified court reporter. Each party shall be allowed to pay for and to obtain a copy of the written transcript of all proceedings. Within thirty (30) calendar days of the Arbitrator’s selection, the Arbitrator shall conduct a case management meeting to anticipate and resolve pretrial discovery issues, establish a discovery cut-off date and to schedule motion hearings and briefing schedules on motions and a trial date. The parties by mutual agreement in writing may permit the Arbitrator to conduct the meeting

within no more than sixty (60) days after his or her selection. The case management conference and/or motion conferences may be held by telephone or in person, as determined by the Arbitrator. The Arbitrator shall have the authority to schedule additional case management and/or motion conferences and/or hearings. The Arbitrator shall schedule a final case management and/or motion conference no less than ten (10) days before the first day of hearing for the purpose of presentation of a joint list of exhibits and witnesses, ruling on any motions and discussing any matters necessary to an orderly trial of the case. The parties shall file any motion for summary judgment and/or summary adjudication of issues in sufficient time for the matter to be heard and decided by the Arbitrator before trial. The arbitration hearing shall be conducted at the headquarters of the Authority located at, 42210 6th Street West, Lancaster, CA 93534 unless the parties agree in writing to conduct the arbitration at another location.

**AUTHORITY OF THE ARBITRATOR IN RENDERING A DECISION; LEGAL STANDARDS TO BE USED BY THE ARBITRATOR; TIME DEADLINE FOR ISSUANCE OF DECISION**

9. The Arbitrator shall have exclusive authority to resolve any dispute and/or disputes between the parties, including those relating to the interpretation, applicability, or enforceability of the Agreement to Arbitrate. The Arbitrator shall have the power to award damages against any party and to make an award granting such further relief as he/she deems just, proper, and equitable. The Arbitrator is required by the Agreement to Arbitrate to use the standards set forth in applicable California statutory and case law in determining whether any party has met his or her burden of proof. In the case of the Arbitrator determining whether the Authority has taken any employment related action against NEShati on any unlawful basis and/or in violation of the federal and/or state antidiscrimination laws, the applicable standard shall be whether or not the employment related action was taken against NEShati by the Authority for legitimate nondiscriminatory business reasons. Any relief that would otherwise be available in a court of law will be available in arbitration. The Arbitrator's decision shall be in writing with findings of fact and conclusions of law sufficient for a court to review the decision under the California law applicable to review of arbitration awards and must be issued within sixty (60) calendar days after the close of the hearing, unless the parties mutually agree in writing to extend the deadline for issuance of the decision.

**RIGHT TO REPRESENTATION**

10. Each party may be represented throughout the arbitration proceedings by counsel of its own choosing.

**RIGHT TO PRE-HEARING DISCOVERY**

11. Each party shall have the right to pre-hearing discovery to the same extent as permitted for civil cases under California law. This means that the parties shall each have the right to secure documentary evidence and witness testimony through depositions as if they were proceeding under the California Discovery Act. The Arbitrator shall have the power to resolve any pre-hearing discovery disputes in the same manner as if the Arbitrator were sitting as a Superior Court judge. The decision of the arbitrator on any pre-hearing discovery dispute shall be final and binding on the parties.

## **FINAL AND BINDING AWARD OF ARBITRATOR ENFORCEABLE IN COURT**

12. Any award issued by an arbitrator pursuant to the Agreement to Arbitrate shall be final and binding and enforceable in a court of competent jurisdiction.

## **OPPORTUNITY TO HAVE THE AGREEMENT REVIEWED BY AN ATTORNEY**

13. The Authority and NESHATI agree that they have had an opportunity to review the agreement and its legal implications with an attorney. The Authority and NESHATI represent to each other that each understands the legal effect of entering into the Agreement to Arbitrate all past, present, and future disputes that they may have with each other.

## **CONTAINMENT OF ENTIRE AGREEMENT**

14. The agreement supersedes any and all other agreements regarding the resolution of any dispute that might arise between the Authority and NESHATI regarding employment related matters, either verbal or in writing, unless specifically stated to the contrary in a written agreement between the parties, and constitutes the sole, entire, and complete agreement between the parties.

## **PARTIAL INVALIDITY, CAPTIONS, AND PARAGRAPH HEADINGS**

15. If any provision of the agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way. The captions and paragraph headings used herein are for convenience only, are not a part of the agreement, and shall not be used in interpreting and/or construing the agreement.

## **LAW GOVERNING AGREEMENT**

16. The agreement shall be governed by and construed in accordance with the laws of the State of California.

## **NOTICES GIVEN BY A PARTY**

17. Written notices to be given under the agreement, unless required to be served in the manner provided by the California laws governing service of process, shall be sent by Certified Mail, Return Receipt Requested, to NESHATI at \_\_\_\_\_ and to the Authority attention: Chairman of the Board of Directors at 42210 6th Street West, Lancaster, CA 93534.

**SO AGREED TO ON THE DATE BELOW:**

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Marvin Crist, Chairman  
Antelope Valley Transit Authority

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
MACY NESHATI, EXECUTIVE DIRECTOR  
Antelope Valley Transit Authority

DRAFT