



Regular Meeting of the Board of Directors

10:00 a.m.

Tuesday, June 25, 2013

Antelope Valley Transit Authority Board Room
42210 6th Street West, Lancaster, California
www.avta.com

AGENDA

For record keeping purposes, and in the event that staff may need to contact you, we request that a speaker card, located at the Board Room entrance, be completed and deposited with the AVTA Clerk of the Board. This will then become public information. Please note that you are not required to complete this form or to state your name in order 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) 729-2258 at least 72 hours prior to the scheduled Board of Directors meeting.

Limited English Proficiency (LEP) persons, if you require translation services, please contact the Clerk of the Board at (661) 729-2258 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 Norm Hickling, Vice Chairman Marvin Crist, Director Tom Lackey, Director Steve Hofbauer, Director Dianne Knippel and Director Sandra Johnson

APPROVAL OF AGENDA

PUBLIC BUSINESS FROM THE FLOOR:

If you wish to address the AVTA Board on any agenda item but are unable to stay until the item is called, your comments may be made at this time. Please give your completed Speaker Card (available as you enter the Board Room) to the Clerk of the Board. Speaking clearly, state and spell your name for the record. Each speaker is limited to three (3) minutes.

MISCELLANEOUS BUSINESS – NON-AGENDA ITEMS:

This portion of the meeting allows the public the opportunity to address the Board of Directors of the Antelope Valley Transit Authority on non-agenda items that are within the Board's subject matter jurisdiction. **State law generally prohibits the Board of Directors from taking action on or discussing non-agenda items.** Your matter will be referred to the Authority's Executive Director for follow-up. Individual speakers are limited to three (3) minutes each.

SPECIAL REPORTS and PRESENTATIONS:

During this portion of the meeting, staff will present information that would not normally be 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. **These items are for discussion purposes only and do not require Board action.**

SRP 1 Recognition of Outgoing Director Ken Mann

SRP 2 Presentation of Veolia Operator of the Month for May 2013 – Hector Fuentes, Veolia Transportation

SRP 3 June 2013 Legislative Update – Judy Vaccaro/Wendy Williams

CONSENT CALENDAR: The Consent Calendar may be acted upon with one motion, a second and the vote.

CC 1 Board of Directors Meeting Minutes for May 28, 2013 – Karen Darr

CC 2 Financial Reports for June 2013 – Colby Konisek

CC 3 FY13 Key Performance Indicators Report for April 2013 – Dieter Aragon

CC 4 Amendment #4 to Contract #2012-010 with Moore and Associates for Mobility Management Services – Wendy Williams

CC 5 Hybrid Bus Fuel Savings – Len Engel

CC 6 FY14 Investment Policy and Local Agency Investment Fund (LAIF) Update – Colby Konisek

CC 7 Transit Mutual Assistance Compact (Transmac) – Len Engel

NEW BUSINESS:

NB 1 Election of FY14 Board Officers – D. Craig Fox

NB 2 Renew Memorandum of Understanding with City of Palmdale for Bus Stop Maintenance – Lyle Block

NB 3 Award Contract #2013-001 to Avail Technologies for an Intelligent Transportation System (ITS) – Len Engel

NB 4 Award Contract #2013-022 to Vinsa, Inc for Insurance Broker of Record and FY14 Insurance Policies – Lyle Block

OLD BUSINESS:

OB 1 Approval of Final FY14 Business Plan and Short Range Transit Plan – Colby Konisek

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

CS 1 Public Employment (G.C. section 54957)
Title: General Counsel to AVTA

CS 2 Conference with Labor Negotiator (G. C. section 54957.6)
Authority Negotiator: Norman L. Hickling, Board Chairman
Unrepresented (potential) employee: General Counsel to AVTA

CS 3 Public Employee Performance Evaluation (G.C. section 54957(b))
Title: Executive Director.

CS 4 Conference with Labor Negotiator (G.C. section 54957.6)
Authority Negotiator: Norman L. Hickling, Board Chairman
Unrepresented Employee: Executive Director

CS 5 Conference with Legal Counsel- Existing Litigation
G.C. section 54956.9(d)(1) and (4)
People v. Jorge: Case no. BA405021
People v. Floyd: Case no. BA405021

RECESS TO CLOSED SESSION

RECONVENE TO PUBLIC SESSION

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

REPORTS AND ANNOUNCEMENTS:

RA 1 Executive Director's Report

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 for follow-up.

ADJOURNMENT:

Adjourn to the Special Meeting of the Board of Directors on July 17, 2013 at 10:00 a.m. in the Antelope Valley Transit Authority Board Room, 42210 6th Street West, Lancaster, California.

The Agenda was posted by 5:00 p.m. on June 20, 2013 at the entrance to the Antelope Valley Transit Authority, 42210 6th St. 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. Additionally, 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 also on file in the Office of the Executive Director. These documents are available for public inspection during regular business hours at the Customer Service window of the AVTA located at 42210 6th Street West, Lancaster or by contacting the Clerk of the Board at (661) 729-2258.

DATE: June 25, 2013
TO: BOARD OF DIRECTORS
SUBJECT: June 2013 Legislative Update

RECOMMENDATION

That the Board of Directors receive and file an update on state and federal legislation.

FISCAL IMPACT

This program has no direct budgetary impact.

BACKGROUND

The 2013 Legislative Principles were adopted at the January 2013 Board meeting. These Principles include broad guidelines to help focus AVTA's legislative strategies and proposals. They are designed to provide flexibility to guide staff in responding to legislative issues that may arise during the course of the year, such as raids on transit funds and responses to proposed legislative requirements.

FEDERAL LEGISLATIVE UPDATE

Department of Homeland Security: On June 6, by a vote of 245-182, the House of Representatives passed the Department of Homeland Security Appropriations Act for federal fiscal year (FFY) 2014. Included in the bill is an amendment that ensures at least \$97.5 million will be available within the Federal Emergency Management Administration's (FEMA) State and Local Grants account for rail and public transportation security grants in FFY14 – a level equal to that provided in FFY13. The appropriations bill as originally drafted provided a broad allocation for all State and Local Grants, but did not specify a level of funding for the Transit Security Grant Program (TSGP). This grant funding enables transit agencies to address capital transit security improvements, as the TSGP is the public transportation industry's primary funding source for covering capital security costs. AVTA has used this grant in the past for the facility perimeter fencing project, security-related portions of Phase II construction, and the Security Emergency Preparedness project.

TIGER Grants: In response to the most recent call for TIGER funding, the U.S. Department of Transportation has received 568 applications totaling \$9 billion – nearly 20 times the \$474 million Congress appropriated for the program in this funding cycle. As with previous rounds of TIGER, funds for the FY 2013 TIGER program are to be awarded on a competitive basis for projects that will have a significant impact on the

nation, a metropolitan area or a region. With the reduction of capital funding nationwide, it is no surprise the need far exceeds the funding availability.

Continuation of Federal Funding Options: As Congress prepares to authorize the next highway and transit bill after SAFETEA-LU, there is extensive conversation about how to boost highway funding, especially against a backdrop of some major infrastructure failures, such as last month's collapse of a bridge in Washington state and the Metro-North rail crash in Connecticut. The Highway Trust Fund will run dry by 2015, so a funding overhaul will be the key ingredient to the next bill. There are pros and cons surrounding current funding ideas such as (1) boosting the gas tax, (2) implementing a vehicle miles traveled (VMT) tax, (3) tapping oil and natural gas drilling royalties, and (4) relying on more transfers from the General Fund. At 18.4 cents a gallon, the federal gas tax collected at the pump hasn't been increased for 20 years, and many believe that raising it in a tax-averse Congress is impossible. Others argue that even if the votes could be mustered for a gas tax increase, it would bring in less money in the out-years with the advent of more fuel-efficient cars and an overall reduction in driving. Some believe that better idea is to charge drivers based on how much they drive, or a VMT tax, but others see serious privacy issues in tracking nationwide the location of America's drivers. Expanding drilling off shore and in the Arctic National Wildlife Refuge (ANWR) likewise has its political supporters and opponents, but a major red flag was raised recently with this idea when the Congressional Budget Office (CBO) threw cold water on how much revenue could actually be generated on ANWR, offshore oil drilling and oil shale exploration, and the amount was far short of the billions of dollars needed. Finally, continuing reliance on the General Fund (which was tapped for SAFETEA-LU) is subject to "bailout fatigue" and also a concern that continued reliance on the General Fund could result in transportation losing its Trust Fund status (guaranteed funding) and becoming part of the annual appropriations process which sees funding swings from year to year.

Earmarks: With major infrastructure authorization efforts looming, the House's three-year-old ban on earmarks may be put to the test in the coming weeks. The House T & I Committee is currently writing its Water Resources and Development Act (WRDA) legislation which will reauthorize the nation's flood control, navigation and environmental restoration programs. And the T & I Chairman Shuster reiterated again this week that earmarks should be revisited. He said he is concerned that the Senate-passed WRDA bill (S. 601) cedes too much power to the Army Corps of Engineers. The effort to write the water bill is highlighting the dilemma of the earmark ban, which sounds good politically, but which deprives Members of Congress of their Constitutionally mandated power of the purse and which grants total authority to Executive Branch personnel who it can be argued are not as familiar with the needs of communities across the country as are their elected representatives. The Chairman of the T & I subcommittee focusing on water resources, Bob Gibbs (R-OH) reiterated Shuster's concern about ceding too much legislative authority to the executive branch. He said this may result in a program skewed more toward environmental mitigation projects, rather than critical job-producing port maintenance and expansion projects. It is unclear whether House leadership is contemplating relaxing the earmark ban, but the challenges faced in the rewrite of the WRDA bill over the coming weeks could lay some important groundwork for the subsequent reauthorization of highway and transit programs.

STATE LEGISLATIVE UPDATE

Assembly Bill 574 (Lowenthal), the Transportation Coalition for Livable Communities bill regarding investment of Cap and Trade funds was held over on May 27 by the Assembly Appropriations Committee. This effectively stops the bill from moving forward until the next legislative cycle in January 2014. A number of similar Cap and Trade bills were also held. The fact that these bills were held in committee reflects the legislature's desire to let the issue play out in the budget.

Currently, the Assembly Budget Subcommittee has recommended that the loan of Cap and Trade revenues to the general fund be reduced from the Governor's proposal of \$500 million to \$400 million. The recommendation calls for the remaining \$100 million to be reinvested into greenhouse gas reduction programs as was originally intended.

Assembly Bill 160 (Alejo), which would effectively exempt transit labor from provisions of the Public Employee Pension Reform Act (PEPRA), was amended in the Assembly Appropriations Committee to include an urgency clause. This amendment means the bill is no longer subject to normal legislative deadlines and can be taken up at any time during the current legislative year.

The union contends that provisions of PEPRA violate certain employee rights addressed in federal transit law, commonly known as 13c protections. The U.S. Department of Labor (USDOL) is currently reviewing these objections. These objections specifically request that the USDOL decertify grants otherwise scheduled to flow to California transit agencies from the Federal Transit Administration (FTA) until a solution can be found. Since these filings, tens of millions of dollars in FTA grants have been put on hold by the USDOL. Transit service levels and jobs are currently threatened by the withholding of federal funds. The Antelope Valley Transit Authority and other agencies that contract for service are not impacted as we do not negotiate directly with our contractor's union labor.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Grants Administrator

Julie M. Austin
Executive Director

Wendy L. Williams
Marketing Manager

Attachment: State Legislative Matrix

ATTACHMENT

2013 Transit-Related State Legislation

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
AB 8 Perea (D)	Alternative Fuel and Vehicle Technologies: Funding Programs	Existing law establishes the Alternative and Renewable Fuel and Vehicle Technology Program, administered by the State Energy Resources Conservation and Development Commission to provide, upon appropriation by the Legislature, grants, loans, loan guarantees, revolving loans, or other appropriate measures, for the development and deployment of innovative technologies that would transform California's fuel and vehicle types to the Legislative Principle attain the state's climate change goals. AB 8 and SB 11 extend alternative fuel incentive programs including the Carl Moyer and AB 118 programs. These programs, which have been funded by tire fees, DMV registration fees, smog abatement fees, and vehicle plate fees, have provided funds for various projects to increase the usage of alternative fuels and the Legislative Principle with the expansion of alternative fuel infrastructure.	. Referred to Appropriations Passed from suspense file Yes 11 No 3 Read second time. Ordered to a third reading	5/24/13		Support	Support

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
AB 25 Campos (D)	Amend Labor Code, Relating to Employment and Social Media:	Existing law prohibits a private employer from requiring or requesting an employee or applicant to disclose a username or password for the purpose of accessing personal social media, or to divulge any personal social media. Existing law prohibits a private employer from discharging, disciplining, or threatening to discharge for not complying with a request or demand that violates these provisions. This bill would apply the provisions described above to public employers. The bill would state that its provisions address a matter of statewide interest and apply to public employers generally, including charter cities and counties.	Referred to Committee on L& I.R.	5/29/13			

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
AB 160 Alejo, Luis (D)	California Public Employees' Pension Reform Act of 2013:	Assembly Bill 160 assumes public pension changes that took effect Jan. 1 violate a condition of mass transit federal grants requiring an agency to preserve whatever employees' collective bargaining rights are authorized in that state. This bill would exclude 20,000 local and regional mass transit workers statewide from the higher pension contributions and lower retirement benefits passed last year.	Re-referred to Appropriations Committee.	5/29/2013			
AB 179 Bocanegra (D)	Electronic Transit Fare Collection Systems: Disclosure of Personal Information	The bill would require transportation agencies that obtain personally identifiable information of a person from electronic toll collection or electronic transit fare collection systems to discard that information after 6 months.	Referred to committee on Transportation and Housing	6/06/13			

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
AB 574 Lowenthal (D)	California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: sustainable communities strategies	The bill establishes a program to fund sustainable communities strategies (developed pursuant to SB 375) as well as equivalent greenhouse gas (GHG) reducing strategies in rural areas, using cap and trade auction proceeds. The bill provides a statutory framework for implementing the sustainable communities allocations from cap and trade revenues, including key elements such as a per capita distribution of funds to California's regions, a competitive grant program guided by state policy objectives aligning with regional GHG reduction, and a performance-based approach to maximize investments. Additionally, the bill specifically includes funding for transit operations, maintenance, and infrastructure.	Failed to pass out of the Assembly Appropriations Committee before the deadline.	5/27/13	LEGISLATIVE PRINCIPLE: Increases transit funding.	Support	Support

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
AB 528 Lowenthal (D)	State Rail Plan	Makes a non-substantive change to existing law that requires the Department of Transportation to prepare a 10-year State Rail Plan biennially for submission to the Legislature, Governor, and specified entities. Streamlines procedures for High Speed Rail reporting.	Moved to Senate Passed through the Senate Transportation and Housing Committee Referred to Senate Appropriations Committee.	6/011/2013			
AB 863 Torres (D)	Transit Projects: Environmental Review Process	Authorizes the Department of Transportation to assume responsibilities for federal review and clearance under the National Environmental Policy Act for a transit project that is subject to the act. Provides that the state consents to the jurisdiction of the federal courts in that regard, and provides that the department may not assert immunity from suit under the U.S. Constitution with regard to actions brought relative to those responsibilities under federal law.	Failed Deadline Last Location was Transportation Committee	5/03/2013			

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
SB 11 Pavelly/Rubio	Alternative and Renewable Fuel and Vehicle Technology Program	Existing law establishes the Alternative and Renewable Fuel and Vehicle Technology Program, administered by the State Energy Resources Conservation and Development Commission to provide, upon appropriation by the Legislature, grants, loans, loan guarantees, revolving loans, or other appropriate measures, for the development and deployment of innovative technologies that would transform California's fuel and vehicle types to help the Legislative Principle attain the state's climate change goals. AB 8 and SB 11 extend alternative fuel incentive programs including the Carl Moyer and AB 118 programs. These programs, which have been funded by tire fees, DMV registration fees, smog abatement fees, and vehicle plate fees, have provided funds for various projects to increase the usage of alternative fuels and help the Legislative Principle with the expansion of alternative fuel infrastructure.	Sent to Assembly Read first time. Held at Desk	5/30/2013	LEGISLATIVE PRINCIPLE: Maintains existing funding for transit programs.	Support	Support

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
SB 110 Steinberg (D)	California Transportation Commission Guidelines	Existing law authorizes the CTC to adopt policy guidelines for various transportation programs, but provides little direction on how the adoption process should occur. Among the programs for which the CTC adopts guidelines are the State Transportation Improvement Program (STIP) and regional transportation planning processes. This bill exempts the CTC in adopting guidelines from the Administrative Procedures Act (APA). The APA establishes rulemaking procedures and standards for California's state agencies. It is designed to provide ample opportunity for public participation in the regulation adoption process, and to ensure that agencies adopt regulations that are clear, necessary, and legally valid.	Referred to Committee on Transportation and A. & A.R.	5/09/2013			

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
SB 230 Knight (R)	Local Transportation Funds: Performance Audits	Excludes principal and interest payments on all transit capital projects funded with Certificates of Participation (COPs) from being defined as an operating expense. Currently, lease payments for transit buses funded with COPs are already excluded. The Transportation Development Act (TDA) classifies these payments as an operating expense, thereby requiring transit agencies to increase fares to meet the TDA-required 20% farebox recovery ratio (20% of the operating costs of a public transportation agency must be met by ticket fare revenue). The increased operating expense does not reconcile with the actual transit services without an exorbitant fare increase to offset it.	Senate Transportation and Housing Committee Failed Deadline pursuant to Rule 61(a)(3).)	5/10/2013	LEGISLATIVE PRINCIPLE: Supports transit oriented development. Letters of support were sent previously.		
SB 232 Monning (R)	Private Employment and Public Transit Employees	Existing law requires a local government agency to give a 10% preference to any bidder on a service contract to provide public transit services who agrees to retain employees of the prior contractor or subcontractor for a period of not less than 90 days, as specified. This bill would expand these provisions to require a state agency to also give a 10% preference to any bidder under these provisions.	Referred to Com. on L. & E.	6/10/2013			

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
SB 469 Corbett (D)	Preference for In State Contracts to Purchase Public Transit Vehicles	Existing law establishes various bidding requirements for local agencies entering into construction contracts. This bill would have required a local authority awarding a procurement contract for the purchase of a public transit vehicle to give a 10 percent preference to any bidder that agrees that all vehicles to be purchased under the contract are to be manufactured within the State of California. This bill would also state that this is an issue of statewide concern.	Senate Transportation and Housing Committee Failed Deadline pursuant to Rule 61(a)(3).	5/10/2013			
SB 628 Beall (D)	Infrastructure Financing	Eliminates the requirement of voter approval for the adoption of an infrastructure financing plan, the creation of an infrastructure financing district, and the issuance of bonds with respect to a transit priority project. Requires 25% of the revenue to be dedicated toward increasing, improving, and preserving the supply of lower and moderate-income housing. Provides that income level for continued occupancy. Relates to the approval of such districts and its ability to issue bonds.	Referred to Committees on L. GOV. and H. & C.D.	6/03/2013	LEGISLATIVE PRINCIPLE: Supports transit oriented development.		

BILL AUTHOR NUMBER	TOPIC	SUMMARY	STATUS	DATE	AVTA POSITION	CTA POSITION	FOOTHILL POSITION
Senate Constitutional Amendment 4 Liu	Local Government Transportation Projects: Special Taxes: Voter Approval:	This measure would provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of 55% of its voters voting on the proposition. It is basically duplicate legislation to that of SCA 8 in the column below.	Re-referred to Senate Committee on Transportation and Housing	5/29/2013	LEGISLATIVE PRINCIPLE: May increase transit funding.	Support	Support
Senate Constitutional Amendment 8 Corbett	Transportation Projects: Special Taxes Voter Approval	Existing law under the California Constitution requires the approval of 2/3 of the voters of the city, county, or special district voting on any new or increase of an existing tax. Senate Constitutional Amendment 8 lowers the vote threshold for local agencies imposing, extending, or increasing a special tax to fund local transportation projects within their jurisdiction to 55%. The measure also makes conforming changes to the Constitution. SCA 8 additionally requires a local agency that previously imposed a tax under a 2/3 vote from to first complete capital projects funded by that tax before spending proceeds from a tax approved by 55% of voters.	Re-referred to Senate Committee on Transportation and Housing	5/29/2013	LEGISLATIVE PRINCIPLE: May increase transit funding.	Support	Support



Regular Meeting of the Board of Directors

10:00 a.m.

Tuesday, May 28, 2013

Antelope Valley Transit Authority Board Room
42210 6th Street West, Lancaster, California
www.avta.com

UNOFFICIAL MINUTES

CALL TO ORDER

Chairman Hickling called the meeting to order at 10:11 a.m.

PLEDGE OF ALLEGIANCE

Vice Chairman Marvin Crist led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Norm Hickling
Vice Chairman Marvin Crist
Director Dianne Knippel
Director Sandra Johnson

Absent

Director Tom Lackey
Director Steve Hofbauer

APPROVAL OF AGENDA

Motion: Approve the agenda as comprised.

Moved by Vice Chairman Crist, seconded by Director Johnson

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Knippel and Johnson

Nays: None

Abstain: None

Absent: Directors Lackey and Hofbauer

General Counsel (GC) D. Craig Fox requested the following Brown Act language be added to Closed Session (CS) Item 2 in order to conduct salary negotiations of the terms of Executive Director Julie Austin's contract in addition to her performance evaluation:

CC 2 Conference with Labor Negotiator (G.C. section 54957.6)
Authority Negotiator: Norman L. Hickling, Board Chairman
Unrepresented employee: Executive Director

GC Fox requested that this item be added under a provision of the Brown Act because:
1) After the posting of the agenda, he became aware that in addition to Executive Director Austin's evaluation, the terms of her contract should also involve negotiation and
2) Executive Director Austin's contract anniversary was May 2; therefore, there is a need to take immediate action to permit negotiation of contract terms without additional delay and possible accrual of back pay and/or benefits.

In compliance with the Brown Act, the Board, by unanimous vote, agreed with the foregoing, thus allowing the additional item (Conference with Labor Negotiator) to be added to CS Item 2.

Because there was no City of Palmdale Board representation at the meeting, Vice Chairman Crist requested that a Palmdale Transit Advisory Committee (TAC) Member attend the discussion for CS Item 2. GC Fox recommended against this because there could be a potential legal issue if someone other than an appointed Board Member participated in the discussion. Chairman Hickling suggested having a Palmdale Board member participate via telephone. GC Fox stated that there is a Brown Act requirement regarding the location of the participating member. GC Fox inquired if a TAC Member would normally have the responsibility to address the evaluation and salary of the Executive Director; the member could participate if that is the case. However, if the TAC Member is participating as an Alternate Board Member, it could create a problem that leads to a legal challenge.

Chairman Hickling recommended discussing CS Item 2 at the June 25, 2013 Board meeting. The Board unanimously agreed to discuss Executive Director Austin's evaluation and take action at the June 25 meeting.

PUBLIC BUSINESS FROM THE FLOOR:

There was no public business presented.

MISCELLANEOUS BUSINESS – NON-AGENDA ITEMS:

There were no miscellaneous business items presented.

SPECIAL REPORTS and PRESENTATIONS:

SRP 1 Presentation of Veolia Operator of the Month for April 2013

Veolia General Manager Hector Fuentes and Executive Director Julie Austin presented a plaque to Coach Operator Neqael Jones, Veolia Operator of the Month for April 2013.

SRP 2 Presentation to Presentation to Keith Walters Acknowledging his Retirement

Executive Director Julie Austin presented a plaque to Facilities Maintenance Technician Keith Walters who retired after eight years of employment with AVTA.

SRP 3 Metrolink Coordination and Mutual Interests Discussion

Metrolink Sales and Marketing Manager Mark Waier presented information regarding customer satisfaction survey results, security on the Antelope Valley line, the Bus Bridge and Transit Access Pass Program, TRANSporter Service, FY14 proposed fare and policy changes and fare evasion audit findings. The Board discussed the number of survey respondents and types of safety and security incidents. Staff will provide a copy of the power point presentation to the Board members.

SRP 4 2013 Legislative Update – Judy Vaccaro/Wendy Williams

Grants Administrator Judy Vaccaro-Fry presented the final federal apportionments for FY13, noting a reduction in the amount of projected 5337 State of Good Repair (fixed guideway) funds from original estimates. Marketing Manager Wendy Williams presented the state legislative update. The Board made no motion to support the recommended support positions for Assembly Bill 574, Assembly Bill 8, and Senate Bill 11. Ms. Williams added that there is no need to support Senate Bill 230 as the legislation died in the Senate Transportation Committee on May 10, 2013.

SRP 5 FY13 Third Quarter Key Performance Indicators Report (January 1 - March 31, 2013)

Senior Transit Analyst Dieter Aragon presented the report. The Board discussed the information included in the boardings and revenues chart and the correlation between the two. Chairman Hickling asked when the key performance indicator (KPI) targets are established. Mr. Aragon responded that the KPI targets are determined during the preparation of the proposed FY14 Business Plan.

SRP 6 FY13 Second Quarter Coach Operator Audit Results

Mr. Aragon presented the results of the FY13 second quarter audit. The Board discussed staff and Veolia Transportation's action plan to address the low rating that was given to coach operators who did not announce ADA stops.

The Board recessed for a break at 11:23 a.m. and reconvened at 11:30 a.m. The Board discussed Closed Session items before the Consent Calendar and New Business items.

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

General Counsel D. Craig Fox presented the items to be discussed in Closed Session.

CS 1 Conference with Legal Counsel - Existing Litigation
G.C. section 54956.9(d)(1) and (4)
People v. Jorge; Case no. BA405021

CS 2 Public Employee Performance Evaluation (California Government Code
Section 54957(b))
Title: Executive Director

RECESS TO CLOSED SESSION

Recess to Closed Session at 11:35 a.m.

RECONVENE TO PUBLIC SESSION

Reconvened to Public Session at 12:00 p.m.

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

General Counsel Fox stated that there was no reportable action on CS 1 or CS 2; however, a report was provided to the Board for CS 1.

Director Johnson was absent from the April 23, 2013 Board meeting and will abstain from voting on CC 1. Vice Chairman Crist requested to pull CC 1.

CONSENT CALENDAR:

CC 1 Board of Directors Meeting Minutes for April 23, 2013 – Karen Darr

Motion: Approve Consent Calendar Item 1.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (3-0-1-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Director Knippel

Nays: None

Abstain: Director Johnson

Absent: Directors Lackey and Hofbauer

CC 2 Financial Reports for May 2013 – Colby Konisek

CC 3 FY13 Third Quarter Capital Reserves Report (June 30, 2008 through March 31, 2013) – Colby Konisek

CC 4 FY13 Third Quarter Grant Status (January 1 - March 31, 2013) – Judy Vaccaro

CC 5 Renewal of Agreement with Los Angeles County Sheriff's Department (LASD) for Security Services – Reserve Unit – Candice Rudolph

Motion: Approve Consent Calendar Items 2-5.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Knippel and Johnson

Nays: None

Abstain: None

Absent: Directors Lackey and Hofbauer

NEW BUSINESS:

NB 1 Amendment #4 to Contract #2011-032 with Veolia Transportation for Customer Service Staffing

Ms. Williams presented the staff report. The Board discussed the previous number of call takers, historical data regarding missed calls, and utilizing existing staff to promote and monitor the vendor pass sales program.

Motion: Approve Amendment #4 to Contract #2011-032 with Veolia Transportation for customer service staffing.

Moved by Vice Chairman Crist, seconded by Director Johnson

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Knippel and Johnson

Nays: None

Abstain: None

Absent: Directors Lackey and Hofbauer

NB 2 Proposed Changes to AVTA Advertising Policy

Ms. Williams presented the staff report. The Board and General Counsel Fox discussed the changes to Section 3.4 – Prohibited Advertising Content and Section 3.6 – Vinyl Graphics:

3.4.3 Prohibited Products, Services and Activities. Any advertising that promotes or depicts the sale, rental, use of, or participation in, the following products, services or activities; or that uses brand names, trademarks slogans or other material that are identifiable with such products, services or activities, or content that otherwise promotes or constitutes any of the following:

- a) Tobacco
- b) Alcohol
- c) Adult /Mature Rated Films, Television or Video Games
- d) Adult Entertainment Facilities
- e) Adult Service
- f) Sexual and/or Excretory Subject Matter. Obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.
- g) False, Misleading or Defamatory Material
- h) Illegal Activity
- i) Copyright or Trademark Infringement
- j) Profanity and Violence
- k) Firearms
- l) Images, copy or concepts that are false and disparage the quality of services or products, or the reputation, of a business or public agency;
- ~~m) Images, copy or concepts that denigrate public transportation~~
- m) Images, copy or concepts that are racist, or that denigrate, demean, or discriminate against a specific ethnic, religious, cultural, or gender group;

- e) Content promoting, advertising or relating to any religious faith, organization or tenet.

3.6 Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from obscuring window surfaces on AVTA vehicles as follows:

Buses: ~~No more than 30% of the vehicle's total window surface, and~~ No more than 50% of the window surface of any bus side, may be covered by vinyl window graphics. (Note: this excludes the front window surface, which may not be covered in any manner along with the driver's side window the bus door windows and the head sign and curb sign.) All vinyl wraps must comply with Department of Transportation regulations.

Motion: Approve the proposed changes to the AVTA Advertising Policy, with the following modification: eliminating 3.4.3(m) and adding "or public agency" to 3.4.3(l).

Moved by Vice Chairman Crist, seconded by Director Johnson

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Knippel and Johnson

Nays: None

Abstain: None

Absent: Directors Lackey and Hofbauer

NB 3 Award Contract #2013-020 to R.C. Becker & Son, Inc. for Bus Stop Improvements in the City of Palmdale

Procurement Officer Lyle Block presented the staff report. The Board briefly discussed the firms that submitted bids.

Motion: Award Contract #2013-020 to R.C. Becker & Son, Inc. for bus stop improvements in the City of Palmdale.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Knippel and Johnson

Nays: None

Abstain: None

Absent: Directors Lackey and Hofbauer

- NB 4 Amended and Restated Bylaws – Creation of Finance Committee – Julie Austin/D. Craig Fox

Vice Chairman Crist requested the item be removed from consideration, and instead continuing to use the existing ad hoc executive committee to address finance issues. General Counsel Fox confirmed that the item can be removed from consideration without formal action by the Board; no vote required.

- NB 5 Approve Service Upgrade Agreement with Southern California Edison (SCE) for new facility transformer.

There was no discussion regarding this item.

Motion: Approve Service Upgrade Agreement with Southern California Edison (SCE) for the new facility transformer.

Moved by Vice Chairman Crist, seconded by Director Knippel

Vote: Motion carried (4-0-0-2)

Yeas: Chairman Hickling, Vice Chairman Crist, and Directors Knippel and Johnson

Nays: None

Abstain: None

Absent: Directors Lackey and Hofbauer

General Counsel Fox requested the Board convene to Closed Session to allow him to provide updated information regarding CS 1.

- CS 1 Conference with Legal Counsel - Existing Litigation
G.C. section 54956.9(d)(1) and (4)
People v. Jorge; Case no. BA405021

RECESS TO CLOSED SESSION

Recess to Closed Session at 12:21 p.m.

RECONVENE TO PUBLIC SESSION

Reconvened to Public Session at 12:25 p.m.

REPORTS AND ANNOUNCEMENTS:

RA 1 Executive Director's Report

The following information was provided:

- Ms. Austin presented the new AVTA website. She highlighted the travel training videos, Board of Directors information, and fares & maps. Chairman Hickling encouraged Marketing Manager/PIO Williams to invite citizens to navigate through the website and provide feedback.
- Board folders include upcoming travel for June and the rolling agenda.
- Congratulated Lyle Block on his upcoming nuptials.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

The Directors welcomed Director Sandra Johnson to the Board.

ADJOURNMENT:

Chairman Hickling adjourned the meeting at 12:32 p.m. to the Regular Meeting of the Board of Directors on June 25, 2013 at 10:00 a.m. in the Antelope Valley Transit Authority Board Room, 42210 6th Street West, Lancaster, California.

PASSED, APPROVED, and ADOPTED this 25th day of June, 2013.

Norman L. Hickling, Chairman

Julie M. Austin, Secretary

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 661/729-2258 to make arrangements to review a recording.

DATE: June 25, 2013
TO: BOARD OF DIRECTORS
SUBJECT: Financial Reports for June 2013

RECOMMENDATION

Receive and file the Treasurer's Report for the month ended April 30, 2013, the Payroll History Report for the three months ended May 31, 2013, and the Expenditure Report for the month ended May 31, 2013.

FISCAL IMPACT

Payroll: April payroll of \$182,430.16 represents a decrease of \$116.57 or 0.1% compared to the prior month's salary expense.

Expenditures: \$960,869.06

BACKGROUND

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Finance prepares the Treasurer's Report, Payroll History Report and Expenditure Report, and submits them to the Executive Director/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 exclusive of benefits, payroll taxes and service charges for the month of May is shown below:

Payroll Period	Amount	Journal #
04/21/13-05/04/13	\$ 91,876.75	PYPKT00425
05/05/13-05/18/13	\$ 90,553.41	PYPKT00427
Gross Payroll May 2013	\$ 182,430.16	

Total expenditures for May were \$961K. Large items included \$86K for purchased transportation (ALC invoice), \$465K for capital purchases and Phase II Construction, \$85K for IT software, and \$239K for fuel expense. The 961K expenditure total does not

include any payments to Veolia for March and April service, due to problems with their accounting system. Items listed above comprise 91.1% of total expenditures.

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

Register Date	Amount
05/01/13-05/31/13	\$960,869.06

As of April 2013, the total cash per the general ledger is \$18,751,942. After deducting restricted funds, the operating cash balance is \$10,984,027. Accounts receivable balances expected to be collected and converted to operating cash within 30 days are \$1,955,972; thus total expected cash available for operations in the next 30 days is \$12,939,999.

Coverage of the total is equal to 4.3 times the Authority's minimum cash balance target of \$3 million.

I, Julie M. Austin, Executive Director of AVTA, declare that attached reports are accurate and correct.

Prepared by:

Submitted by:

Colby Konisek
Director of Finance

Julie M. Austin
Executive Director/Treasurer

Attachment: A – Treasurer's Report for the Month Ended April 30, 2013
B – Payroll History Comparison Report (March - May, 2013)
C – Expenditure Report (May 1, 2013 - May 31, 2013)

ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report Addendum: Cash Flow Projection
Month Ended April 30, 2013

Descriptions	\$Subtotal	\$Total
BALANCE FROM TREASURER'S REPORT		18,751,942
<u>Less Restricted Funds</u>		
LAIF Fund Balance		(3,586,299)
B of A Capital Reserve		(1,218,407)
B of A Proposition 1B		(2,963,210)
OPERATING BANK ACCOUNTS BALANCE AT APRIL 30, 2013		10,984,027

ACCOUNTS RECEIVABLE AS OF APRIL 30, 2013
(Expected to be converted to cash in 30 days)

MTA Revenue	200,483	
Jurisdiction Contributions Operating	102,293	
Vendor Pass Sales	17,091	
Other Receivable - Access Service	55,403	
A/R Federal Funding draws	1,580,702	1,955,972

TOTAL OPERATING CASH AND ACCOUNTS RECEIVABLE	\$12,939,999
TOTAL OPERATING CASH MINIMUM TARGET:	\$3,000,000
Operating Cash Coverage of AVTA Minimum Target:	4.31

**ANTELOPE VALLEY TRANSIT AUTHORITY
PAYROLL HISTORY REPORT**

MARCH TO MAY, 2013

	Mar-13 TOTAL	Apr-13 TOTAL	May-13 TOTAL
<u>NUMBER OF CHECKS</u>	76	77	76
<u>EARNINGS</u>			
Regular Pay	\$ 167,430.24	\$ 164,068.86	\$ 163,088.37
Overtime Pay	2,372.41	745.67	540.09
Vacation Pay	3,971.63	8,878.93	9,756.94
Sick Pay	5,960.62	4,783.16	5,197.06
Holiday Pay			
Banked Pay			366.00
Floating Holiday Pay	568.44	1,135.86	1,163.70
Deferred Income 457	799.64	799.64	799.64
Retroactive Pay	401.80	468.61	1,518.36
Vacation cash out		1,666.00	
Final Compensation and Vacation Payout			
Bonus Pay			
TOTAL	\$ 181,504.78	\$ 182,546.73	\$ 182,430.16
Inc(Dec)-Current month over previous month		\$ 1,041.95	\$ (116.57)
% Inc(Dec)-Current month over previous month		0.6%	(0.1%)



Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
Vendor: 4 Imprint Inc				
5473	05/08/2013	4 Imprint Inc	24 hr Rush Service	\$ 40.00
5473	05/08/2013	4 Imprint Inc	Kona Mug-Colors-17 oz	\$ 1,007.74
5473	05/08/2013	4 Imprint Inc	Kona Mug Set-up Charge	\$ 55.00
5473	05/08/2013	4 Imprint Inc	Challenger Mug Set-up Charge	\$ 50.00
5473	05/08/2013	4 Imprint Inc	Challenger Mug- White 11 oz	\$ 287.70
5473	05/08/2013	4 Imprint Inc	Exhibitor Series Literature Display	\$ 184.85
Vendor 4 Imprint Inc Total:				\$ 1,625.29
Vendor: ad camp				
5474	05/08/2013	ad camp	AVC Kiosk Advertising May 6-June 4,2013	\$ 375.00
Vendor ad camp Total:				\$ 375.00
Vendor: American Heritage Life Ins.				
5475	05/08/2013	American Heritage Life Ins.	Employee Paid Extended Benefits, 4/2013	\$ 587.96
5541	05/22/2013	American Heritage Life Ins.	Employee Paid Extended Benefits, 5/13/13	\$ 587.96
Vendor American Heritage Life Ins. Total:				\$ 1,175.92
Vendor: American Logistics Company				
5525	05/16/2013	American Logistics Company	DAR Revenue- Wheelchair, April 2013	\$ (2,555.50)
5525	05/16/2013	American Logistics Company	DAR Revenue- Ambulatory, April 2013	\$ (5,141.00)
5525	05/16/2013	American Logistics Company	DAR Services- Wheelchair, April 2013	\$ 28,687.46
5525	05/16/2013	American Logistics Company	DAR - Ambulatory Services, April 2013	\$ 57,201.20
5525	05/16/2013	American Logistics Company	DAR- Coupon Charge, April 2013	\$ 2,133.00
Vendor American Logistics Company Total:				\$ 80,325.16
Vendor: Antelope Valley Free Classified				
5476	05/08/2013	Antelope Valley Free Classified	Transporter Advertising in AV Classified	\$ 400.00
Vendor Antelope Valley Free Classified Total:				\$ 400.00
Vendor: Anthem Blue Cross				
5477	05/08/2013	Anthem Blue Cross	Medical Insurance (EE Portion), 6/1/13--7/1/13	\$ 5,120.70
5477	05/08/2013	Anthem Blue Cross	Medical Insurance (ER Portion), 6/1/13--7/1/13	\$ 27,583.30
Vendor Anthem Blue Cross Total:				\$ 32,704.00
Vendor: Aramark Uniform Services				
5478	05/08/2013	Aramark Uniform Services	Uniform Services, 4/24/13	\$ 52.10
5526	05/16/2013	Aramark Uniform Services	Uniform Services, May 2013	\$ 52.10
5542	05/22/2013	Aramark Uniform Services	Uniform Upkeep, 5/15/13	\$ 52.10
5542	05/22/2013	Aramark Uniform Services	Uniform Upkeep, 5/22/13	\$ 52.10
5526	05/16/2013	Aramark Uniform Services	Uniform Services, 5/8/13	\$ 52.10
Vendor Aramark Uniform Services Total:				\$ 260.50
Vendor: Arrow Engineering-AESI				
5479	05/08/2013	Arrow Engineering-AESI	Bus Stop Improvements for 3/11/13 - 4/10/13	\$ 6,398.34
Vendor Arrow Engineering-AESI Total:				\$ 6,398.34
Vendor: At&T Calnet				
5480	05/08/2013	At&T Calnet	Phone/Fax, 3/20/13 - 4/19/13	\$ 748.41
Vendor At&T Calnet Total:				\$ 748.41
Vendor: AT&T Mobility				
5481	05/08/2013	AT&T Mobility	Cell Phones, 3/7/13 - 4/06/13	\$ 956.14
Vendor AT&T Mobility Total:				\$ 956.14
Vendor: AV Mail n More				
5482	05/08/2013	AV Mail n More	CPOS Reimbursement , 11/2012 - 2/2013	\$ 200.00
5482	05/08/2013	AV Mail n More	CPOS Reimbursement, March - April 2013	\$ 100.00
Vendor AV Mail n More Total:				\$ 300.00
Vendor: AV Press				
5483	05/08/2013	AV Press	Transporter Advertising, March 2013	\$ 1,695.00

Expense Report

Payment Dates: 5/1/2013 - 5/31/2013

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
5483	05/08/2013	AV Press	Advertisements, March 2013	\$ 850.00
5483	05/08/2013	AV Press	Transporter Advertising, April 2013	\$ 250.00
5483	05/08/2013	AV Press	Advertising, April 2013	\$ 1,815.00
5483	05/08/2013	AV Press	Ad for Classification and Compensation Study	\$ 326.70
5527	05/16/2013	AV Press	Recruitment Ad for Facilities Maint. Tech	\$ 302.82
Vendor AV Press Total:				\$ 5,239.52
Vendor: Brinks Incorporated				
5484	05/08/2013	Brinks Incorporated	Money Room Services, April 2013	\$ 472.25
5484	05/08/2013	Brinks Incorporated	Money Room Service, Supplement March 2013	\$ 26.76
5543	05/22/2013	Brinks Incorporated	Money Room Service, May 2013	\$ 467.11
5543	05/22/2013	Brinks Incorporated	Money Room Service, for April 2013	\$ 57.75
Vendor Brinks Incorporated Total:				\$ 1,023.87
Vendor: Burris Coffee & Pure Water Service				
5485	05/08/2013	Burris Coffee & Pure Water Service	Coffee & Pure Water Service, April 2013	\$ 242.45
Vendor Burris Coffee & Pure Water Service Total:				\$ 242.45
Vendor: Cal CPA				
5486	05/08/2013	Cal CPA	Cal CPA Membership- R. Fitzgibbons	\$ 65.00
Vendor Cal CPA Total:				\$ 65.00
Vendor: City of Lancaster				
5528	05/16/2013	City of Lancaster	Event Sponsorship-Poppy Festival with TRANSporter	\$ 3,500.00
5528	05/16/2013	City of Lancaster	Event Sponsorship	\$ 750.00
Vendor City of Lancaster Total:				\$ 4,250.00
Vendor: Complete Coach Works				
5529	05/16/2013	Complete Coach Works	Bus # 4739 Refurbish	\$ 146,848.38
5487	05/08/2013	Complete Coach Works	Commuter Coach Refurbishment, Bus 4736VIN1M8PDMPA	\$ 145,488.99
Vendor Complete Coach Works Total:				\$ 292,337.37
Vendor: Dell Marketing				
5488	05/08/2013	Dell Marketing	Dell C376X Cyan Toner Cartridge	\$ 264.04
5488	05/08/2013	Dell Marketing	Dell C376X Imaging Drum Kit	\$ 155.31
5488	05/08/2013	Dell Marketing	Dell C376X Waste Toner Container	\$ 20.70
5488	05/08/2013	Dell Marketing	Dell C376X Black Toner Cartridge	\$ 419.34
5488	05/08/2013	Dell Marketing	Dell C376X Fuser	\$ 140.82
5488	05/08/2013	Dell Marketing	Dell C376X Magenta Toner Cartridge	\$ 264.04
5488	05/08/2013	Dell Marketing	Dell C376X Yellow Toner Cartridge	\$ 264.04
5488	05/08/2013	Dell Marketing	Dell Optiplex 7010 USFF Mounting Brackets	\$ 114.43
5530	05/16/2013	Dell Marketing	Dell Optiplex 7010 Ultra-Small Form Factor	\$ 6,230.69
Vendor Dell Marketing Total:				\$ 7,873.41
Vendor: Employment Screening Resources				
5544	05/22/2013	Employment Screening Resources	Back Ground Check, 5/22/13	\$ 67.10
Vendor Employment Screening Resources Total:				\$ 67.10
Vendor: Evault Inc				
5545	05/22/2013	Evault Inc	Evault Saas Offsite Storage	\$ 8,316.00
5545	05/22/2013	Evault Inc	Express Recovery Appliance 200 2G	\$ 5,172.05
Vendor Evault Inc Total:				\$ 13,488.05
Vendor: Federal Express				
5546	05/22/2013	Federal Express	Shipping, 2/20/13	\$ 56.30
5546	05/22/2013	Federal Express	Shipping, 3/29/13	\$ 152.09
Vendor Federal Express Total:				\$ 208.39
Vendor: Fitzgibbons, Rong				
5531	05/16/2013	Fitzgibbons, Rong	Travel Reimb.- Tyler Connect Conference, Boston	\$ 112.30
Vendor Fitzgibbons, Rong Total:				\$ 112.30
Vendor: Flagship Fleet Management LLC				
5532	05/16/2013	Flagship Fleet Management LLC	Annual Support for Fleet Budget	\$ 100.00
5532	05/16/2013	Flagship Fleet Management LLC	Annual Support for Fleet Navigator	\$ 600.00
5532	05/16/2013	Flagship Fleet Management LLC	Annual Support for Fleet Dashboard	\$ 100.00
5532	05/16/2013	Flagship Fleet Management LLC	Annual Support for 2 Additional FltNavigator Users	\$ 200.00
5532	05/16/2013	Flagship Fleet Management LLC	Annual Support for Fleet Compass	\$ 600.00

Expense Report

Payment Dates: 5/1/2013 - 5/31/2013

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
5532	05/16/2013	Flagship Fleet Management LLC	Annual Support for 2 Additional FleetCompass Users	\$ 200.00
Vendor Flagship Fleet Management LLC Total:				\$ 1,800.00
Vendor: Grainger				
5489	05/08/2013	Grainger	Switch Short Hinge Roller Lever, 4/23/13	\$ 0.60
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 19.37
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 14.34
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 11.92
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 166.53
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 59.17
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 6.19
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 9.06
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 26.19
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 20.62
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 97.90
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 34.34
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 23.76
5489	05/08/2013	Grainger	Facility Maint. Supplies	\$ 34.34
5533	05/16/2013	Grainger	Coffee urn and carafes	\$ 240.54
5533	05/16/2013	Grainger	Coffee urn and carafes	\$ 281.76
Vendor Grainger Total:				\$ 1,046.63
Vendor: Hart Printers Inc.				
5491	05/08/2013	Hart Printers Inc.	Business Cards J. Austin	\$ 85.02
Vendor Hart Printers Inc. Total:				\$ 85.02
Vendor: High Desert Broadcasting				
5492	05/08/2013	High Desert Broadcasting	Radio Jingle ads	\$ 300.00
5492	05/08/2013	High Desert Broadcasting	Radio Jingle ads	\$ 290.00
5492	05/08/2013	High Desert Broadcasting	Radio Jingle ads	\$ 400.00
5492	05/08/2013	High Desert Broadcasting	Radio Jingle ads	\$ 400.00
5492	05/08/2013	High Desert Broadcasting	Radio Jingle ads	\$ 658.98
5547	05/22/2013	High Desert Broadcasting	Radio Jingle Ads	\$ 200.00
5547	05/22/2013	High Desert Broadcasting	Radio Jingle ads	\$ 200.00
5547	05/22/2013	High Desert Broadcasting	Radio Jingle ads	\$ 141.21
Vendor High Desert Broadcasting Total:				\$ 2,590.19
Vendor:				
5493	05/08/2013		Wage Garnishment, 4/21/13-5/4/13	\$ 246.46
5548	05/22/2013		Wage Garnishment, 5/5/13-5/18/13	\$ 246.46
Vendor Total:				\$ 492.92
Vendor: Home Depot Credit Services				
5494	05/08/2013	Home Depot Credit Services	Facility Maintenance supplies	\$ 48.41
5494	05/08/2013	Home Depot Credit Services	Parts for Electrical repair work	\$ 516.07
5494	05/08/2013	Home Depot Credit Services	Caution Tape & Fuel Tank Paint supplies	\$ 45.52
5494	05/08/2013	Home Depot Credit Services	Plumbing clips	\$ 17.95
5494	05/08/2013	Home Depot Credit Services	Picture hanging supplies	\$ 17.78
5494	05/08/2013	Home Depot Credit Services	Facilities maintenance repairs	\$ 58.05
5494	05/08/2013	Home Depot Credit Services	Door Repair Supplies	\$ 6.43
5494	05/08/2013	Home Depot Credit Services	Roadeo Supplies	\$ 23.09
5494	05/08/2013	Home Depot Credit Services	Roadeo Supplies	\$ 70.66
5494	05/08/2013	Home Depot Credit Services	Strap Ties	\$ 108.38
5494	05/08/2013	Home Depot Credit Services	Road Marking paint and supplies	\$ 78.43
Vendor Home Depot Credit Services Total:				\$ 990.77
Vendor: Insight- Public Sector				
5495	05/08/2013	Insight- Public Sector	Samsung Power Adapter	\$ 211.70
5495	05/08/2013	Insight- Public Sector	Zebra 4x2 TransMatte Label 2740 - Roll	\$ 104.42
Vendor Insight- Public Sector Total:				\$ 316.12
Vendor: Interior Plant Designs				
5534	05/16/2013	Interior Plant Designs	2' Dracaena marjenata	\$ 43.60
5534	05/16/2013	Interior Plant Designs	6'-7' replacement trees for CS lobby	\$ 381.50
5534	05/16/2013	Interior Plant Designs	10" diameter ceramic container	\$ 23.98

Expense Report

Payment Dates: 5/1/2013 - 5/31/2013

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
5534	05/16/2013	Interior Plant Designs	delivery and installation	\$ 90.00
5534	05/16/2013	Interior Plant Designs	planted wall pouches	\$ 109.00
5534	05/16/2013	Interior Plant Designs	upright table plant	\$ 23.98
5534	05/16/2013	Interior Plant Designs	8" diameter ceramic container	\$ 16.35
5534	05/16/2013	Interior Plant Designs	6'-7' tree	\$ 190.75
5534	05/16/2013	Interior Plant Designs	14" diameter ceramic container	\$ 74.12
5496	05/08/2013	Interior Plant Designs	Plant Services, 4/2013	\$ 185.00
5549	05/22/2013	Interior Plant Designs	Indoor Plant Services	\$ 185.00
Vendor Interior Plant Designs Total:				\$ 1,323.28
Vendor: Iron Mountain Records Mgmt Inc				
5535	05/16/2013	Iron Mountain Records Mgmt Inc	Paper Shredding Services, 3 /27/13 - 4/23/13	\$ 75.35
Vendor Iron Mountain Records Mgmt Inc Total:				\$ 75.35
Vendor: LA County Sheriff Dept				
5497	05/08/2013	LA County Sheriff Dept	LA County Sheriff's Security Ser., 3/04/13-3/30/13	\$ 7,774.48
Vendor LA County Sheriff Dept Total:				\$ 7,774.48
Vendor: Mar-Co Equipment Company				
5498	05/08/2013	Mar-Co Equipment Company	Sweeper/scrubber repair parts	\$ 136.25
5498	05/08/2013	Mar-Co Equipment Company	Sweeper/scrubber repair parts	\$ 411.17
5498	05/08/2013	Mar-Co Equipment Company	Sweeper/scrubber repair parts	\$ 1,491.12
5498	05/08/2013	Mar-Co Equipment Company	Sweeper/scrubber repair parts	\$ 76.30
Vendor Mar-Co Equipment Company Total:				\$ 2,114.84
Vendor: McMaster-Carr Supply Co.				
5499	05/08/2013	McMaster-Carr Supply Co.	Tire for Air-Ride Wheel, 4/24/13	\$ 35.42
5499	05/08/2013	McMaster-Carr Supply Co.	Tube with Straight Stem,4/24/13	\$ 13.91
Vendor McMaster-Carr Supply Co. Total:				\$ 49.33
Vendor: Mental Health America				
5500	05/08/2013	Mental Health America	CPOS Reimbursement Jan- Mar 2013	\$ 150.00
5500	05/08/2013	Mental Health America	CPOS Reimbursement Oct- Dec 2012	\$ 150.00
Vendor Mental Health America Total:				\$ 300.00
Vendor: Mobile Relay Associates				
5501	05/08/2013	Mobile Relay Associates	Airtime for the month of May 2013	\$ 999.60
Vendor Mobile Relay Associates Total:				\$ 999.60
Vendor: Palmdale Trophy				
5502	05/08/2013	Palmdale Trophy	Engraved Signage 1x10	\$ 52.32
5502	05/08/2013	Palmdale Trophy	Engraved Signage 2x10	\$ 52.32
5502	05/08/2013	Palmdale Trophy	JRS Wall Bracket	\$ 76.30
5502	05/08/2013	Palmdale Trophy	Plaque for Employee of the Quarter,4/22/13	\$ 45.34
5536	05/16/2013	Palmdale Trophy	Engraved Signage, 5/2/13	\$ 13.08
Vendor Palmdale Trophy Total:				\$ 239.36
Vendor: Penny Saver USA				
5503	05/08/2013	Penny Saver USA	Pennysaver ad for Pearblossom	\$ 84.67
5503	05/08/2013	Penny Saver USA	Pennysaver ad for Pearblossom	\$ 84.67
5537	05/16/2013	Penny Saver USA	Pennysaver ad for Pearblossom	\$ 84.45
5537	05/16/2013	Penny Saver USA	Pennysaver ad for Pearblossom	\$ 84.67
Vendor Penny Saver USA Total:				\$ 338.46
Vendor: Petty Cash				
5504	05/08/2013	Petty Cash	Passenger Refund-Local Transit	\$ 18.50
5504	05/08/2013	Petty Cash	W. Jones- PIHRA Meeting Fee	\$ 18.00
5504	05/08/2013	Petty Cash	V. McLaughlin- PIHRA Meeting Fee	\$ 25.00
5504	05/08/2013	Petty Cash	D. Cason- Food- quarterly all hands staff mtg	\$ 13.98
5504	05/08/2013	Petty Cash	J. Austin- Train Ticket Reimbursement (3 tickets)	\$ 39.75
Vendor Petty Cash Total:				\$ 115.23
Vendor: Pinnacle Petroleum Inc				
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 27,407.97
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 26,675.51
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 26,296.67
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 25,350.49

Expense Report

Payment Dates: 5/1/2013 - 5/31/2013

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 28,385.94
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 13,288.71
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 25,295.62
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 12,890.53
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 26,273.92
5505	05/08/2013	Pinnacle Petroleum Inc	Fuel, April 2013	\$ 27,331.17
Vendor Pinnacle Petroleum Inc Total:				\$ 239,196.53
Vendor: Richards, Watson & Gershon				
5506	05/08/2013	Richards, Watson & Gershon	General Counsel Service, March 2013	\$ 1,881.50
5506	05/08/2013	Richards, Watson & Gershon	Board Meeting Attendance , March 2013	\$ 1,182.50
Vendor Richards, Watson & Gershon Total:				\$ 3,064.00
Vendor: SHI- Software Hardware Integration				
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag BFGNMN1	\$ 755.84
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag FDTQLL1	\$ 1,417.04
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag CDTQLL1	\$ 1,417.04
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag 42BLCK1	\$ 929.49
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag DDTQLL1	\$ 1,417.04
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag 42BNCK1	\$ 929.49
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag 29QCK1	\$ 929.49
5507	05/08/2013	SHI- Software Hardware Integratio	Support for Service Tag 42BMCK1	\$ 929.49
Vendor SHI- Software Hardware Integration Total:				\$ 8,724.92
Vendor: SignWarehouse, Inc.				
5508	05/08/2013	SignWarehouse, Inc.	COR-PLAST 36 X 24 WHITE	\$ 47.50
5508	05/08/2013	SignWarehouse, Inc.	PRISMJET 7MIL BACKLIT FILM 36"X75FT	\$ 318.00
5508	05/08/2013	SignWarehouse, Inc.	Sign Supplies for Service Changes	\$ 20.00
5508	05/08/2013	SignWarehouse, Inc.	MAINTENANCE SWABS- 15 COUNT	\$ 11.90
5508	05/08/2013	SignWarehouse, Inc.	4" WHITE TEFLON SQUEEGEE	\$ 3.00
Vendor SignWarehouse, Inc. Total:				\$ 400.40
Vendor: Southern California Edison - CSI Program				
5556	05/29/2013	Southern California Edison - CSI Pr	Transformer Upgrade	\$ 94,136.10
Vendor Southern California Edison - CSI Program Total:				\$ 94,136.10
Vendor: Standard Insurance Company				
5550	05/22/2013	Standard Insurance Company	Vision Ins. Premium, EE Portion May 2013	\$ 101.44
5550	05/22/2013	Standard Insurance Company	Vision Ins. Premium, ER Portion May 2013	\$ 403.84
5550	05/22/2013	Standard Insurance Company	Dental Ins. Premium, EE Portion 5/1/13	\$ 563.42
5550	05/22/2013	Standard Insurance Company	Dental Ins. Premium, ER Portion 5/1/13	\$ 2,082.14
Vendor Standard Insurance Company Total:				\$ 3,150.84
Vendor: State of California Franchise Tax Board				
5509	05/08/2013	State of California Franchise Tax Br	Wage Garnishment, 4/21/13-5/4/13	\$ 479.76
5551	05/22/2013	State of California Franchise Tax Br	Wage Garnishment, 5/5/13-5/18/13	\$ 477.62
Vendor State of California Franchise Tax Board Total:				\$ 957.38
Vendor: The Customer Service Experts				
5552	05/22/2013	The Customer Service Experts	Phone Line for Bus Passes For April 2013	\$ 50.00
Vendor The Customer Service Experts Total:				\$ 50.00
Vendor: The Gas Company				
5510	05/08/2013	The Gas Company	Utilities-Gas, 3/22/13-4/22/13	\$ 2,021.29
Vendor The Gas Company Total:				\$ 2,021.29
Vendor: The Signal				
5511	05/08/2013	The Signal	Online TRANSporter Advertising, 4/21/13	\$ 900.00
Vendor The Signal Total:				\$ 900.00
Vendor: Time Warner Cable Ad Sales/LA				
5512	05/08/2013	Time Warner Cable Ad Sales/LA	TRANSporter TV Commercial Campaign	\$ 1,509.00
5512	05/08/2013	Time Warner Cable Ad Sales/LA	Time Warner TV Advertising for TRANSporter	\$ 1,784.00
Vendor Time Warner Cable Ad Sales/LA Total:				\$ 3,293.00
Vendor: Time Warner Cable Business Class				
5538	05/16/2013	Time Warner Cable Business Class	Internet, 5/13-6/12	\$ 1,440.00

Expense Report

Payment Dates: 5/1/2013 - 5/31/2013

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
5513	05/08/2013	Time Warner Cable Business Class	Cable Service, 5/11/13-6/10/13	\$ 236.28
Vendor Time Warner Cable Business Class Total:				\$ 1,676.28
Vendor: Trapeze Software Group, Inc.				
5514	05/08/2013	Trapeze Software Group, Inc.	OPS, 4/1/13 - 3/31/14	\$ 25,000.00
5514	05/08/2013	Trapeze Software Group, Inc.	FX, 4/1/13 - 3/31/14	\$ 9,000.00
5514	05/08/2013	Trapeze Software Group, Inc.	Blockbuster, 4/1/13 - 3/31/14	\$ 11,750.00
5514	05/08/2013	Trapeze Software Group, Inc.	PLAN, 4/1/13 - 3/31/14	\$ 7,500.00
5514	05/08/2013	Trapeze Software Group, Inc.	PASS, 4/1/13 - 3/31/14	\$ 8,250.00
5514	05/08/2013	Trapeze Software Group, Inc.	COM, 4/1/13 - 3/31/14	\$ 3,500.00
Vendor Trapeze Software Group, Inc. Total:				\$ 65,000.00
Vendor: Tyler Technologies				
5515	05/08/2013	Tyler Technologies	Personnel Management	\$ 4,134.38
5515	05/08/2013	Tyler Technologies	Central Cash Collection	\$ 1,653.75
5515	05/08/2013	Tyler Technologies	Misc. Accounts Receivable	\$ 1,929.38
5515	05/08/2013	Tyler Technologies	Fixed Assets	\$ 1,102.50
5515	05/08/2013	Tyler Technologies	Secure Signatures	\$ 303.19
5515	05/08/2013	Tyler Technologies	Document Mgmt. System Consultation	\$ 500.00
Vendor Tyler Technologies Total:				\$ 9,623.20
Vendor: UNUM Life Insurance Co of Amer				
5553	05/22/2013	UNUM Life Insurance Co of Amer	Long Term Care Premium, EE Port. 6/1/13-6/30/13	\$ 223.50
5553	05/22/2013	UNUM Life Insurance Co of Amer	Long Term Care Premium, ER Port. 6/1/13-6/30/13	\$ 559.50
Vendor UNUM Life Insurance Co of Amer Total:				\$ 783.00
Vendor: US Bank				
5516	05/08/2013	US Bank	W. Williams- Airfare to Sacramento for CTA Conf.	\$ 153.80
5516	05/08/2013	US Bank	J. Fry & W. Williams- registration for CTA Conf.	\$ 500.00
5516	05/08/2013	US Bank	R. Fitzgibbons- Lodging- Tyler Annual conf. Boston	\$ 1,002.56
5516	05/08/2013	US Bank	J. Fry- Airfare to Sacramento for CTA Conference	\$ 153.80
5516	05/08/2013	US Bank	W. Williams- Trumpia Service Renewal (one year)	\$ 576.00
5516	05/08/2013	US Bank	M. Perry- Coffee for Roadeo	\$ 65.80
5516	05/08/2013	US Bank	M. Perry- Food for Roadeo	\$ 136.84
5516	05/08/2013	US Bank	M. Perry- Supplies for Roadeo	\$ 54.98
5516	05/08/2013	US Bank	W. Williams- Ribbon for Poppy Festival Balloons	\$ 51.08
5516	05/08/2013	US Bank	W. Williams- Table Cloths for Poppy Festival	\$ 32.68
5516	05/08/2013	US Bank	M. Perry - Food and Supplies for Roadeo	\$ 228.18
5516	05/08/2013	US Bank	K. Darr- custom frames for Multi purpose room	\$ 415.01
Vendor US Bank Total:				\$ 3,370.73
Vendor: US Postal Service-Postmaster				
5517	05/08/2013	US Postal Service-Postmaster	BRM Permit Renewal (6/17/13-6/17/14)	\$ 200.00
Vendor US Postal Service-Postmaster Total:				\$ 200.00
Vendor: Verizon California				
5518	05/08/2013	Verizon California	Phone Service, 4/13/13	\$ 547.33
Vendor Verizon California Total:				\$ 547.33
Vendor: Waste Management				
5519	05/08/2013	Waste Management	Utilities- Waste	\$ 605.84
Vendor Waste Management Total:				\$ 605.84
Vendor: Webb Brothers Construction				
5554	05/22/2013	Webb Brothers Construction	Phase II Construction	\$ 44,486.21
Vendor Webb Brothers Construction Total:				\$ 44,486.21
Vendor: Wendy Williams				
5539	05/16/2013	Wendy Williams	Travel Reimb- National Assoc. Broadcaster Conf.	\$ 323.63
5520	05/08/2013	Wendy Williams	Mileage Reimb.- NCTC and Transit Marketing Mtg	\$ 101.57
Vendor Wendy Williams Total:				\$ 425.20
Vendor: Western Exterminators				
5521	05/08/2013	Western Exterminators	Exterminator Services, April 2013	\$ 85.50
Vendor Western Exterminators Total:				\$ 85.50
Vendor: Witts				
5522	05/08/2013	Witts	Office Supplies, 4/17/13	\$ 606.18

Expense Report

Payment Dates: 5/1/2013 - 5/31/2013

Payment Number	Payment Date	Vendor Name	Description (Item)	Amount
5522	05/08/2013	Witts	Office Supplies Calculators	\$ 415.84
5540	05/16/2013	Witts	Office supplies, May 2013	\$ 443.52
5555	05/22/2013	Witts	Office Supplies, 5/16/13	\$ 278.95
5540	05/16/2013	Witts	Office supplies, May 2013	\$ 22.88
Vendor Witts Total:				\$ 1,767.37
Vendor: Xerox Corporation				
5523	05/08/2013	Xerox Corporation	Xerox Copier WC7345P Meter Maint, 3/18/13-4/9/13	\$ 702.84
Vendor Xerox Corporation Total:				\$ 702.84
Vendor: Zones Inc.				
5524	05/08/2013	Zones Inc.	CA Electronic Waste Recycling Fee	\$ 3.00
5524	05/08/2013	Zones Inc.	Toughbook Protection Plus 5 Years	\$ 673.11
5524	05/08/2013	Zones Inc.	Panasonic Toughbook 31	\$ 4,197.19
Vendor Zones Inc. Total:				\$ 4,873.30
Grand Total:				\$ 960,869.06

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: FY13 Key Performance Indicators Report – April 2013

RECOMMENDATION

Receive and file the Key Performance Indicators Report – April 2013.

SUMMARY

The key performance indicators report provides an analysis of Antelope Valley Transit Authority's (AVTA) main goals on a monthly basis. Data is collected from a variety of sources such as the farebox, contractor reports, and financial performance reports.

ANALYSIS

The AVTA's system performance is based on several key indicators. These include total monthly ridership, vehicle service hours fare revenues, and total operating expenses. Outlined below is a snapshot of system performance and indicators correlating to each respective goal.

Boardings – Boardings recorded by the farebox in the month of April were 306,727. This is an increase of almost 18% when compared to boardings recorded during April 2012. With the increase in frequencies implemented March 25, 2013 on the Route 1, boardings recorded for the month reflected an increase of 5%. Year-to-date boardings are currently at 3,048,822, a 12% increase over the previous fiscal year.

Fare Revenue – Fare revenue recorded for the month was \$400,663. This reflects an increase of 16% over April 2012 totals. The 16% increase is due primarily to an overall 29% increase in cash fares, showcasing the success of the recent fare enforcement campaign along with ridership increases for the month of April 2013. Pass sales increased by 3% over April 2012. Year-to-date revenues are currently at \$4,147,635, an improvement of 9% compared to the previous fiscal year period (July 1, 2011 – April 30, 2012).

Operating Expenses – During the month of March, operating expenses were \$1.5 million with an average cost per vehicle service hour of \$103.36. When compared to the previous fiscal year, expenditures are equal to the previous fiscal year. Service cost increases of 3% have been offset by similar reductions in legal and consulting expenses.

Goal #1 – Operate a Safe Transit System – This is measured by the number of preventable accidents for every 100,000 miles of fixed vehicle operation.

Accidents [Target - 1.0 preventable accidents /100,000 miles] – Through the month of April there was one preventable accident, or 0.41 preventable accidents per 100,000 miles. Since the beginning of the fiscal year, there have been a total of 12 preventable accidents, or .52 preventable accidents per 100,000 miles. We are on track to having one of the safest years on record.

Goal #2 – Provide Outstanding Customer Service – This is measured by complaints per 100,000 boardings; schedule adherence; average hold time; and average miles between service interruptions.

Customer Complaints [Target - 27.0 complaints /100,000 boardings] – AVTA recorded 26.16 complaints per 100,000 boardings during the month of April 2013, just below the performance target of 27.0 and a decrease of 18% over April 2012. This is a positive sign; typically complaints increase soon after a service change as coach operators and passengers become accustomed to the new routes and schedules.

Schedule Adherence [Target - 95%] – Average on-time performance (OTP) for the month of April 2013 was 93%, a decrease of 2.4% over April 2012 results. However, year-to-date OTP is at 95.5%; this is equal to FY12 figures and slightly above the performance target of 95%. As operators settle into the new schedule enhancements, we expect an improvement in OTP.

Average Hold Time [Target – 2:00 min.] – During the month of April, AVTA's customer service representatives handled approximately 14,000 calls. The average hold time for the month was one minute 19 seconds, an improvement of 17% over April 2012. Average hold time continues to trend downward and reflects an improvement of 56% over the same time period last year.

Customer service also tracks missed calls. During the month of April, 2,482 calls were abandoned before being answered by customer service representatives.

Average Miles Between Service Interruptions [Target - 5,000 Miles] – A total of 242,645 revenue service miles were operated during the month of April 2013 with an average of 18,665 miles between service interruptions. This is an improvement of 3% over April 2012. Year-to-date miles between service interruptions reflect an improvement of 18% over the previous fiscal year at 12,667.

Goal #3 – Operate an Effective Transit System - AVTA measures its overall effectiveness by monitoring boardings per vehicle service hour and average weekday boardings.

Boardings per Vehicle Service Hour [Target – 18.0] – An average of 21.5 boardings per vehicle service hour were recorded during the month of April 2013, an increase of

almost 13% over April 2012. Year-to-date boardings per vehicle service hour remain above the performance target and are tracking at almost 8% above FY12.

Average Weekday Boardings [Target – 10,000] –Average weekday boardings have continued to increase over the previous year, reaching 12,702 in April, an increase of almost 17% over last April. Year-to-date, average weekday boardings have also increased by 18% when compared to the same period in FY12.

Goal #4 – Operate an Efficient Transit System - AVTA measures its overall efficient use of available resources by monitoring farebox recovery ratio and average cost per vehicle service hour.

Average Cost Per Vehicle Service Hour [Target - \$117.00] – The average cost per vehicle service hour for the month was \$103.18, 15% lower than the cost per vehicle service hour in April 2012. This was primarily due to higher operating expenses in FY12 attributable to legal fees and consulting fees. Year-to-date, the cost per vehicle service hour is \$114.20, an increase of 3.4% over FY12 results yet well below the FY13 performance target of \$117.00.

Farebox Recovery Ratio [Target - 23.23%] – The average farebox recovery ratio during the month of April 2013 was 27.16%, an increase of 32% over April 2012. The increase is due primarily to lower operating expenses in April 2013, particularly in the areas of legal and consulting costs. In addition, fare revenues reflected an improvement of approximate 16% during the month. Year-to-date farebox recovery is currently tracking at 25%, an improvement of 9% compared to the previous fiscal year-to-date farebox recovery of 22.99%.

Prepared by:

Submitted by:

Dietter A. Aragón
Senior Transit Analyst

Julie M. Austin
Executive Director

Attachment: Summary of System Goals and Performance

Antelope Valley Transit Authority | Attachment A: Key Indicators Report
April-13

Goal	Performance Indicator	Attachment	Current Month	MTD Meets/Exceeds	Same Month Prior Year	% Change	Performance Target	FY 13 Year to Date	YTD Meets/Exceeds	FY 12 Year to Date	% Change
Overall System Performance	Total Boardings	B	306,727	N/A	260,163	17.90%	N/A	3,048,822	N/A	2,713,497	12.36%
	Vehicle Service Hours		14,295	N/A	13,754	3.94%	N/A	145,327	N/A	140,148	3.70%
	Total Fare Revenue	B	\$400,663	N/A	\$344,370	16.35%	N/A	\$4,147,635	N/A	\$3,802,796	9.07%
	Total Operating Expense		\$1,475,040	N/A	\$1,677,220	12.05%	N/A	\$16,569,729	N/A	\$16,544,101	-0.15%
Safe Transit System	Preventable Accidents per 100,000 Miles	C	0.41	X	1.33	69.01%	1.00	0.52	X	1.18	56.15%
Provide Outstanding Customer Service	Complaints per 100,000 Boardings	D	26.16	X	32.04	18.37%	27.0	20.65	X	24.30	15.02%
	Schedule Adherence	E	92.7%		95.0%	-2.44%	95%	95.5%	X	96.1%	-0.59%
	Average Hold Time	F	1:19	X	1:35	16.84%	2:00	1:38	X	2:13	25.71%
	Average Miles Between Service Interruptions	G	18,665	X	18,089	3.18%	5,000	12,230	X	14,842	-17.60%
Operate an Effective Transit System	Boardings per Vehicle Service Hour	H	21.5	X	18.9	13.76%	18.0	21.0	X	19.5	7.69%
	Average Weekday Boardings	I	12,702	X	10,875	16.80%	10,000	12,667	X	10,730	18.05%
Operate an Efficient Transit System	Average Cost per Vehicle Service Hour	J	\$103.18	X	\$121.94	15.39%	\$117.00	\$114.02	X	\$118.05	3.41%
	Farebox Recovery Ratio	K	27.16%	X	20.53%	32.29%	23.23%	25.03%	X	22.99%	8.90%

Antelope Valley Transit Authority | Attachment B: Operations Report - Total System
April-13

Goal	Current Month	Same Month Prior Year	% Change	Performance Target	FY 13 Year to Date	YTD Meets/Exceeds	FY 12 Year to Date	% Change
Average Fare per Boarding	\$1.31	\$1.32	-1.32%	\$1.44	\$1.36		\$1.40	-2.93%
Average Cost per Boarding	\$4.81	\$6.45	25.41%	\$6.22	\$5.43	X	\$6.10	10.86%
Average Subsidy per Boarding	\$3.50	\$5.12	31.63%	\$4.77	\$4.07	X	\$4.70	13.23%
Total Service Miles	242,645	225,798	7.46%	N/A	2,285,776	N/A	2,258,433	1.21%
Total Vehicle Miles	287,056	249,776	14.93%	N/A	2,668,955	N/A	2,497,215	6.88%
Total Vehicle Hours	15,732	15,088	4.27%	N/A	153,172	N/A	152,550	0.41%
In-Service Speed	20.1	18.2	10.57%	N/A	18.4	N/A	16.1	13.97%
Boardings per Vehicle Service Mile	1.26	1.15	9.71%	N/A	0.75	N/A	0.83	-9.92%

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: Sole Source Amendment #4 to Contract #2012-010 with Moore and Associates for Mobility Management Services

RECOMMENDATION

Authorize the Executive Director to increase Sole Source Contract #2012-010 with Moore & Associates by \$75,000 and extend the contract by 12 months, through June 30, 2014.

FISCAL IMPACT

In order to maximize the benefits of AVTA's JARC-funded Mobility Management Program, staff recommends extension of the current sole-source contract with Moore & Associates through June 30, 2014, and increasing the contract amount by \$75,000 (Attachment B), increasing the total contract value to \$180,800. Sufficient funds are included in a Job Access Reverse Commute (JARC) Grant and are budgeted in line item 600-1XXX-5-J1-9901001. The full grant amount is \$378,401 with Federal Transit Administration (FTA) participation of \$302,721. The local match of \$75,680 will be paid from the Finance and Administration budget under line item 9501013.

BACKGROUND

On July 16, 2010, staff entered into a sole-source contract for \$102,032 with Moore & Associates to develop the Mobility Management Plan. The contractual obligations were fulfilled and a set of recommendations were identified in the Mobility Management Plan. Amendment No. 1 was executed on April 17, 2012, in the amount of \$105,800 in order to enable Moore & Associates to continue to work with staff on the project. The contract is set to expire on June 30, 2013. The original scope of work has been successfully implemented but there are remaining funds left in the three-year grant. The Federal Transportation Administration has agreed to extend the grant through June 30, 2014. The extension will allow AVTA and Moore and Associates to continue to administer a travel training program and conduct performance audits of the coordinated response paratransit service.

This program is federally funded through a Job Access Reverse Commute (JARC) Grant administered through Los Angeles Metro. This program is intended to develop a coordinated transportation system that provides accessible and affordable transportation to seniors, persons with disabilities, and low-income residents throughout the service area. The program is also intended to help train residents on how to travel about the community using local transit and to encourage the unemployed to seek jobs using public transit as a means for access.

ATTACHMENT A

SOLE SOURCE JUSTIFICATION AND APPROVAL FORM

Reference: AVTA Procedure ____ (FTA C 4220.1F, Section 3.i, Chapter VI (Page VI-15))

1. Estimated contract amount: \$ 75,000

2. Recommended supplier name, address, and contact information:

Moore and Associates
28159 Avenue Stanford, Suite 110
Valencia, CA 91355
Jim Moore – (661) 253-1277

3. Description of requested items or services and their purpose (Attach additional sheets as necessary):

Staff is requesting that a Sole-Source Justification be approved for Moore and Associates to continue implementing the existing Mobility Management Plan. This would be year three of the contract.

4. Justification for request:

___ A. UNIQUE CAPABILITY OR AVAILABILITY. The property or services are available from one source if one of the conditions described below is present:

___ 1) *Unique or Innovative Concept.* The offer demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

___ 2) *Patents or Restricted Data Rights.* Patent or data rights restrictions preclude competition.

X_3) *Substantial Duplication Costs.* In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

___ 4) *Unacceptable Delay.* In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

- B. SINGLE BID OR SINGLE PROPOSAL. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

 - 1) *Adequate Competition*. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
 - 2) *Inadequate Competition*. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.

- C. UNUSUAL AND COMPELLING URGENCY. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.

- D. ASSOCIATED CAPITAL MAINTENANCE ITEM EXCEPTION REPEALED. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other sole source acquisitions.

- X E. AUTHORIZED BY FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations:

 - 1) CONSORTIUM, JOINT VENTURE, TEAM, PARTNERSHIP. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those

arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

X 2). FAR STANDARDS. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:

- ___ a) *Statutory Authorization or Requirement*. To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.
- ___ b) *National Emergency*. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.
- ___ c) *Research*. To establish or maintain an educational or other non-profit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.
- ___ d) *Protests, Disputes, Claims, Litigation*. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.
- ___ e) *International Arrangements*. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.
- ___ f) *National Security*. When the disclosure of the recipient's needs would compromise the national security.
- _X_g) *Public Interest*. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.

___ F. NONE OF THE ABOVE APPLIES. A detailed explanation and justification for this sole source request is attached.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Use additional sheets as necessary.

Staff is requesting that a Sole-Source Justification be approved for Moore and Associates to continue implementing the existing Mobility Management Plan. This firm successfully implemented the second year of the contracted program and is the logical choice for the final year of the grant program. Seeking open competition during the final year of the program would create duplication of costs, which may include, but not limited to release of a new solicitation, staff time issuing a new contract and oversight and re-develop the program required of a new contractor. It would be in the public's best interest to reduce costs and use those efficiencies to complete the program in a timely and efficient manner; therefore, a sole-source justification should be granted.

Requested by: Wendy Williams	Department: Customer Service
Prepared by: Wendy Williams	Date: 6-5-13
<p>I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested item(s) or service(s).</p> <p>Signature: <i>Wendy R. Williams</i> Date: <i>6-11-13</i></p>	

THIS SECTION FOR USE BY AVTA PROCUREMENT DEPARTMENT ONLY	
Requisition Number:	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Reason for Non-Approval:	
Name:	<i>Lyle A. Block, Procurement Officer</i>
Signature:	<i>Lyle A. Block</i>
Date:	<i>6-11-13</i>

Note:

Revised: 2/12/13

ATTACHMENT B

Labor Expenses			TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		Grand Total	
Title	Name	Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Project Manager	Jim Moore	\$75	24	\$1,800	32	\$2,400	16	\$1,200	48	\$3,600	8	\$600	24	\$1,800	24	\$1,800	176	\$13,200
Mobility Coordinator	Jose Perez	\$61	24	\$1,464	80	\$4,880	32	\$1,952	80	\$4,880	24	\$1,464	48	\$2,928	48	\$2,928	336	\$20,496
Assistant Planner	Alex Porlier	\$46	8	\$368	48	\$2,208	24	\$1,104	32	\$1,472	10	\$460	120	\$5,520	16	\$736	258	\$11,868
Subtotal, Labor			56	\$3,632	160	\$9,488	72	\$4,256	160	\$9,952	42	\$2,524	192	\$10,248	88	\$5,464	770	\$45,564
Burden and Overhead			52%	\$1,889	\$4,934	\$2,213	\$5,175	\$1,312	\$5,329	\$2,841	\$23,693							
Direct Costs																		
Travel/per diem				\$0	\$684	\$0	\$125	\$0	\$750	\$0	\$1,559							
Printing/production/postage				\$0	\$165	\$775	\$30	\$0	\$0	\$3,050	\$4,020							
Total Direct Costs				\$0	\$849	\$775	\$155	\$0	\$750	\$3,050	\$5,579							
TOTAL COST				\$5,521	\$15,270	\$7,244	\$15,282	\$3,836	\$16,327	\$11,355	\$74,836							



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memo

to: Wendy Williams, Project Manager,
Antelope Valley Transit Authority

from: Jim Moore

re: Mobility Management Project: Year 3

date: June 3, 2013

The purpose of this memo is to finalize the project scope and budget for the AVTA Mobility Management Project - Year Three.

As we move into the final year, Moore & Associates requests a written Notice to Proceed covering the period July 1, 2013 to June 30, 2014.

Task 1: Project Reporting (\$5,521)

This task incorporates the three primary forms of reporting for the contract overall:

1. Weekly Summary – Moore & Associates will provide you a weekly summary of all work completed specific to the Mobility Project. These summaries will be in written emails submitted to you by the close of business each Thursday. Should the reporting date fall on a holiday, the summary will be submitted by the next business day.
2. Quarterly Progress Reports (QPR), – Moore & Associates will continue to submit to AVTA drafts of the required QPR. We will include detailed descriptions of work completed and updates on project completion timelines. Will submit for review prior to the QPR due date.
3. Progress Report – Moore & Associates will submit monthly progress memos along with monthly invoices. Each memo will provide a summary of work completed and key deliverables.

Task 2: Travel Training Program (\$15,270)

The Travel Training Program will be continued throughout the term of this amended contract. Moore & Associates will conduct eleven travel training sessions (one per month, no training in December 2013) at locations throughout the Antelope Valley, including any outlying regions deemed to be in need of training opportunities (as directed by AVTA). We will provide:

- Session staffing plan,
- Session locations and training calendar,
- Session specific marketing/outreach elements,

- Registration forms and procedures, and
- Written summary of each session.

We will continue to work with existing outreach partners such as the Senior Services program and incorporate relevant strategies, goals, and resources. The Travel Training program developed in Year Two will serve as the foundation for future sessions. AVTA will provide a Customer Service Representative (CSR) for each travel training “classroom” session to assist in responding to trainee questions. Moore & Associates will coordinate all aspects of the “classroom” sessions and will rely upon AVTA to provide the vehicle and driver for the group trips.

Moore & Associates will continue to utilize existing Travel Training videos during each classroom training session.

Task 3: Dial-A-Ride Customer Survey (\$7,244)

In the spring of 2014, Moore & Associates will conduct a Dial-A-Ride customer survey utilizing the same methodology as the survey conducted in March 2013. A bilingual, large-print survey will be mailed to all registered AVTA Dial-A-Ride customers (AVTA is to provide the current list). Each customer will be mailed a survey packet inclusive of the survey instrument and a postage-paid response envelope. The survey will include a response incentive and deadline. Moore & Associates will enter and clean the survey data, and provide a summary report of all surveys received ten days after the survey response deadline.

Task 4: Dial-A-Ride Customer Survey Analysis (\$15,282)

This task includes two distinct analysis tasks.

1. Moore & Associates will craft a report inclusive of detailed analysis, comparisons, and key findings between the Dial-A-Ride customer surveys conducted in Spring 2011 and Spring 2013. The analysis will be segregated between operational performance and those areas which are more subjective, such as customer satisfaction and perception. The report will include initial trend analysis as well as highlight areas in need of improvement as well as those areas functioning well.

Upon AVTA acceptance of the report and findings, Moore & Associates will prepare a concise (10-slide) PowerPoint presentation for use when presenting to the Board. The presentation will be developed from the survey report findings and will be submitted for inclusion in the Board’s meeting packet in advance of the stipulated deadline.

Moore & Associates will present the report and key findings to the Board during Summer 2013.

2. Moore & Associates will complete the same level of reporting and analysis for the Spring 2014 survey, and will include comparisons of customer responses between the Spring 2013 and Spring 2014 surveys.

Upon AVTA acceptance of the report and findings, Moore & Associates will prepare an updated PowerPoint presentation for use when presenting to the Board. The presentation will be developed from the survey report findings and will be submitted for inclusion in the Board’s meeting packet in advance of the stipulated deadline.

Moore & Associates will present the report and key findings to the Board in 2014.

Task 5: Mobility and Travel Training Videos (\$3,386)

Moore & Associates will continue to write video scripts in support of travel training topics and themes. No fewer than ten additional video scripts will be developed and submitted to AVTA for review and development. Each video script will be approximately two minutes in length (when read aloud). We will submit potential video script topics prior to development. Final topic selection will remain with AVTA.

Task 6: Dial-A-Ride Operator Observations (\$16,327)

Moore & Associates will continue the indirect field observation of Dial-A-Ride operations. These observations will be completed by Moore & Associates' staff familiar with paratransit and demand-response service delivery. We will conduct no less than fifteen random observations per quarter. These observations will be conducted independent of the AVTA fixed-route ride checks, though may coincide with fixed-route observation dates to optimize staffing.

In addition to indirect field observations at pick-up/drop-off locations, Moore & Associates will evaluate the call-center and customer service representatives no less than five times quarterly. These phone observations will report on wait times, trip time negotiations and outcomes, customer service, and on the quality/accuracy of information received.

Data collection/reporting methodology will be finalized through discussions between Moore & Associates and AVTA staff the week of June 3, 2013.

Task 7: Distribute Quarterly Project Newsletter – Four Issues (\$11,355)

Moore & Associates will continue to produce project-specific newsletters and distribute to all registered Dial-A-Ride customers, project partners, and interested organizations. These newsletters continue to provide industry insight and Valley-specific project information. The newsletter will include an electronic copy/format which will be uploaded to the project webpage.

Moore & Associates will regularly prepare appropriate content for posting on the project webpage, at a minimum once per month. This Task includes postage and other direct expenses which may vary as the mailing lists increase/decrease.

Thank you for the opportunity to assist you with this important project. Please do not hesitate to contact me should you wish to discuss any aspect of this memo or the project itself.

DATE: June 25, 2013
TO: BOARD OF DIRECTORS
SUBJECT: Report on Hybrid Bus Fuel Savings

RECOMMENDATION

That the Board of Directors receive and file report on fuel savings associated with AVTA's hybrid buses.

FISCAL IMPACT

This program has shown very positive budgetary impacts.

BACKGROUND

The AVTA started receiving the new Gillig Hybrid buses in September 2012, with all 15 on site by the end of October 2012. It often takes time for new buses to get settled in, which in this case took until about the end of 2012. Staff researched back to the beginning of the 2013 to determine the level of fuel savings that the AVTA is experiencing with the new buses. While the numbers below are very impressive, what they do not reflect is the additional cost of mid-life replacement of the hybrid batteries and cannot therefore be extrapolated to project lifetime cost savings.

The hybrid fuel economy is better than we expected at 5.76 mpg. The total savings over the six-month period was \$121,849. The total fuel cost for the period was \$681,596 compared to the fuel cost of \$803,445 for an all diesel fleet, a savings of 15%.

Jan 1 > May 31

	#	Fuel Cost	Gallons	Miles	MPG
Hybrid	15	\$ 254,838.15	71,898.60	414,110	5.760
Diesel	15	\$ 376,687.20	106,218.60	414,110	3.899
Savings		\$ 121,849.05	34,320.02		
Average \$ / Gallon		\$ 3.55			

Prepared by:

Submitted by:

Len Engel
 Director Operations & Maintenance

Julie M. Austin
 Executive Director

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: FY14 Investment Policy Statement and Local Agency Investment Fund (LAIF) Update

RECOMMENDATION

That the AVTA Board of Directors:

- a) Adopt Resolution 2013-003 (Attachment C) approving AVTA's revised Investment Policy Statement for the upcoming fiscal year beginning July 1, 2013 through June 30, 2014; and (include if necessary)
- b) Approve proposed changes to the list of staff authorized to deposit and withdraw from AVTA's LAIF account.

FISCAL IMPACT

The proposed changes are administrative in nature and therefore have no financial impact.

BACKGROUND

In prior years, the Board of Directors has authorized the deposit and withdrawal of Authority LAIF investments in the State Treasury in accordance with the provisions of Government Code Section 16429. The Investment Policy Statement for FY14 (Attachment A) fulfills the California Government Code Section 53646 requirement that each legislative body review and adopt an Investment Policy Statement on an annual basis.

During the current fiscal year, AVTA continues to employ the services of Bank of America for its general banking needs. Only the projected minimum amount is maintained in the general operating account. All other available cash funds are invested in the Authority's LAIF account in accordance with the Investment Policy Statement.

The procedure establishes the steps necessary to use the LAIF for investment purposes, to reconcile monthly activity to the General Ledger and to verify cash on the books with the cash in LAIF (Attachment B).

On an annual basis, the LAIF administration requests that each member agency update their deposit/withdrawal authorization list. The purpose of the update is to ensure that only duly authorized persons have access to the Authority's LAIF investments.

The table below will be updated with the names of the new Chair and Vice Chair to be supplied after the Board of Directors elections at the June 25, 2013 Board meeting.

CURRENT		PROPOSED	
Name	Title	Name	Title
Norman L. Hickling	Chairman		Chair
Marvin Crist	Vice Chair		Vice Chair
Julie M. Austin	Executive Director	Julie M. Austin	Executive Director
Colby Konisek	Director of Finance	Colby Konisek	Director of Finance

Prepared by:

Submitted by:

Colby Konisek
Controller

Julie M. Austin
Executive Director

Attachments: A – Investment Policy Statement
B – LAIF Procedure
C – Resolution No. 2013-003



INVESTMENT POLICY STATEMENT

July 1, 2013 – June 30, 2014

1. POLICY

It is the policy of AVTA to invest public funds in a manner which will provide maximum security with the highest investment return while meeting the daily cash flow demands of AVTA and conforming to all state and local statutes governing the investment of public funds.

2. SCOPE

This investment policy applies to the cash funds of AVTA, except for its employees retirement system fund, which is administered separately by the California Public Employees' Retirement System ("CalPERS") and financial assets governed by bond indentures or bond resolutions.

These funds include Operating and Capital Funds.

3. OBJECTIVE

Investable funds shall be invested to the maximum extent feasible. The primary goal of the investment program is to maintain safety and liquidity of principal and interest while maximizing returns, minimizing risks and ensuring that funds are available to meet anticipated cash flow requirements.

In the investment of its funds, AVTA will be guided by the following principles in order of importance:

3(A) the primary objective is to safeguard investment principal.

- Safety

Safety and the minimizing of risk associated with investing refers to attempts to reduce the potential for loss of principal, interest or a combination of the two. The first level of risk control is found in state law which restricts the particular type of investments permissible for governmental entities. The second level of risk control is reduction of default risk by investing in instruments that appear

upon examination to be the most credit worthy. The third level of risk control is reduction of market risk by investing in instruments that have maturities coinciding with planned dates of disbursement, thereby eliminating risk of loss from a forced sale.

3(B) the secondary objective is to maintain sufficient liquidity to ensure that funds are available to meet daily cash flow requirements.

- Liquidity

Liquidity refers to the ability to easily sell at any time with a minimal risk of losing some portion of principal or interest. Liquidity is an important quality for an investment to have, for at any time AVTA may have unexpected or unusual circumstances that result in larger disbursements than expected, and some investments may need to be sold to meet the contingency. The AVTA's investment portfolio shall remain sufficiently liquid to enable the AVTA to meet all operating requirements, which might be reasonably anticipated. Most investments of AVTA are highly liquid.

3(C) the third and last consideration is to achieve a reasonable rate of return or yield consistent with these objectives.

- Yield

Yield is the potential dollar earnings an investment can provide, and also is sometimes described as the rate of return. AVTA attempts to obtain the highest yield possible when selecting an investment, provided that the criteria stated in the Investment Policy for safety and liquidity are met. The AVTA's investment portfolio shall be designed with the objective of achieving a return on the funds under its control throughout budgetary and economic cycles, taking into account the AVTA's investment risk constraints and the cash flow characteristics of the portfolio.

4. DELEGATION OF AUTHORITY

The Board of Directors of the AVTA holds the authority to invest or reinvest funds of the AVTA or to sell or exchange securities so purchased. Pursuant to the California Government Code Section 53607, the Board of Directors may delegate this authority on a yearly basis to the Executive Director, as the Treasurer of AVTA, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires.

The Director of Finance shall serve as the designated Investment Officer of the Authority and is responsible for investment decisions and activities, under the direction of the Executive Director. In the absence of the Director of Finance, the Executive Director will designate the temporary Investment Officer.

5. RESPONSIBILITY OF INVESTMENT OFFICERS

Cash management and investment transactions are the responsibility of the Investment Officer. The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

6. INDIVIDUALS AUTHORIZED TO UNDERTAKE INVESTMENT TRANSACTIONS

The following officials are authorized to implement the cash management and investment transactions decisions of the Investment Officer by undertaking investment transactions on behalf of AVTA:

- Executive Director
- Director of Finance
- Sr. Finance Analyst

7. PRUDENCE

AVTA operates its cash investments subject to the "Prudent Investor Standard" which obligates a fiduciary to ensure that:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in the like capacity and familiarity with those matters would use in the conduct of funds of the like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency.

Within the limitations of this standard and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

8. SAFEKEEPING

The investment securities purchased by the Authority shall be held in safekeeping by designated financial institutions. Accounts are currently housed at the following recognized financial institutions:

- Bank of America
- Wells Fargo
- California State Investment Pool (Local Agency Investment Fund or "LAIF").

These institutions shall issue safekeeping receipts to the Agency listing the specific instrument, rate, maturity and other pertinent information.

Safekeeping procedures shall be reviewed annually by the independent auditor. The independent auditor shall conduct random audits of safekeeping and custodial systems.

9. ETHICS AND CONFLICTS

Officers and employees who are directly involved in the investment program shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair the ability to make impartial investment decisions.

10. MONITORING AND ADJUSTING THE PORTFOLIO

The Investment Officer will routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio accordingly.

11. INTERNAL CONTROLS

Internal controls shall be reviewed annually by the independent auditor. The Investment Officer shall establish an annual process of independent review by the independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

12. INVESTMENT PROCEDURES

The Finance Department is responsible for establishing separate investment procedures which adhere to and implement this Statement of Investment Policy.

13. REPORTING REQUIREMENTS

Under the direction of the Executive Director, the Investment Officer shall where applicable, generate a monthly report for management purposes which will include, but not be limited to:

- Type of investment
- Institution
- Date of maturity
- Amount of deposit or cost of security
- Rate of interest
- Statement relating the report to the Statement of Investment Policy
- Statement that there are sufficient funds to meet the next 30 days' obligations

14. SHORT-TERM VERSUS LONG-TERM PORTFOLIO

All funds invested for one day to six months shall be considered short-term. Funds invested for a period in excess of six months shall be considered long-term.

15. SHORT-TERM PORTFOLIO DIVERSIFICATION

The Agency will diversify use of investment instruments to avoid incurring unreasonable risk inherent in overinvesting in specific instruments, individual financial institutions or maturities.

Diversification by Instrument:

- U.S. Government Securities, or affiliates
- Small Business Administration Loans
- Bankers Acceptance
- Commercial Paper
- Negotiable Certificates of Deposits
- Medium Term Notes
- Repurchase Agreements
- Local Agency Investment Fund (LAIF)
- California Asset Management Program (CAMP)
- California Local Agency Securities System (CLASS)

16. MATURITY SCHEDULING:

Investment maturities of operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (e.g. payroll, contractor's payments, lease payments, etc.) and considering sizeable blocks of anticipated revenue (e.g. LTF and Federal operating funds).

17. LONG-TERM PORTFOLIO DIVERSIFICATION

Instruments and diversification for the long-term portfolio shall be the same type as for the short-term portfolio, but with longer investment periods (over six months).

Maturity scheduling shall be timed according to anticipated needs.

18. AUTHORIZED INVESTMENTS (G.C. 53601)

The average maturity of AVTA's investments should not exceed two-and-one-half years, with no single investment being made for over five years, except with legislative approval as authorized under Section 53601 of the California Government Code. At no time should current cash flow requirements be jeopardized.

AVTA may invest in the following legal investments as defined in Section 53601 of the California Government Code: 53601. This section shall apply to a local agency that is

a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having money in a sinking fund or money in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery. For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

(a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

(b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(d) Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(e) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

(f) Bankers acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers acceptances may not exceed 180 days' maturity or 40 percent of the Authority's money that may be invested pursuant to this section. However, no more than 30 percent of the Authority's money may be invested in the bankers acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing any money in its treasury in any manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

(g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars (\$500,000,000).

(C) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their money in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(h) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's money which may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or any person with investment decision-making authority in the budget office, director of finance's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(i) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of any securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.

(2) Investments in repurchase agreements may be made, on any investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

(A) The security to be sold on reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty by way of a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4)

(A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may only be made upon prior approval of the governing body of the local agency and shall only be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

(B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:

(i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.

(ii) Financing of a local agency's activities.

(iii) Acceptance of a local agency's securities or funds as deposits.

(5)

(A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

(B) "Securities," for purpose of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

(E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

(j) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by a nationally recognized rating service. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed 30 percent of the agency's money that may be invested pursuant to this section.

(k)

(1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and with assets under management in excess of five hundred million dollars (\$500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's money that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(l) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(m) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(n) Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision may not exceed 20 percent of the agency's surplus money that may be invested pursuant to this section.

53601.1. The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section.

53601.5. The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

53601.6. (a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

(b) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (k) of Section 53601.

19. DESIGNATED AUTHORIZED INVESTMENTS

The listing shall be formally designated by AVTA and only investments from this designated list will be authorized.

California State Investment Pool (Local Agency Investment Fund or LAIF {Government Code Section 16429.1 – 16429.3}).

California Asset Management Program (CAMP {Government Code Section 6502; Section 53630; Section 53601 and/or 53635}).

California Local Agency Securities System (CLASS {Government Code Section 6502; Section 53630; Section 53601 and/or 53635}).

Whenever possible, bids and offers for any investment security shall be taken from a minimum of two security dealers/brokers, banks, and/or savings and loans. Awards shall be made to the highest responsible bidder or best offer.

All securities purchased must be held in safekeeping by AVTA's safekeeping agent, currently Bank of America. The securities shall not be held by the dealer or broker from whom they are purchased. Confirmations for all investments will be reviewed for conformity with the actual transactions. All financial institutions, whether investment banks, dealers, commercial banks or savings and loan institutions must be licensed by the National Association of Security Dealers (NASD) and be approved by the Treasurer before they receive AVTA funds or are able to conduct business with AVTA. Prior to approval, each financial institution will be physically visited by the Treasurer and/or his/her designee to meet with the principals of the firm and to inspect their offices for

stability and financial capabilities. Further, these visitations will continue periodically, preferably annually, on an ongoing basis to ensure eligibility (due diligence). All firms with whom AVTA does business will have a strong capital base and be deemed creditworthy before conducting business with such firms. The Treasurer or his/her designee will prescribe minimum standards by which these firms can be judged creditworthy.

Generally, losses are acceptable on a sale of securities prior to maturity and should be taken if (a) the sale proceeds will enhance the overall yield over the life of the new security, or (b) there is a potential imminent risk of principal due to a change in the creditworthiness of the issuer or other factors jeopardizing the propriety or safety and liquidity of public funds.

Where possible, AVTA investments shall be placed, confirmed, held, accounted for, and/or audited by different people.

The Director of Finance/Investment Officer or his/her designee will perform a monthly review of the investment function. This review will consist of:

- Comparison of the investment records to the independent statements and confirmation notices received from brokers, dealers, banks and other financial institutions.
- Review of the contents of the investment portfolio to assure that it conforms with the provisions of this Statement of Investment Policy and the laws of the State of California.
- Review of the financial institutions with whom investments have been made to assure that they have been approved by the Treasurer.



Subject: LOCAL AGENCY INVESTMENT FUND (LAIF)		
Policy Effective Date: 06/28/2011	Revision/Date: 06/25/2013	
Approved: 06/28/2011	Approved by: Board of Directors	Page: 1 of 2

PURPOSE

This procedure establishes the steps to use the Local Agency Investment Fund for investment purposes, to reconcile monthly activity to the General Ledger and to verify cash on the books with the cash invested with California State Investment Pool (Local Agency Investment Fund or “LAIF”).

BACKGROUND

The Finance Department is responsible for maintaining proper accounting records in regards to all AVTA accounts.

AVTA deposits funds with LAIF as an investment instrument.

This procedure provides appropriate documentation relating to the investment of funds in LAIF.

EXECUTIVE DIRECTOR and DIRECTOR OF FINANCE

The Executive Director, Director of Finance, Chairman, and the Vice Chairman may approve the investment, withdrawal or transfer of funds to/from LAIF. Financial institutions will be notified by phone and in writing immediately regarding the separation of employees that were formerly authorized.

ACCOUNTING MANAGER/SR. FINANCE ANALYST

In the absence of the Director of Finance, the Accounting Manager/Sr. Finance Analyst can also approve the investment or withdrawal of funds from LAIF and can make transfers to or from the LAIF account.

The Accounting Manager/Sr. Finance Analyst prepares a memo of “General Funds Transfer” (Attachment A) and gives it to the Director of Finance for filing. Only authorized personnel may gain access to the binder.

PROCEDURE

The institutions involved in inter-bank transfers are to be notified the day prior to request a transfer of funds. The following procedures guarantee same day credit to LAIF, Wells Fargo, or the appropriate AVTA account at Bank of America.

Funds Transfer from LAIF to Bank of America

1. Sr. Finance Analyst prepares a memo of "General Funds Transfer" and gives to the Director of Finance or Accounting Manager by 9:30 am.
2. For a LAIF withdrawal, notify LAIF and fill in the information on the LAIF Log Sheet (Attachment B). **THE DEADLINE TO CALL LAIF IS 10:00 AM.**

Funds Transfer from Bank of America or Wells Fargo to LAIF

1. The Sr. Finance Analyst prepares a memo for "General Funds Transfer" and gives to the Director of Finance or Accounting Manager by 9:30 am.
2. Contact LAIF at (916) 653-3001 to advise them of the deposit and the account it is coming from. Provide the PIN #. Fill in the proper information in the LAIF log sheet (Attachment B). Get a confirmation number and the daily percentage yield. **THE DEADLINE TO CALL LAIF IS 10:00 AM.**
3. Contact Bank of America Customer Service at (800) 798-6466, Option 2, to request the transfer to LAIF. Both the AVTA Bank Account number and the LAIF confirmation number and date of deposit are provided to Bank of America as part of the transfer process. **THE DEADLINE TO CALL BANK OF AMERICA IS 2:00 PM.**
4. Bank of America will give a verbal verification of transaction; written notes regarding the verbal verification should be included with the transfer documents to complete the transaction audit process.

Reconciliation

The Sr. Finance Analyst posts deposits and withdrawals to the LAIF Account (10161) and verifies that the LAIF statement and the General Ledger account reconcile properly.

ATTACHMENTS

- A – General Funds Transfer Memo (copy)
- B – LAIF Statement (copy)

ATTACHMENT - B.2



JOHN CHIANG

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	ANTELOPE VALLEY TRANS AUTH
Account Number	40-19-036

As of 04/15/2013, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2013.

Earnings Ratio		.00000773831888202
Interest Rate		0.28%
Dollar Day Total	\$	322,501,648.26
Quarter End Principal Balance	\$	3,583,803.53
Quarterly Interest Earned	\$	2,495.62

BOARD OF DIRECTORS
ANTELOPE VALLEY TRANSIT AUTHORITY

RESOLUTION NO. 2013-003

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY
TRANSIT AUTHORITY APPOINTING THE EXECUTIVE DIRECTOR AS TREASURER
AND THE CONTROLLER AS AUDITOR-CONTROLLER, DELEGATING
INVESTMENT AUTHORITY TO THE TREASURER, ADOPTING A POLICY FOR THE
INVESTMENT OF SURPLUS TRANSIT FUNDS AND RESCINDING RESOLUTION
NO. 2012-016**

WHEREAS, pursuant to the Joint Exercise of Powers Agreement between the County of Los Angeles, the City of Palmdale and the City of Lancaster, the Antelope Valley Transit Authority (AVTA) is authorized under Section 6(i) to invest money that is not needed for immediate use, as the Board determines advisable, in the same manner and upon the same conditions as other local agencies in accordance with Section 53601 of the Government Code; and

WHEREAS, pursuant to Government Code Section 6505.6, AVTA may appoint one of its officers or employees to either or both of the positions of Treasurer or of Auditor-Controller, and such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Government Code Section 6505.5; and

WHEREAS, pursuant to Government Code Section 53607, the Board of Directors of AVTA may delegate its investment authority to the Treasurer for a one-year period; and

WHEREAS, pursuant to Government Code Section 53646, the Board of Directors of AVTA has publicly considered a proposed annual statement of investment policy and desires to adopt that policy to guide the investments of the Treasurer;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY HEREBY RESOLVES, DECLARES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1. As authorized by Government Code Section 6505.6, the Board of Directors appoints the Executive Director as Treasurer.

Section 2. As authorized by Government Code Section 6505.6, the Board of Directors appoints the Finance Director as the Auditor-Controller.

Section 3. As authorized by Government Code Section 53607, the Board of Directors delegates its investment authority to the Treasurer for FY14, who shall thereafter assume full responsibility for those investment transactions until the delegation of authority is revoked or expires, and shall make a quarterly report of those transactions, in accordance with Government Code Section 53646, to the Board of Directors.

Section 4. As required by Government Code Section 53646, the Board of Directors has considered at a public meeting a statement of investment policy, and the Board of Directors hereby adopts that policy, in the form attached as Exhibit "A" to this resolution, to guide the investments of the Treasurer for FY14.

Section 5. Resolution No. 2012-016 is rescinded in its entirety.

Section 6. The Secretary of the Board shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 25th day of June, 2013 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Norman L. Hickling, Chairman

ATTEST:

Julie M. Austin, Board Secretary

APPROVED AS TO FORM:

D. Craig Fox, General Counsel

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: California Transit Mutual Assistance Compact (Transmac)

RECOMMENDATION

Authorize the Executive Director to enter into a reciprocal agreement for mutual support known as the TransMAC.

FISCAL IMPACT

No fiscal impact.

BACKGROUND

This report is related to a program to better prepare the Antelope Valley Transit Authority (AVTA) to respond to, and recover from emergencies and disasters while fulfilling its obligation to provide essential services to our communities, or assist its fellow public transit providers in doing the same. A formal mutual assistance agreement for public transit agencies has been developed with wide participation from the AVTA, other transit providers, emergency management agencies and legal counsels in California. The resulting TransMAC is similar to those that have existed and been tested in other disciplines for many decades (e.g., law enforcement, public works, utilities).

TransMAC will help the AVTA forge a resilient, formal and mutually beneficial relationship with its fellow public transit providers for emergency situations. TransMAC facilitates rapid, short-term deployment of emergency support (personnel, equipment, materials and other associated services) prior to, during, and/or after an incident or pre-planned event amongst its Membership. The TransMAC establishes the framework for activation, withdrawal, member responsibilities, reimbursement, documentation, legal and liability issues; yet provides great flexibility for Members to negotiate terms appropriate to the situation at the time of activation. TransMAC will also assist the AVTA in joining a community of its fellow transit providers that are creating and codifying a united and strong voice for transit among our public safety and emergency services counterparts.

During the response to, and the period of recovery from, an emergency that may impact our operations or other event, it may be necessary for the AVTA to sustain and rebuild its operation quickly in order to maintain essential services and support other agencies. as well as the general power of the Executive Director to enter into contracts required to obtain the necessary construction, goods, and services to allow the AVTA to begin the

The AVTA's need to support other transit agencies and the potential need of the AVTA to be assisted by other agencies would be enhanced by this formal agreement with those other Members to the TransMAC. To facilitate and enable the AVTA to join the TransMAC, it is advisable to empower the Executive Director to act on the AVTA's behalf to take necessary actions without the normal protocols.

Prepared by:

Submitted by:

Len Engel
Director of Operations & Maintenance

Julie M. Austin
Executive Director

Attachment: A – California Transit Mutual Assistance Compact (TransMAC)
B – Transmittal Letter

ATTACHMENT A

STATE OF CALIFORNIA

**TRANSIT MUTUAL
ASSISTANCE COMPACT
(TransMAC)**

MAY 2013

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**STATE OF CALIFORNIA
TRANSIT MUTUAL ASSISTANCE COMPACT (TransMAC)**

PREAMBLE

This Transit Mutual Assistance Compact (TransMAC) and its Members have established a formal process whereby they may receive and provide Mutual Assistance to each other in the form of personnel, services, and equipment as deemed to be necessary or advisable in an emergency. The Mutual Assistance Agreement contained herein, sets forth the terms and conditions under which the undersigned Members agree to provide or receive Mutual Assistance. However, if a Requesting Member and one or more Providing Members are parties to another mutual assistance agreement at the time the Mutual Assistance is requested, such other mutual agreement shall govern the Mutual Assistance among those Members insofar as the previous agreements are not inconsistent with this Agreement.

In consideration of the foregoing, the TransMAC Member hereby agrees as follows:

- A. When providing Mutual Assistance to, or receiving Mutual Assistance from, another Member, the Member will adhere to these written principles to govern Mutual Assistance arrangements that are in effect as of the date of a specific request for Mutual Assistance, unless otherwise agreed to in writing by each Member.
- B. With respect to each Period of Assistance, Requesting Members agree that they will provide appropriate reimbursement to the Providing Member regarding all costs and expenses incurred by the Providing Member in furnishing Mutual Assistance as identified under the articles of this Agreement, unless otherwise agreed to in writing by each Member. Entities must maintain auditable records in a manner consistent with generally accepted practices and in a manner consistent with the Member's adopted practices and methods of record keeping and retention.
- C. During each Period of Assistance, the conduct of the Requesting Member and the Providing Member shall be subject to the liability and indemnification provisions set forth herein.
- D. A Member may withdraw from this Agreement at any time. In such an event, the Member should provide written notice to the Chairperson of the TransMAC Steering Committee.
- E. The TransMAC Steering Committee Chairperson shall maintain a current list of Members, which shall be distributed to all Members no less than twice annually; however, a Member may at any time request a copy of the signed Agreement of another Member prior to providing or receiving Mutual Assistance.

**ARTICLE I.
PURPOSE**

Recognizing that emergencies and other events may overwhelm the resources and capabilities of transit agencies, and that transit agencies may require assistance in the form of personnel, services, and equipment to continue to deliver critical services, the TransMAC Members hereby establish an intrastate program for Mutual Assistance. Through the TransMAC, Members

coordinate response activities and share resources when deemed to be necessary or advisable in an emergency. This Agreement sets forth the policies and standards for the administration of the TransMAC.

This Agreement shall be in accordance with the California Emergency Services Act, the California Disaster and Civil Defense Master Mutual Aid Agreement, the State Emergency Plan, and other existing state and local emergency operations plans, and shall be by and among Member transportation providers in the State of California.

ARTICLE II. DEFINITIONS

- A. **Associate Member** – Any non-transit providers, approved by the TransMAC Steering Committee, which play a supporting role for the TransMAC program. For example, the U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), California Department of Transportation (CalTrans), California Emergency Management Agency (CalEMA), local emergency management organizations, and/or others who are not signatories to the TransMAC, but manifest the intent to offer support or coordination.
- B. **Authorized Official** – An employee or officer of a Member who is empowered and legally authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance; (4) cancel a request or release assistance; or (5) withdraw assistance under this Agreement.
- C. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, utility interruption, transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which are, or are likely to exceed, the resources of a Member and requires Mutual Assistance.
- D. **Founding Members** – The original agencies that coordinated and drafted this Agreement, which include: Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Foothill Transit, SunLine Transit, Omnitrans, Long Beach Transit, California Emergency Management Agency, and the Orange County Sheriff-Coroner Department - Emergency Management Division.
- E. **Incident Command System (ICS)** – A management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- F. **Independent Contractor** – Independent entity that agrees to furnish certain number or quantity of goods, materials, equipment, personnel, and/or services, at a mutually agreed upon price and within a specified timeframe to Members.
- G. **Member** – Any public or private transit provider who participates in the transit mutual assistance program by executing the TransMAC Agreement.

- H. **Mutual Assistance** – Any assistance provided under this Agreement. Mutual assistance is to be provided to a Requesting Member with the expectation of cost reimbursement as negotiated with the Providing Member.
- I. **Mutual Assistance Agreement** – A written agreement between and among Members that provides a mechanism to quickly obtain Mutual Assistance in the form of personnel, services, and equipment. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an emergency.
- J. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- K. **Period of Assistance** – A specified period of time when a Providing Member assists a Requesting Member. The period shall commence when personnel and/or equipment expenses are initially incurred by the Providing Member in response to the official request of the Requesting Member and shall end upon agreement of the parties.
- L. **Providing Member** – A Member that responds to a Requesting Member by agreeing to provide personnel, services, equipment, etc. under the terms and conditions of this Agreement.
- M. **Requesting Member** – A Member who requests Mutual Assistance under this Agreement.
- N. **Sensitive Security Information** – Any document marked Sensitive Security Information (SSI), including but not limited to any map, report, notes, papers, plans, opinion, or e-mail, which relates to the system vulnerabilities of a Member or Associate Member, shall be handled consistent with proper protocols for Sensitive Security Information under 49 CFR Parts 15 and 1520.
- O. **Standardized Emergency Management System (SEMS)** – A standardized approach to command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.

ARTICLE III. ADMINISTRATION

The administration of the TransMAC will be through the TransMAC Steering Committee and ad hoc project committees as designated by the Steering Committee.

The Steering Committee will be established by representatives from the Members to the TransMAC Agreement and will be originally comprised of the Founding Members that established this Agreement. Membership in the Steering Committee will be by nomination of the current Steering Committee membership from among the Members and Associate Members to this Agreement. The Steering Committee shall be comprised of no more than sixteen (16) Members and no more than eight (8) Associate Members. Steering Committee Members will have full voting rights. Associate Members will serve as advisors and will not have voting rights. A Chair and Vice-Chair will be elected by majority vote for a period of two (2) years and will act as administrators for the TransMAC during that time.

At a minimum, the Steering Committee will meet twice each year and issue a list of current Members and Associate Members. The Steering Committee will also address administrative issues such as database and document management, communications, funding, organization, and annual membership events.

In the event membership to this Agreement grows beyond the original region, comprised of the Counties of Los Angeles, Orange, San Bernardino, and Riverside, to include Members throughout the State of California, then the Steering Committee will explore options for establishing Regional Steering Committees and a State Steering Committee.

ARTICLE IV. PROCEDURES

An Operational Guide, detailing the processes for implementing this Agreement will be developed and adopted by majority vote of the Steering Committee. The Operational Guide will be reviewed and updated at least annually to reflect new material, processes, and to remove obsolete materials and processes. The document and revisions and updates will be reviewed and approved by the Steering Committee prior to publication and dissemination to the Members.

- A. In coordination with local and state emergency management organizations, the TransMAC Steering Committee shall develop operational and planning processes for the implementation of the TransMAC that shall be consistent with the California Emergency Services Act, SEMS, the State Emergency Plan, and the NIMS, reviewed annually and updated as needed by the Steering Committee.
- B. Requests for Mutual Assistance under this Agreement shall be directed to appropriate Authorized Official(s) from the list of Members.
- C. Any private sector Member to this Agreement shall be requested and tasked by a public sector Member before furnishing Mutual Assistance. Private sector Members may not be eligible to receive Mutual Assistance from public sector Members.
- D. Consistent with SEMS, when more than one County is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the Regional Emergency Operations Centers and/or the State Operations Center to ensure maximum effectiveness in allocating resources to the highest priority needs.

ARTICLE V. MEMBER RESPONSIBILITIES

- A. Consistent with the NIMS, SEMS, and this Agreement, each Member shall develop a plan providing for the effective mobilization of its resources and personnel, both public and private, to cope with emergencies.
- B. Each Member agrees to furnish personnel, services, and/or equipment to each and every other Member to this Agreement to prevent and/or respond to any type of emergency in accordance with duly adopted plans, whether heretofore or hereafter adopted, detailing the method and manner by which such personnel, services, and equipment are to be made available and furnished; provided, however, that no Member shall be required to unreasonably deplete its own personnel, services, and/or equipment in furnishing such Mutual Assistance.

- C. It is expressly understood that any Mutual Assistance extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the California Emergency Services Act and other applicable provisions of law.
- D. Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the Member for Mutual Assistance purposes, as allowed by the Member's policies. Such information shall be updated annually or as changes occur (whichever is sooner) and shall be provided to the TransMAC Steering Committee.
- E. Personnel of the Providing Member shall at all times during the Period of Assistance continue to be personnel of the Providing Member and shall not be deemed personnel of the Requesting Member for any purpose. Wages, hours, and other terms and conditions of employment of the Providing Member shall remain applicable to its personnel during the Period of Assistance.
- F. The Providing Member shall make available a sufficient number of Supervisors during its provision of Mutual Assistance consistent with the Providing Member's policies for personnel. All instructions for work to be done by Providing Member's personnel shall be given by Requesting Member to Providing Member supervisor(s); or when Providing Member personnel are to work in separate areas, to such of Providing Member's supervisors as may be designated for the purpose by Providing Member's policies/management.
- G. Unless otherwise agreed, the Requesting Member shall be responsible for supplying and/or coordinating support functions such as travel, lodging, meals, materials, etc. from the time Mutual Assistance arrives to the time of release when it is reasonably able to do so. The Providing Member shall normally be responsible for arranging travel, lodging and meals en route to the Requesting Member and for the return trip home.
- H. The Providing Member's safety and security rules, procedures, policies, guidelines, regulations, and laws shall apply to all work done by its personnel unless as mutually agreed otherwise. Any conflict, disagreement, questions and/or concerns arising about any safety and security rules and/or procedures should be brought to the Authorized Officials for prompt resolution between the Requesting Member and Providing Member.
- I. All time sheets and work records pertaining to the Providing Member's personnel furnishing Mutual Assistance shall be kept by the Providing Member.

ARTICLE VI. **REQUESTS FOR ASSISTANCE**

In general, Mutual Assistance will be in the form of resources, such as personnel, services equipment, and/or supplies. Mutual Assistance shall be given only when Providing Member, in its sole and absolute discretion, determines that its own needs can be met while rendering Mutual Assistance. The execution of this Agreement shall not create any duty to furnish Mutual Assistance on the part of any Member hereto.

- A. **Member Request** – In the event of an emergency, a Member's Authorized Official may request Mutual Assistance from another Member. Requests for Mutual Assistance may be made orally or in writing. When made orally, the request for Mutual Assistance shall

also be prepared in writing and submitted to the Member as soon as possible, but in no event longer than forty-eight (48) hours after the oral request was made. Requests for Mutual Assistance shall be directed to the Authorized Official of the other Member.

- B. **Response to a Request for Assistance** – After a Member receives a request for Mutual Assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, and/or if other circumstances will hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member of its decision.
- C. **Discretion of Providing Member's Authorized Official** – Execution of this Agreement does not create any duty to furnish Mutual Assistance. When a Member receives a request for Mutual Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to furnish Mutual Assistance, or the availability of resources to be furnished in such response. A potential Providing Member shall not be held liable for refusing to provide Mutual Assistance. An Authorized Official's decisions on the availability of resources and the furnishing of Mutual Assistance shall be final.
- D. **Specifying Type and Quantity of Mutual Assistance Resources** – The Requesting Member shall indicate to the Providing Member the number and specific types of resources desired, but the extent to which the Providing Member makes available such resources shall be at the Providing Member's sole discretion. Every effort will be made, to the extent reasonably possible, to accommodate the Providing Member's personnel with assigned work in their job classification.
- E. **Period of Assistance** – The Period of Assistance shall commence when personnel, services and/or equipment expenses are initially incurred by the Providing Member in response to the official request of the Requesting Member. This may include any request for the Providing Member to prepare its personnel, services, and/or equipment for transport and/or to prepare them for the Mutual Assistance assignment, and/or while awaiting further instructions before departing. The Period of Assistance shall terminate when such personnel and/or equipment have returned to the Providing Member, and may include any mandated U.S. Department of Transportation rest time resulting from the Mutual Assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g., cleaning, repair of vehicles, restocking parts).

The Requesting Member and Providing Member should reach a mutual understanding and agreement in advance as to the anticipated length, in general, of the Period of Assistance. For extended Periods of Assistance, there should be agreement on the process for replacing or providing extra rest for the Providing Member's personnel. It is understood and agreed that if, in the Providing Member's judgment, such action becomes necessary; the decision to terminate the assistance and recall personnel and equipment lies solely with the Providing Member. The Requesting Member will take the necessary action to return such personnel and equipment promptly (See Right to Withdraw Resources).

ARTICLE VII.

COST REIMBURSEMENT

Except as herein otherwise provided, the Requesting Member shall reimburse the Providing Member for each of the following categories of costs and expenses incurred by the Providing

Member as a result of furnishing Mutual Assistance during the specified Period of Assistance, as set forth below, or by written mutual agreement reached at the time the request for assistance is agreed to by the Providing Member. Members will use their respective documented financial, accounting, and procurement policies in managing costs and coordinating reimbursement and payment.

- A. **Personnel** – Providing Member's fully burdened personnel costs (i.e., equal to the personnel's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Providing Member's collective bargaining agreements or other prescribed conditions). All personnel costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, including construction equipment, revenue and/or non-revenue vehicles, or any other equipment, shall be at Providing Member's current equipment rates and subject to the following conditions:
1. The Requesting Member shall reimburse the Providing Member for the use of equipment during the specified Period of Assistance, including, but not limited to, any rental rates, fuel, lubrication, maintenance, transportation, and loading/unloading of equipment furnished for Mutual Assistance. Alternatively, Requesting Member may, at its own expense, provide fuel, lubrication and maintenance for furnished equipment until such time as the equipment is returned to the Providing Member.
 2. Providing Member's costs related to the transportation, handling and loading/unloading of equipment shall be chargeable to the Requesting Member.
 3. In the event equipment is damaged while being dispatched to the Requesting Member, or while in the custody and use of the Requesting Member, the Requesting Member shall reimburse the Providing Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then the Requesting Member shall reimburse the Providing Member for the cost of replacing said equipment with equipment that is of at least equal capability as determined by the Providing Member. If the Providing Member must lease equipment while the equipment furnished to the Requesting Member is being repaired or replaced; then the Requesting Member shall reimburse the Providing Member for such lease costs.
- C. **Materials and Supplies** – Requesting Member shall reimburse the Providing Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to the Providing Member in a clean, damage-free condition shall not be charged to the Requesting Member and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Providing Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Payment Period** – Providing Member shall provide an itemized invoice to the Requesting Member for all expenses incurred by the Providing Member while furnishing Mutual Assistance. The Providing Member shall send the itemized invoice not later than ninety (90) days following the end of the Period of Assistance. The Providing Member may request additional periods of time within which to submit the itemized invoice, and Requesting Member shall not unreasonably withhold consent to such requests. The

Requesting Member agrees to reimburse the Providing Member within sixty (60) days from receipt of an invoice for Mutual Assistance furnished under this Agreement. The Requesting Member may request additional periods of time within which to pay the itemized invoice, and Providing Member shall not unreasonably withhold consent to such requests, provided, however, that all payments shall occur no later than one (1) year after the date a final itemized invoice was submitted to the Requesting Member.

- E. **Records** – Each Providing Member and Requesting Member and their duly authorized representatives shall have access to books, documents, notes, reports, papers and records, which are directly pertinent to this Agreement and the Period of Assistance for the purposes of reviewing the accuracy of an invoice or making a financial, maintenance or regulatory audit. Such records shall be maintained in a manner consistent with the Member's records retention policy for at least three (3) years after the close of the Period of Assistance or longer where required by law and as needed for federal reimbursement practices.
1. The Providing Member shall furnish documentation of expenses to the Requesting Member when it submits its invoice. Such documented costs and expenses shall include, but not be limited to the following:
 - a. Employees' wages and salaries for time during the Period of Assistance spent in Requesting Member's service, and time during travel to and from such service area, plus the Providing Member's standard payable additives to cover all personnel benefits and allowances for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation.
 - b. Personnel travel and support functions such as lodging, meals, materials, etc.
 - c. Replacement costs of expendable materials and supplies furnished.
 - d. Repair or replacement costs of equipment damaged or lost.
 - e. Charges for the use of vehicles and other equipment furnished.
 - f. Administrative and general costs, which are properly allocated to Mutual Assistance, to the extent such costs are not chargeable pursuant to the foregoing subsections.

ARTICLE VIII. **RESPONSE COORDINATION**

When providing assistance under this Agreement, the Requesting Member and Providing Member shall be organized by and shall function under the NIMS and SEMS protocols and procedures.

- A. **Resources** – Providing Member retains the right to identify the resources that are available for Mutual Assistance.

- B. **Control** – While personnel furnished through Mutual Assistance shall remain under the employment and supervision of the Providing Member, the Providing Member's personnel come under the direction and control of the Requesting Member when providing Mutual Assistance, consistent with the NIMS and the ICS to address the needs of the Requesting Member and/or as deemed appropriate by the Incident Commander. The Requesting Member's Authorized Official shall coordinate Mutual Assistance activities with the designated supervisor(s) of the Providing Member(s). The Providing Member's designated supervisor(s) must keep accurate records, consistent with Federal Emergency Management Agency (FEMA) standards, of work performed by personnel during the specified Period of Assistance.
- C. **Lodging and Meals** – As set forth in Article V Section I of this Agreement or unless otherwise agreed to in writing by the Requesting and Providing Members, the Requesting Member remains responsible for reimbursing the Providing Member for all reasonable and necessary costs associated with providing lodging and meals, if such resources are not provided.
- D. **Communications** – The Requesting Member shall provide the Providing Member's personnel with communications equipment such as radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and/or the Requesting Member's command and control structure.
- E. **Status** – Unless otherwise provided by law, the Providing Member's officers and personnel retain the same privileges, immunities, rights, duties and benefits as provided in their respective home jurisdictions.
- F. **Licenses and Permits** – To the extent permitted by law, Providing Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials while providing Mutual Assistance during the specified Period of Assistance.
- G. **Right to Withdraw Resources** – The Providing Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Providing Member's sole and absolute discretion. Notice of intention to withdraw resources must be communicated by the Providing Member to the Requesting Member's Authorized Official as soon as possible under the circumstances. Actual release of the Providing Member's furnished resources shall be made as soon as it is safe and practicable as determined by the Requesting Member's Authorized Official. All resources shall be returned to the Providing Member as soon as is practicable and reasonable under the circumstances.
- H. **Right to Cancel a Request for Mutual Assistance or Release Resources** – The Requesting Member's Authorized Official retains the right to cancel a request for Mutual Assistance at any time for any reason prior to the deployment of Mutual Assistance resources by a Providing Member. The Requesting Member also retains the right to release the Providing Member's furnished resources at any time, including when they are en route, for any reason so long as it is safe and practicable to do so. In accordance with Article VII of this Agreement, all policies related to cost reimbursement still apply to the Period of Assistance even if that Period of Assistance is terminated early. Notice of

intention to release resources must be communicated by the Requesting Member to the Providing Member's Authorized Official as soon as possible under the circumstances.

ARTICLE IX.
ARBITRATION

If any controversy or claim arises out of, or relates to, this Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation or arbitration in accordance with the Rules of the American Arbitration Association. Each Member reserves the right at any time after mediation or arbitration to pursue its rights and remedies in a court of law.

ARTICLE X.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall indemnify, hold harmless, and defend the Providing Member from and against any and all liability for loss, damage, cost, or expense which the Providing Member may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Mutual Assistance and whether or not due in whole or in part to any act, omission, or negligence of the Providing Member, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Providing Member, its employees, officers, contractors, or agents. Where payments are made by the Providing Member under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing or Mutual Assistance, the Requesting Member shall reimburse the Providing Member for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Providing Member, its employees, officers, contractors, or agents.

In the event any claim or demand is made, or suit or action is filed against the Providing Member alleging liability for which the Requesting Member shall indemnify and hold harmless the Providing Member under the above paragraph, the Providing Member shall promptly notify the Requesting Member thereof; and the Requesting Member, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it deems necessary or prudent. The Requesting Member shall consult the Providing Member on all such litigation and will not compromise any issue or claim without the concurrence of the Providing Member, which will not be unreasonably withheld. The Providing Member shall cooperate with the Requesting Member's reasonable efforts to investigate, defend, and settle the claim or lawsuit.

ARTICLE XI.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of Mutual Assistance through this Agreement, the parties involved in rendering or receiving Mutual Assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers' compensation.

ARTICLE XII.
WORKERS' COMPENSATION CLAIMS

The Providing Member and Requesting Member are responsible for providing workers' compensation benefits and administering workers' compensation for their respective personnel.

ARTICLE XIII.
NOTICE

Each Member hereto shall give to the others prompt and timely written notice, within fifteen (15) business days of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XIV.
INSURANCE

Members shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the TransMAC. Proof of General Liability and Workers' Compensation coverage must be provided to any Requesting or Providing Member or the Steering Committee upon request.

ARTICLE XV.
SENSITIVE SECURITY INFORMATION

To the extent allowed by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential or Sensitive Security Information provided to it by another Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any confidential or Sensitive Security Information provided to it under this Agreement, the Member or Associate Member shall immediately notify the owner of the confidential or Sensitive Security Information and shall take all reasonable steps necessary to prevent the disclosure of any confidential or Sensitive Security Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XVI.
EFFECTIVE DATE

This Agreement shall take effect for a new Member immediately upon its execution by said Member.

ARTICLE XVII.
WITHDRAWAL

Any Member may terminate its participation in this Agreement by written notice to the Chair of the TransMAC Steering Committee. Withdrawal takes effect sixty (60) days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting

Member's duty to reimburse a Providing Member for costs incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVIII.
MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual Members to the Agreement. Modifications to this Agreement require a simple majority vote of Members. The TransMAC Steering Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon sixty (60) days written notice to the Members.

**ARTICLE XIX.
SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XX.
PRIOR AGREEMENTS**

To the extent that prior mutual assistance agreements among Members are inconsistent with this Agreement, such agreements are hereby superseded.

**ARTICLE XXI.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

**ARTICLE XXII.
TORT CLAIMS**

This Agreement in no way abrogates or waives any immunity or defense available under Federal laws and/or the laws of the State of California.

**ARTICLE XXIII.
INTRASTATE AND INTERSTATE MUTUAL ASSISTANCE PROGRAMS**

To the extent practicable, Members retain the right to participate in mutual assistance activities conducted under the State of California Civil Defense and Master Mutual Aid Agreement, the TransMAC, and the interstate Emergency Management Assistance Compact (EMAC) and similar programs.

**STATE OF CALIFORNIA
TRANSIT MUTUAL ASSISTANCE COMPACT (TransMAC)
EXECUTION OF THE AGREEMENT**

Name of Organization

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Note: Upon obtaining proper signatures, this form must be returned to the TransMAC Chairperson at the regular business address of the Chairperson's agency.



Metro



Cal E·M·A
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY



Foothill Transit
GOING GOOD PLACES



OmniTrans



Dear Transit Partners,

It is with pleasure and pride that we present for your consideration the California Transit Mutual Assistance Compact (TransMAC), an emergency mutual assistance agreement for public transit providers.

This Agreement is designed to forge a resilient, formal, and mutually beneficial relationship among public transit providers that allows us to provide support to each other during the response to, and recovery from, emergencies, pre-planned events, and other incidents that may impact transit operations. It is designed to be similar to mutual aid/assistance agreements in other disciplines (e.g., law enforcement, fire, public works, and utilities).

The Agreement is the collective work of more than thirty agencies throughout the region over the last three years. At the forefront of its creation were the Steering Committee members identified herein.

We believe the Agreement provides maximum flexibility to take advantage of our interconnected nature, our collective voice, and each Agency's individual capabilities. Meanwhile, it ensures each agency maintains control over its assets and is appropriately protected, ultimately enhancing our collective ability to provide service to the public and support public safety missions without interruption. It is only through the collaborative application of our resources that we can gain this level of resilience and serve our communities in times of crisis.

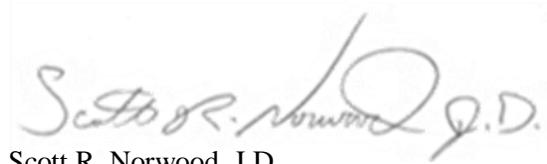
We urge your agency to enter into the Transit Mutual Assistance Compact. To assist you in getting proper authorization to enter the Agreement, we have included a sample Board Report to use as a template for your own accepted Board format if your procedures require Board approval. Once you have properly executed the Agreement, which you may do at any time, please send an executed copy of the Agreement to the Chair of the TransMAC Steering Committee at the following address:

Scott R. Norwood, J.D.,
Chair, TransMAC Steering Committee
Emergency & Homeland Security Preparedness Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-PL-8
Los Angeles, California 90012

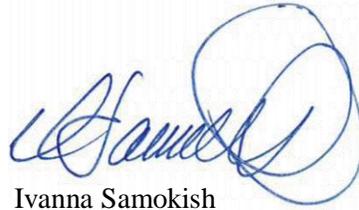
If you have any questions, please contact the Steering Committee Chair at (213) 922-3620 or NorwoodS@metro.net; or any other Steering Committee

member identified below. We look forward to your membership in this critical program and to working with you more closely as we continue to become better prepared for emergency situations.

Thank you for your consideration,



Scott R. Norwood, J.D.,
Chair, TransMAC Steering Committee
Emergency & Homeland Security
Preparedness Manager
Los Angeles County Metropolitan
Transportation Authority
NorwoodS@metro.net



Ivanna Samokish
Vice-Chair, TransMAC Steering Committee
Safety & Security Coordinator
SunLine Transit Agency
ISamokish@sunline.org



Nicholas Lowe
Member, TransMAC Steering Committee
Sr. Operations Planner
California Emergency Management Agency
Nicholas.Lowe@calema.ca.gov



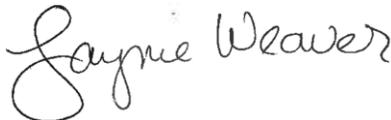
Bruce Gadbois
Member, TransMAC Steering Committee
Security & Emergency Preparedness Manager
Orange County Transportation Authority
BGadbois@octa.net



Jaime Becerra
Member, TransMAC Steering Committee
Director of Safety & Security
Foothill Transit
JBecerra@foothill.org



Mark Crosby
Member, TransMAC Steering Committee
Security & Loss Prevention Supervisor
Omnitrans
Mark.Crosby@omnitrans.org



Laynie Weaver
Member, TransMAC Steering Committee
Safety and Emergency Preparedness Manager
North County Transit District
LWeaver@nctd.org



Sara Kaminske
Member, TransMAC Steering Committee
Assistant Emergency Manager
Orange County Sheriff's Department/Emergency
Management Division
SKaminske@ocsd.org

DATE: June 25, 2013
TO: BOARD OF DIRECTORS
SUBJECT: Election of Board Officers for FY14

RECOMMENDATION

That the Board of Directors appoint and confirm a Chairman and Vice Chairman for FY14.

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND

Board officer elections are conducted annually in June. In 2006, the Board amended AVTA's bylaws to establish a rotation schedule that required an annual rotation of officers, stipulating that the Chairman and Vice Chairman must be from different jurisdictions. In July 2011, the Bylaws were amended again to allow more flexibility regarding the rotation in the event the next person in line is unable to serve.

At the August 28, 2012 meeting, Resolution No. 2012-018 was adopted to eliminate the current rotation schedule and specify term limits of four consecutive years, effective July 1, 2013. It specifically allowed the Board to nominate anyone for Chairman and Vice Chairman, with the stipulation that the same jurisdiction may not occupy both offices at the same time.

Submitted by:

D. Craig Fox
General Counsel

Attachment: Resolution No. 2012-018

**BOARD OF DIRECTORS
ANTELOPE VALLEY TRANSIT AUTHORITY**

RESOLUTION NO. 2012-018

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY
TRANSIT AUTHORITY AMENDING THE AUTHORITY'S BYLAWS TO MODIFY THE
OFFICER SELECTION PROCESS**

WHEREAS, the Antelope Valley Transit Authority's Bylaws establish a rotating procedure for the annual selection of its Chair and Vice Chair; and

WHEREAS, the Board of Directors desires to modify the selection procedure to provide flexibility in the officer selection process.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

- 1. Section 4.50 (Officers) of the Authority's Bylaws is amended in its entirety to read as follows:

4.50 OFFICERS

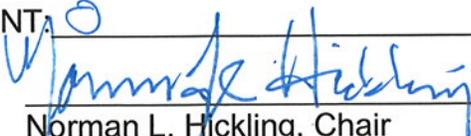
The BOARD shall at its last meeting held in each fiscal year, nominate and elect from its membership a Chair and Vice Chair, each from a different member agency, to take office as of July 1. The term of the Chair and Vice Chair shall be one (1) year provided, however, that no member may serve in either position more than four (4) consecutive one (1) year terms without a minimum one (1) year break in service.

If the Chair position is vacated for any reason before the full term is served, the Vice Chair becomes Chair and a new Vice Chair shall be nominated and elected. If the Vice Chair position is vacated for any reason before the full term is served, a new Vice Chair shall be selected from the jurisdiction of the departing Vice Chair to fill the remainder of the term.

PASSED, APPROVED and ADOPTED this 28th day of August, 2012 by the following vote:

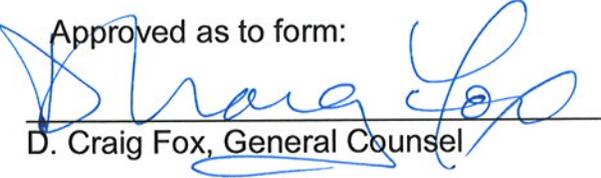
AYES: 6 NOES: 0

ABSTAIN: 0 ABSENT: 0


Norman L. Hickling, Chair

ATTEST:

Julie M. Austin, Board Secretary

Approved as to form:

D. Craig Fox, General Counsel

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: Execute Memorandum of Understanding (MOU) with the City of Palmdale to Provide Bus Stop Maintenance Services

RECOMMENDATION

Authorize the Executive Director to execute an MOU with the City of Palmdale to provide bus stop maintenance services for a five-year term.

FISCAL IMPACT

This MOU will result in gross revenues totaling \$75,383 in FY14, and increasing by 2.5% annually through FY18 (Attachment). Local matching funds to perform bus stop maintenance services will be provided by the City of Palmdale.

BACKGROUND

On April 27, 2010, the Board approved an MOU with the City of Palmdale, whereby the Authority has been performing daily maintenance to all bus stop locations within the City of Palmdale. Three employees of the Authority currently perform those tasks. Tasks include, but are not limited to, graffiti removal, re-painting, garbage removal, power washing, etc. The current MOU expires on June 30, 2013.

It is estimated that the ongoing operational expenses could cost the City of Palmdale approximately \$189,000 annually to maintain all of their bus stops. Authority staff has reviewed the administrative, equipment and labor costs, and grant funding available and found an estimated savings of \$108,000 would be realized by the City of Palmdale, if services provided by the Authority were continued. Based upon a struggling economy, staff recommends an increase of 2.5% per year through the term of the agreement. Calculations regarding the financial impact of this agreement have been incorporated into the Authority's FY14 Business Plan.

MOU with the City of Palmdale for Bus Stop Maintenance Services

June 25, 2013

Page 2

The service amounts for each year of the contract are listed below.

FY14	FY15	FY16	FY17	FY18
\$75,383	\$77,268	\$79,200	\$81,180	\$83,210

Based upon all the cost and grant funding information available, staff is recommending the Board approve an MOU with the City of Palmdale not to exceed five years.

Prepared by:

Submitted by:

Lyle A. Block, CPPB
Procurement Officer

Julie M. Austin
Executive Director

Attachment: A – Bus Stop Maintenance Five-Year Proposal
B – Memorandum of Understanding

ATTACHMENT

AVTA Bus Stop Maintenance 5-Year Proposal - City of Palmdale Bus Stop Maintenance Program

Operating Labor Cost

Field Service Personnel	Employees Name	Annual Hours	Yearly Hours	Straight Hours	Hourly Rate	Compensation	Fringe Benefits	Sub-total
							39.00%	
	Field Service Supervisor	25%	2080	520	\$ 31.14	\$ 16,193	\$ 6,315	22,508
	Field Service Tech. 1	90%	2080	1872	\$ 20.18	\$ 37,777	\$ 14,733	52,510
	Field Service Tech. 2	90%	2080	1872	\$ 24.15	\$ 45,209	\$ 17,631	62,840
								137,858
	Average straight hours per year			1,421				
	Straight cost per Hour				\$ 96.99			
	Labor Costs per Year						FTA 50% Reimbursement	68,929

\$ 137,858 No Match

Capital Equipment Costs

Field Equipment	Description	Quantity					Costs	Sub-total
	Truck	1					36,000	36,000
	Trailer & Steam/Pressure Washer	1					35,000	35,000
	Cyclone Machine	1					100,324	100,324
	Total Equipment Costs							171,324
	FTA 80% Reimbursement on Equipment						20% Local Match	34,265
	Depreciation Schedule in Years	5						
	Depreciable cost per year							\$6,853

\$ 34,265 No Match

Operating Costs

Field Operating Costs	Description	Quantity					Costs	Sub-total
	Operating Cost shown as a percentage of depreciable cost	30%						
	Operating Cost (fuel & maintenance)	10,279					50% Local Match	5,140
	Total Operating cost per year							11,993
	Average Straight Hours per Year	1,421						
	Operating Cost per Hour	\$8.44						
	Total Cost per Hour	\$105.43						
	Average straight costs per year	\$149,850.88						

17,132 No Match

Total Cost per Year

Local Match **\$80,922** \$189,255 No Match
-80922
\$108,333 Savings

	FY2013/14	FY2014/15	FY2015/16	FY2016/17	FY2017/18
AVTA MOU Proposed 5-Year Contract Amounts	\$75,383	\$77,268	\$79,200	\$81,180	\$83,210

**BUS STOP MAINTENANCE
MEMORANDUM OF UNDERSTANDING**

This Bus Stop Maintenance Memorandum of Understanding (“MOU”) is dated July 1, 2013, and is entered into by and between the Antelope Valley Transit Authority (“AVTA”) and the City of Palmdale (“City”).

RECITALS

- A. AVTA is a joint powers authority of which City is a member jurisdiction.
- B. The parties desire to memorialize the terms under which AVTA will provide washing, steam cleaning, trash removal, and graffiti removal (collectively, “Maintenance Services”) for AVTA vehicle bus stops located in City’s territory (“Bus Stops”).

The parties therefore agree as follows:

Section 1. Maintenance Services. AVTA shall provide the Maintenance Services for the Bus Stops to the extent needed. Bus Stops require Maintenance Services a minimum of twice per week (more frequently on busier routes) to ensure adequate cleanliness is maintained. During the summer months, more frequent service may be necessary. AVTA shall provide a contact phone number as a hotline for maintenance issues and post the number at all Bus Stops.

Section 2. Term. The term of this MOU shall be five (5) years, unless earlier terminated. Either party may terminate this MOU for convenience upon thirty (30) days written notice to the other party.

Section 3. Compensation.

3.1 Amount. City agrees to compensate AVTA for the Maintenance Services, and AVTA agrees to accept in full satisfaction for the Maintenance Services, annual payment as follows:

Fiscal Year 2013/2014	\$75,383
Fiscal Year 2014/2015	\$77,268
Fiscal Year 2015/2016	\$79,200
Fiscal Year 2016/2017	\$81,180
Fiscal Year 2018/2019	\$83,210

3.2 Payment. AVTA shall submit quarterly invoices to City for the Maintenance Services. City shall remit payment within thirty (30) days after receipt of each invoice.

Section 4. Indemnification.

4.1 AVTA Obligation. AVTA shall indemnify City and its officers, employees, agents and elected and appointed boards for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of the Maintenance Services by AVTA or its contractors or subcontractors, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of AVTA, its contractors or subcontractors. At their own expense, AVTA and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against City founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. At all times during the term of this MOU, AVTA and any contractors or subcontractors working on its behalf shall maintain at their sole cost Comprehensive General Liability Insurance applicable on an occurrence basis, with limits no less than one million dollars (\$1,000,000.00) per person/occurrence and in the aggregate. AVTA and any contractors or subcontractors working on its behalf shall name City, its officers, employees, and elected and appointed boards as additional insureds under the policy.

4.2 City Obligation. City shall indemnify, defend and hold harmless AVTA and its Directors and employees from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of City or City's officers, employees, agents or subcontractors in connection with the condition of the Bus Stops, except as it relates to Maintenance Services.

4.3 Survival. The parties' covenants under this Section shall survive the termination of this MOU.

Section 5. Notices. Any notice to be given by the parties hereto will be by certified mail, return receipt requested, and will be as follows:

If to the City:

City Manager
City of Palmdale
38300 Sierra Highway
Suite A
Palmdale, CA 93550

All notices shall be copied to:

City Attorney
City of Palmdale
38300 Sierra Highway
Suite C
Palmdale, CA 93550

If to AVTA:

Executive Director
Antelope Valley Transit Authority
42210 6th Street West
Lancaster, CA 93534

Section 6. Acknowledgment. The parties acknowledge that neither the execution of this MOU nor AVTA's performance of the Maintenance Services is intended to result in, or shall be construed as resulting in, a transfer to AVTA of the ownership or control of the Bus Stops.

Section 7. Entire Agreement. This MOU represents the entire integrated agreement between the parties regarding Maintenance Services. This MOU supersedes all prior negotiations, representations or agreements, either written or oral regarding Maintenance Services. This MOU may be amended only by written instrument signed by the parties.

IN WITNESS WHEREOF, the governing bodies of the parties have authorized this MOU to be executed.

"AVTA"
Antelope Valley Transit Authority

"CITY"
City of Palmdale

By: _____
Julie M. Austin, Executive Director

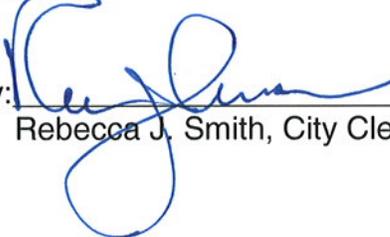
By: _____

James C. Ledford, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Richard, Watson & Gershon
A Professional Corporation

By: _____

Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: _____

Wm. Matthew Ditzhazy, City Attorney

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: Award Contract # 2013-001 to Avail Technologies, Inc. for an Intelligent Transportation System (ITS)

RECOMMENDATION

Authorize the Executive Director to negotiate final terms and conditions and execute Contract # 2013-001 to Avail Technologies, Inc., State College, PA to implement an Intelligent Transportation System (ITS) for the Antelope Valley Transit Authority.

FISCAL IMPACT

Total cost for this project will not exceed \$2,314,518, plus a contingency of 8% or \$185,482, for a total cost of \$2,500,000. Funds for the ITS project have been included in the FY14 Business Plan Data & Communications budget (Grant CA-90-Y372: \$70,000; Grant CA-90-Y616: \$495,000; Grant CA-90-Y799: \$785,000; Grant CA-90-Y875: \$1,220,000).

Other fiscal considerations: Avail's technology gives dispatchers the ability to log incidents/operations manually - for instance, the reason why a particular route is running late or information about an accident. This could potentially provide a savings to AVTA. While Avail has proposed a hosted solution at their datacenter in Pennsylvania, staff is discussing the option to house the equipment here at AVTA. This approach would save AVTA approximately \$1,000 per month by eliminating the need for additional bandwidth and provides an opportunity for improvements to our server infrastructure. The cost of hosting the system at the Avail datacenter is \$66,000 for the five-year term of the contract. We believe that we can realize a 10-25% savings by supplying the servers and housing them here. Furthermore, there will be additional server capacity available. The final contract will include two 100% bond requirements. During the implementation phase, the contract will require a 100% performance bond. For contract years two through five, AVTA will require a 100% maintenance bond. There will be no up-front payment to the vendor. Specific milestones will be established for partial payments with a 10% retainage until final acceptance of the project.

BACKGROUND

The release of the ITS project RFP was approved by the Board of Directors in October 2010. The process took a back seat to the organizational issues at the time. Staff investigated options and requested sample RFPs from several regional transit

organizations. On-site demonstrations were provided by several vendors at AVTA including the possibility of upgrading a previous ITS project.

During the summer of 2012, the draft RFP was completed. The primary components requested included automatic stop annunciators, automated passenger counting, predictive bus arrival information, aids for customer service and dispatch, and other items as detailed in Attachment A.

AVTA circulated the draft RFP and invited interested vendors to participate in a preview meeting ("industry review") to solicit feedback on the draft RFP. Our goal was to circulate a final RFP that maximized the use of off-the-shelf hardware and software. Sixteen companies participated in the preview, either in person at AVTA or via conference call. A number of changes were made to the RFP as a result of very positive input from vendors.

The final RFP was released January 31, 2013 with proposals due March 14, 2013; however, that date extended to March 28, 2013. A pre-proposal conference was held on February 20, 2013 to give the AVTA staff an opportunity to clearly outline our expectations and vendors an opportunity to ask questions. Eighteen companies participated in person or via telephone.

Seven proposals were submitted by the closing date of March 28, 2013. Similar procurements in Montebello, Santa Clarita and Torrance resulted in only a few responses. The review process included four evaluators of the written proposals and on-site demonstrations. Director of Finance Colby Konisek reviewed the financial information submitted by the recommended vendor. Procurement Officer Lyle Block reviewed the required documentation and determined that all proposals were responsive. The evaluation team reviewed the following proposals and the four highlighted vendors were short-listed.

Vendor	Location	Quote	Written Proposal Score (800 Possible)
Connexionz, LTD	Christchurch, NZ	\$1,513,971	762.9
Syncromatics Corp	Los Angeles, CA	\$2,063,281	798.0
Avail Technologies, Inc.	State College, PA	\$2,314,518	796.2
Clever Devices, LTD	Woodbury, NY	\$2,405,128	788.0
RouteMatch Software	Atlanta, GA	\$2,483,225	745.0

Vendor	Location	Quote	Written Proposal Score (800 Possible)
Trapeze Software Group, Inc.	Scottsdale, AZ	\$2,605,660	629.4
Los Alamos Technical Associates	Albuquerque, NM	\$2,667,204	556.0

The four vendors that were short-listed were invited to AVTA for oral interviews. Each vendor was given 45 minutes for the presentation and 15 minutes for questions. Oral interview scores are noted below.

Vendor	Interview Score
Connexionz, LTD	270.0
Syncromatics Corp	315.0
Avail Technologies, Inc.	355.0
Clever Devices, LTD	310.0

Next, the evaluation team conducted site visits at locations selected by the vendors to observe in-service demonstrations and consult with system users (agency staff). In all but one case, the evaluators were provided with information regarding the clients' view of responsiveness of customer support, any delays in implementation and any change orders during the implementation. Avail Technologies had the best on-site demonstration, scoring 385 out of 400 possible points.

Vendor	Site Visit	Site Visit Score (400 Possible)
Connexionz, LTD	Santa Clarita Transit	285.0
Syncromatics Corp	LADOT	275.0
Avail Technologies, Inc.	Victor Valley Transit Auth.	385.0
Clever Devices, LTD	Central Contra Costa Transit Auth	310.0

The combined scoring is summarized below.

Vendor	Scores			
	Written	Oral	Site Visit	Total
Maximum Points Possible:	800	400	400	1600.0
Avail Technologies, Inc.	796.2	355.0	385.0	1536.2
Clever Devices, LTD	788.0	310.0	310.0	1408.0
Syncromatics Corp	798.0	315.0	275.0	1388.0
Connexionz, LTD	762.9	270.0	285.0	1317.9

The recommendation for Avail Technologies was unanimous from all four evaluators. Attachment A outlines Avail's Qualifications and the reasons the evaluators are recommending this firm.

About Avail Technologies:

Founded January 1, 1999, Avail Technologies is a licensed Corporation in the state of Pennsylvania that is headquartered in State College, Pennsylvania. This single location provides an atmosphere of team synergies, which encourages the dynamic exchange of ideas between our engineers and fosters innovative concepts for the transit industry.

By design, Avail has remained a small company that stays focused on providing cost effective engineering services and cutting edge technologies to our target market of transit operators with medium sized fleets. This targeted approach is a huge benefit to our customers as it allows Avail to dedicate all of our resources to understanding the needs of these properties and ensures that we are the industry experts for transit operators of this size. To date, Avail is the only Systems Integrator that has limited our pursuits to a specific market segment.

Behind the scenes at Avail is a staff with more than 300 years of combined experience working with transit professionals throughout North America and the world, to design, develop and adopt technology solutions, which provide the features and benefits that improve daily operations. This experience has not only taught Avail how to maximize the positive results that can be achieved through technology adoption, but it has allowed them the opportunity to perfect their approach to systems integration.

Today, the result of this experience is evidenced in Avail's track record of 100% customer satisfaction and their staff being recognized by vendors and transit professionals alike, as possessing some of the most talented and sought after engineering resources in the public transit market.

Prepared by:

Submitted by:

Len Engel
Director of Operations and Maintenance

Julie M. Austin
Executive Director

Attachments: A – Avail's qualifications
B – Evaluation highlights

ATTACHMENT A

What we get with the ITS project:

Some of the main features of AVTA's ITS project will include:

Automatic Passenger Counting (APC) – this is done by passengers breaking a beam projected from above the doors of the bus. It detects the direction the passenger is going so it can count boardings and alightings. If the wheelchair lift is deployed, the passenger is counted as wheelchair. The counts are geocoded so we will be able to get counts by bus stop.

Automatic Stop Announcements – when the bus enters a “trigger zone” an announcement will be made for the upcoming ADA bus stop.

Predictive Bus Arrival Information – riders will be able to get next bus arrival information at the bus stop on their smartphone via a QR code posted at the bus stop; via SMS when a text message is sent to ITS system; via the AVTA website; and, by telephone.

Website – AVTA's website will include an interactive map that will show bus location on a Google-based map. Hovering over a bus on the map will provide on-time status and arrival time at the next stop location.

On-Time Performance Status – Information is provided to dispatch, customer service, the public and is logged for future reference.

Dispatch Desktop – the system integrates all this information for the dispatcher. In addition, the dispatcher can get information on which operator is on a route; communicate with an individual operator (or all) by voice and/or via the on board Mobile Data Terminal (MDT). Operators can request to communicate with dispatch in normal mode or covertly in case of an emergency. The system also automatically logs incidents, for instance, when and where a bus was behind or ahead of schedule.

Customer Service Module – the system has a special module for customer service staff, giving them the ability to monitor the system and provide better information to our riders. The system will allow any AVTA user to replay the service. For instance, if a customer complains that the bus never arrived, customer service will be able to replay the service on that route at that time to determine what actually happened. This is available for up to a year.

ATTACHMENT B

Avail Technologies Evaluation Highlights

A number of items about Avail Technologies impressed the team during the evaluation phase.

Avail Technologies is an employee-owned company (ESOP). Every member of the team has a vested interest in meeting the Authority's expectations and making the project a success.

During the site visit to Victor Valley Transit Authority (VVTA), the full team, including Avail's President, participated in the complete live demonstration of their latest technology operating in Santa Rosa.

Members of Avail's staff have been the industry pioneers in technology. Several have been primary contributors to the patents on GPS-triggered Next Stop Announcements and GPS-triggered Traffic Signal Priority technology.

Staff was able to meet privately with the VVTA employees that were part of the implementation program to discuss any challenges there might have been during the process. There are always bumps in the road, but from their perspective, Avail was always there to make things right.

It was obvious to staff that Avail is an active partner, making sure they understand the client's expectations and making suggestions regarding what might be a better approach. In VVTA's experience, sometimes it meant a cost savings for them.

Avail's customer training program, Follow on Adoption Support Training (FAST), was far superior to anything else we evaluated.

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: Award Contract #2013-022 to Vinsa, Inc. for Insurance Broker of Record and FY 2013-14 Insurance Policies

RECOMMENDATION

Authorize the Executive Director to execute Contract #2013-022 with Vinsa, Inc., dba Insurance Associates, of Lancaster, CA naming them as Insurance Broker of Record with an amount not to exceed \$350,000 for the Authority's FY14 insurance policies and coverages as listed in the Policy Comparison FY13 to FY14 (Attachment A).

FISCAL IMPACT

Sufficient funds have been included in the FY14 Business Plan to pay for these required services.

BACKGROUND

In accordance with AVTA's Procurement Policy, staff released a Request for Proposals (RFP) on March 27, 2013, seeking proposals from experienced and qualified insurance brokerage firms to provide risk-management related insurance services for the marketing and placement of the Authority's workers' compensation, property and casualty coverages. The selected brokerage firm will provide professional consulting services and support regarding insurance issues and questions that may arise during the course of the contract. The contract shall not exceed a five (5) year period. This contract will also initiate a change in the start date of most of our insurance policy terms will to commence concurrently on July 1, 2013 rather than staggered dates.

Prior to issuance, the Board and TAC members were notified and asked to submit any recommendations for potential vendors. Staff posted the solicitation document to AVTA's website and advertisements were placed in the *Antelope Valley Press* and the *Our Weekly Lancaster* newsletter. The local Chambers of Commerce and AV Board of Trade were also notified via their respective email lists. Staff mailed a solicitation to six (6) firms: four (4) from Lancaster, and two (2) from Los Angeles, CA. Two (2) additional

firms registered and downloaded the RFP; one (1) each from Los Angeles and Newport Beach.

On the due date of April 25, 2013, of the eight (8) firms that received the RFP, one (1) firm responded with a proposal. Staff evaluated and ranked the proposal on the following criteria: proposer's ability, experience, personnel, similar contracts, references, consultation experience with training, safety, loss control, claims management, and price. Listed below are the combined scoring totals on the proposals.

Firm	Possible Points	Awarded Points
Vinsa, Inc, dba as Insurance Associates, of Lancaster, CA	145	138

Staff evaluated the proposal and found the proposer met the specifications and pricing provided is fair and reasonable.

Sole Source Justification (Attachment B):

Eight firms received this proposal yet we received only one response. This contract award qualifies as a sole source procurement under AVTA and FTA Guidelines as follows:

SINGLE BID OR SINGLE PROPOSAL. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

X 1) *Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.*

Attachment A shows a comparison of the current year policies to the proposed policies. Depending upon final quotes for various coverage, Vinsa estimates an overall premium increase of \$44,318.

Based on the proposal received and evaluation of requisite document submittal and submitted pricing, staff is recommending the Board approve a contract with Vinsa, Inc. dba Insurance Associates for a term not to exceed five years with an amount not to exceed \$350,000 for FY14 insurance policies.

Prepared by:

Submitted by:

Lyle A. Block, CPPB
Procurement Officer

Julie M. Austin
Executive Director

Attachments: A – Policy Comparison FY13 to FY14
B – Sole Source Justification Form



ATTACHMENT A

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

May 30, 2013

Antelope Valley Transit Authority
42210 6th Street West
Lancaster, California 93534

Attention: Lyle Block

RE: AVTA Insurance program

Dear Lyle,

Please accept this letter as a follow up to the insurance summary that was part of our response to the AVTA Request for Proposal.

Below you will find a overview of the 2012-2013 insurance program along with a projection for the 2013-2014 program year;

Table with 3 columns: Coverage, 2012-2013, 2013-2014. Rows include General Liability, Automobile Insurance, Excess Liability, Excess Liability-second layer, D&O/EPLI coverage, Cyber Liability, Property, Crime, DIC(Earthquake), Workers' Compensation, and Annual premium.

Please note that this estimated premium is subject to changes that have occurred during the program year, such as addition/deletion of a vehicle, change in property limits, etc.

We have been receiving renewal indications from the current insurance carriers, as well as other markets that we have approached on behalf of AVTA. Based on the indications that we have received to date, we anticipate a cumulative renewal offer of less than \$330,000. That being said, we have received a very competitive proposal from one of our carriers that should receive consideration from AVTA due to some significant coverage enhancements. The current coverage includes D&O/EPLI

coverage with a limit of \$5,000,000 with a retention(deductible) of \$100,000. Part of the proposal that we received from Travelers Insurance Company includes limits of up to \$15,000,000 for D&O/EPLI coverage with a retention(deductible) of \$10,000. We believe that the Travelers Insurance Company proposal warrants serious consideration. Based on this option, we believe that the worst case scenario for a total program cost is \$350,000. While we don't anticipate the final premium to be at that figure, we are being conservative in our estimate for budget purposes.

Please note that the various options being referenced were detailed in our response to the AVTA Request for Proposal.

The final program cost will be developed based on our meeting with AVTA staff and review of the various options that are presented for your consideration.

Please let us know if you have any further questions.

Thank you,



John Massari
VINSA, INC.

ANTELOPE VALLEY TRANSIT AUTHORITY
RENEWAL PROPOSAL
7/1/2013-7/1/2014

EXPIRING POLICIES 9/29/2012-7/1/2013	<u>GENERAL LIABILITY</u>	RENEWAL QUOTES #1 7/1/2013-7/1/2014	RENEWAL QUOTES #2 7/1/2013-7/1/2014
PHILADELPHIA INSURANCE COMPANIES	INSURANCE COMPANY	PHILADELPHIA INSURANCE COMPANIES	TRAVELERS INSURANCE COMPANY
OCCURRENCE	FORM	OCCURRENCE	OCCURRENCE
GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE EXCLUDED EACH OCCURRENCE \$1,000,000 PERS. & ADVERTISING INJURY \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU \$100,000 MEDICAL PAYMENTS \$5,000 DEDUCTIBLE: \$5,000 RATING BASIS: AREA 100,000 (Flat/Not Auditable)	LIMITS	GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE EXCLUDED EACH OCCURRENCE \$1,000,000 PERS. & ADVERTISING INJURY \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU \$100,000 MEDICAL PAYMENTS \$5,000 DEDUCTIBLE: \$5,000 RATING BASIS: AREA 100,000 (Flat/Not Auditable)	GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$2,000,000 EACH OCCURRENCE \$1,000,000 PERS. & ADVERTISING INJURY \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU \$300,000 MEDICAL PAYMENTS \$5,000 ABUSE OR MOLESTATION AGGREGATE \$2,000,000 EACH ABUSE OR MOLESTATION OFFENSE \$1,000,000 DEDUCTIBLE: \$0
\$28,357.00	PREMIUM	\$27,705.00	\$21,981
	<u>EMPLOYEE BENEFITS LIABILITY</u>		
NOT INCLUDED	INSURANCE COMPANY	PHILADELPHIA INSURANCE COMPANIES	TRAVELERS INSURANCE COMPANY
	LIMIT	AGGREGATE \$2,000,000 EACH OCCURRENCE \$1,000,000	AGGREGATE \$3,000,000 EACH OCCURRENCE \$1,000,000
	PREMIUM	\$300.00	\$300.00

9/29/2012-7/1/2013	<u>AUTOMOBILE</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
PHILADELPHIA INSURANCE COMPANIES	INSURANCE COMPANY	PHILADELPHIA INSURANCE COMPANIES	TRAVELERS INSURANCE COMPANY
COMBINED SINGLE LIMIT: \$1,000,000 UNINSURED MOTORIST: \$1,000,000 MEDICAL PAYMENTS \$5,000 COMPREHENSIVE DEDUCTIBLE \$500 COLLISION DEDUCTIBLE \$1,000 VEHICLES: 6 VEHICLES, 1 TRAILER (SEE SCHEDULE IN QUOTE)	LIMIT	COMBINED SINGLE LIMIT: \$1,000,000 UNINSURED MOTORIST: \$1,000,000 MEDICAL PAYMENTS \$5,000 COMPREHENSIVE DEDUCTIBLE \$500 COLLISION DEDUCTIBLE \$1,000 VEHICLES: 7 VEHICLES, 1 TRAILER (SEE SCHEDULE IN QUOTE)	COMBINED SINGLE LIMIT: \$1,000,000 UNINSURED MOTORIST: \$1,000,000 COMPREHENSIVE DEDUCTIBLE \$1,000 COLLISION DEDUCTIBLE \$1,000 VEHICLES: 7 VEHICLES, 1 TRAILER (SEE SCHEDULE IN QUOTE)
\$9,718.40	PREMIUM	\$12,642.00	\$14,905
9/29/2012-7/1/2013	<u>UMBRELLA</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
PHILADELPHIA INSURANCE COMPANIES (AM BEST RATING)	INSURANCE COMPANY	PHILADELPHIA INSURANCE COMPANIES (AM BEST RATING)	TRAVELERS INSURANCE COMPANY
OCCURENCE	FORM	OCCURENCE	OCCURENCE
AGGREGATE LIMIT \$5,000,000 EACH OCCURENCE \$5,000,000 RETENTION: \$10,000	LIMIT	AGGREGATE LIMIT \$5,000,000 EACH OCCURENCE \$5,000,000 RETENTION: \$10,000	AGGREGATE LIMIT \$14,000,000 EACH OCCURENCE \$14,000,000 RETENTION: \$10,000
\$8,247.00	PREMIUM	\$8,465.00	\$66,589
9/29/2012-7/1/2013	<u>EXCESS LIABILITY</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
RSUI INDEMNITY COMPANY	INSURANCE COMPANY	RSUI INDEMNITY COMPANY	
AGGREGATE LIMIT \$10,000,000 RETENTION: N/A	LIMIT	AGGREGATE LIMIT \$10,000,000 RETENTION: N/A	INCLUDED IN UMBRELLA ABOVE
\$14,375.00 \$ 400.00 \$14,775.00	PREMIUM COMPANY BROKER FEE TOTAL PREMIUM	\$12,500.00 \$ 400.00 \$12,900.00	INCLUDED IN UMBRELLA ABOVE

9/29/2012-7/1/2013	<u>DIRECTORS & OFFICERS</u> <u>EMPLOYMENT PRACTICES</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
DARWIN SELECT INSURANCE COMPANY	INSURANCE COMPANY	DARWIN SELECT INSURANCE COMPANY	TRAVELERS INSURANCE COMPANY
CLAIMS MADE	FORM	CLAIMS MADE	CLAIMS MADE
PUBLIC OFFICIALS MANAGEMENT \$5,000,000 EMPLOYMENT PRACTICES LIABILITY \$5,000,000 POLICY AGGREGATE \$5,000,000 NON-MONETARY COVERAGE – DEFENSE ONLY \$200,000 NON-MONETARY COVERAGE – DENFENSE ONLY AGG \$400,000 CRISIS MANAGEMENT \$25,000	LIMIT	PUBLIC OFFICIALS MANAGEMENT \$5,000,000 EMPLOYMENT PRACTICES LIABILITY \$5,000,000 POLICY AGGREGATE \$5,000,000 NON-MONETARY COVERAGE – DEFENSE ONLY \$200,000 NON-MONETARY COVERAGE – DENFENSE ONLY AGG \$400,000 CRISIS MANAGEMENT \$25,000	PUBLIC OFFICIALS MANAGEMENT \$1,000,000 EMPLOYMENT PRACTICES LIABILITY \$1,000,000 POLICY AGGREGATE \$2,000,000
\$100,000 FOR ALL EXCEPT CRISIS MANAGEMENT WHICH IS \$5,000	RETENTION	\$100,000 FOR ALL EXCEPT CRISIS MANAGEMENT WHICH IS \$5,000	\$10,000 FOR PUBLIC OFFICIALS MANAGEMENT \$15,000 FOR EMPLOYMENT PRACTICES
\$18,759.00 \$ <u>854.67</u> \$19,613.67	PREMIUM COMPANY BROKER FEE/TAXES TOTAL PREMIUM	\$21,593.00 \$ <u>1,493.82</u> \$23,086.82	\$15,789

9/29/2012-7/1/2013	<u>PRIVACY 101 (CYBER) LIABILITY</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
ALLIED WORLD NATIONAL ASSURANCE COMPANY	INSURANCE COMPANY	ALLIED WORLD NATIONAL ASSURANCE COMPANY	ALLIED WORLD NATIONAL ASSURANCE COMPANY
CLAIMS MADE	FORM	CLAIMS MADE	CLAIMS MADE
POLICY AGGREGATE LIMIT \$1,000,000 PRIVACY AND NETWORK SECURITY LIMIT \$1,000,000 NOTIFICATION AND CREDIT MONITORING LIMIT \$1,000,000 CRISIS MANAGEMENT AND DATA FORENSICS LIMIT \$25,000	LIMIT	POLICY AGGREGATE LIMIT \$1,000,000 PRIVACY AND NETWORK SECURITY LIMIT \$1,000,000 NOTIFICATION AND CREDIT MONITORING LIMIT \$1,000,000 CRISIS MANAGEMENT AND DATA FORENSICS LIMIT \$25,000	POLICY AGGREGATE LIMIT \$1,000,000 PRIVACY AND NETWORK SECURITY LIMIT \$1,000,000 NOTIFICATION AND CREDIT MONITORING LIMIT \$1,000,000 CRISIS MANAGEMENT AND DATA FORENSICS LIMIT \$25,000
\$2,500 FOR ALL PARTS	RETENTION	\$2,500 FOR ALL PARTS	\$2,500 FOR ALL PARTS
\$1,810.55	PREMIUM/TAXES	\$2,010.49	\$2,010.49
7/1/2012-7/1/2013	<u>PROPERTY</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
\$350,000,000 (MILLION) EACH OCCURRENCE SUBJECT TO VARIOUS SUBLIMITS TIV \$23,078,709	LIMIT	\$350,000,000 (MILLION) EACH OCCURRENCE SUBJECT TO VARIOUS SUBLIMITS TIV \$27,504,547	TOTAL INSURABLE VALUE \$26,799,070 UNLISTED EQUIPMENT COVERAGE \$70,000
\$5,000.00	DEDUCTIBLE	\$5,000.00	\$5,000.00
\$42,176.60	PREMIUM	\$59,286.48	\$45,193
7/1/2013-7/1/2014	<u>CRIME</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
TRAVELERS INSURANCE COMPANY	INSURANCE COMPANY	TRAVELERS INSURANCE COMPANY	TRAVELERS INSURANCE COMPANY
\$500,000 EACH INSURING AGREEMENT \$25,000 RETENTION	LIMIT	\$500,000 EACH INSURING AGREEMENT \$25,000 RETENTION	\$500,000 EACH INSURING AGREEMENT \$25,000 RETENTION
\$5,017.00	PREMIUM	\$5,688.00	\$5,688.00

8/4/2012-8/4/2013	<u>DIFFERENCE IN CONDITIONS</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
INSURANCE COMPANY OF THE WEST	INSURANCE COMPANY	INSURANCE COMPANY OF THE WEST	INSURANCE COMPANY OF THE WEST
TOTAL INSURABLE VALUE \$23,477,024	LIMIT	TOTAL INSURABLE VALUE \$23,477,024	TOTAL INSURABLE VALUE \$23,477,024
7.5%	DEDUCTIBLE	7.5%	7.5%
\$63,063	PREMIUM	RENEWAL PREMIUM EXPECTED TO BE NO MORE THAN 10% BUT WITH POSSIBILITY OF NO INCREASE, RENEWING IN AUGUST 2013 ESTIMATED PREMIUM +\$63,000 - \$69,000	RENEWAL PREMIUM EXPECTED TO BE NO MORE THAN 10% BUT WITH POSSIBILITY OF NO INCREASE, RENEWING IN AUGUST 2013 ESTIMATED PREMIUM \$63,000 - \$69,000
7/1/2012-7/1/2013	<u>WORKERS COMPENSATION</u>	7/1/2013-7/1/2014	7/1/2013-7/1/2014
CSAC-EIA	INSURANCE COMPANY	CSAC-EIA	TRAVELERS INSURANCE COMPANY
\$1,000,000	LIMIT	\$1,000,000	\$1,000,000
\$101,174.00	PREMIUM	ESTIMATED PREMIUM \$82,251.40	ESTIMATED PREMIUM \$96,814.00
\$293,952.22	TOTAL ESTIMATED* PROGRAM PREMIUM	\$275,630.19* (PENDING FIRM DIC PREMIUM)	\$338,269.49* (PENDING FIRM DIC PREMIUM)

***SOME PREMIUMS HAVE NOT BEEN FINALIZED AND ARE ESTIMATES ONLY FOR THE PURPOSES OF THIS COMPARISON. FINALIZED RENEWAL QUOTES MAY COME IN DIFFERENTLY.**

THIS COMPARISON IS DESIGNED TO GIVE YOU AN OVERVIEW OF THE INSURANCE COVERAGES PROPOSED BY THE COMPANIES SHOWN. IT IS MEANT ONLY TO BE A SNAPSHOT OF THE QUOTES AND SHOULD NOT BE CONSTRUED AS A LEGAL INTERPRETATION OF THE ACTUAL INSURANCE POLICIES. ALL POLICIES MUST BE CONSULTED FOR COMPLETE DETAILS OF EXCLUSIONS, LIMITATIONS, WARRANTIES AND SPECIAL CONDITIONS.

Marketing:

General Liability

Philadelphia – Quoted

CSAC – Declined

Travelers – Quoted

Directors & Officers

Travelers – Quoted

Darwin – Quoted

Property

SPIP – Quoted

Travelers – Quoted

Workers Compensation

Travelers – Quoted

CSAC – Quoted

Preferred Employers – Declined

Employers Compensation – Declined

The Hartford – Declined

State Compensation Insurance Fund – Quoted \$127,800

ICW – Declined

Companion – Pending response

Guard – Declined

Zurich – Pending Response

Berkshire Hathaway – Declined

Difference in Conditions

Currently being marketed with all available markets, a complete list will be available once quote is received.

ATTACHMENT B

SOLE SOURCE JUSTIFICATION AND APPROVAL FORM

Reference: AVTA Procedure ____ (FTA C 4220.1F, Section 3.i, Chapter VI (Page VI-15))

1. Estimated contract amount: **\$ 350,000 for year one (1) of a five (5) contract.**
2. Recommended supplier name, address, and contact information:

Vinsa, Inc., dba Insurance Associates, P.O. Box 4440, Lancaster, CA

3. Description of requested items or services and their purpose (Attach additional sheets as necessary):

Approve a Sole-Source Justification and recommendation to the Board in order to authorize the Executive Director to execute a contract with Vinsa, Inc., dba Insurance Associates, of Lancaster, CA as Insurance Broker of Record, and an amount not to exceed \$350,000 for FY 2013-14 Insurance Policy Renewals. Contract shall not exceed a five (5) year period. Remaining policy renewals will be negotiated prior to each contract anniversary date. Staff will seek yearly authorization from the Board for insurance renewals.

4. Justification for request:

___ A. UNIQUE CAPABILITY OR AVAILABILITY. The property or services are available from one source if one of the conditions described below is present:

- ___ 1) *Unique or Innovative Concept.* The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
- ___ 2) *Patents or Restricted Data Rights.* Patent or data rights restrictions preclude competition.
- ___ 3) *Substantial Duplication Costs.* In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- ___ 4) *Unacceptable Delay.* In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award

to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

- X B. SINGLE BID OR SINGLE PROPOSAL. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
- X 1) Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
- ___ 2) Inadequate Competition. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.
- ___ C. UNUSUAL AND COMPELLING URGENCY. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.
- ___ D. ASSOCIATED CAPITAL MAINTENANCE ITEM EXCEPTION REPEALED. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other sole source acquisitions.
- ___ E. AUTHORIZED BY FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations:
- ___ 1) CONSORTIUM, JOINT VENTURE, TEAM, PARTNERSHIP. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the

participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

___ 2). FAR STANDARDS. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:

___ a) *Statutory Authorization or Requirement.* To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.

___ b) *National Emergency.* To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.

___ c) *Research.* To establish or maintain an educational or other non-profit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.

___ d) *Protests, Disputes, Claims, Litigation.* To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.

___ e) *International Arrangements.* When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.

___ f) *National Security.* When the disclosure of the recipient's needs would compromise the national security.

___ g) *Public Interest.* When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.

___ F. NONE OF THE ABOVE APPLIES. A detailed explanation and justification for this sole source request is attached.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Use additional sheets as necessary.

In accordance with AVTA's Procurement Policy and Procurement Outreach Program guidelines, staff released a Request for Proposals (RFP) on March 27, 2013, seeking proposals from experienced and qualified insurance Brokerage firms to provide risk-management related insurance services for the marketing and placement of the Authority's workers' compensation, property and casualty coverages.

Prior to issuance, the Board and TAC members were notified and asked to submit any recommendations for potential vendors. Staff posted the solicitation document to AVTA's website and advertisements were placed in the *Antelope Valley Press* and the *Our Weekly Lancaster* newsletter. The local Chambers of Commerce and AV Board of Trade were also notified via their respective email lists. Staff mailed a solicitation to six (6) firms; four (4) from Lancaster, and two (2) from Los Angeles, CA. Two (2) additional firms registered and downloaded the RFP; one (1) each from Los Angeles and Newport Beach.

The RFP opened on April 25, 2013, and of the eight (8) firms that received the RFP, one (1) firm responded with a proposal. Staff evaluated and ranked the proposal on the following criteria: proposer's ability, experience, personnel, similar contracts, references, consultation experience with training, safety, loss control, claims management, and price. Listed below are the combined scoring totals on the proposals.

Firm	Possible Points	Awarded Points
Vinsa, Inc, dba as Insurance Associates, of Lancaster, CA	145	138

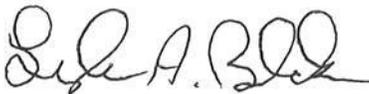
Staff evaluated the solicitation specifications, submitted proposal and pricing, which were all found to be fair and reasonable.

Based on the solicitation specification review, proposal received and evaluation of requisite document submittal and pricing, staff is recommending a Sole-Source Procurement be approved for Vinsa, Inc. dba Insurance Associates for a term not to exceed five years with an amount not to exceed \$350,000 for FY 2013-14 insurance policy renewals.

Requested by: Lyle Block	Department: Finance
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Prepared by: Lyle Block	Date: June 11, 2013
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I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested item(s) or service(s).

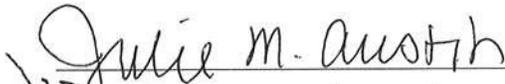
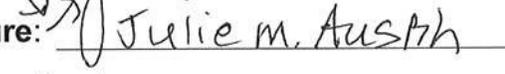
Signature:  **Date:**

THIS SECTION FOR USE BY AVTA PROCUREMENT DEPARTMENT ONLY

Requisition Number:

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
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Reason for Non-Approval:

Name: 
Signature: 
Date: 6/11/13

Note:

Revised: 2/12/13

DATE: June 25, 2013

TO: BOARD OF DIRECTORS

SUBJECT: Approval of Proposed FY14 Business Plan and Short Range Transit Plan

RECOMMENDATION

That the Board of Directors adopt the Proposed FY14 Business Plan and Short Range Transit Plan.

FISCAL IMPACT

The proposed FY14 Business Plan includes the key elements listed below:

- A balanced operating budget of \$23.2 million for both revenue and expenditures.
- A \$0.5 million year-end operating reserve balance, funded from unspecified revenues, and dependent upon cash flow needs.
- A capital spending plan of \$8.3 million, supported by a projected carryover of \$8.1 million from FY13 to FY14, plus new FY14 funding of \$8.7 million under the auspices of MAP-21.
- An ending capital reserve balance of \$2.3 million after draws supporting the planned FY14 fleet replacement.

Please refer to Attachment A for more FY14 Business Plan Highlights.

BACKGROUND

Staff has worked steadily since December 2012 to develop the Proposed FY14 Business Plan and Short Range Transit Plan. Staff sought out Board guidance on a regular basis, beginning with the Strategic Planning meeting that took place on January 23, 2013, and continuing as budget assumptions and supporting documents were shared with TAC and the Board since that time.

The presentation, discussion and adoption of the Proposed FY14 Business Plan and Short Range Transit Plan comply with the requirements of the Bylaws while ensuring best practices and the fiduciary responsibilities of the Authority's budget function.

Operating Expenses

While most costs have increased by normal inflationary pressures from FY13 to FY14, it should be noted that several costs that were reflected in the capital budget in past years have been reclassified as operating expenses for FY14.

Under a special exemption allowed only for FY13, AVTA was allowed to partially capitalize fuel expenses of \$785,800; for FY14, fuel is reflected as a 100% operating expense.

Consulting projects funded by federal grant funds that were reflected as capital expenses in prior years have now been properly classified as operating expenses. The budget for FY14 for these projects is \$510,000.

Thus, of the \$2.6 million increase in operating expenses in FY14, \$1.3 million is attributable to changes in conditional funding and the adherence to GAAP accounting rules. The balance of \$1.3 million includes \$0.5 million for contractual increases in purchased transportation and \$.8 million from various effects that include projected fuel expenses, wages and benefits, and risk assumptions.

Prepared by:

Submitted by:

Colby Konisek
Director of Finance

Julie M. Austin
Executive Director

Attachment: FY14 Business Plan Highlights

The Proposed FY14 Business Plan and Short Range Transit Plan can be viewed during regular business hours at the Customer Service window of the AVTA located at 42210 6th Street West, Lancaster or by contacting the Clerk of the Board at (661) 729-2258.

ATTACHMENT A
FY14 Business Plan Highlights

FY14 BUDGET HIGHLIGHTS

Operating Plan

- A balanced Operating Budget of \$23.16 million for both revenue and expenditures.
- Current Operating Reserve balance is \$250,000 initially designated from FY12 results. An addition of \$250,000 for FY13 is assumed, once the Audited Financial Statements have been finalized and available net cash flows have been determined.
- Operating support provided by the 5307 Formula Grant includes \$3.3 million for preventive maintenance and a \$2.8 million operating subsidies.
- Personnel assumptions include the creation of a staff level general counsel position using existing funds, and the conversion of one groundskeeper position from part-time to full-time.
- Adding two CSR's through the contract with Veolia to improve coverage statistics.
- Wage & benefit information now budgeted for each operating department.
- Executive consulting includes \$609K in projects: Mobility Management, Short Range Transit Planning, Comprehensive Operational Analysis and JARC Voucher Program.

Capital Program

- A projected carryover of federal funds from FY13 to FY14 of \$8.1 million, plus new FY14 funding of \$13.3 million under the auspices of MAP-21, supports a Capital Spending Plan of \$8.3 million in FY14. As previously noted, a total of \$6.1 million of 5307 Funds are being for operating support.
- No change in capital reserve contributions assumed from FY12 levels.
- An ending capital reserve balance of \$3.6 million as of June 2014. Draws of \$1.5 million on the reserve balance are planned for FY14 to fund the local match requirements for bus replacements.

Major Projects

- \$3.4 million for fleet replacement and refurbishments. 6 replacements in the bus fleet are planned, 3 for local transit and 3 for commuter service. No expansion buses are planned unless funding can be identified to add 2 electric buses for a demonstration project.
- \$2.5 million for the Intelligent Transportation System.
- \$1.4 million for Regional Partnership Projects in FY14, with additional commitments of \$1.4 million planned in the out-years of the Five-Year Capital Improvement Plan.
- \$1.1 million for major bus components, facilities and equipment, data infrastructure and bus & facility security.
- Out year commitments from FY15 to FY18 include:
 - \$17.6 million in bus purchases and refurbishments;
 - \$0.3 million in major bus components;
 - \$0.7 million in facilities;
 - \$0.1 million for Digital Signage
 - \$0.4 million for data and communications infrastructure;
 - \$0.4 million in bus & facility security.

Five Year Projections

- Two five-year scenarios were created for the Proposed FY14 Business Plan and Short Range Transit Plan.
 1. Scenario 1 continues TRANSporter Service for FY15 and beyond.
 2. Scenario 2 discontinues TRANSporter Service for FY15 and beyond.

Assumptions:

- Fare revenues: Local/fixed route assume a 2% ridership increase per year with no change in average fare. Commuter assumes a 2% ridership increase per year and a 1% increase in average fare per year. Dial-A-Ride is capped at 33,000 trips per year with no change in fares.
- No change in jurisdictional operating contributions assumed.

- FTA Section 5307 Operating Assistance inflows held constant with no change; 5307 Preventive Maintenance increased by 3.0%. Use of 5307 funds in out years with the twin goals of meeting capital spending requirements and a balanced operating budget.
- Auxiliary Revenue increased 1.5% per year.
- Fuel is assumed at \$5 per gallon every year of the projections.
- Wages & Salaries increased 3% per year; operating expenses increased an average of 1% per year.
- For FY15 and thereafter, the federal funds are assumed to cover 85% of bus replacement costs and 80% of other capital purchases. Bus replacement matches provided by the Capital Reserve; for all other capital expenditures, 75% of local match is assumed to be covered by Toll Credits.
- FY14 is the final year for TRANSporter subsidies from Los Angeles County.

Results:

- Both scenarios show modes net positive cash flows that would support annual additions to the Operating Reserve account, but the favorable cash flows will not support the goal of 3 a reserve equivalent to 3 months of operating expenses.
- 10 months of operations show that the TRANSporter Service operates at an annualized loss of approximately \$14,000.
- Discontinuing the TRANSporter Service adds approximately \$84,000 in net cash flow for the 5 year analysis period, in addition to other effects.