



Regular Meeting of the Board of Directors

Tuesday, March 26, 2019

10:00 a.m.

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

AGENDA

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

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

APPROVAL OF AGENDA

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

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

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

SRP 1 RECOGNITION OF TAMMIE HOLLADAY FOR HER SERVICE AS AN AVTA TRANSIT ADVISORY COMMITTEE MEMBER REPRESENTING THE CITY OF LANCASTER – MACY NESHATI

SRP 2 RECOGNITION OF ANN MEINERS FOR HER SERVICE AS AN AVTA TRANSIT ADVISORY COMMITTEE MEMBER REPRESENTING THE COUNTY OF LOS ANGELES – MACY NESHATI

SRP 3 RECOGNITION OF TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR FEBRUARY 2019 – MARTIN TOMPKINS, TRANSDEV

SRP 4 LEGISLATIVE REPORT FOR MARCH 2019 – JUDY VACCARO-FRY

CONSENT CALENDAR (CC): Items 1 through 3 are consent items that may be received and filed and/or approved by the Board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF FEBRUARY 26, 2019 – KAREN DARR

Recommended Action: Approve the Board of Directors Regular Meeting Minutes of February 26, 2019.

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

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

- CC 3 RESOLUTION NO. 2019-001, AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE THE 2018/2019 (FY19) CERTIFICATIONS AND ASSURANCES FOR THE CAP AND TRADE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECTS – MICROTRANSIT DEMONSTRATION PROJECT AND FIVE (5) 40-FOOT EXPANSION TRANSIT BUSES – JUDY FRY

Recommended Action: Adopt Resolution No. 2019-001, a Resolution authorizing the Executive Director/CEO to execute the certifications and assurances, and any other required document as required for the Cap and Trade LCTOP (the "Authorization") grant.

NEW BUSINESS (NB):

- NB 1 SOLE SOURCE CONTRACT AMENDMENT NO. 1 FOR CONTRACT #2014-01 WITH PINNACLE PETROLEUM FOR BULK FUEL SUPPLY AND DELIVERY – LYLE BLOCK

Recommended Action: Authorize the Executive Director/CEO to execute Sole Source Contract Amendment No. 1 for an additional amount of \$1,750,000, and a six-month time extension to Pinnacle Petroleum, Inc., of Huntington Beach, CA, under AVTA's Contract #2014-01, to complete AVTA's change out of its diesel fleet to battery electric propulsion.

- NB 2 AMENDED CLASSIFICATION AND SALARY SCHEDULE – MACY NESHATI

Recommended Action: Approve a title change (Director of Strategic Planning and Development to Senior Director of Operations and Planning) and revised job description, and provide authorization to recruit and fill the position as deemed necessary.

- NB 3 CONSULTING AGREEMENT WITH NORM HICKLING – ALLISON BURNS

Recommended Action: Authorize the Executive Director/CEO to enter into the Consulting Services Agreement with Norm Hickling and adopt Resolution 2019-002.

CLOSED SESSION (CS):

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

- CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(a)
Pending Litigation: Clark v. AVTA, LASC Case No. MC026036
Pending Litigation: Sabina M. Andrade v. AVTA
Pending Litigation: Marsh v. AVTA USDC Case No. 2:16-cv-0937-PSG

CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)
Significant exposure to litigation (one potential case)

CS 3 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)
Consideration of whether to initiate litigation (one potential case)

CS 4 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)
Consideration of initiation of litigation (one potential case)

RECESS TO CLOSED SESSION

RECONVENE TO PUBLIC SESSION

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 Report by the Executive Director/CEO

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

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

ADJOURNMENT:

Adjourn to the Regular Meeting of the Board of Directors on April 23, 2019 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

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

Copies of the staff reports and attachments or other written documentation relating to each proposed item of business on the agenda presented for discussion by the Board of Directors are on file in the Office of the Executive Director/CEO. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the AVTA to the Board of Directors less than 72 hours

prior to that meeting are on file in the Office of the Executive Director/CEO. These documents are available for public inspection during regular business hours at the Customer Service window of the AVTA at 42210 6th Street West, Lancaster or by contacting the Clerk of the Board at (661) 729-2206.



Regular Meeting of the Board of Directors

Tuesday, February 26, 2019

10:00 a.m.

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

UNOFFICIAL MINUTES

CALL TO ORDER:

Chairman Crist called the meeting to order at 10:00 a.m.

PLEDGE OF ALLEGIANCE:

Director Hofbauer led the Pledge of Allegiance.

ROLL CALL:

Present

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

Absent

*Director Richard Loa

APPROVAL OF AGENDA:

Motion: Approve the agenda as comprised.

Moved by Director Hofbauer, seconded by Director Underwood-Jacobs

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

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

Nays: None

Abstain: None

Absent: Director Loa

***Director Loa arrived at 10:05 a.m.**

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

Bret Banks – Thanked AVTA for being a sponsor at the 2019 Antelope Valley Board of Trade Outlook Conference.

Fran Sereseres – Thanked Executive Director/CEO Macy Neshati for inviting her to the Outlook Conference and installing bus benches at the Lancaster Senior Center bus stop on Fern Avenue. She inquired about the Edwards Air Force Base (EAFB) route, and the emergency exits on the buses and Metrolink for passengers in wheelchairs. Mr. Neshati and the Director of Strategic Planning and Development Norm Hickling responded to her inquiries regarding the emergency exits on the AVTA buses and EAFB route.

Michael Rives – Thanked the Board and Mr. Hickling for assisting with the stop at the Senior Center on Fern Avenue; complimented the AVTA security guard for providing exceptional service; and expressed concerns about the electric buses. The Board detailed the benefits of the electric buses and clarified the concerns raised by Mr. Rives.

Norma U. – Requested a bus stop on the south side of Ave L by 10th St. W. Chairman Crist directed Mr. Hickling to address Norma's request.

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

SRP 1 RECOGNITION OF NORM HICKLING FOR HIS SERVICE TO AVTA

Chairman Crist presented an award to Mr. Hickling and commended him for his accomplishments while at AVTA.

SRP 2 RECOGNITION OF JUAN CARRILLO FOR HIS SERVICE AS AN AVTA BOARD MEMBER REPRESENTING THE CITY OF PALMDALE

Mr. Carrillo was unable to attend the meeting.

SRP 3 RECOGNITION OF JASON FINCH FOR HIS SERVICE AS AN AVTA TRANSIT ADVISORY COMMITTEE MEMBER REPRESENTING THE CITY OF PALMDALE

Mr. Neshati presented an award to Mr. Finch.

SRP 4 RECOGNITION OF TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR JANUARY 2019

Trandev General Manager Martin Tompkins presented awards to the Employee of the Month Jeremy Bretschneider and Operator of the Month Frank Laird.

SRP 5 LEGISLATIVE REPORT FOR FEBRUARY 2019

Director of Finance and Administration Judy Vaccaro-Fry presented information regarding the FY19 federal funding appropriations, aging bus fleets nationwide, various assembly and senate bills, and upcoming grant opportunities. The Board requested Ms. Vaccaro-Fry to keep them informed of key changes to the bills.

SRP 6 FISCAL YEAR 2018/2019 (FY19) SECOND QUARTER MAINTENANCE KEY PERFORMANCE INDICATORS (KPI) REPORT (OCTOBER 1 – DECEMBER 31, 2018)

Director of Operations and Maintenance Mark Perry presented the maintenance KPI report. The Board discussed the fluctuating diesel fuel costs and the number of remaining diesel buses in service.

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

Mr. Hickling presented the systemwide KPI report. The Board discussed the farebox recovery ratio requirement, the number of bus operators currently on staff and in the training process, and route coverage requirements due to absences.

CONSENT CALENDAR (CC):

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF JANUARY 22, 2019

Approve the Board of Directors Regular Meeting Minutes of January 22, 2019.

CC 2 FINANCIAL REPORT FOR JANUARY 2019

Receive and file the financial report for January 2019.

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

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

CC 4 GRANT STATUS REPORT

Receive and file the Grant Status Report.

Motion: Approve the Consent Calendar as comprised.

Moved by Director Hofbauer, seconded by Vice Chair Knippel

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

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

Nays: None

Abstain: None

Absent: None

NEW BUSINESS (NB):

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

Mr. Neshati presented the staff report.

Motion: Approve the amended language to the JPA; and submit the First Amendment of the Amended and Restated JPA to Los Angeles County and the cities of Lancaster and Palmdale for their adoption.

Moved by Vice Chair Knippel, seconded by Director Loa

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

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

Nays: None

Abstain: None

Absent: None

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

The Board waived the presentation of the staff report.

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

Moved by Vice Chair Knippel, seconded by Director Flanagan

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

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

Nays: None

Abstain: None

Absent: None

CLOSED SESSION (CS):

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

General Counsel Allison Burns presented the items to be discussed in Closed Session.

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

RECESS TO CLOSED SESSION

The Board recessed to Closed Session at 11:07 a.m.

RECONVENE TO PUBLIC SESSION

The Board reconvened to Public Session at 11:15 a.m.

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

Ms. Burns reported the Board discussed CS 1 and gave direction to staff and legal counsel. There was no reportable action.

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 Report by the Executive Director/CEO Macy Neshati

- Reported on the California Air Resources Board (CARB) and AVTA Technology Showcase and Symposium in Sacramento February 6 and 7, 2019 where AVTA received the CARB Leadership Appreciation Award for

exemplary dedication and achievement in deploying zero-emission buses. He presented the AVTA Board members with the award and commended Mr. Hickling and Mr. Perry for doing a remarkable job representing the Authority as speakers on the panel.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

Director Hofbauer shared a compliment from a passenger regarding the service between the Antelope Valley College's Lancaster Campus and Palmdale Center.

ADJOURNMENT:

Chairman Crist adjourned the meeting at 11:16 a.m. to the Regular Meeting of the Board of Directors on March 26, 2019 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 26th day of MARCH, 2019

Marvin Crist, Chairman of the Board

ATTEST:

Karen S. Darr, Clerk of the Board

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



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

RECOMMENDATION

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

FISCAL IMPACT

February 2019

Payroll	\$ 245,872
Disbursements	\$ 2,366,106

BACKGROUND

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Finance and Administration in conjunction with the Controller, prepares Payroll totals and the check report for submittal to the Executive Director/CEO and Treasurer, who certifies the availability of funds for all the reports presented herein.

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

Prepared by:

Submitted by:

Judy Vaccaro-Fry
 Director of Finance and Administration

Macy Neshati
 Executive Director/CEO



DATE: March 26, 2019

TO: BOARD OF DIRECTORS

SUBJECT: Resolution No. 2019-001, Authorizing the Executive Director/CEO to Execute the 2018/2019 (FY19) Certifications and Assurances for the Cap and Trade Low Carbon Transit Operations Program (LCTOP) Projects – Microtransit Demonstration Project and Five (5) 40-foot Expansion Transit Buses.

RECOMMENDATION

That the Board of Directors adopt Resolution No. 2019-001, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the Executive Director/CEO to execute the certifications and assurances, and any other required document as required for the Cap and Trade LCTOP (the "Authorization") grant.

FISCAL IMPACT

Adopting Resolution No. 2019-001 authorizes the following individuals to sign on behalf of AVTA and the Board of Directors, the certification and assurances and any other required documents as it relates to the Cap and Trade LCTOP: Executive Director/CEO or the Director of Finance and Administration.

BACKGROUND

AVTA is scheduled to receive two FY19 allocations from the Cap and Trade LCTOP program; one from the County of Los Angeles in the amount of \$347,194, and another to AVTA direct in the amount of \$242,199. The funds will be used toward the implementation of the Microtransit Demonstration project and to fund a portion of five (5) 40-foot, zero-emission, battery-electric transit buses. Final applications are due March 28, 2019. This resolution will certify the Board authorizes the above noted individuals to execute all necessary documents related to this funding source, and approve the projects contained within.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Director of Finance and Administration

Macy Neshati
Executive Director/CEO

Attachment: A – Resolution No. 2019-001

BOARD OF DIRECTORS

ANTELOPE VALLEY TRANSIT AUTHORITY

RESOLUTION #2019-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE THE FISCAL YEAR 2018/2019 CERTIFICATIONS AND ASSURANCES FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT – MICROTRANSIT DEMONSTRATION \$347,194, AND FIVE (5) 40-FOOT EXPANSION TRANSIT BUSES (\$242,199)

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Antelope Valley Transit Authority wishes to implement the LCTOP project(s) listed below,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Antelope Valley Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Antelope Valley Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2018/2019 LCTOP funds:

List project(s), including the following information:

*Project Name: Microtransit Demonstration Project
Amount of LCTOP funds requested: \$347,194
Allocated to: County of Los Angeles*

*Project Name: 40-foot Expansion Transit Buses
Amount of LCTOP funds requested: \$242,199
Allocated to: Antelope Valley Transit Authority*

Additional Contributing Sponsors: Los Angeles County Metropolitan Transit Authority, Cap & Trade Transit and Intercity Rail Capital Program, and Antelope Valley Transit Authority

PASSED, APPROVED AND ADOPTED this 26th day of March 2019.

AYES: _____ NAYS: _____

ABSTAIN: _____ ABSENT: _____

Marvin Crist, Board Chairman

ATTEST:

APPROVED AS TO FORM:

Karen S. Darr, Clerk of the Board

Allison E. Burns, General Counsel

PROPOSED



DATE: March 26, 2019

TO: BOARD OF DIRECTORS

SUBJECT: Sole Source Contract Amendment No. 1 for Contract #2014-01 with Pinnacle Petroleum for Bulk Fuel Supply and Delivery

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to execute sole source Contract Amendment No. 1 for an additional amount of \$1,750,000, and six-month time extension to Pinnacle Petroleum, Inc., of Huntington Beach, CA, under AVTA's Contract #2014-01, to complete AVTA's change out of its diesel fleet to battery electric propulsion.

FISCAL IMPACT

Sufficient funds will be included in the Fiscal Year 2019/2020 (FY20) Budget to pay for this needed service.

BACKGROUND

Pinnacle Petroleum, Inc. (Pinnacle) has been supplying and delivering bulk fuel for AVTA since the spring of 2004. Amendment No. 1 would add funds and a six-month time extension that will take us through the change out of diesel buses to battery electric fleet.

Staff is conducting an analysis to determine if outsourcing the Authority's fueling needs would be more efficient and cost effective than storing fuel on site. Efficiencies would include, but not limited to, less reporting requirements to the State of California, on-going training of personnel, and reduced insurance requirements. During the completion of the change out of buses, AVTA will make a final determination whether to switch to a Card Lock Commercial Fueling Network.

Prepared by:

Submitted by:

Lyle A. Block, CPPB
Procurement and Contracts Officer

Macy Neshati
Executive Director/CEO

Attachment: A – Amendment No. 1 with Pinnacle Petroleum, Inc.

**ANTELOPE VALLEY TRANSIT AUTHORITY
LANCASTER, CALIFORNIA
SERVICES CONTRACT AMENDMENT**

(Amendment to Change Contract Provisions During Contract Term)

CONTRACT NO. 2014-01 : AMENDMENT NO. 1

This Amendment No. 1 (“Amendment No. 1” or “Amendment Number 1”) to the February 1, 2014, Services Contract, as amended by Amendment No. 1 (individually and collectively, “Agreement” or “Contract”), executed by and between **Antelope Valley Transit Authority**, 42210 6th St West, Lancaster, CA, 93534, (“Authority”), and **Pinnacle Petroleum, Inc.** (Contractor), 7911 Professional Circle, Huntington Beach, CA 92648, a California corporation, with an effective date of March 26, 2019.

RECITALS

1. Client owns, operates and maintains a public transportation service serving the Antelope Valley.
2. On or about February 1, 2014, Authority and Contractor entered into an agreement whereby Contractor would provide “Bulk Fuel Supply and Delivery” for Transit Support Services.”
3. The parties now desire to further amend the Agreement by adding additional time, funding and services.

THEREFORE, the parties hereto agree as follows:

1. The following changes are made to the above referenced contract number and shall be listed as Amendment No. 1:
 - a. Add additional funding in the amount of one million seven hundred fifty thousand dollars (\$1,750,000.00).
 - b. Add a time extension of six (6) months. The new termination date of the Agreement shall be December 31, 2019.
2. In the event of any conflict between any provision of this Amendment No. 1, the Agreement, or the Proposal, the provisions of this Amendment No. 1, then the Agreement, shall govern.
3. Except as otherwise expressly modified by this Amendment No.1, all terms and conditions set forth in the Agreement shall continue in full force and effect. Nothing in this Amendment No. 1, shall be deemed to excuse or waive any failure by Contractor to satisfactorily perform all services required by the Agreement as it existed prior to the effective date of this Amendment No. 1.

CONTRACTOR AUTHORIZED SIGNATURE

TO EFFECTUATE THIS Amendment Number 1, the parties have caused their duly authorized representatives to execute the same by signing below.

Signature	Title
Name (please print)	Date
Signature	Title
Name (please print)	Date

NOTE: Contractor must sign above.
(Two (2) corporate signatures are required if a corporation)

ANTELOPE VALLEY TRANSIT AUTHORITY'S AUTHORIZED SIGNATURE

(This contract is not binding on AVTA until signed by the Board of Directors Chair or Executive Director/CEO or designee)

Approved:

Macy Neshati, Executive Director/CEO or Designee**	Date
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DATE: March 26, 2019

TO: BOARD OF DIRECTORS

SUBJECT: Amended Classification and Salary Schedule

RECOMMENDATION

That the Board of Directors approve a title change (Director of Strategic Planning and Development to Senior Director of Operations and Planning) and revised job description (Attachment A), and provide authorization to recruit and fill the position as deemed necessary.

FISCAL IMPACT

Sufficient funds are included in the Fiscal Year 2018/2019 (FY19) Budget. The new Senior Director of Operations and Planning position will be established at Range 67 (Min. \$125,723 – Max. \$163,440) plus applicable benefits. The change will not result in a fiscal impact as the salary was budgeted for the Director of Strategic Planning and Development vacated by Norm Hickling.

BACKGROUND

Upon executive management review, the Director of Strategic Planning and Development position was found to be too limiting for the varied operational and planning needs of the organization. Therefore, the position title was changed to Senior Director of Operations and Planning.

Staff is recommending the Senior Director of Operations and Planning position be approved to support the Executive Director in managing and improving day-to-day operational goals and objectives.

Prepared and Submitted by:

Macy Neshati
Executive Director/CEO

Attachment: A – Senior Director of Operations and Planning Job Description



March 2019
FLSA: Exempt

SENIOR DIRECTOR-OPERATIONS AND PLANNING

DEFINITION

Under administrative and general policy direction, provides highly responsible and complex management assistance to the Executive Director, and the governing Board in executing the Authority's strategic vision, and management of the day-to-day operations; fosters cooperative working relationships among all Authority departments and with intergovernmental and regulatory agencies, and various public, and private groups; performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and general policy direction from the Executive Director. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This executive management classification oversees, directs, and participates in all activities related to the Authority's strategic vision, and management of the day-to-day operations, including short- and long-term planning, policy and procedure development, and the enforcement of the policy and procedures within the Authority's guidelines. The incumbent regularly interacts with the Executive Director, the Board of Directors, and departmental representatives in obtaining and coordinating programs, projects, and information. Successful performance of the work requires knowledge of public policy and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities among the Authority's departments and managing and overseeing complex and varied programs, projects, and activities. The incumbent is accountable for accomplishing Authority-wide planning and operational goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assists the Executive Director in planning, organizing, and directing the services and activities of the Authority's departments and programs; assists in directing the short- and long-term range planning process for the Authority, provides input on implementation of the goals, policies, and directives of the Authority's governing board, and implements the policies and directives of the Executive Director; provides input on project and program issues, policy and strategic direction.

- Oversees the administration of the day-to-day operations of the agency; provides guidance and direction to department directors and program managers to coordinate and direct agency programs, projects, and activities related to planning, service enhancement and growth, operations, maintenance, facilities and information technology.
- Contributes to the overall quality of the Authority's service provision by developing, reviewing, and implementing policies and procedures to meet legal requirements and the Authority's needs; monitors and evaluates the efficiency and effectiveness of existing service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of improvement plans.
- Manages and participates in the development and administration of the Authority's operations, maintenance, facilities and IT budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with Authority standards; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Prepares, reviews, and presents staff reports to the Board of Directors; reviews and approves monthly agenda items prepared by program staff and consultant staff; presents various management, informational and special project updates to key stakeholders including the Board, and various commissions and committees.
- Acts with fully delegated authority on behalf of the Executive Director, and serves as primary contact for the Board of Directors, in his/her absence.
- Represents the Authority on various intergovernmental committees, task forces, and commissions pertaining to agency management and assigned program matters.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations as they relate to the area of assignment; monitors changes in laws, regulations, and technology that may affect the Authority's programs and projects; implements policy and procedural changes, as required.
- Performs all other normal duties of the Director of Operations, facilities and Maintenance and IT whether or not specifically listed herein.
- If so directed responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budgetary, contract administration, and agency-wide administrative practices related to the functions of the assigned area.
- Business strategies associated with the successful operation of revenue-generating programs.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Technical, legal, financial, and public relations issues associated with the management of the Authority's programs.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the Authority in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Authority staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the Authority and assigned program areas.
- Work cooperatively with, provide staff support to, and implement the policies of the Executive Director and the Board of Directors.
- Provide leadership and direction to assigned departments of the Authority and effectively lead and manage within a matrix-style organization.
- Prepare and administer large and complex budgets; allocate resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local laws, rules, regulations, policies, and procedures.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, technical, and office support staff; delegate authority and responsibility.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of programs and administrative activities.
- Conduct effective negotiations and effectively represent the Authority in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from a four-year college or university with major coursework in public or business administration, public policy, finance, or a related field and ten (10) years of management or administrative experience in a municipal or public transit agency setting.

Licenses and Certifications:

None.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various Authority meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and *procedures*



DATE: March 26, 2019
TO: BOARD OF DIRECTORS
SUBJECT: Consulting Services Agreement with Norm Hickling

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to enter into the Consulting Services Agreement with Norm Hickling and adopt Resolution 2019-002.

FISCAL IMPACT

It is anticipated that the Consulting Agreement will cost \$6,000. This contract is currently budgeted in the FY 2018/2019 Business Plan.

BACKGROUND

In order to ensure continuity during the ongoing critical phase of the transition to a fully electric fleet, staff recommends entering into a Consulting Agreement with former Director of Strategic Planning and Development Norm Hickling to provide knowledge and expertise to assist in all aspects of the transition; provide historical knowledge and expertise with respect to grants and warranties; provide connections to unique industry-specific relationships helpful in completing the transition and furthering the interests of AVTA; provide liaison services to stakeholders on a regional and national basis, and to third parties assisting in the transition and in furthering the interests of AVTA.

Prepared and Submitted by:

Allison E. Burns
General Counsel

Attachment: A – Resolution No. 2019-002
A.1 – Contract –Norm Hickling

BOARD OF DIRECTORS

ANTELOPE VALLEY TRANSIT AUTHORITY

RESOLUTION NO. 2019-002

RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION

Government Code sections 7522.56 and 21224

WHEREAS, in compliance with Government Code section 7522.56 the Antelope Valley Transit Authority must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Norm Hickling, CalPERS ID 5444110702, retired from Antelope Valley Transit Authority in the position of Operations Director, effective March 7, 2019; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is September 3, 2019, without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board of Directors, the Antelope Valley Transit Authority and Norm Hickling certify that Norm Hickling has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Antelope Valley Transit Authority has approved an independent contract with Norm Hickling to perform the duties specified in that contract for the Antelope Valley Transit Authority based upon his specialized skills needed to perform work of limited duration pursuant to Government Code section 212224, to wit, aiding in the transition of certain critical projects that Norm Hickling was leading for Antelope Valley Transit Authority, including the Regional Transit Plan, the Micro Transit study, Commencing Service to Mojave Air and Space Port, and Commencing Service to Plant 42, and other services described in the Consulting Services Agreement of even date herewith; and

WHEREAS, the entire Consulting Services Agreement between Norm Hickling and the Antelope Valley Transit Authority has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this independent contractor agreement have been or will be placed on a consent calendar; and

WHEREAS, the independent contractor shall be limited to 20 hours per month; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$180,407 annually and the hourly equivalent is \$86.73, and the minimum base salary for this position is \$138,775 annually and the hourly equivalent is \$66.72; and

THEREFORE, BE IT RESOLVED THAT the Antelope Valley Transit Authority hereby certifies the nature of the independent contractor relationship of Norm Hickling as described herein and detailed in the attached Consulting Agreement and that this appointment is necessary to fill the critically needed role of aiding in the transition of certain critical projects that Norm Hickling was leading for Antelope Valley Transit Authority, including the Regional Transit Plan, the Micro Transit study, Commencing Service to Mojave Air and Space Port, and Commencing Service to Plant 42, because the projects are well underway and the absence of expertise and institutional knowledge held by Norm Hickling would severely and negatively impact Antelope Valley Transit Authority's ability to timely complete these projects.

PASSED, APPROVED and ADOPTED this 26TH day of MARCH, 2019.

AYES: _____

NAYS: _____ ABSTAIN: _____

ABSENT: _____

Marvin Crist, Chairman

ATTEST:

Karen Darr, Clerk of the Board

APPROVED AS TO FORM:

Allison E. Burns, General Counsel

Attachment: Contract – Norm Hickling

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is dated as of April 1, 2019 (the “Effective Date”) and is entered into by and between NORM HICKLING (“HICKLING”), and ANTELOPE VALLEY TRANSIT AUTHORITY (“AUTHORITY”).

RECITALS:

WHEREAS, HICKLING served as the Operations Director of AUTHORITY from May 9, 2016 until his resignation effective March 7, 2019; and

WHEREAS, AUTHORITY desires to retain HICKLING’s services, knowledge and expertise following his resignation in order to aide in the transition of certain critical projects that HICKLING was leading including the Regional Transit Plan, The Micro Transit study, Commencing Service to Mojave Air and Space Port and Commencing Service to Plant 42; and

WHEREAS, HICKLING desires to provide AUTHORITY with certain Consulting Services related to the Transition, on the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT:

1. **INDEPENDENT CONTRACTOR STATUS.** The parties intend that HICKLING, in performing the services herein specified, shall act as an independent contractor, and shall have control of the work and the manner and means in which it is performed. AUTHORITY is not authorized to exercise control over the work to be performed by HICKLING herein. HICKLING is not to be considered an agent or employee of AUTHORITY and is not entitled to participate in any pension plans, insurance, bonus or similar benefits AUTHORITY provides its employees.

2. **CONSULTING SERVICES.** AUTHORITY hereby retains HICKLING to perform, and HICKLING hereby agrees to perform, the Consulting Services pursuant to the terms and conditions of this Agreement and as more particularly described in the Scope of Work attached hereto as Attachment 1 (“Scope of Work”). For purposes of this Agreement, Consulting Services shall mean and include: providing knowledge and expertise to assist in all aspects of the Transition; providing historical knowledge and expertise timing and initiation of the new services, providing connections to unique industry-specific relationships helpful in completing the Transition and in furthering the interests of AUTHORITY; providing liaison services between the CEO and the relevant parties associated with the various projects. All consulting services shall be rendered only after the AUTHORITY has issued a task order to HICKLING. The task order shall clearly state the items to be studied or evaluated, and the format of the deliverable anticipated by the AUTHORITY. HICKLING shall not, under any circumstances, work more than 20 hours in any month pursuant to this AGREEMENT.

3. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect until June 30, 2019 (the "Term"), unless terminated earlier by either party pursuant to Section 7 hereof.

4. **COMPENSATION.** Compensation for the Consulting Services provided pursuant to this Agreement shall be Two Thousand Dollars (\$2,000.00) per month payable on the 10th day of each month, for total compensation of \$6,000.

5. **REIMBURSEMENT FOR TRAVEL.** AUTHORITY will reimburse HICKLING for any travel expenses incurred for the purpose of carrying out the Consulting Services. HICKLING shall secure written approval of any and all travel expenses prior to incurring the same.

6. **COVENANTS.**

A. **AUTHORITY.**

(i) **Access to Personnel.** AUTHORITY will cooperate with HICKLING by providing opportunities to consult with AUTHORITY personnel as HICKLING deems reasonably necessary to perform the Consulting Services.

(ii) **Information.** AUTHORITY agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by HICKLING for the purpose of performing the Consulting Services.

(iii) **Additional Professional Services.** AUTHORITY agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as HICKLING and AUTHORITY deem reasonably necessary to complete the Consulting Services.

(iv) **Further Assurances.** AUTHORITY agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

B. **HICKLING.**

(i) **Compliance with Laws.** HICKLING shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which HICKLING is subject.

7. **TERMINATION.**

This Agreement may be terminated prior to the conclusion of the Term as follows:

(i) At any time by mutual written consent of the Parties.

(ii) At any time, by either party, without cause. Notice of termination pursuant to this Section may be provided by the requesting party in writing and becomes effective fifteen (15) days after confirmed receipt by the other party.

Upon early termination of this Agreement for reasons other than cause, AUTHORITY will pay, within thirty (30) days after such termination, pro-rated compensation according to the work completed by HICKLING at the time of termination. Upon termination of this Agreement for any reason, Confidential Information (as defined below) shall remain protected and confidential.

8. **LIMITATION OF LIABILITY.**

A. **HICKLING Liability.** HICKLING shall be liable for damages in connection with this agreement for which he is finally determined to be liable.

B. **AUTHORITY Liability.** The parties agree that AUTHORITY's officers, directors, agents, and employees shall not be personally liable to HICKLING for any damages in connection with this Agreement. AUTHORITY shall be solely liable for any finally determined damages in connection with this Agreement for which AUTHORITY is deemed liable.

C. **Survival of Liability.** The provisions of this Section 8 shall survive the expiration or termination of this agreement.

9. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that HICKLING shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of AUTHORITY. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than HICKLING; (ii) is independently developed by HICKLING; or (iii) is subsequently learned from a third party not under a confidentiality obligation to AUTHORITY. In addition, HICKLING shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that HICKLING shall provide prompt, advance notice thereof to enable AUTHORITY to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of HICKLING shall survive the expiration or termination of this Agreement.

10. **ADDITIONAL MATTERS.**

A. **Governing Law; Jurisdiction.** It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within Los Angeles County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

B. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

C. **Attorneys' Fees.** In the event of any action to enforce or interpret this Agreement,

including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

D. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

E. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To HICKLING: _____

To AUTHORITY: Antelope Valley Transit Authority
Attn: Executive Director/CEO
42210 6th Street West
Lancaster, CA 93534

F. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

G. Entire Agreement; Waiver and Release. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. Except for the warranties provided in this Agreement as well as covenants and obligations created by this Agreement, HICKLING, on behalf of himself and his successors, affiliates, agents, attorneys and assigns, forever releases and discharges AVTA and its officers, successors, affiliates, agents, attorneys and assigns from any and all claims, demands, disputes, damages, liabilities, actions, causes of action, and other rights to relief, both legal and equitable, of every kind and nature, whether known or unknown, past or present, which HICKLING has, had or may have against AVTA, arising out of or related in any way to HICKLING'S employment at AVTA.

H. Waiver of Civil Code Section 1542. HICKLING, on behalf of himself and his successors, affiliates, agents, attorneys and assigns, expressly waives all rights he may have, or claim to have, under the provisions of Civil Code Section 1542 which provides in relevant part:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE

AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or emailed signature shall be deemed an original signature.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

Dated: _____, 2019

ANTELOPE VALLEY TRANSIT AUTHORITY

Dated: _____, 2019

NORM HICKLING

ATTACHMENT 1
Scope of Work

1. Task order one: Provide transitional input on the results of the Micro Transit study versus anticipated outcomes and implementation Strategy
2. Task order two: participate in a maximum of two conference calls with Stantec to facilitate transition of project manager role from Hickling to Neshati.
3. Task order Three: Participate in a maximum of two conference calls each to assist in the transition of project management for service to Mojave Air and Space Port as well as Plant 42.