



Regular Meeting of the Board of Directors

Tuesday, June 28, 2022

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. All accommodation requests will be handled swiftly and resolving all doubts in favor of access.

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 Richard Loa, Director Raj Malhi, Director Michelle Flanagan

APPROVAL OF AGENDA

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

If you would like to address the Board on any agendized or non-agendized items, you may present your comments at this time. For record keeping purposes and so that staff may contact you if needed, we request that a speaker card, located in the Community Room lobby, be completed and provided to the 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.

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. A three-minute time limit will be imposed on all speakers other than staff members.

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

- SRP 1 PRESENTATION TO ANTELOPE VALLEY TRANSPORTATION SERVICES EMPLOYEE OF THE MONTH – ART MINASYAN
- SRP 2 MICROTRANSIT AND DIAL-A-RIDE KEY PERFORMANCE INDICATORS (KPI) REPORT – ART MINASYAN
- SRP 3 LEGISLATIVE REPORT FOR JUNE 2022 – JUDY VACCARO-FRY
- SRP 4 OPERATIONS KPI REPORT – ESTEBAN RODRIGUEZ
- SRP 5 MAINTENANCE KPI REPORT – JOSEPH SANCHEZ

CONSENT CALENDAR (CC): Consent items 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 MAY 24, 2022 – KAREN DARR

Recommended Action: Approve the Board of Directors Regular Meeting Minutes of May 24, 2022.

CC 2 FINANCIAL REPORT FOR MAY 2022 – JUDY VACCARO-FRY

Recommended Action: Receive and file the Financial Report for May 2022.

CC 3 AMENDMENT NO. 1 FOR SOLE SOURCE CONTRACT #2021-35 WITH PINNACLE PETROLEUM FOR BULK FUEL SUPPLY AND DELIVERY – LYLE BLOCK

Recommended Action: Authorize the Executive Director/CEO to execute Amendment No. 1 for Sole Source Contract #2021-35 with Pinnacle Petroleum, Inc., of Huntington Beach, CA, for an additional amount of \$100,000, and a six-month time extension, to complete AVTA's conversion of its diesel fleet to a battery-electric fleet.

NEW BUSINESS (NB):

NB 1 FY 2023 PROPOSED BUDGET – JUDY VACCARO-FRY

Recommended Action: Approve the FY 2023 Proposed Budget.

NB 2 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TRIENNIAL PERFORMANCE REVIEW FINAL REPORT FOR FISCAL YEARS 2018/2019, 2019/2020, 2020/2021 – JUDY VACCARO-FRY

Recommended Action: Receive and file the LACMTA Triennial Performance Review Final Report for the period covering July 1, 2018 through June 30, 2021 (FY 2019 – FY 2021).

NB 3 RATIFY SOLE RESPONDENT CONTRACT #2022-56 TO ANTELOPE VALLEY CHEVROLET FOR FOUR BATTERY ELECTRIC SUPPORT VEHICLES – LYLE BLOCK

Recommended Action: Authorize the Executive Director/CEO to ratify Sole Respondent Contract #2022-56 with Antelope Valley Chevrolet, Lancaster, CA, to purchase four battery-electric support vehicles for an amount not to exceed \$145,999.28, including applicable sales tax.

NB 4 LEASE AGREEMENT FOR THREE (3) 40-FOOT BYD BUSES – LYLE BLOCK

Recommended Action: Authorize the Executive Director/CEO to execute a lease agreement with BYD for a quantity of three 2017 40-foot buses for a period of three years.

- NB 5 SOLE SOURCE CONTRACT #2022-53 TO GFI GENFARE AND #2022-54 TO CUBIC TRANSPORTATION SYSTEMS, INC. FOR FAREBOX EQUIPMENT AND PARTS – VINCENT SAN NICOLAS

Recommended Action: Authorize the Executive Director/CEO to execute two contracts: 1) #2022-53 with GFI Genfare (Attachment A), for an amount of \$24,304.80, plus applicable taxes and freight; and 2) #2022-54 with CUBIC Transportation Systems, Inc. (Attachment B), for an amount of \$358,732.50, plus applicable taxes and freight. These combined contracts will provide necessary equipment and parts to produce 25 operational fareboxes, which will be placed into new buses.

- NB 6 JURISDICTIONAL CONTRIBUTIONS – MARTIN TOMPKINS

Recommended Action: Accept, adopt and implement Stantec Consulting Services' findings and recommendation that the Los Angeles County's jurisdictional share be increased for a one-year period effective July 1, 2022 through June 30, 2023.

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(d)(2)
Significant exposure to litigation (two potential cases)
- CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)
Consideration of whether to initiate litigation (one potential case)
- CS 3 Public Employee Performance Evaluation – Pursuant to Government Code Sections 54954.5 (e) and 54957(b))
Title: Executive Director/CEO

RECESS TO CLOSED SESSION

RECONVENE TO PUBLIC SESSION

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

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 July 26, 2022 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

The agenda was posted by 6:00 p.m. on June 24, 2022, 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.

May

SRP 2

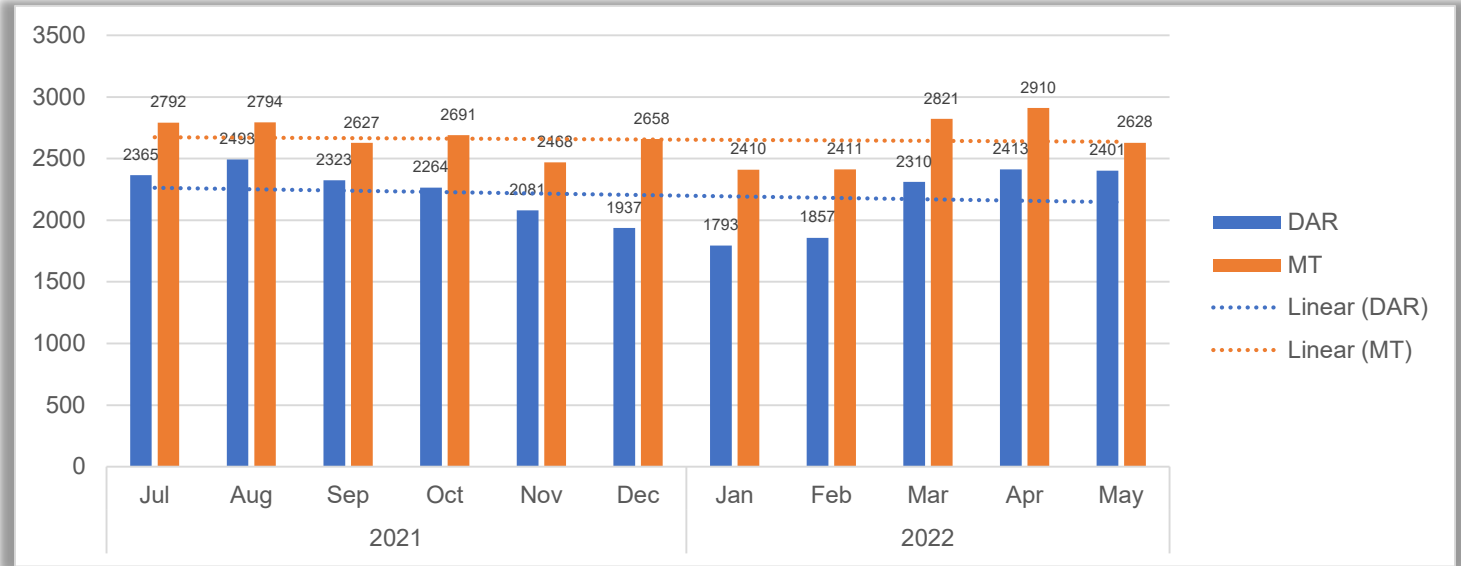
FY 2022 MONTHLY OPERATIONS KEY PERFORMANCE INDICATORS

Presentation to the Board of Directors

June 28, 2022



RIDERSHIP DATA: TOTAL PASSENGERS

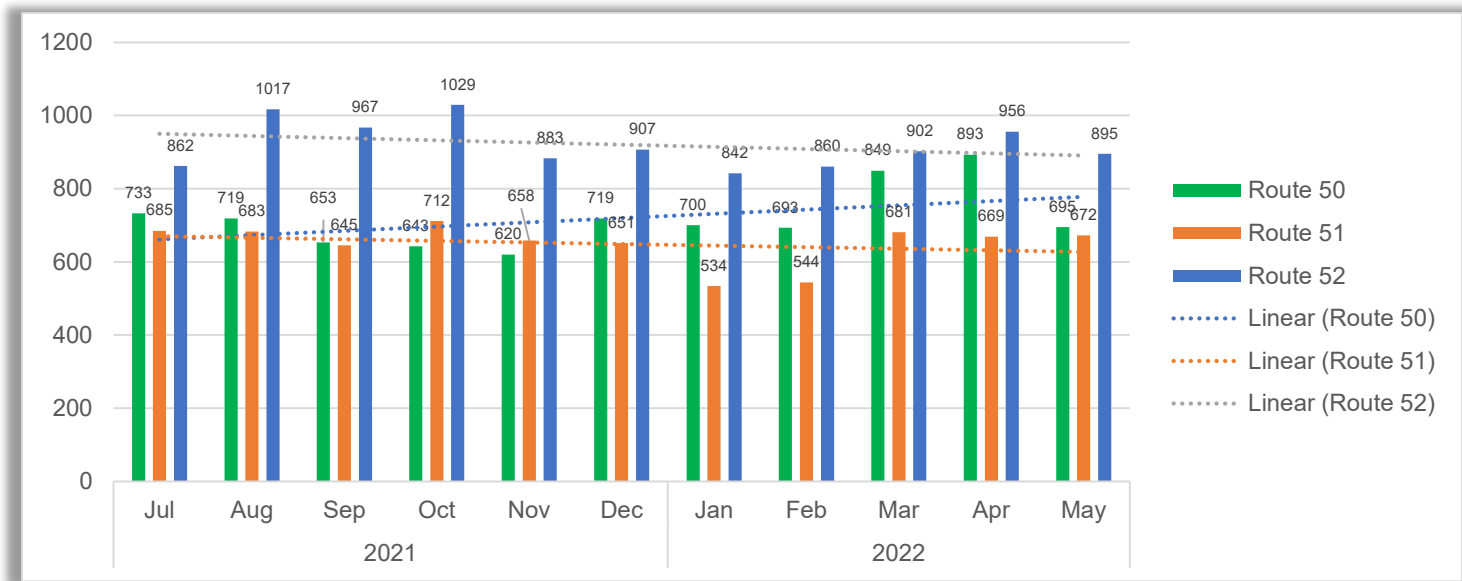


May Trip Accommodation
88.14%

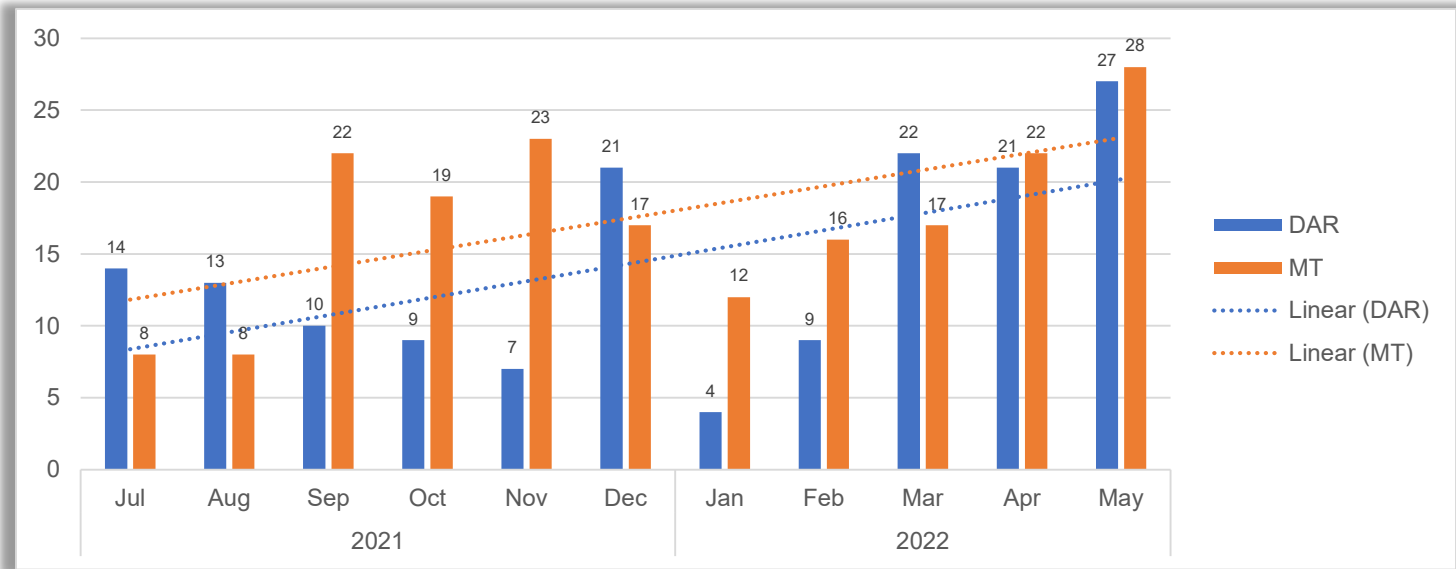
May Total Trips
4,471



MT PICKUPS WITHIN SERVICE AREA ROUTES



REBOOKED TRANSPORTS



May Trips switched to "Rebooked" Status

55

May Total Trips

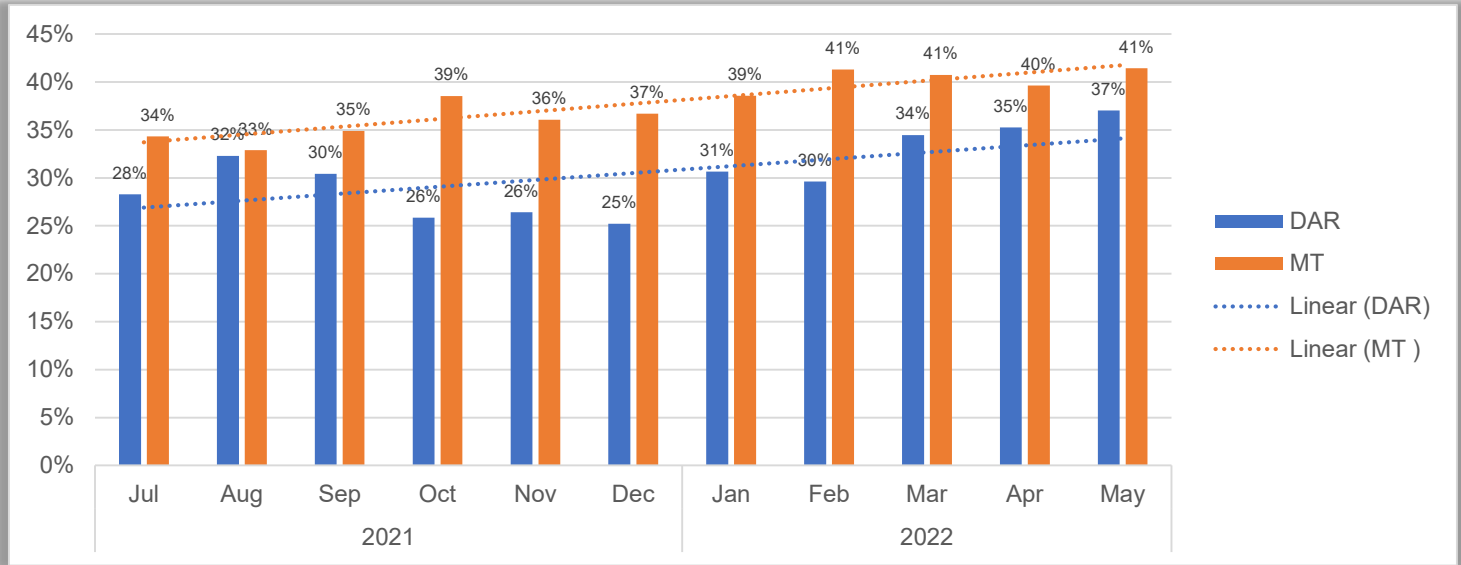
4,471

May % of System Rebooks

1.23%



AVERAGE SHARED RIDE PERCENTAGE

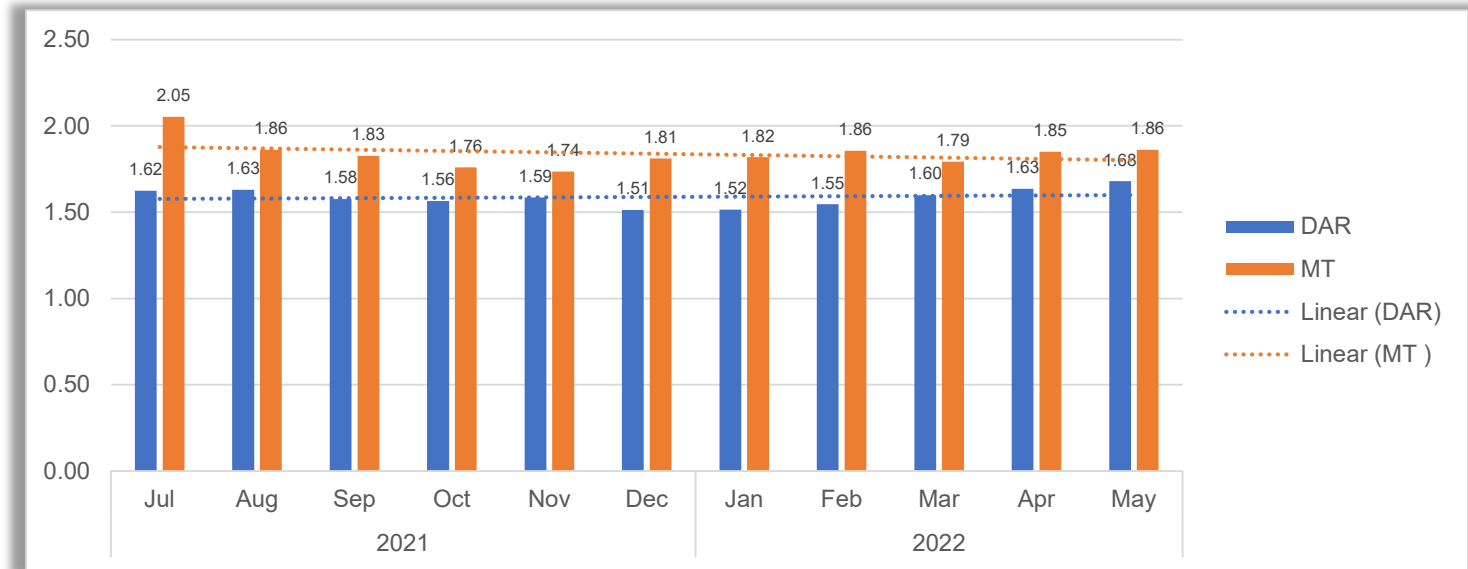


May Daily Average Shared Rides
30.72

May Daily Average Rides
167.63



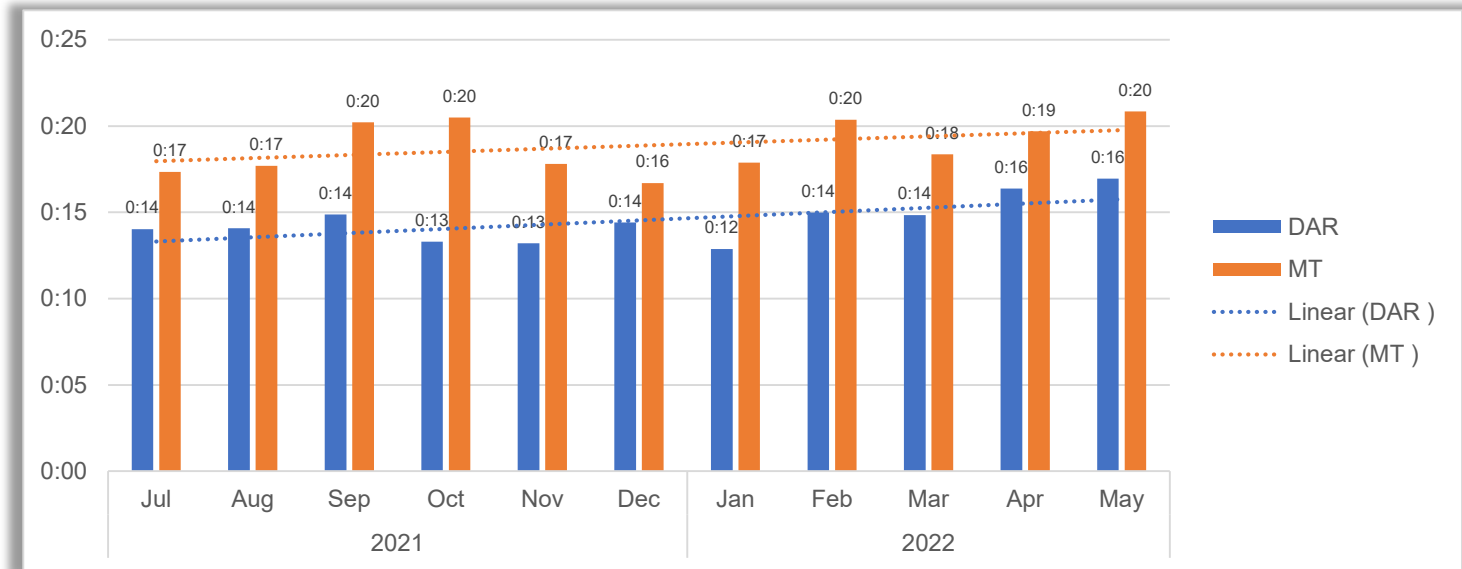
PASSENGERS PER REVENUE HOUR



May Average Passengers
per Revenue Hour

1.77

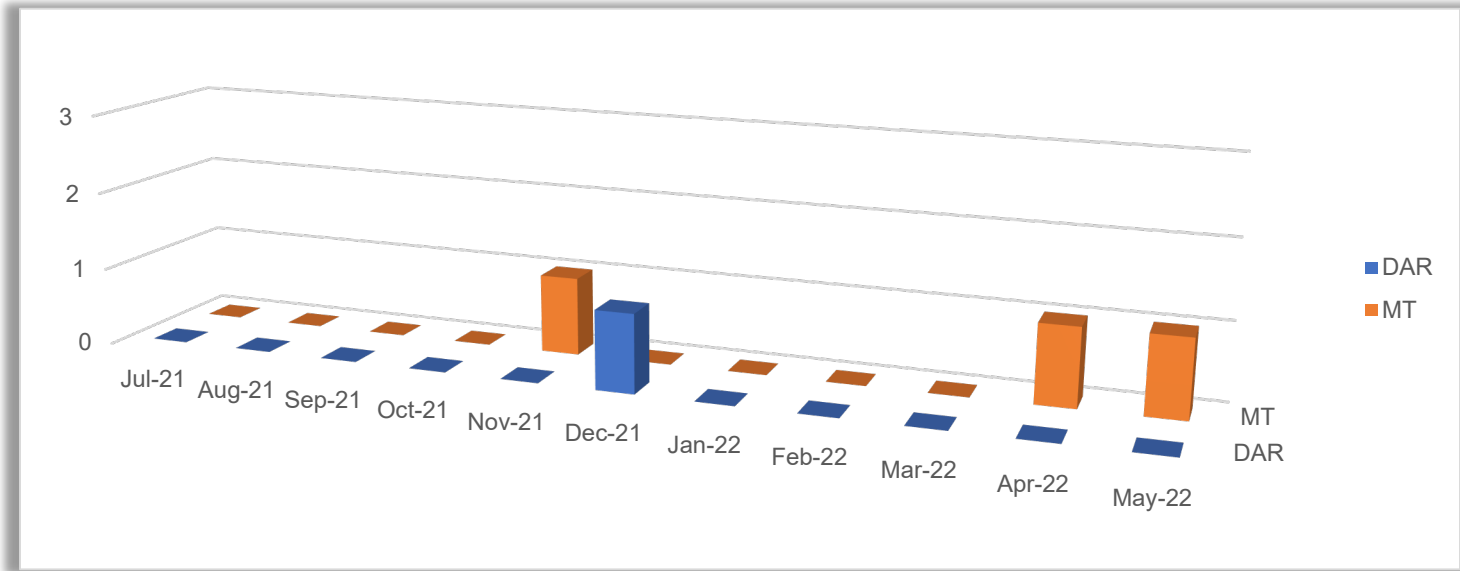
PASSENGER WAIT TIME



May Average Passenger Wait Time
18:56



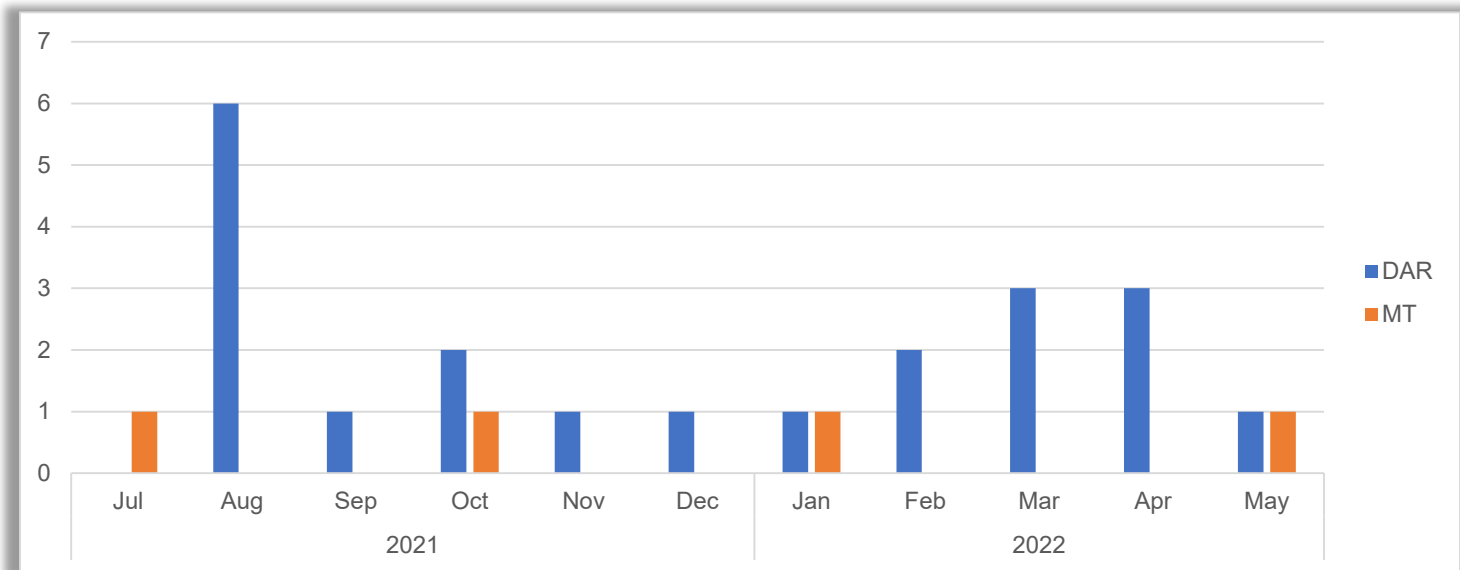
ACCIDENTS



May Accidents
1

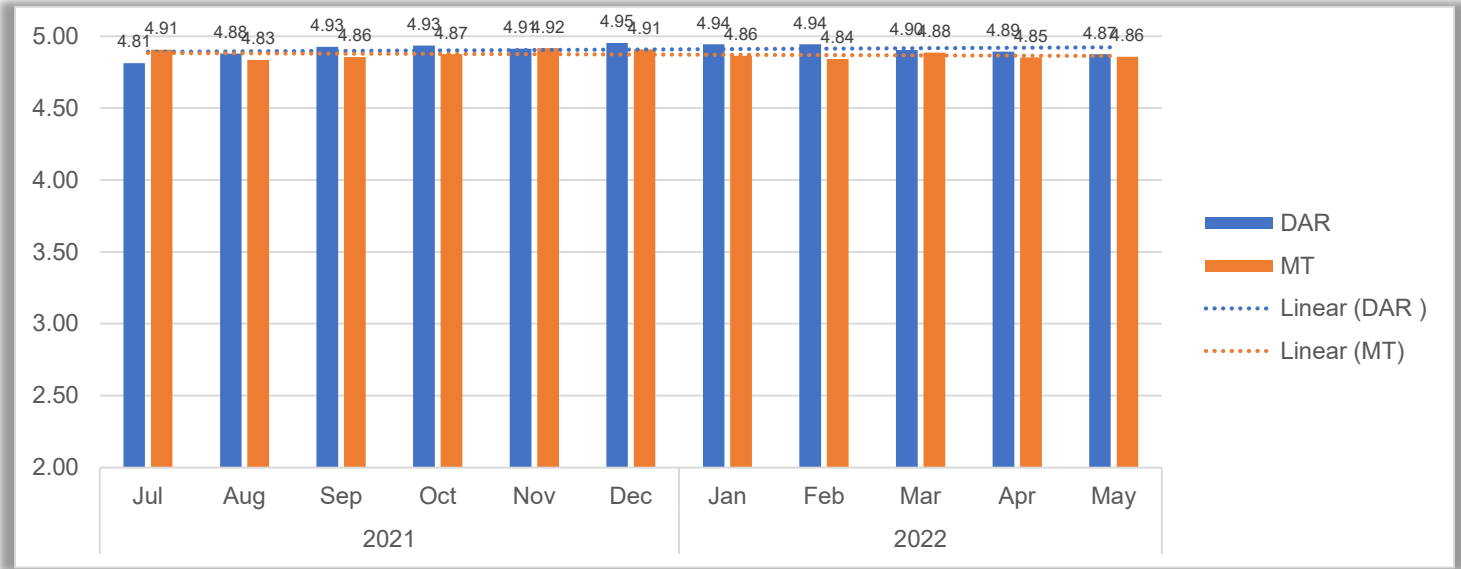


PASSENGER FEEDBACK: COMPLAINTS



May Complaints
2

PASSENGER FEEDBACK: RATINGS



May Average Ratings

4.87



May

FY 2022 MONTHLY OPERATIONS KEY PERFORMANCE INDICATORS

Thank You!

Questions?



Note: Data accurate as of June 1st

LEGISLATIVE & FINANCE UPDATE

Presentation to
AVTA Board of Directors
June 28, 2022



STATE



PENDING BILLS

SB 922 (Wiener) California Environmental Quality Act:

Would extend CEQA exemptions for certain clean transportation projects.

SB 942 (Newman) Low Carbon Transit Operations Program:

Would allow public transit agencies to use funds from the Program to subsidize an ongoing free or reduced fare transit program.

AB 2622 (Mullin) Sales and Use Taxes: Exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: Transit Buses.

Would extend, from January 1, 2024 to January 1, 2026, the partial sales and use tax exemption for zero-emission buses.

AB 1919 (Holder) Fare Free:

Would require every transit agency to provide fare free transit service to individuals age 25 and under in order to receive funding.



STATE BUDGET

On June 15, the legislature met its constitutional deadline to pass and send the Governor a balanced budget.

Pending - relief payments to help Californians who are struggling with rising living expenses and inflation.

The Governor proposes to send \$400 debit cards to all registered car owners in the state, while the legislature believes that \$200 stimulus payments to all California tax payers is more equitable.

Once an agreement has been reached, changes to the budget will be made through budget trailer bills. Additional trailer bills dealing with climate, health care, transportation, energy, education, and more are forthcoming.



HVIP



Millions in HVIP Funding Still Available

California's most popular EV funding program, HVIP, has tens of millions in funding available! HVIP vouchers greatly reduce the upfront cost of purchasing zero-emission vehicles, saving your fleet between \$7,500-\$150,000 per vehicle, with enhancements available for public school districts, transit agencies, and small fleets in disadvantaged communities.

Don't wait—starting next year, private fleets with more than 100 vehicles will no longer be eligible to request vouchers for battery-electric vehicles!



FEDERAL



FTA Deputy Administrator

Veronica Vanterpool

Her focus will be helping communities stranded by spotty or nonexistent transit service and to improve safety by promoting alternatives to driving — goals that are supported by a surge in transit spending in the infrastructure law enacted last year.



Proposed Gas Tax Holiday

On June 22, the Administration proposed a 3 month gas tax holiday.

Called on states to suspend their own taxes or to provide similar relief.

Suspending the federal gas tax would require an act of Congress.

Estimated to save families \$17 over the summer months.

Gas tax = 18.4 cents/gallon

Diesel tax = 24.4 cents/gallon



FY23 Federal Appropriations

On June 22 the House Appropriations Committee released the text of its draft FY23 Transportation and Housing Appropriations (THUD) bill.

THUD mark-up expected June 23.

Full committee mark-up week of June 27.

Fully funds the Bipartisan Infrastructure Law, including the broad range of transit investments.

The bill provides an extra \$200 million to the 5339b Bus and Bus Facility Competitive Grant Program and \$75 million more to the 5339c Low/No Emission Competitive Grant program.



LOCAL



LACMTA

Due to the FY21 Infrastructure and Jobs Act (IIJA), FTA appropriations came in 28% higher than forecast.

AVTA apportionment changes:

FY22 LA UZA Sect. 5307 funds = **\$56,067**

FY22 LA UZA Sect. 5337 funds = **\$238,748**

FY22 LA UZA Sect. 5339 funds = (**\$1,247**)

Awarded funds toward Commuter Coach Replacement = **\$211,400**

OPERATOR	15% DISCRETIONARY ALLOCATION ⁽¹⁾			
	Project Title	Estimated Allocation	Requested amount	FY22 Actual Allocation
Antelope Valley	Battery Electric Commuter Coach Replacement	\$ 717,399	\$ 1,576,701	\$ 928,799

TOTAL *additional* funds = **\$504,968**



Federal Appointment



Former LA County MTA CEO Phil Washington will be named as nominee to run the Federal Aviation Administration “within days.”

The FAA post (a fixed five-year term) became available when Steve Dickson resigned at the end of March 2022, barely halfway through his five-year term.

In late 2020 and early 2021, Phil Washington served as the head of the DOT transition team for the current administration.

Unlike other transition team members Washington did not immediately take a role in the Administration.



Questions?



FY 2022 Monthly Operations Key Performance Indicators

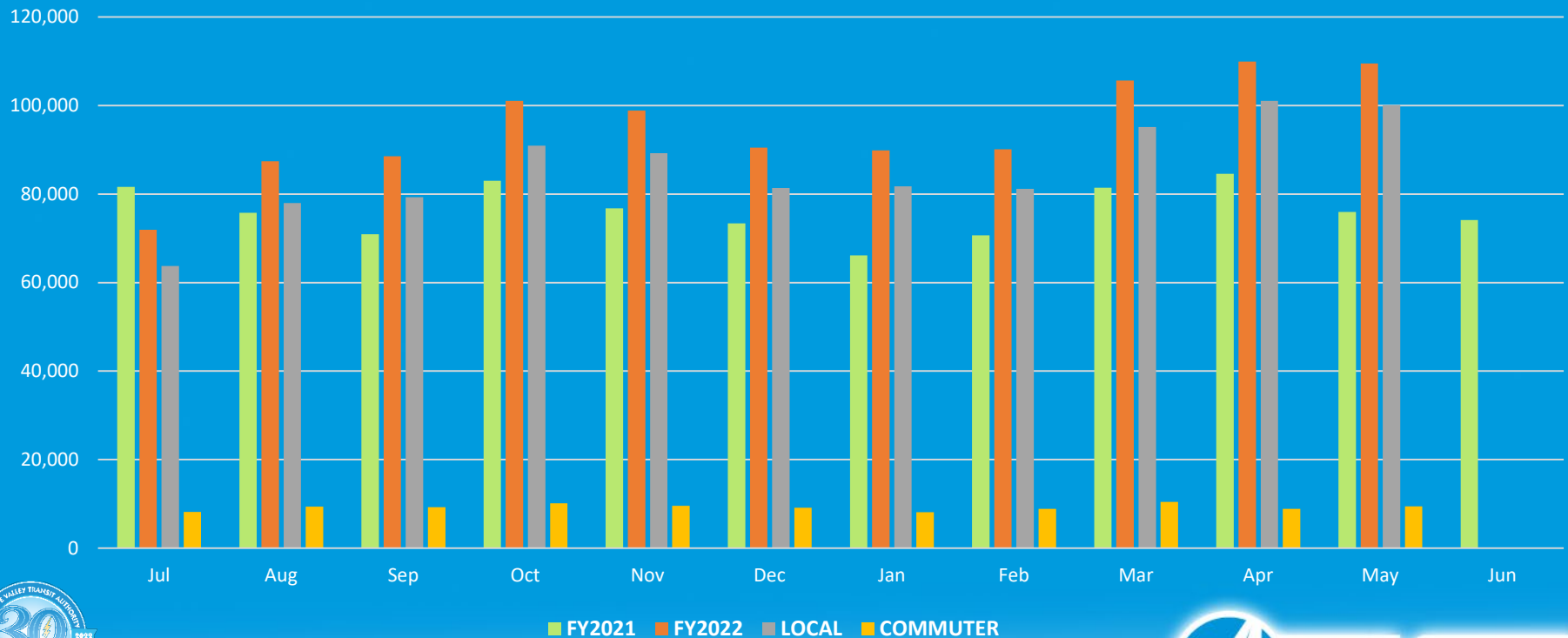
Presentation to the Board of Directors

June 28, 2022

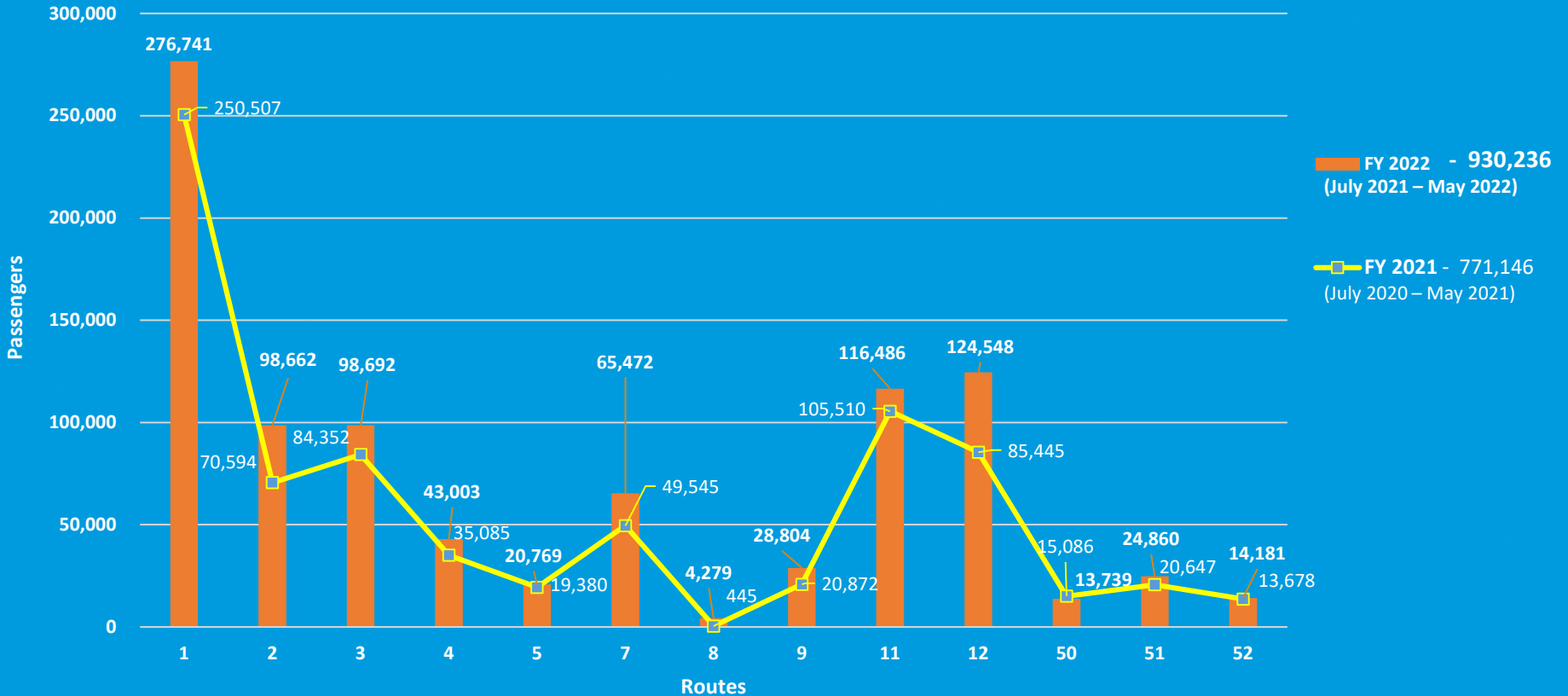


MONTHLY BOARDING ACTIVITY

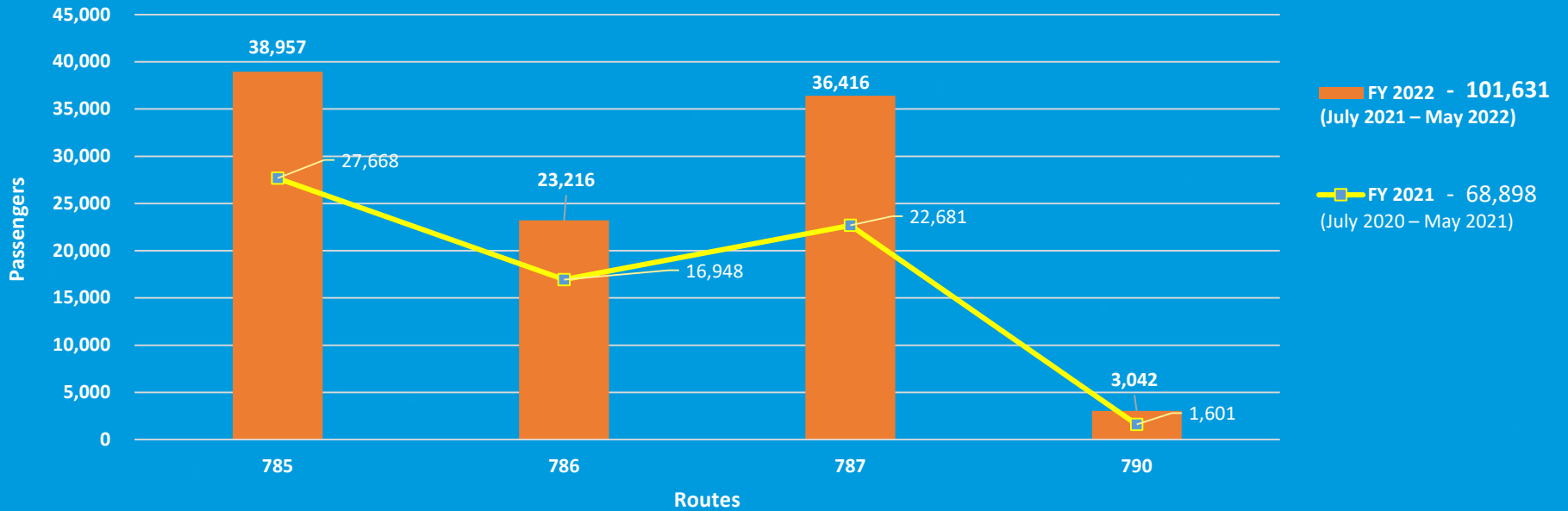
	May 2022 FY 2022	April 2022 FY 2022
System	109,493	109,902
Local	100,045	101,020
Commuter	9,448	8,882



ANNUAL RIDERSHIP LOCAL ROUTES



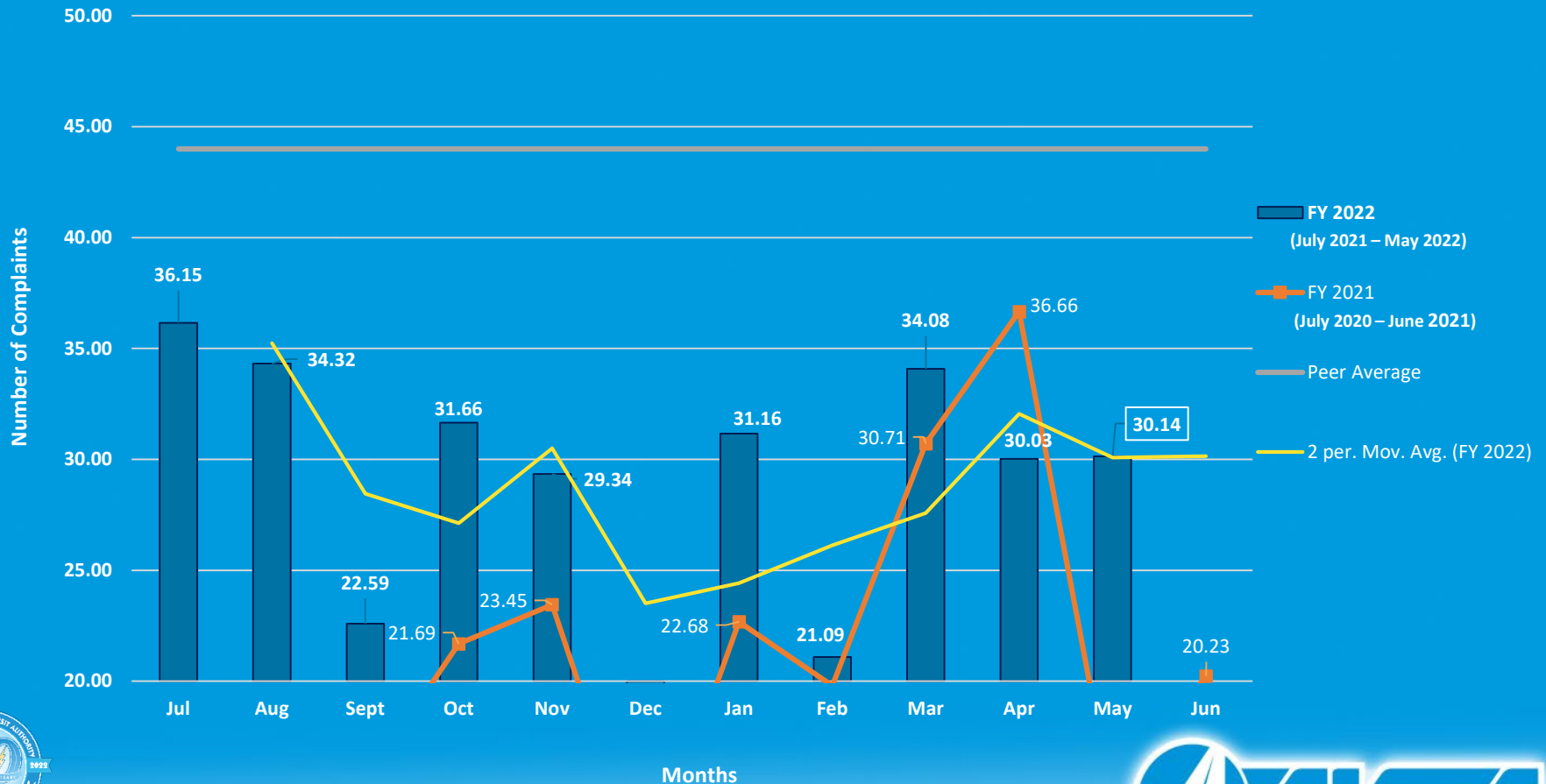
ANNUAL RIDERSHIP COMMUTER ROUTES



COMPLAINTS/100,000 BOARDINGS

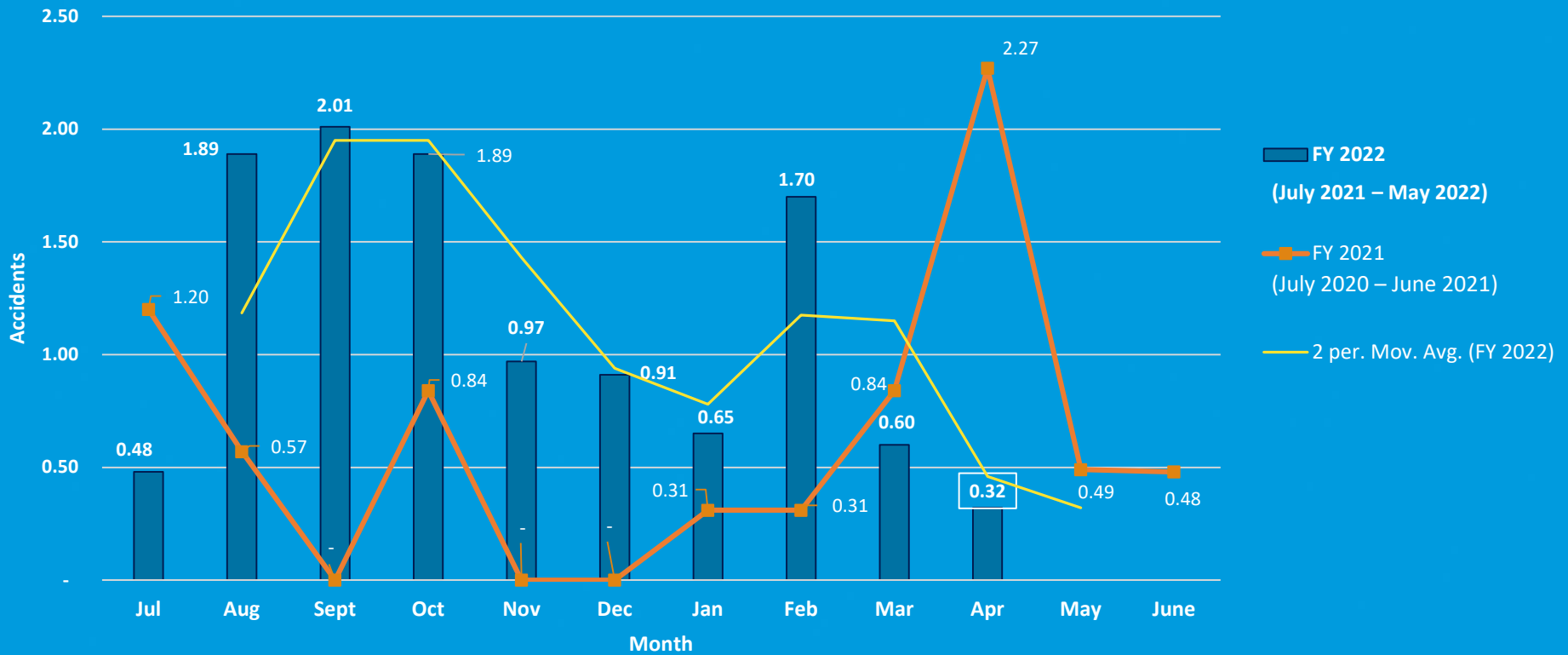
MAY - SYSTEM WIDE AVERAGE: 30.14

PEER AVERAGE: 44.00



PREVENTABLE ACCIDENTS/100,000 MILES

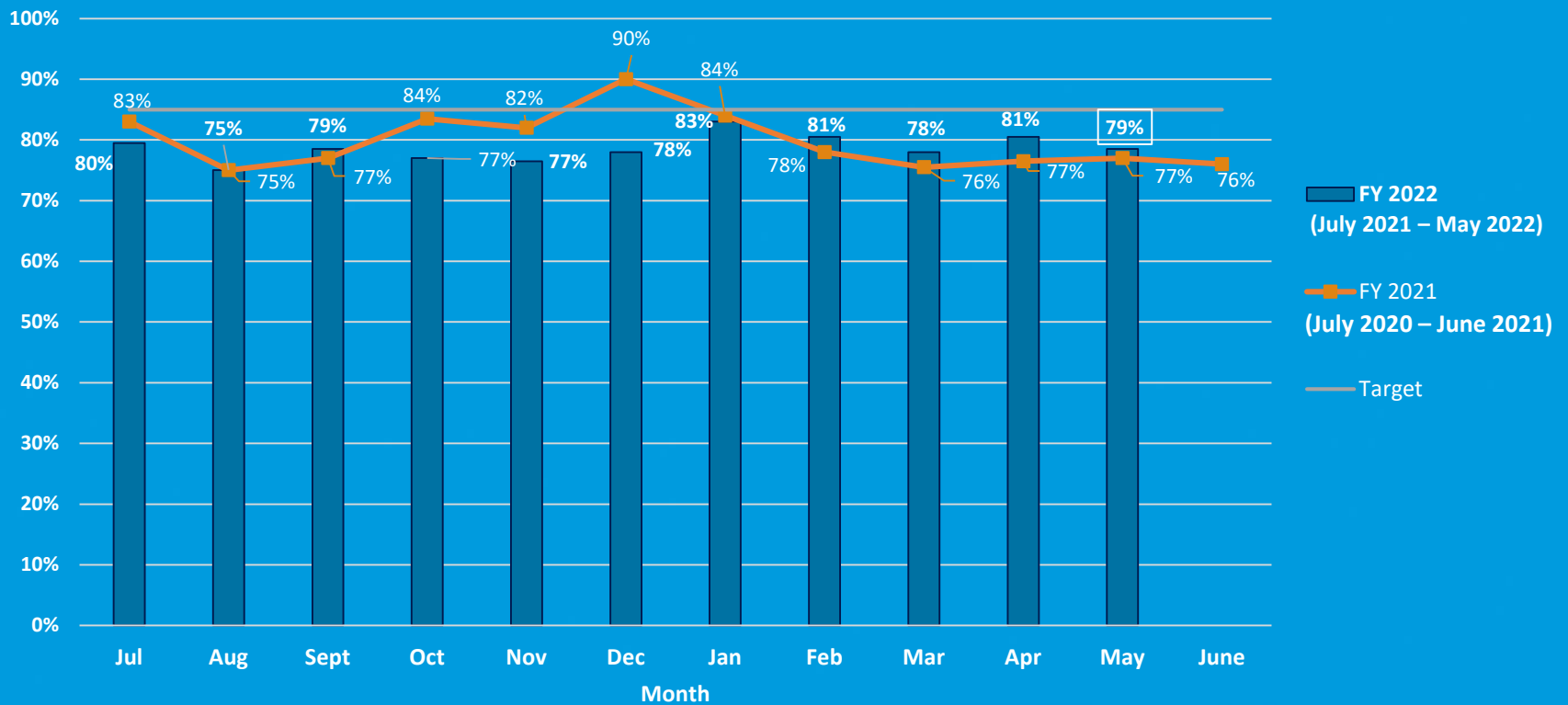
MAY - SYSTEM WIDE AVERAGE: 0.32



ON TIME PERFORMANCE

MAY – SYSTEM WIDE AVERAGE: 78.5%

TARGET: 85%



KEY PERFORMANCE INDICATORS

	May 2022 FY 2022	April 2022 FY 2022	May 2021 FY 2021
Boarding Activity	109,493	109,902	75,978
Complaints / 100,000 Boardings	30.14	43.68	14.48
Preventable Accidents / 100,000 Miles	0.32	0.32	0.49
On Time Performance	78.5%	80.5%	77%



Thank you!

Questions?



FY 2022 Monthly Maintenance Key Performance Indicators

Presentation to the Board of Directors

June 28, 2022

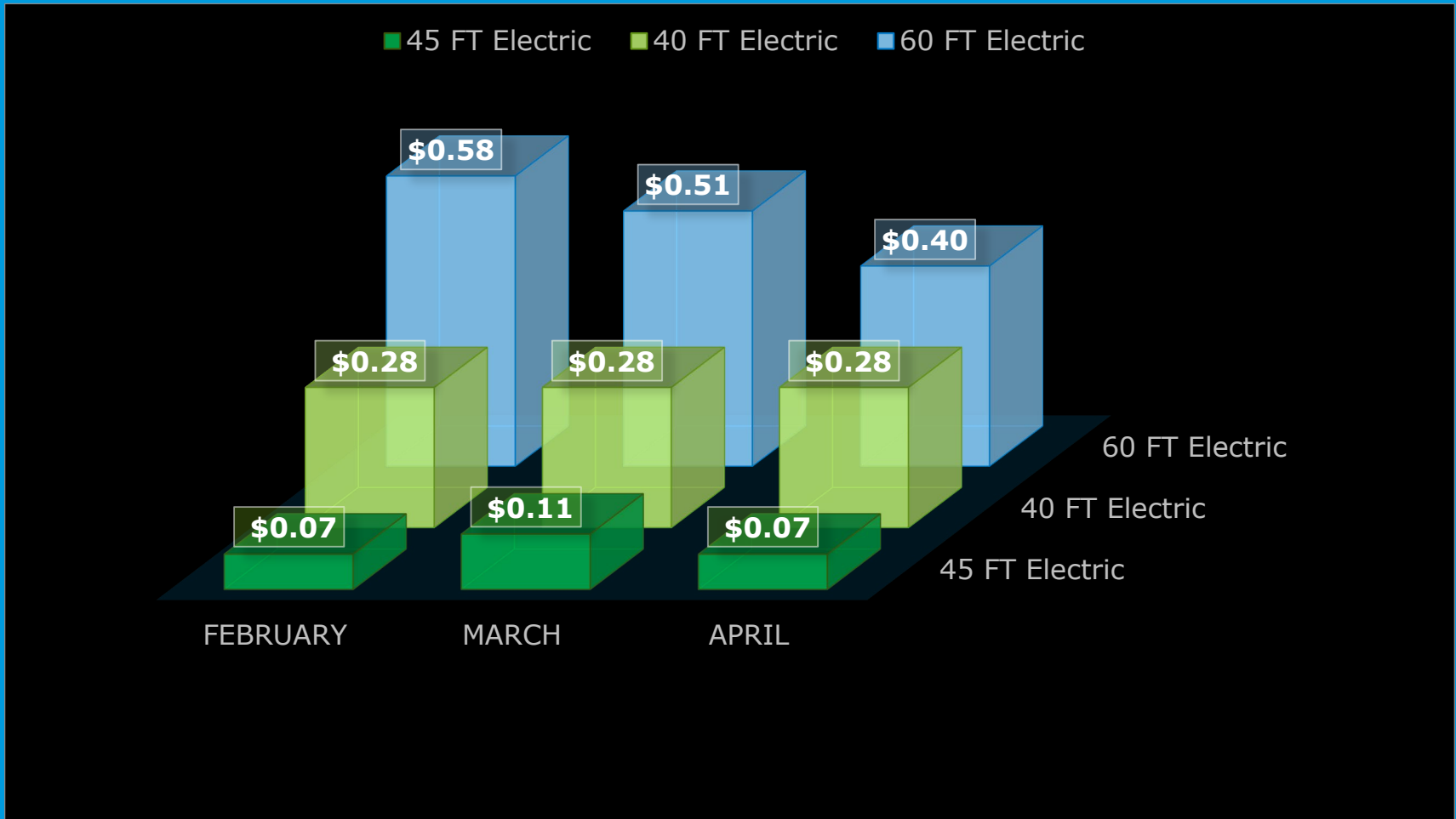


ELECTRIC MILES TRAVELED

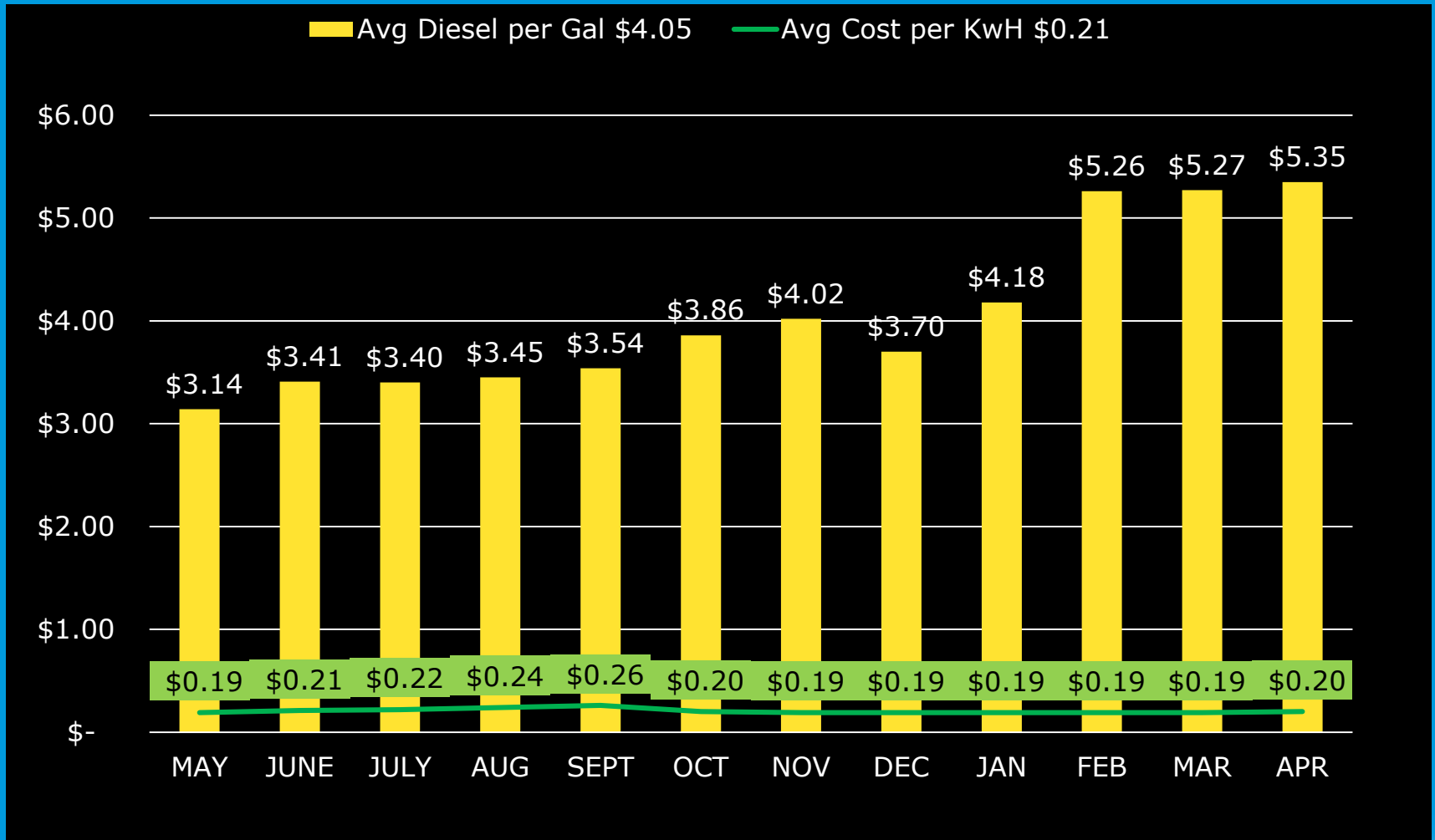
■ Lifetime Electric Miles ■ E-commuter ■ E-Local ■ Microtransit



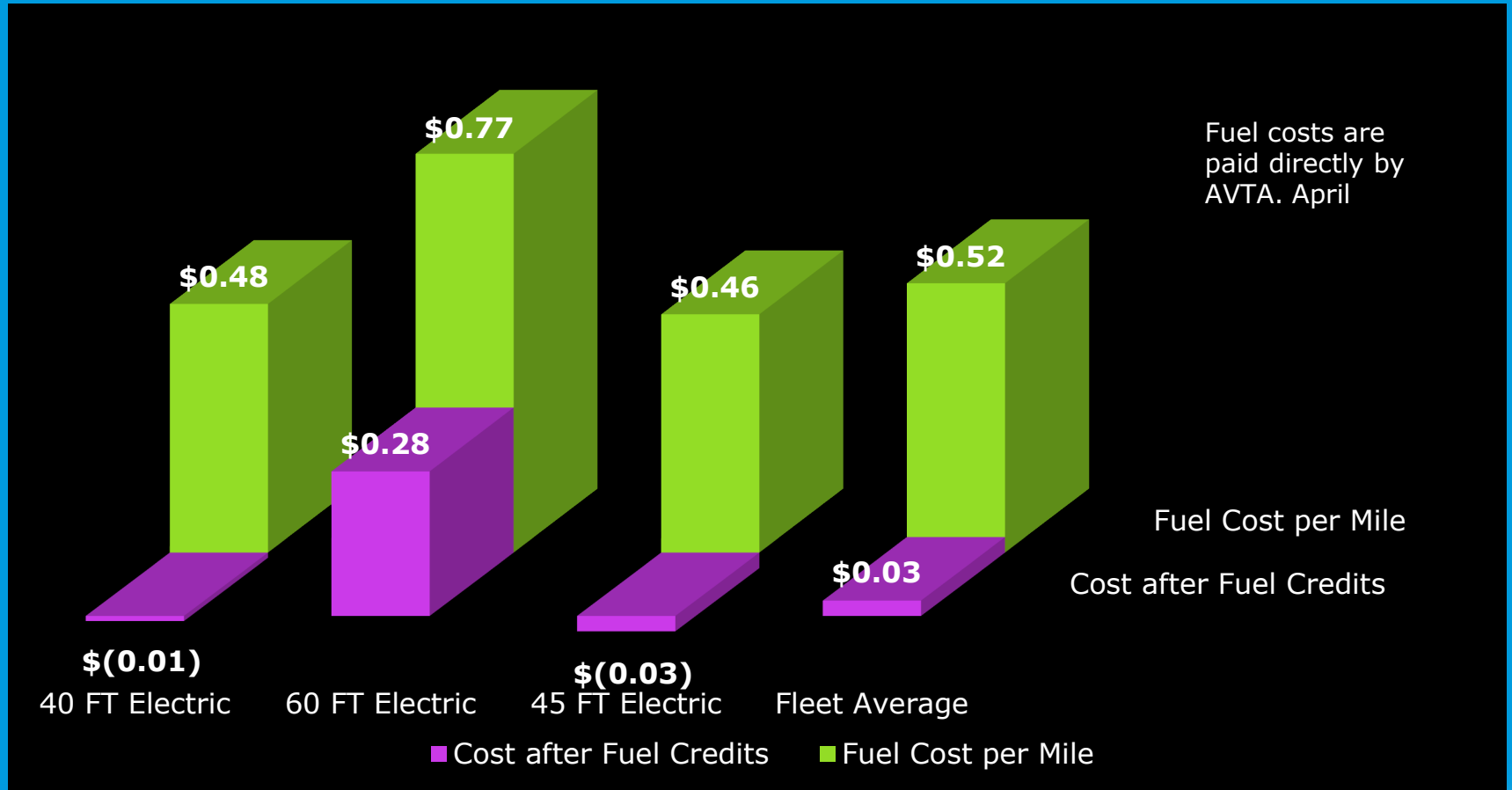
MAINTENANCE COST PER MILE BY FLEET



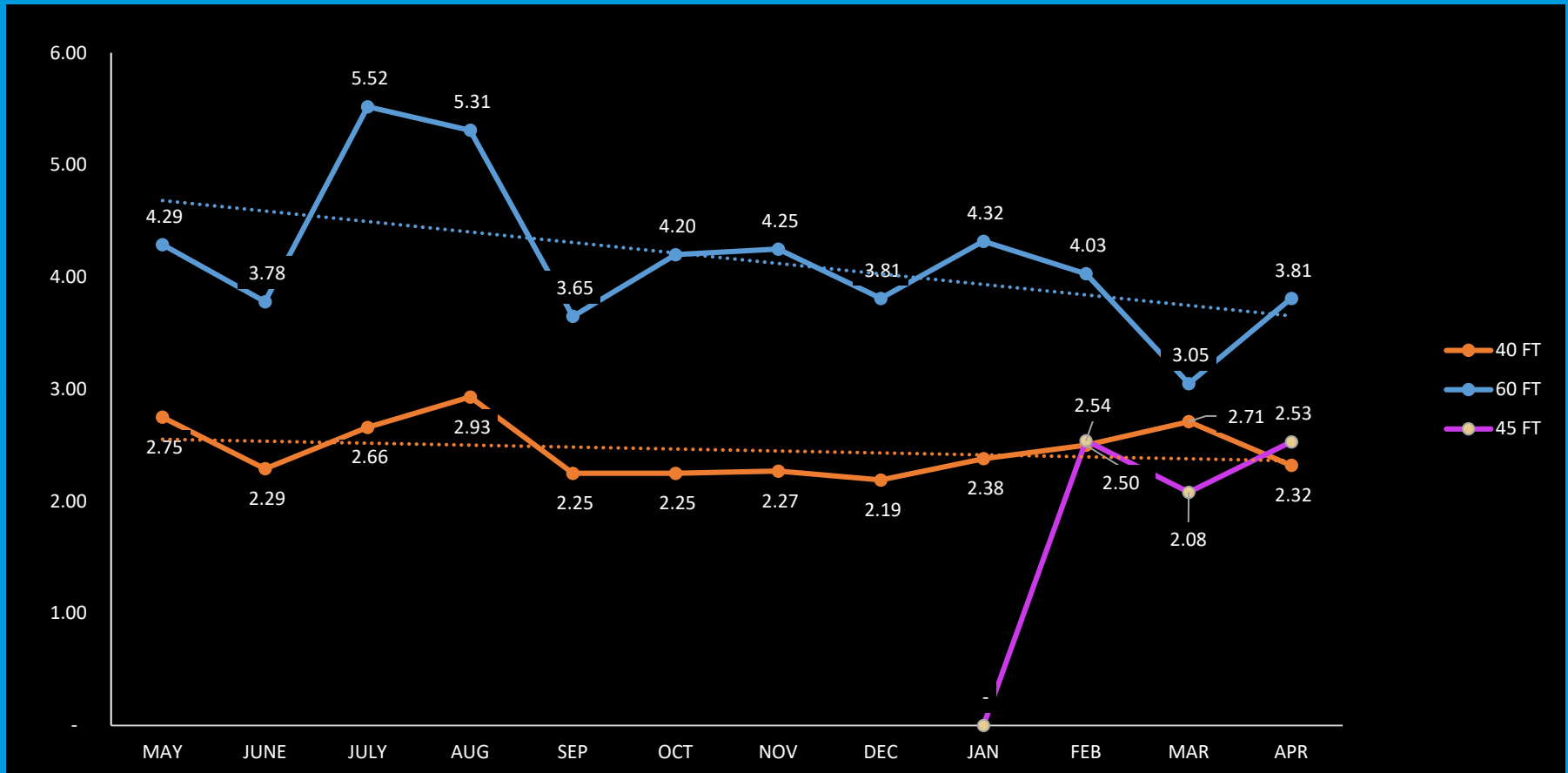
FUEL/ENERGY COST PRIOR 12 MONTHS



PROPULSION FUEL COST PER MILE w/LOW CARBON FUEL STANDARD (LCFS) OFFSET

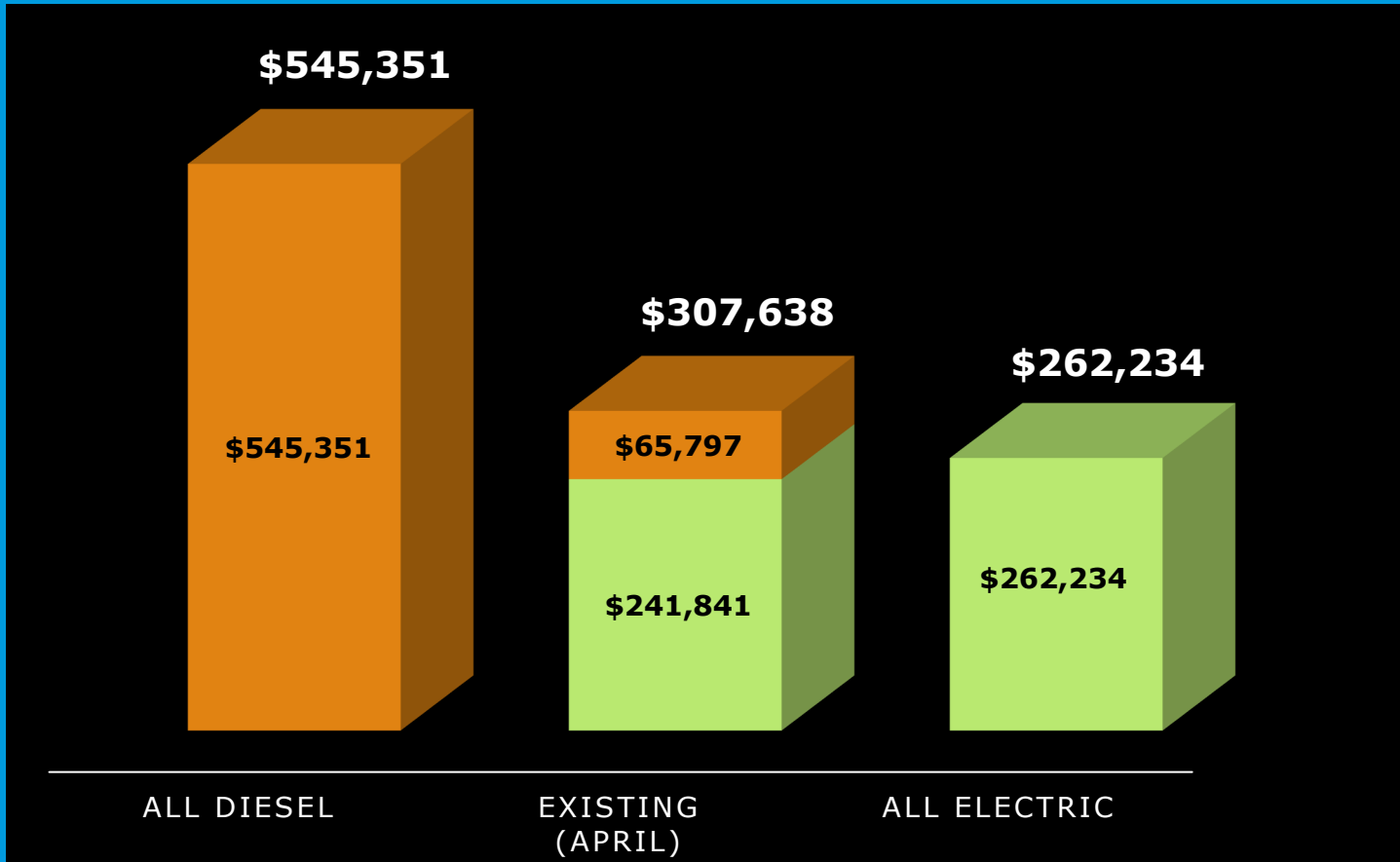


AVERAGE FUEL CONSUMPTION PER MILE (KWPM)



TOTAL FUEL & MAINTENANCE COST ASSUMPTIONS

■ Electric ■ Diesel



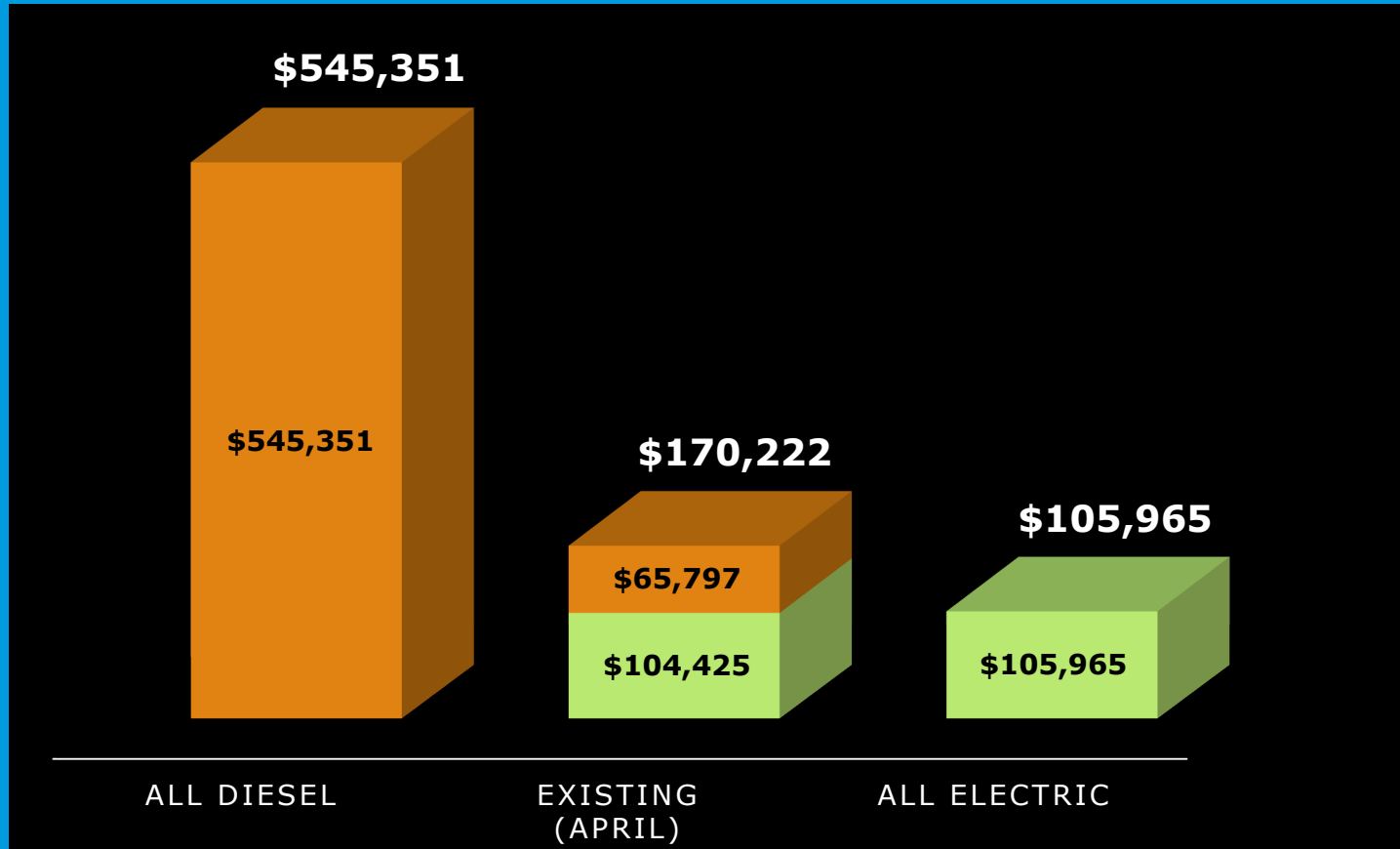
April
Fuel and
Maintenance
Savings
\$237,713

Projected
Savings
\$283,117



TOTAL FUEL & MAINTENANCE COST ASSUMPTIONS W/LCFS

■ Electric ■ Diesel



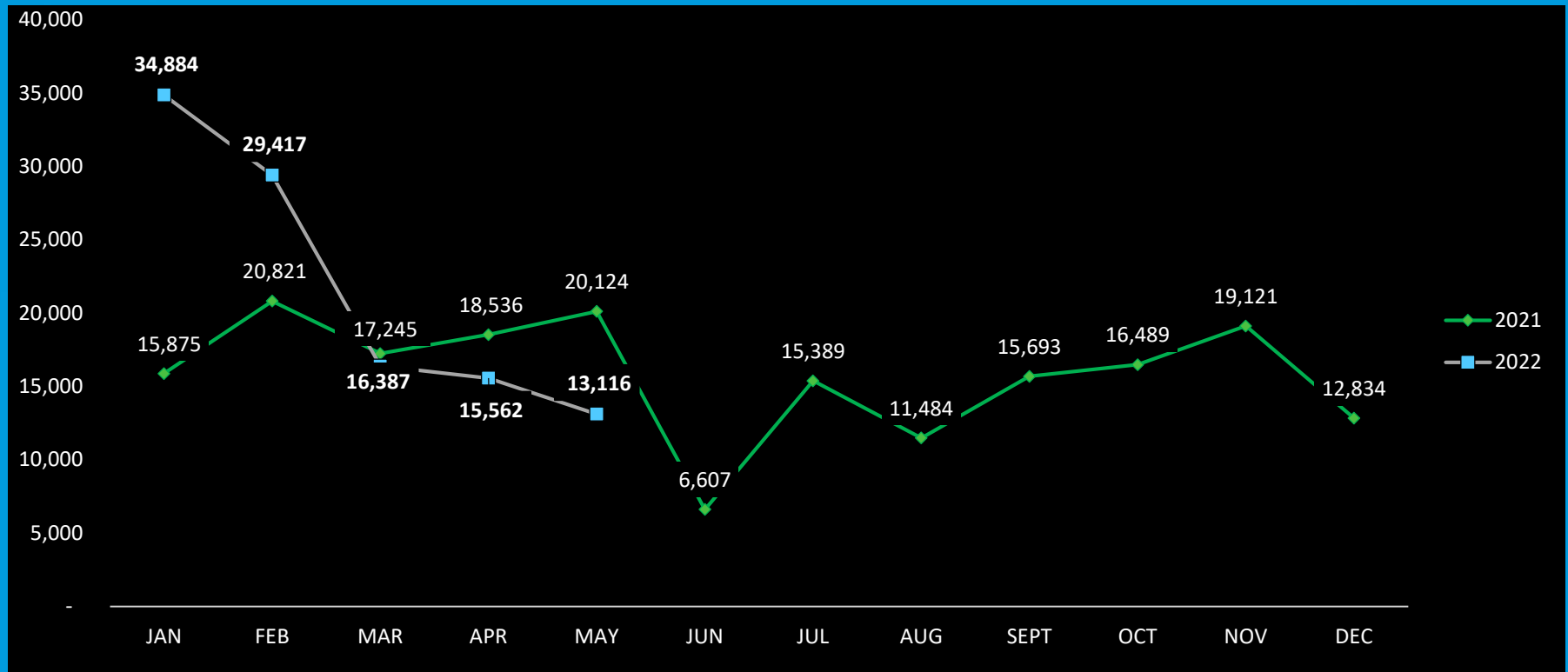
April
Fuel and
Maintenance
Savings
W/LCFS
\$375,129



AVERAGE MILES BETWEEN SERVICE INTERRUPTIONS

Peer Average: 11,206

Target: 15,500



Discussion/Questions?





Regular Meeting of the Board of Directors

Tuesday, May 24, 2022

10:00 a.m.

Antelope Valley Transit Authority Community Room

42210 6th Street West, Lancaster, California

www.avta.com

UNOFFICIAL MINUTES

HYBRID MEETING PER GOVERNMENT CODE SECTION 54953(e)

Alternate Director Darrell Dorris was administered the Oath of Office prior to the start of the meeting.

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE

Alternate Director Dorris led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Marvin Crist

Vice Chair Dianne Knippel

Director Steve Hofbauer

Alternate Director Kathryn Mac Laren (Representative for Director Richard Loa)

Alternate Director Darrell Dorris (Representative for Director Raj Malhi)

Director Michelle Flanagan

Director Hofbauer and Alternate Director Mac Laren were present on Zoom; however, they could not hear the Clerk of the Board to respond to roll call due to audio issues with the internet-based service Zoom Meetings.

APPROVAL OF AGENDA

Motion: Approve the agenda as comprised.

Moved by Vice Chair Knippel, seconded by Director Flanagan

Clerk of the Board Karen Darr conducted a roll call vote and stated the motion carried unanimously.

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

Ayes: Chairman Crist, Vice Chair Knippel, Directors Hofbauer and Flanagan,
Alternate Directors Dorris and Mac Laren

Nays: None

Abstain: None

Absent: None

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

James Lynch spoke about issues with the Microtransit service.

Fran Sereseres spoke about citizens smoking at the Lancaster Metrolink Station and sidewalks that need to be repaired around the Palmdale Legacy Commons in the city of Palmdale.

The Board took a break at 10:30 a.m. during Public Business to rectify the audio issues with Zoom. The meeting resumed at 10:40 a.m. with a work-around in place to allow Zoom participants to hear and participate in the meeting.

Justin Cauley, Yellow Cab Company, attending via Zoom, raised his hand to confirm he could hear the meeting but provided no public comment.

No additional comments were received from the public members in the audience or those attending via Zoom.

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

SRP 1 "RIDE TO THE FUTURE" MR. HUNTER LANCASTER

Chief Financial Officer Judy Vaccaro-Fry recognized Mr. Hunter Lancaster for winning 3rd Place in Division 3: 4th – 5th Grade Group for his "Ride to the Future" - Theme: Promise of the Future art submission showcasing AVTA in the Palmdale School District Art Show.

SRP 2 PRESENTATION TO AVTA EMPLOYEE OF THE THIRD QUARTER FOR FISCAL YEAR 2021/2022 (JANUARY 1 – MARCH 31, 2022)

Customer Satisfaction Manager Carlos Lopez Arucha presented the award to Senior Customer Service Representative Amy Amalbert.

SRP 3 PRESENTATIONS TO TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH

Transdev Operations Manager Clarence Shipp presented awards to the Operator of the Month Christopher Ponce and the Employee of the Month Edward Davidson.

SRP 4 PRESENTATION TO ANTELOPE VALLEY TRANSPORTATION SERVICES EMPLOYEE OF THE MONTH

AV Transit Management President Art Minasyan presented the award to Patricia Ledford.

SRP 5 MICROTRANSIT AND DIAL-A-RIDE KEY PERFORMANCE INDICATORS (KPI) REPORT

Mr. Minasyan presented the report. The Board discussed the types of complaints received.

SRP 6 LEGISLATIVE REPORT FOR MAY 2022

Ms. Vaccaro-Fry reported on California's Proposed Fiscal Year 2022/2023 Budget, state and federal legislation, and the Safe Streets and Roads for All Grant Program.

SRP 7 OPERATIONS KPI REPORT

Director of Operations and Maintenance Esteban Rodriguez presented the report.

SRP 8 MAINTENANCE KPI REPORT

Maintenance Compliance Manager Cecil Foust presented the report.

CONSENT CALENDAR (CC):

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF APRIL 26, 2022

Approve the Board of Directors Regular Meeting Minutes of April 26, 2022.

CC 2 FINANCIAL REPORT FOR APRIL 2022 AND THIRD QUARTER TREASURER AND CAPITAL RESERVE REPORT

Receive and file the Financial Report, including Quarterly Treasurer, Capital Reserve, and Farebox Recovery information, for April 2022.

CC 3 RENEWAL OF AGREEMENT WITH LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FOR TRANSIT LAW ENFORCEMENT SERVICES RESERVE UNIT

Authorize the Executive Director/CEO to renew the Letter of Understanding with the LASD for transit law enforcement services covering the term July 1, 2022 through June 30, 2023, as outlined in the letter to Sheriff Alex Villanueva.

CC 4 LOCAL AGENCY INVESTMENT FUND (LAIF) INVESTMENTS FOR FY 2023

Adopt Resolution 2022-008, a Resolution authorizing investment of monies in the LAIF for FY 2023 (July 1, 2022 through June 30, 2023), adopting a policy for the investment of surplus transit funds for FY 2023, and rescinding Resolution No. 2022-007.

CC 5 RESOLUTION 2022-011, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS

Approve Resolution No. 2022-011, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions.

Motion: Approve the Consent Calendar.

Moved by Vice Chair Knippel, seconded by Director Hofbauer

Ms. Darr conducted a roll call vote and stated the motion carried unanimously.

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

Ayes: Chairman Crist, Vice Chair Knippel, Directors Hofbauer and Flanagan, Alternate Directors Dorris and Mac Laren

Nays: None

Abstain: None

Absent: None

NEW BUSINESS (NB):

NB 1 FY 2023 PRELIMINARY BUDGET ASSUMPTIONS

Ms. Vaccaro-Fry presented the staff report. The Board discussed the FY 2022 Budget compared to the FY 2023 Budget, personnel costs for AVTA and contractor staff, jurisdictional contributions, and a possible operational strike with contractor staff. There were no suggested changes to the preliminary budget assumptions.

No comments were received from the public members in the audience or those attending via Zoom.

Motion: Approve the FY 2023 Preliminary Budget Assumptions and provide direction to staff regarding fiscal priorities for the final FY 2023 Budget with no additional corrections.

Moved by Vice Chair Knippel, seconded by Director Flanagan

Ms. Darr conducted a roll call vote and stated the motion carried unanimously.

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

Ayes: Chairman Crist, Vice Chair Knippel, Directors Hofbauer and Flanagan, Alternate Directors Dorris and Mac Laren

Nays: None

Abstain: None

Absent: None

NB 2 CONTRACT #2022-42 TO WEIDEMAN GROUP, INC. FOR GOVERNMENT ADVOCACY SERVICES

The Board waived the presentation of the staff report.

No comments were received from the public members in the audience or those attending via Zoom.

Motion: Authorize the Executive Director/CEO to execute Contract #2022-42 for Government Advocacy Services to Weideman Group, Inc., Sacramento, CA, for a three-year period with an annual fee of \$120,000, plus approved travel expenses.

Moved by Vice Chair Knippel, seconded by Director Flanagan

Ms. Darr conducted a roll call vote and stated the motion carried unanimously.

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

Ayes: Chairman Crist, Vice Chair Knippel, Directors Hofbauer and Flanagan, Alternate Directors Dorris and Mac Laren

Nays: None

Abstain: None

Absent: None

NB 3 CONTRACT #2022-46 TO TAFT ELECTRIC COMPANY FOR ELECTRIC CHARGING STATIONS AT ANTELOPE VALLEY COLLEGE

Procurement and Contracts Officer Lyle Block presented the staff report. The Board discussed the funding source.

No comments were received from the public members in the audience or those attending via Zoom.

Motion: Authorize the Executive Director/CEO to execute Contract #2022-46 with Taft Electric Company, Ventura, CA, for electric bus charging stations at AV College for the amount of \$1,154,037, plus applicable permit fees and sales tax.

Moved by Vice Chair Knippel, seconded by Director Flanagan

Ms. Darr conducted a roll call vote and stated the motion carried with 5 ayes and 1 abstention.

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

Ayes: Chairman Crist, Vice Chair Knippel, Directors Hofbauer and Flanagan, Alternate Director Dorris

Nays: None

Abstain: Alternate Director Mac Laren

Absent: None

NB 4 CONTRACT #2022-44 TO PARADISE CHEVROLET FOR REGULAR CAB CHASSIS 4X2 TURBO DIESEL 19,500 GVWR WITH SERVICE BODY

Mr. Block presented the staff report. The Board discussed the immediate availability of the vehicle and its cost.

No comments were received from the public members in the audience or those attending via Zoom.

Motion: Authorize the Executive Director/CEO to execute Contract #2022-44 with Paradise Chevrolet, Ventura, CA, for a regular cab chassis, 4x2 turbo diesel 19,500 GVWR with service body for the amount of \$82,957.74, including sales tax, and delivery within 30 days.

Moved by Vice Chair Knippel, seconded by Director Flanagan

Ms. Darr conducted a roll call vote and stated the motion carried unanimously.

Vote: Motion carried (6-0-0-0)
Ayes: Chairman Crist, Vice Chair Knippel, Directors Hofbauer and Flanagan, Alternate Directors Dorris and Mac Laren
Nays: None
Abstain: None
Absent: None

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 REPORT BY THE EXECUTIVE DIRECTOR/CEO MARTIN TOMPKINS

- Stated the transition from Transdev to MV Transportation is progressing well.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

There were no Miscellaneous Business items presented.

ADJOURNMENT:

Chairman Crist adjourned the meeting at 11:40 a.m. to the Regular Meeting of the Board of Directors on June 28, 2022, at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 28th day of JUNE 2022.

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: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Financial Report for May 2022

RECOMMENDATION

That the Board of Directors receive and file the Financial Report for May 2022.

FISCAL IMPACT

	May
PAYROLL	\$337,882
CASH DISBURSEMENTS	\$1,408,543

BACKGROUND

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Chief Financial Officer in conjunction with the Controller, provides a monthly payroll total and cash disbursements. The Executive Director/CEO and Treasurer certify the availability of funds.

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

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO



DATE: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Amendment No. 1 for Sole Source Contract #2021-35 with Pinnacle Petroleum for Bulk Fuel Supply and Delivery

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to execute Amendment No. 1 for Sole Source Contract #2021-35 with Pinnacle Petroleum, Inc., of Huntington Beach, CA, for an additional amount of \$100,000, and a six-month time extension, to complete AVTA's conversion of its diesel fleet to a battery-electric fleet.

FISCAL IMPACT

Sufficient funds are included in the Fiscal Year 2022 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 to provide fuel as AVTA finalizes its transition to a battery-electric fleet. The remaining vehicles are currently in the procurement process.

Prior to the end of Amendment No. 1, staff will complete an analysis and determine outsourcing the Authority's fueling needs to a more efficient and cost-effective option than storing fuel on-site. Efficiencies would include but are not limited to fewer reporting requirements to the State of California, ongoing training of personnel, and reduced insurance requirements. During the completion of the replacement of the buses, AVTA will make a final determination on whether to switch to a Card Lock Commercial Fueling Network.

Prepared by:

Submitted by:

Lyle A. Block, CPPB
Procurement and Contracts Officer

Martin J. Tompkins
Executive Director/CEO



NB 1

DATE: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Fiscal Year 2022/2023 (FY 2023) Proposed Budget

RECOMMENDATION

That the Board of Directors approve the FY 2023 Proposed Budget.

FISCAL IMPACT

The FY 2023 operating revenue and expenditures total \$33.9 million for a balanced budget. The proposed capital budget of \$42,114,317 reflects large projects such as the completion of the headquarters facility and transit facility upgrades and expansion buses.

BACKGROUND

The balance of Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), and American Rescue Plan Act (ARPA) funding will allow AVTA to continue operations. This funding will keep AVTA's operations intact in order to serve our communities.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO

Attachments: A – FY 2023 Preliminary Operating and Capital Budget Details
B – FY 2023 Preliminary Operating Budget Assumptions
C – FY 2023 Capital Budget Assumptions
D – Salary & Range Chart
E – Organization Chart

FISCAL YEAR 2023 (FY 2023)

OPERATING BUDGET ASSUMPTIONS

OPERATING REVENUE

- **CARES Act:** AVTA has made use of the CARES Act funds designated for the authority for expenses and lost revenue due to COVID-19. AVTA will continue to use remaining CARES Act funds in FY 2022 to subsidize operations.
- **Fare Revenue:** The long-term effects of COVID-19 on AVTA’s ridership is uncertain at this time. For this reason, AVTA has reduced anticipated fare revenue to \$2 million.
- **Tax Revenue:** According to the most recent Transit Fund Allocations draft from the Los Angeles County Metropolitan Transportation Authority (LACMTA), the agency will receive a total of over \$15 million in operating funds. There is a more significant increase of Proposition A Dial-a-Ride (DAR) funding due to Metro’s addition of ARPA funding in that category.

Funding Source	2021-2022 Draft MTA Funding	2022-2023 Draft MTA Funding	FY 22/ FY23 Increase (Decrease)
Prop A DAR	\$ 337,251	\$ 693,960	\$ 356,709
Prop A 95%/40% DISCRETIONARY	\$ 5,230,982	\$ 5,840,121	\$ 609,139
PROP C 40%-BUS SRVC IMPRV	\$ 50,149	\$ 51,804	\$ 1,655
PROP C 40%-FOOTHILL MITIG	\$ 17,257	\$ 29,840	\$ 12,583
PROP C 40%-MOSIP	\$ 1,293,348	\$ 1,295,847	\$ 2,499
PROP C 40%-TRANSIT SRVC EXP	\$ 395,127	\$ 408,166	\$ 13,039
PROP C 5%-BUS SECURITY ENH	\$ 198,098	\$ 198,045	\$ (53)
MEASURE M	\$ 2,833,796	\$ 3,571,518	\$ 737,722
MEASURE R	\$ 2,843,483	\$ 3,577,126	\$ 733,643
MTA: CRRSAA Act	\$ 3,871,415		\$ (3,871,415)
Total	\$ 17,070,906	\$ 15,666,427	\$ (1,404,479)

- **Jurisdictional Operating Contributions:** Contributions for FY 2023 will remain at the same rates as FY 2021.
- **Other Operating Revenues:** Advertising revenue is budgeted at just under \$160K. Low-Carbon Fuel Standard (LCFS) credits are sold at market value and are estimated at \$1.34 million. Interest/investment income is conservatively budgeted at \$75K. AVTA is also anticipating almost \$45 thousand in lease revenue.

OPERATING EXPENDITURES

- **Purchased Transportation:** MV will take over for Transdev as AVTA's purchased transportation provider July 1. The new contract states a revenue hour rate of \$103.60 in Year-1 of the contract. AVTA anticipates up to 202K revenue hours during the fiscal year.
- **AVTS Contract:** AVTS provides AVTA's DAR, Micro-transit, Late-night, and non-emergency medical transportation (NEMT) services. These services continue to gain popularity and ridership is increasing. Total budget for all these services in FY 2022 is just over \$3 million.
- **Bus Propulsion:** AVTA has completed the transition to an all-electric fleet, though maintains some diesel vehicles for contingency use. Fuel costs will see a 73% decrease while electricity costs will reflect a 13% increase. AVTA is in the process of procuring a direct source for electricity, which would yield significant savings, however this budget does not assume that decrease at this time. Mid-year budget review will be used to make any needed adjustments.
- **Personnel:** AVTA staff is 60 employees with 58 full-time and two part-time. Including 3 positions not yet filled. The FY 2023 personnel budget assumes the maximum possible merit rate increase for each employee which will change this year from 5% to 3%. AVTA will also be adjusting the holiday schedule to add four new holidays to the calendar and providing an annual cost of living adjustment of 3% which is 2.9% lower than CPI.
 - **Benefits:** The current employee benefit structure will be maintained. However, costs for employee benefits are expected to increase. All other benefits are budgeted to increase 5% including workers compensation coverage.
 - **Pension:** The employer share of CalPERS is down slightly for fiscal year 2023 at 10.32% from 10.34 % the year prior for CalPERS Classic. CalPERS Public Employee Pension Reform Act (PEPRA) employer contribution down to 7.47% from 7.59% the year prior. CalPERS calculates pension contributions based on payroll figures one year in arrears. The employee contribution share for CalPERS Classic is paid by AVTA.
- **Insurance:** Insurance coverage costs are estimated to increase 5% above prior year costs. Actual rates will likely be complete in June 2023 after the budget is completed and will be included in the mid-year review.
- **Capital Project Local Match:** The downtown Los Angeles parking facility regional partnership project for Commuter bus parking is progressing. The remaining \$155K from prior year budget will be carried forward in FY 2023. Funds

for local match on federal grant monies cannot be from other federal funds, and therefore will be covered under operating costs for FY 2023.

- **Other General and Administrative Costs:** AVTA anticipates an overall decrease in costs of approximately \$78 thousand when compared to prior year budget. This is primarily due to reductions of Advocacy and Consulting budgets.

<u>Budget Summary Comparison</u>				
	BUDGET 2021-2022		BUDGET 2022-2023	
Revenue				
Federal Grants	\$	12,837,497	\$	12,337,824
Juris. Ops Contributions	\$	3,306,164	\$	3,320,690
Other Operating Revenue	\$	2,281,509	\$	1,669,176
Tax Revenue Via Metro	\$	13,199,491	\$	15,666,427
Transit Fare Revenue	\$	1,500,000	\$	2,000,000
Revenue Total	\$	33,124,661	\$	34,994,117
Expense				
Capital Outlay	\$	155,446	\$	155,446
General & Admin	\$	1,496,930	\$	1,418,536
Other Operating Costs	\$	1,926,160	\$	1,848,663
Purchased Transportation	\$	21,442,400	\$	23,986,700
Salaries & Benefits	\$	5,649,725	\$	5,675,855
Fuel	\$	1,008,000	\$	274,000
E-Bus Electricity	\$	1,446,000	\$	1,634,917
Expense Total	\$	33,124,661	\$	34,994,117

PRELIMINARY CAPITAL BUDGET ASSUMPTIONS

This year’s capital budget totals \$42,114,317 and continues to build upon our previous budgets. The breakdown is as follows:

- Replacement Vehicles \$ 1,992,868
- Expansion Vehicles \$ 20,885,682
- Vehicle Equipment \$ 3,248,348
- AVTA Facility Improvements \$ 12,462,797
- Transit Facilities Improvements \$ 12,462,797
- Information Technology \$ 648,000
- Maintenance Equipment \$ 45,000
- Planning & Operating \$ 268,419

Of the total \$42 million captured in FY 2023, \$28.8 has been carried over from FY 2022 budget; primarily attributed to expansion buses and facility improvements.

AVTA’s capital projects are funded by a combination of internal revenues and the following various outside funding sources:

<p>Federal Transit Administration BUILD Grant Program Low or No Emission Grant Program Sect. 5307 UZA Formula Allocation Sect. 5337 State of Good Repair Sect. 5339 Bus & Bus Facilities</p>	<p>State of California Heavy Duty Vehicle Incentive Funds Low Carbon Fuel Standard Credits Low Carbon Transit Operations Program SB1 State of Good Repair SB1 State Transit Assistance Transit and Intercity Rail Capital Program VW Mitigation Funds</p>
<p>Regional Los Angeles County Metropolitan Transportation Agency Bus Operator Subcommittee</p>	<p>Local Antelope Valley Air Quality Management District</p>

Account	Name	Account Summary Category	Budget projection
100-000-5-H1-1010010	AVTA East Expense	Other Operating Costs	\$ 18,528
100-000-5-J1-9909900	Grant--Local Match	Capital Outlay	\$ 155,446
100-1EX-5-G1-9401004	COVID-19 - Extraordinary & Special Expense	Other Operating Costs	\$ 105,000
100-1EX-5-G1-9501001	Publications	General & Admin	\$ 330
100-1EX-5-G1-9501003	Marketing	General & Admin	\$ 100,000
100-1EX-5-G1-9501005	Legal Services	General & Admin	\$ 200,000
100-1EX-5-G1-9501006	Memberships	General & Admin	\$ 50,000
100-1EX-5-G1-9501013	Consulting Fees	General & Admin	\$ 150,000
100-1EX-5-G1-9501014	Administrative Costs	General & Admin	\$ 1,500
100-1EX-5-G1-9501015	Advocacy Fees	General & Admin	\$ 120,000
100-1EX-5-G1-9501019	Travel and Meetings	General & Admin	\$ 50,000
100-1EX-5-G1-9501027	Employee Wellness Program	General & Admin	\$ 4,000
100-1EX-5-G1-9501028	Temporary Staffing	General & Admin	\$ 5,000
100-1EX-5-G1-9501029	Miscellaneous Special Events	General & Admin	\$ 15,000
100-1EX-5-G1-9501031	Website Maintenance	General & Admin	\$ 8,400
100-1EX-5-G1-9501034	Other General & Administration Expense	General & Admin	\$ 10,000
100-1EX-5-G1-9501035	Development and Training	General & Admin	\$ 32,000
100-1EX-5-G1-9701002	Over Time- Company-wide	Salaries & Benefits	\$ 50,000
100-1EX-5-G1-9701003	Double Time Pay Holiday/Company-Wide	Salaries & Benefits	\$ 15,000
100-1EX-5-G1-9701415	Additional Compensation	Salaries & Benefits	\$ 24,375
100-1ZZ-5-G1-9701212	Medicare ER	Salaries & Benefits	\$ 56,429
100-1ZZ-5-G1-9701217	State UI - ER	Salaries & Benefits	\$ 24,738
100-1ZZ-5-G1-9701411	CalPERS - GASB 68 Catch Up	Salaries & Benefits	\$ 131,199
100-1ZZ-5-G1-9701413	CALPERS	Salaries & Benefits	\$ 429,124
100-1ZZ-5-G1-9701610	Wage Expense - Company-wide	Salaries & Benefits	\$ 3,891,664
100-1ZZ-5-G1-9701612	Medical - ER	Salaries & Benefits	\$ 674,100
100-1ZZ-5-G1-9701614	Dental - ER	Salaries & Benefits	\$ 78,750
100-1ZZ-5-G1-9701616	Vision - ER	Salaries & Benefits	\$ 22,050
100-1ZZ-5-G1-9701618	Vacation Cash out	Salaries & Benefits	\$ 55,000
100-1ZZ-5-G1-9701811	Group Life - FT	Salaries & Benefits	\$ 9,420
100-1ZZ-5-G1-9701812	Short-term Disability - FT	Salaries & Benefits	\$ 8,160
100-1ZZ-5-G1-9701813	Long-term Disability	Salaries & Benefits	\$ 19,800
100-1ZZ-5-G1-9701814	AD & D	Salaries & Benefits	\$ 1,380
100-1ZZ-5-G1-9701915	Workers' Compensation	Salaries & Benefits	\$ 173,947
100-1ZZ-5-G1-9702618	Long-term Care - ER	Salaries & Benefits	\$ 10,718

100-2FF-5-G1-9001013	Contract Services- Local & Commuter	Purchased Transportation	\$ 20,927,200
100-2FF-5-G1-9001014	Contract Services- DAR	Purchased Transportation	\$ 1,597,500
100-2FF-5-G1-9001016	Contract Services- Locally funded E-Bus	Purchased Transportation	\$ -
100-2FF-5-G1-9001017	Contract Services- NEMT	Purchased Transportation	\$ 24,000
100-2FF-5-G1-9001018	BYD Bus Switch outs	Purchased Transportation	\$ 10,000
100-2FF-5-G1-9001019	Contract Services- ORMRS	Purchased Transportation	\$ 1,404,000
100-2FF-5-G1-9001021	Operator Incentives	Purchased Transportation	\$ 24,000
100-2FF-5-G1-9201003	Fuel & Lubricants	Fuel	\$ 270,000
100-2FF-5-G1-9201005	Fuel - Use Tax	Fuel	\$ 4,000
100-2FF-5-G1-9201006	E-Bus Electricity- Blvd. Transfer Center	E-Bus Electricity	\$ 94,071
100-2FF-5-G1-9201007	E-bus Electricity SSOMP	E-Bus Electricity	\$ 185,540
100-2FF-5-G1-9201008	E-Bus Electricity PTC Clock Tower	E-Bus Electricity	\$ 78,975
100-2FF-5-G1-9201009	E-Bus Electricity South Valley	E-Bus Electricity	\$ 137,240
100-2FF-5-G1-9201010	E-bus Electricity Depot Charging	E-Bus Electricity	\$ 1,139,093
100-2FF-5-G1-9201011	Fleet Wi-Fi	Other Operating Costs	\$ 17,760
100-2FF-5-G1-9201012	SCE Rental Expense	Other Operating Costs	\$ 66,000
100-2FF-5-G1-9401002	Tow Services	Other Operating Costs	\$ 5,000
100-2FF-5-G1-9401004	Facility/Fleet Maintenance - Supplies	Other Operating Costs	\$ 330,000
100-2FF-5-G1-9401005	Maintenance - Outside Services	Other Operating Costs	\$ 40,000
100-2FF-5-G1-9401009	I.T.--Maintenance - Parts & Supplies	Other Operating Costs	\$ 50,000
100-2FF-5-G1-9401010	Operating Permits	Other Operating Costs	\$ 15,000
100-2FF-5-G1-9401012	I.T.--Software Agreements/Licenses	Other Operating Costs	\$ 315,000
100-2FF-5-G1-9401013	Rental / Lease Expense	Other Operating Costs	\$ 168,000
100-2FF-5-G1-9401021	Utilities - Electricity (Facility)	Other Operating Costs	\$ 175,000
100-2FF-5-G1-9401022	Utilities - Gas	Other Operating Costs	\$ 40,000
100-2FF-5-G1-9401023	Utilities - Waste	Other Operating Costs	\$ 19,000
100-2FF-5-G1-9401024	Utilities - Water	Other Operating Costs	\$ 10,000
100-2FF-5-G1-9401025	Utilities - Telephone & Fax	Other Operating Costs	\$ 85,000
100-3FS-5-G1-9401019	Liability, Fire & Other Insurance	Other Operating Costs	\$ 385,875
100-3FS-5-G1-9501002	Classified Advertising	General & Admin	\$ 18,000
100-3FS-5-G1-9501009	Office Supplies	General & Admin	\$ 20,000
100-3FS-5-G1-9501010	Postage and delivery services	General & Admin	\$ 9,000
100-3FS-5-G1-9501018	Printing Services	General & Admin	\$ 2,000
100-3FS-5-G1-9501019	Un-reconciled Items/Cash short/Over	General & Admin	\$ 2,000
100-3FS-5-G1-9501020	Audit Fees	General & Admin	\$ 59,740
100-3FS-5-G1-9501022	Bad Debt Expense/Miscellaneous Expenses	General & Admin	\$ 2,000
100-3FS-5-G1-9501024	Bank Fees	General & Admin	\$ 11,500
100-3FS-5-G1-9501026	Employee Advertising & Recruitment	General & Admin	\$ 2,500

100-3FS-5-G1-9501027	Employment Screening/ Audits	General & Admin	\$ 7,210
100-5CS-5-G1-9401020	Uniform Upkeep-AVTA (Non-Grantable)	Other Operating Costs	\$ 3,500
100-5CS-5-G1-9501029	Outreach Events	General & Admin	\$ 5,000
100-5CS-5-G1-9501030	Tap card fee	General & Admin	\$ 5,356
100-5CS-5-G1-9501034	Security	General & Admin	\$ 438,000
100-5CS-5-G1-9501039	Sponsorships	General & Admin	\$ 50,000
100-5CS-5-G1-9501041	Expenses for Charity (Stuff-A-Bus)	General & Admin	\$ 40,000
		EXPENSES	\$ 34,994,117
Account	Name	Account Summary Category	Budget projection

100-000-4-D1-6001001	Fare Revenues - Local Monthly FF	Transit Fare Revenue	\$	192,361.50
100-000-4-D1-6001002	Fare Revenues - Local Monthly RF	Transit Fare Revenue	\$	-
100-000-4-D1-6001003	Fare Revenues - Local Weekly FF	Transit Fare Revenue	\$	23,941.34
100-000-4-D1-6001004	Fare Revenues - Local Day FF	Transit Fare Revenue	\$	546,270.55
100-000-4-D1-6001005	Fare Revenues - Local Day RF	Transit Fare Revenue	\$	-
100-000-4-D1-6001006	Fare Revenues - Local 4-Hr FF	Transit Fare Revenue	\$	1,650.30
100-000-4-D1-6001007	Fare Revenues - Local 4-Hr Rf	Transit Fare Revenue	\$	15,326.54
100-000-4-D1-6001008	S/D One Way Trip	Transit Fare Revenue	\$	98,654.71
100-000-4-D1-6001009	S/D 4 Hour Pass	Transit Fare Revenue	\$	-
100-000-4-D1-6001010	S/D Day Pass	Transit Fare Revenue	\$	158.65
100-000-4-D1-6001011	S/D Weekly Pass	Transit Fare Revenue	\$	295.29
100-000-4-D1-6001012	S/D Monthly Pass	Transit Fare Revenue	\$	9,220.01
100-000-4-D1-6001013	S/D Annual Pass	Transit Fare Revenue	\$	118,831.18
100-000-4-D1-6001100	Fare Revenues - Comm - 785 Mo FF	Transit Fare Revenue	\$	31,439.22
100-000-4-D1-6001101	Fare Revenues - Com - 785 Mo RF	Transit Fare Revenue	\$	54,623.94
100-000-4-D1-6001102	Fare Revenues - Com - 785 10-R FF	Transit Fare Revenue	\$	58,011.48
100-000-4-D1-6001103	Fare Revenues - Com - 785 10-R RF	Transit Fare Revenue	\$	8,201.39
100-000-4-D1-6001106	Fare Revenues - Comm - 785 EZ FF	Transit Fare Revenue	\$	427.39
100-000-4-D1-6001107	Fare Revenues - Com - 785 -EZ RF	Transit Fare Revenue	\$	4,929.90
100-000-4-D1-6001108	Stored Value	Transit Fare Revenue	\$	195,358.69
100-000-4-D1-6001109	Commuter One Way Fare	Transit Fare Revenue	\$	241,949.99
100-000-4-D1-6001200	Fare Revenues - Com - 786 Mo FF	Transit Fare Revenue	\$	54,290.98
100-000-4-D1-6001201	Fare Revenues - Com - 786 Mo RF	Transit Fare Revenue	\$	21,935.25
100-000-4-D1-6001202	Fare Revenues - Com - 786 10-R FF	Transit Fare Revenue	\$	47,184.08
100-000-4-D1-6001203	Fare Revenues - Com - 786 10-R RF	Transit Fare Revenue	\$	1,410.39
100-000-4-D1-6001206	Fare Revenues - Com - 786 -EZ FF	Transit Fare Revenue	\$	8,205.93
100-000-4-D1-6001207	Fare Revenues - Com - 786 -EZ RF	Transit Fare Revenue	\$	4,532.95
100-000-4-D1-6001300	Fare Revenues - Com - 787 Mo FF	Transit Fare Revenue	\$	75,507.94
100-000-4-D1-6001301	Fare Revenues - Com - 787 Mo RF	Transit Fare Revenue	\$	22,869.04
100-000-4-D1-6001302	Fare Revenues - Com - 787 10-R FF	Transit Fare Revenue	\$	51,110.91
100-000-4-D1-6001303	Fare Revenues - Com - 787 10-R RF	Transit Fare Revenue	\$	4,699.05
100-000-4-D1-6001306	Fare Revenues - Com - 787 -EZ FF	Transit Fare Revenue	\$	-
100-000-4-D1-6001307	Fare Revenues - Com - 787 -EZ RF	Transit Fare Revenue	\$	2,020.40
100-000-4-D1-6001308	Fare Revenues- 790 Transporter	Transit Fare Revenue	\$	3,115.43
100-000-4-D1-6001309	Fare Revenue - Metrolink/EZ Reimbursement	Transit Fare Revenue	\$	26,943.51
100-000-4-D1-6001400	Fare Revenues - DAR - Urban	Transit Fare Revenue	\$	62,852.79
100-000-4-D1-6001402	I.D. Application Processing Fee	Transit Fare Revenue	\$	-

100-000-4-D1-6001403	Fare Revenues- NEMT	Transit Fare Revenue	\$	-
100-000-4-D1-6001404	Fare Revenues- ORMRS	Transit Fare Revenue	\$	11,669.28
100-000-4-D1-6101001	Operating Contributions - Lancaster	Juris. Operating Contributions	\$	1,307,148
100-000-4-D1-6101002	Operating Contributions - Palmdale	Juris. Operating Contributions	\$	1,184,831
100-000-4-D1-6101003	Operating Contributions - LA County	Juris. Operating Contributions	\$	653,708
100-000-4-D1-6101006	Bus Stop Maintenance Palmdale	Juris. Operating Contributions	\$	91,792
100-000-4-D1-6101007	Bus Stop Maintenance Lancaster	Juris. Operating Contributions	\$	83,211
100-000-4-D1-6201003	Advertising Revenue	Other Operating Revenue	\$	159,176
100-000-4-D1-6201004	Other Revenues	Other Operating Revenue	\$	20,000
100-000-4-D1-6201005	Investment Income	Other Operating Revenue	\$	75,000
100-000-4-D1-6201102	LCFS Credits	Other Operating Revenue	\$	1,340,000
100-000-4-E1-6201006	Gain on Sale of Disposal of Assets	Other Operating Revenue	\$	5,000
100-000-4-E1-7001002	FTA:5307 Prev Maint	Federal Grants	\$	-
100-000-4-E1-7001004	FTA: CARES Act	Federal Grants	\$	12,337,824
100-000-4-E1-7001005	FTA: 5310	Federal Grants	\$	-
100-000-4-E1-7001006	FTA: CRRSAA	Federal Grants	\$	-
100-000-4-E1-7201001	MTA:Prop A 95%/40% Discretionary	Tax Revenue Via Metro	\$	5,840,121
100-000-4-E1-7201002	MTA:PROP C 40%-FOOTHILL MITIG	Tax Revenue Via Metro	\$	29,840
100-000-4-E1-7201003	MTA:PROP C 40%-TRANSIT SRVC EX	Tax Revenue Via Metro	\$	408,166
100-000-4-E1-7201004	MTA:PROP C 40%-BUS SRVC IMPRV	Tax Revenue Via Metro	\$	51,804
100-000-4-E1-7201005	MTA:PROP C 5%-BUS SECURITY ENH	Tax Revenue Via Metro	\$	198,045
100-000-4-E1-7201006	MTA:PROP C 40%-MOSIP	Tax Revenue Via Metro	\$	1,295,847
100-000-4-E1-7201009	MTA-MEASURE R	Tax Revenue Via Metro	\$	3,577,126
100-000-4-E1-7201012	MTA Prop A DAR	Tax Revenue Via Metro	\$	693,960
100-000-4-E1-7201015	MTA-Measure M	Tax Revenue Via Metro	\$	3,571,518
100-000-4-E1-7201016	MTA: CRRSAA	Tax Revenue Via Metro	\$	-
100-000-4-E1-7401001	State Grant	Tax Revenue Via Metro	\$	-
100-000-4-E1-7801001	AVTA East Income	Other Operating Revenue	\$	45,000
100-000-4-E1-7901007	Contributions for Charity (Stuff-A-Bus)	Other Operating Revenue	\$	25,000
		REVENUES	\$	34,994,117



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CAPITAL PROJECTS	FY23 Capital Budget Items	FY22 CARRYOVER	State Apportionments	FTA Annual Apportionment	FTA Grant Award	State Grant Award	Local Grant Award	AVTA Reserves	FUTURE FUNDING
VEHICLES	FY23 Capital Budget Items	FY22 CARRYOVER							
REPLACEMENT VEHICLES									
Local Transit Buses									
40 ft ZEB - 2 units (MA)	\$ 1,670,588	\$ 1,670,588	\$ -	\$ 1,670,588	\$ -	\$ -	\$ -	\$ -	\$ -
Support Vehicles									
ZE Kubota	\$ 20,000		\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
ZE Forklift	\$ 45,000		\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
ZE vehicles - 7 units	\$ 257,280		\$ -	\$ 205,824	\$ -	\$ -	\$ -	\$ 51,456	\$ -
Replacement Vehicles Total	\$ 1,992,868	\$ 1,670,588	\$ -	\$ 1,941,412	\$ -	\$ -	\$ -	\$ 51,456	\$ -
EXPANSION VEHICLES									
Local Transit Service									
60 ft ZEB - 5 units	\$ 5,829,704	\$ 5,829,704	\$ -	\$ -	\$ 2,914,852	\$ 2,914,852	\$ -	\$ -	\$ -
40 ft ZEB - 8 units	\$ 6,737,064	\$ 6,737,064	\$ -	\$ -	\$ 4,167,536	\$ 1,104,000	\$ -	\$ 1,465,528	\$ -
30 ft ZEB - 6 units	\$ 4,340,914	\$ 3,852,000	\$ -	\$ -	\$ 2,286,349	\$ 2,054,565	\$ -	\$ -	\$ -
On Request Microtransit Ride Service									
27 ft. ZEV - 19 units	\$ 3,978,000	\$ 3,978,000	\$ -	\$ -	\$ 2,466,360	\$ 1,511,640	\$ -	\$ -	\$ -
Expansion Vehicles Total	\$ 20,885,682	\$ 20,396,768	\$ -	\$ -	\$ 11,835,097	\$ 7,585,057	\$ -	\$ 1,465,528	\$ -
VEHICLE EQUIPMENT									
Avail EOL Video Upgrade + Implementation									
FY23 - Part 2 of 2	\$ 700,000		\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WAVE Chargers									
60 ft ZEB - 5 units	\$ 449,850		\$ -	\$ -	\$ 199,850	\$ 250,000	\$ -	\$ -	\$ -
40 ft ZEB - 8 units	\$ 636,000		\$ 236,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -
30 ft ZEB - 6 units	\$ 477,000		\$ -	\$ -	\$ 177,000	\$ 300,000	\$ -	\$ -	\$ -
Major Bus Components									
Fareboxes + parts	\$ 385,498		\$ -	\$ 385,498	\$ -	\$ -	\$ -	\$ -	\$ -
Greenpower Parts	\$ 100,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -
OOW - Reducers, Drive Motors, VTOG	\$ 500,000		\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Equipment Total	\$ 3,248,348	\$ -	\$ 936,000	\$ 885,498	\$ 776,850	\$ 550,000	\$ -	\$ 100,000	\$ -
VEHICLES TOTAL	\$ 26,126,898	\$ 22,067,356	\$ 936,000	\$ 2,826,910	\$ 12,611,947	\$ 8,135,057	\$ -	\$ 1,616,984	\$ -

FACILITIES		FY23 Capital Budget Items	FY22 CARRYOVER							
AVTA FACILITY IMPROVEMENTS										
Solar Farm/Battery Energy Storage										
	Land	\$ 3,000,000	\$ 3,000,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -
Transformers										
	2 units	\$ 200,000	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
AVTA East										
	Facility Improvements	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -
	Dedication Plaque (KB)	\$ 5,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -
PHASE III Update - Facility Headquarters										
	Bus Wash - New	\$ 687,847		\$ -	\$ 687,847	\$ -	\$ -	\$ -	\$ -	\$ -
	Chargers + Installation - ZEV Support	\$ 100,000		\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Community Room Audio / Video Upgrade	\$ 225,000		\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Dispatch Upgrade (IT)	\$ 60,000	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Epoxy Flooring - Maintenance	\$ 450,000	\$ 450,000	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Furniture - New	\$ 100,000	\$ 100,000	\$ 80,432	\$ 19,568	\$ -	\$ -	\$ -	\$ -	\$ -
	Genfare Vault Probe Upgrade	\$ 60,000		\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Lenel Door Security Upgrade	\$ 139,000		\$ -	\$ 139,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Outside Lighting	\$ 100,000		\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Repaint Interior of Maintenance Shop	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Replace Fire Alarm Panel & Enunciators	\$ 175,000		\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Security Camera Upgrade	\$ 112,000	\$ 95,000	\$ -	\$ 112,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Swamp Coolers - 5 units	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
Shared Charging Infrastructure - North Lot										
	A&E	\$ 50,000		\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Construction	\$ 3,000,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
	Generator - 2 units	\$ 1,300,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300,000
	DC Chargers + Installation - 5 units	\$ 651,125		\$ -	\$ 651,125	\$ -	\$ -	\$ -	\$ -	\$ -
	Land	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -
	Level III Chargers - 11 units	\$ 363,825		\$ -	\$ 363,825	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Management	\$ 24,000		\$ -	\$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Security Lighting	\$ 100,000		\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Security Perimeter Fencing	\$ 25,000		\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Security Perimeter Block Wall	\$ 50,000		\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Switch Gear	\$ 170,000		\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ -
	80 kwh Charging Primaries - 21 units	\$ 420,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 420,000
AVTA Facility Improvements Total		\$ 12,462,797	\$ 4,800,000	\$ 80,432	\$ 4,457,365	\$ -	\$ -	\$ -	\$ 3,205,000	\$ 4,720,000
TRANSIT CENTER FACILITY IMPROVEMENTS										
Antelope Valley College Transit Center										
	Construction	\$ 1,188,658	\$ 1,188,658	\$ -	\$ -	\$ 1,188,658	\$ -	\$ -	\$ -	\$ -
	Dedication Plaque (DK)	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Engineering	\$ 27,800	\$ 27,800	\$ -	\$ 27,800	\$ -	\$ -	\$ -	\$ -	\$ -
	Labor Compliance	\$ 28,000	\$ 28,000	\$ -	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Level III Chargers - 2 units	\$ 100,000	\$ 100,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -
	Project Management	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
	WAVE Primary - 2 units	\$ 630,630	\$ 630,630	\$ -	\$ -	\$ 580,630	\$ 50,000	\$ -	\$ -	\$ -
Palmdale Transportation Center										
	Charger Upgrade to WAVE 250 kwh + Installation - 1 unit	\$ 415,315		\$ -	\$ 415,315	\$ -	\$ -	\$ -	\$ -	\$ -
	Heliox Charger + Installation	\$ 109,225		\$ -	\$ 109,225	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Partnership Projects										
	Dedication Plaques- Metrolink North & South Valley	\$ 10,000		\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Installation of Route Display Screens - The Blvd & SV	\$ 33,575		\$ -	\$ 33,575	\$ -	\$ -	\$ -	\$ -	\$ -
	SSOMP Charger 250 kwh Upgrade + Install 1 unit	\$ 415,315		\$ -	\$ 415,315	\$ -	\$ -	\$ -	\$ -	\$ -
Transit Center Facility Improvements		\$ 2,563,203	\$ 1,990,088	\$ -	\$ 693,915	\$ -	\$ 1,769,288	\$ 100,000	\$ -	\$ -
FACILITIES TOTAL		\$ 15,026,000	\$ 6,790,088	\$ 80,432	\$ 5,151,280	\$ -	\$ 1,769,288	\$ 100,000	\$ 3,205,000	\$ 4,720,000

CAPITAL PROJECTS	FY23 Capital Budget Items	FY22 CARRYOVER	State Apportionments	FTA Annual Apportionment	FTA Grant Award	State Grant Award	Local Grant Award	AVTA Reserves	FUTURE FUNDING
INFORMATION TECHNOLOGY	FY23 Capital Budget Items	FY22 CARRYOVER							
INFORMATION TECHNOLOGY									
Data and Communications									
Annual Computer Replacement Program	\$ 90,000		\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -
Backup System	\$ 100,000		\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Network Infrastructure Upgrades	\$ 344,000		\$ -	\$ 344,000	\$ -	\$ -	\$ -	\$ -	\$ -
Software Licenses - New	\$ 99,000		\$ -	\$ 99,000	\$ -	\$ -	\$ -	\$ -	\$ -
TV + Stand - Training Room	\$ 15,000		\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology Total	\$ 648,000	\$ -	\$ -	\$ 648,000	\$ -	\$ -	\$ -	\$ -	\$ -
FLEET & FACILITIES EQUIPMENT									
Maintenance Equipment									
Maintenance Equipment									
Engine Crane	\$ 11,000		\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -
Tooling	\$ 34,000		\$ -	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Equipment Total	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
IT & MAINTENANCE EQUIPMENT TOTAL	\$ 693,000	\$ -	\$ -	\$ 693,000	\$ -	\$ -	\$ -	\$ -	\$ -
FY23 Capital Projects Total	\$ 41,845,898	\$ 28,857,444	\$ 1,016,432	\$ 8,671,190	\$ 12,611,947	\$ 9,904,345	\$ 100,000	\$ 4,821,984	\$ 4,720,000

APPENDIX B: FY23 DETAILED CAPITAL PROJECTS & FUNDING SOURCES

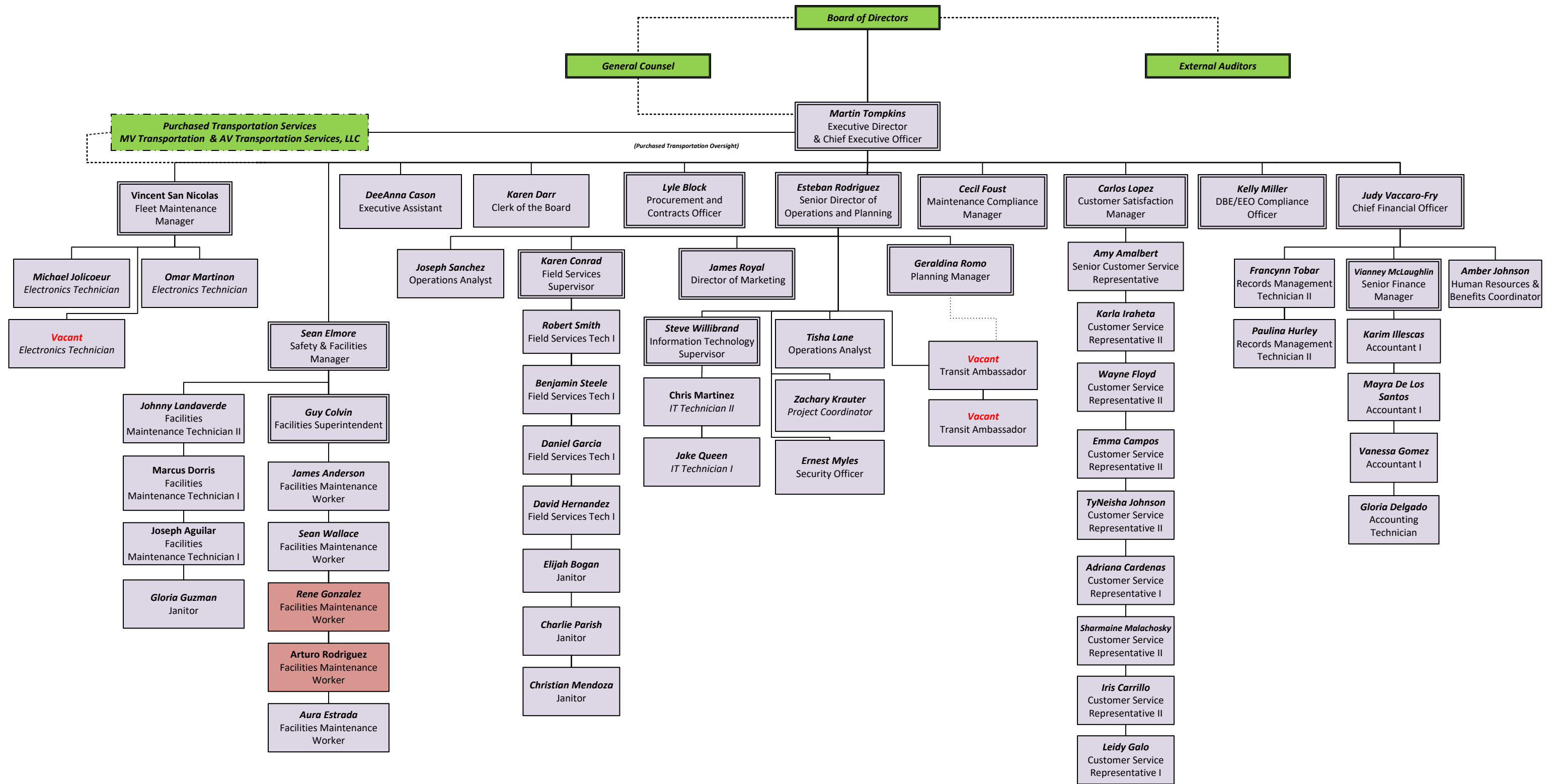
OPERATING PROJECTS	FY23 Capital Budget Items	FY22 CARRYOVER	State Apportionments	FTA Annual Apportionment	FTA Grant Award	State Grant Award	Local Grant Award	AVTA Reserves	FUTURE FUNDING
Operating Projects - Grantable									
Grant Pass Program - Disadvantaged HS Students	\$ 100,000		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Network Integration	\$ 168,419		\$ -	\$ -	\$ -	\$ 168,419	\$ -	\$ -	\$ -
Operating Projects Total	\$ 268,419	\$ -	\$ 100,000	\$ -	\$ -	\$ 168,419	\$ -	\$ -	\$ -
OPERATING PROJECTS TOTAL	\$ 268,419	\$ -	\$ 100,000	\$ -	\$ -	\$ 168,419	\$ -	\$ -	\$ -
FY23 Operating Projects - Grantable	\$ 268,419	\$ -	\$ 100,000	\$ -	\$ -	\$ 168,419	\$ -	\$ -	\$ -
FY23 BUDGET SUMMARY	FY23 Capital Budget Items	FY22 CARRYOVER	State Apportionments	FTA Annual Apportionment	FTA Grant Award	State Grant Award	Local Grant Award	AVTA Reserves	FUTURE FUNDING
FY23 Capital Projects Total	\$ 41,845,898	\$ 28,857,444	\$ 1,016,432	\$ 8,671,190	\$ 12,611,947	\$ 9,904,345	\$ 100,000	\$ 4,821,984	\$ 4,720,000
FY23 Operating Projects - Grantable	\$ 268,419	\$ -	\$ 100,000	\$ -	\$ -	\$ 168,419	\$ -	\$ -	\$ -
TOTAL FY23 CAPITAL BUDGET	\$ 42,114,317	\$ 28,857,444	\$ 1,116,432	\$ 8,671,190	\$ 12,611,947	\$ 10,072,764	\$ 100,000	\$ 4,821,984	\$ 4,720,000

Final Effective 7/1/2022

Antelope Valley Transit Authority
 Fiscal Year 2022/2023 Classification and Salary Schedule

	Range	Annual Salary Range-FY 2023			Monthly Salary Range-FY 2023			Bi-Weekly Salary Range-FY 2023			Hourly Salary Range-FY 2023		
		Min	Mid	Max	Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
	60	115,261	132,551	149,838	\$9,605	\$11,046	\$12,487	\$4,433	\$5,098	\$5,763	\$55.41	\$63.73	\$72.04
	61	118,142	135,863	153,585	\$9,845	\$11,322	\$12,799	\$4,544	\$5,226	\$5,907	\$56.80	\$65.32	\$73.84
	62	121,095	139,261	157,424	\$10,091	\$11,605	\$13,119	\$4,658	\$5,356	\$6,055	\$58.22	\$66.95	\$75.68
Controller	63	124,123	142,743	161,360	\$10,344	\$11,895	\$13,447	\$4,774	\$5,490	\$6,206	\$59.67	\$68.63	\$77.58
	63	124,123	142,743	161,360	\$10,344	\$11,895	\$13,447	\$4,774	\$5,490	\$6,206	\$59.67	\$68.63	\$77.58
Director of Finance and Administration	63	124,123	142,743	161,360	\$10,344	\$11,895	\$13,447	\$4,774	\$5,490	\$6,206	\$59.67	\$68.63	\$77.58
Director of Fleet & Facilities	63	124,123	142,743	161,360	\$10,344	\$11,895	\$13,447	\$4,774	\$5,490	\$6,206	\$59.67	\$68.63	\$77.58
Director of Marketing	63	124,123	142,743	161,360	\$10,344	\$11,895	\$13,447	\$4,774	\$5,490	\$6,206	\$59.67	\$68.63	\$77.58
	63	124,123	142,743	161,360	\$10,344	\$11,895	\$13,447	\$4,774	\$5,490	\$6,206	\$59.67	\$68.63	\$77.58
	64	127,226	146,310	165,394	\$10,602	\$12,193	\$13,783	\$4,893	\$5,627	\$6,361	\$61.17	\$70.34	\$79.52
	65	128,734	148,043	167,353	\$10,728	\$12,337	\$13,946	\$4,951	\$5,694	\$6,437	\$61.89	\$71.17	\$80.46
	66	133,667	153,717	173,767	\$11,139	\$12,810	\$14,481	\$5,141	\$5,912	\$6,683	\$64.26	\$73.90	\$83.54
Senior Director of Operations and Planning	67	137,009	157,560	178,111	\$11,417	\$13,130	\$14,843	\$5,270	\$6,060	\$6,850	\$65.87	\$75.75	\$85.63
	68	140,434	161,500	182,564	\$11,703	\$13,458	\$15,214	\$5,401	\$6,212	\$7,022	\$67.52	\$77.64	\$87.77
	69	143,945	165,537	187,128	\$11,995	\$13,795	\$15,594	\$5,536	\$6,367	\$7,197	\$69.20	\$79.59	\$89.97
Chief Financial Officer	70	147,543	169,676	191,807	\$12,295	\$14,140	\$15,984	\$5,675	\$6,526	\$7,377	\$70.93	\$81.58	\$92.21
Chief Operating Officer	71	151,233	173,918	196,602	\$12,603	\$14,493	\$16,384	\$5,817	\$6,689	\$7,562	\$72.71	\$83.61	\$94.52
	72	155,013	178,266	201,516	\$12,918	\$14,856	\$16,793	\$5,962	\$6,856	\$7,751	\$74.53	\$85.70	\$96.88
	73	158,889	182,722	206,554	\$13,241	\$15,227	\$17,213	\$6,111	\$7,028	\$7,944	\$76.39	\$87.85	\$99.30
	74	162,861	187,290	211,719	\$13,572	\$15,608	\$17,643	\$6,264	\$7,203	\$8,143	\$78.30	\$90.04	\$101.79
Executive Director/CEO	75	166,932	191,972	227,115	\$13,911	\$15,998	\$18,926	\$6,420	\$7,384	\$8,735	\$80.26	\$92.29	\$109.19

Attachment 1: Organizational Chart



- Full Time Employees
- Part Time Employees
- External Relationships



DATE: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Los Angeles County Metropolitan Transportation Authority (LACMTA) Triennial Performance Review Final Report for Fiscal Years 2018/2019, 2019/2020, and 2020/2021

RECOMMENDATION

That the Board of Directors receive and file the attached LACMTA Triennial Performance Review Final Report for the period covering July 1, 2018 through June 30, 2021 (FY 2019 – FY 2021).

FISCAL IMPACT

No fiscal impact.

BACKGROUND

California State Department of Transportation (Caltrans) Los Angeles County Metropolitan Transportation Authority (LACMTA) conducts a Triennial Performance Review to review performance trends, evaluate compliance with California's Transportation Development Act (TDA) and obtain a high level review of key functional achievements and challenges during the review period. This triennial performance review was conducted in accordance with the Caltrans TDA Performance Audit Guidebook under California Public Utilities Code (PUC) 99246.

On behalf of BCA Watson Rice LLP, Stephanie Negriff of SGN & Associates, LLC Consulting, Inc. was the reviewer conducting AVTA's review. All parties held a Triennial Review kickoff meeting on January 20, 2022 and discussed expectations and timelines for the process.

During the review, Ms. Negriff, along with AVTA staff, examined Caltrans funded equipment, reviewed data and financial documents, and held an exit conference on May 31, 2022.

Ms. Negriff provided a draft copy of her findings with respect to the following review areas:

- **Compliance with PUC**
 - AVTA met all compliance requirements with respect to PUC Section 99246.
- **Data Collection and Reporting**
 - AVTA's data reporting had minor inconsistencies, but most categories were consistent throughout the audit period.
- **Prior Review Recommendations**
 - AVTA had no prior review recommendations.
- **Performance Trends**
 - AVTA experienced mixed performance trends; reductions in ridership, overall operating costs, and operational efficiency.
- **Functional Review**
 - Review revealed no significant findings.

Final findings and recommendations of the review found that AVTA was compliant with all Transit Development Act requirements. AVTA concurred with the findings and the review was finalized.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO

Attachment A: LACMTA Final Triennial Performance Review Report dated May 2022

Antelope Valley Transit Authority

Triennial Performance Review FY 2019 to FY 2021

**MAY 2022
Final Report**

Submitted by
**BCA Watson Rice, LLP
in association with
SGN & Associates, LLC**



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Summary of Exhibits

- Exhibit 1: Summary of Transit Fares**
- Exhibit 2: Compliance with PUC Requirements**
- Exhibit 3: System-Wide Performance Measures**
- Exhibit 4: System-Wide Performance**
- Exhibit 5: Fixed Route Performance**
- Exhibit 6: Demand Response Service Performance**
- Exhibit 7: Commuter Express Performance**
- Exhibit 8: Organizational Chart**
- Exhibit 9: Operating Costs by Function**
- Exhibit 10: Operations Performance**
- Exhibit 11: Maintenance Performance**
- Exhibit 12: Administrative Performance**



1. Executive Summary

This report presents the results of the triennial performance review of the Antelope Valley Transit Authority's (AVTA) public transit program. The purpose of the review is to provide a tool for AVTA management and the California State Department of Transportation (Caltrans) to review performance trends, evaluate compliance with California's Transportation Development Act (TDA) and obtain a high-level review of key functional achievements and challenges during the review period. This triennial performance review was conducted in accordance with the Caltrans TDA Performance Audit Guidebook under California Public Utilities Code (PUC) Section 99246.

The period reviewed encompasses the three-year period from July 1, 2018 through June 30, 2021. The performance review included a review of the following:

- **Compliance with PUC** – ensuring compliance with applicable PUC requirements.
- **Data Collection and Reporting** – verification of TDA data collection and reporting procedures.
- **Prior Review Recommendations** – reporting on implementation of the prior triennial performance review recommendations.
- **Performance Trends** – summaries of performance indicators for the review period.
- **Functional Review** – high-level review of key functional areas surveyed as part of the process of conducting the review, resulting in suggestions for operational and management improvements.

Our findings and recommendations include the following:

COMPLIANCE WITH PUC

Antelope Valley Transit Authority met all compliance requirements with respect to the PUC Section 99246.



DATA COLLECTION AND REPORTING

Antelope Valley Transit Authority was highly consistent with its reporting of key financial and operating statistics between the various agencies. AVTA did not report FTEs on its TPM reports during the review period and was not consistent in its reporting of Local Subsidies and Auxiliary Revenues on its TPM reports.

PRIOR REVIEW RECOMMENDATIONS

AVTA did not receive any recommendations or findings during its FY 2016 – FY 2018 Triennial Performance Review.

PERFORMANCE TRENDS

The Antelope Valley Transit Authority system performance was significantly impacted by the coronavirus pandemic in FY 2020 and FY 2021.

FUNCTIONAL REVIEW

AVTA's data collection practices are supported by written policies and procedures for revenue collections, fare media sales, farebox probing and vaulting, and revenue conveyance. It also uses an established automated system to collect non-financial operating data.

RECOMMENDATIONS

We recommend AVTA, as a member of the Bus Operations Subcommittee pursue clarification from L.A. Metro on the definition of "local subsidy," as it relates to TPM reporting and subsequent calculations of farebox recovery ratios. These discussions should include discussions on required Maintenance of Effort funding to ensure that system-generated local contribution requirements are met.

We also recommend Antelope Valley Transit Authority report employee FTEs on its TPM report to enable monitoring this performance measurement by each mode it operates.



2. Performance Review Approach and Methodology

PERFORMANCE REVIEW APPROACH

The State mandates that all recipients of TDA funding undergo a performance review every three years in order to remain eligible for future TDA funding. In July 2021, the Los Angeles County Metropolitan Transportation Authority (Metro) retained BCA Watson Rice LLP (BCA) to conduct a Triennial Performance Review of the Antelope Valley Transit Authority. The BCA Team conducted this performance review in accordance with the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, September, 2008, Third Edition* (Guidebook) produced by the California Department of Transportation.

While the Guidebook provides general information regarding performance review requirements, suggested approaches and methodologies, more specific information necessary in understanding and defining the scope of these reviews is included in the *Transportation Development Act, Statutes and California Code of Regulations, July 2018* (TDA Code). While various sections of these regulations are periodically updated through legislative action, the annual booklet of TDA Code has not been updated during this triennium. To ensure that this review addresses legislative changes enacted in the past three years, an overview of recent legislation was conducted to examine its potential impact on the FY 2019 - 2021 Triennial Performance Review of Los Angeles County operators.

Legislative Issues Affecting the Triennial Performance Review

Since 2018, three legislative bills were passed into law that may have implications on this year's performance review. Assembly Bill (AB) 90, signed into law in June 2020 and AB 149 enacted in July 2021 mitigate penalties for noncompliance with requirements for allocation of state funding to the State Transit Assistance Program (STA), which result in funding reductions. Amendments to STA provisions provide stability for funding that could



be impacted by service productivity losses experienced by transit operations statewide, due to the coronavirus pandemic.

A third bill, Senate Bill (SB) 1119, amends the Low Carbon Transit Operations Program (LCTOP) to permit the use of these funds for transit fare subsidies, including discounted and free student transit passes. This provision may impact how fare revenues are aggregated for the purpose of calculating TDA mandated farebox recovery ratios.

Statutory changes made by AB 90 and AB 149 waive funding penalties for noncompliance with farebox recovery ratio, reasonable progress toward implementing prior year performance audit recommendations, STA efficiency standard requirements and 50% expenditure limitation through FY 2022 – 23. The Triennial Performance Review does not consider compliance with the STA efficiency standard or the 50% expenditure limitation; however, it does assess compliance with farebox recovery ratio standards and progress on prior year audit recommendations.

In conducting this year's review, given this most recent legislative direction, our reports will reflect any findings of noncompliance related to follow-up on prior performance recommendations (PUC 99244) or farebox recovery standards (PUC 99268.2 and 99268.3) as not being subject to funding penalties being imposed by the Regional Transportation Planning Entity.

A fourth legislative change, SB 508 enacted in October 2015, redefined the term *local funds* as follows:

Section 99268.19. If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating cost required by the article, an operator may satisfy that requirement by supplementing its fare revenues with local funds. As used in this section, "local funds" means any "nonfederal or nonstate grant funds or other revenues generated by, earned by, or distributed to an operator."

This legislative change will become relevant in the review of farebox recovery calculation consistency.



The performance review included a review of:

- **Compliance with PUC Section 99246** – evaluating the efficiency, effectiveness and economy of the operation of the entity being reviewed, including, but not limited to, a verification of the performance indicators defined in PUC Section 99247:
 - Operating cost per passenger
 - Operating cost per vehicle hour
 - Passengers per vehicle service hour
 - Passengers per vehicle service mile; and
 - Vehicle service hours per employee
- **Data Collection and Reporting** – verification of TDA data collection and reporting procedures as well as consistency of data reporting between the following reports: Metro’s Transit Performance Management (TPM), federal National Transit Database (NTD) and State Controller’s Transit Operators Financial Transactions Report.
- **Prior Review Recommendations** – reporting on implementation of prior triennial performance review recommendations.
- **Performance Trends** – summaries of performance indicators for the review period related specifically to operational performance, efficiency and effectiveness. This review acknowledges the negative impacts of the coronavirus pandemic on transit ridership beginning in FY 2020 and will analyze performance to the extent possible to examine performance from both a pre-pandemic and post-pandemic perspective.
- **Functional Review** - high-level review of key functional areas which were surveyed as part of the review process. Areas of review included general management, finance, administration, service planning, scheduling, dispatch, operations, maintenance and marketing. The functional area interviews will provide an opportunity to summarize best practices in the municipal transit



emergency response to the pandemic and challenges to rebuild ridership as the region recovers economically.

The draft report was submitted to management for review and comment, and concerns were discussed with them as needed. An exit interview was conducted following the issuance of the final report.

DOCUMENTS REVIEWED

The following compliance documents were reviewed to ascertain completion and timely submission to the appropriate reporting agency:

- National Transit Database (NTD) reports for FY 2019 through FY 2021
- State Controller Transit Operations Financial Transactions reports for FY 2019 through FY 2021
- Transit Performance Measurements (TPM) reports for FY 2019 through FY 2021
- Prior TDA Triennial Performance Review
- FY 2021 Federal Transit Administration Triennial Review
- 2020 Strategic Plan for Integrated Transportation in the Antelope Valley:
 - Marketing documents and products
 - Service Route Maps and Schedules
 - AVTA Line Level Performance Statistics
 - Planned service and capital improvement plan
- AVTA Single Audit Reports – FY 2019 through FY 2020
- California Highway Patrol Inspection Reports for FY 2019 through FY 2021

In conjunction with the functional area interviews, Antelope Valley Transit Authority provided the following documents to support its data collection and reporting consistency practices:

- Completed *Functional Area Review Questionnaire*



- Finance Department Count Room Operations Procedures and Internal Control Narratives

INTERVIEWS WITH KEY MANAGEMENT

The following management team members were interviewed as part of the Triennial Performance Review:

- Macy Neshati, Executive Director / Chief Executive Officer
- Judy Vaccaro-Fry, Chief Financial Officer
- Vianney McLaughlin, Senior Finance Manager



3. Background, Challenges and Accomplishments

Antelope Valley Transit Authority (AVTA) is a public entity organized in 1992 pursuant to a joint powers agreement whose members consist of the Cities of Lancaster and Palmdale and the County of Los Angeles. It is governed by a six-member Board of Directors comprised of two Directors appointed by each member jurisdiction. AVTA serves a residential population of more than 400,000 within a 1,200 square mile service area.

SYSTEM PROFILE

AVTA operates 13 local fixed routes, four express commuter lines, and Dial-A-Ride demand response paratransit service, as described:

- *Fixed Route* – AVTA operates fixed route services beginning at 5:00 a.m. to 12:45 a.m. on weekdays and 6:00 a.m. to 11:45 p.m. on Saturdays and 6:30 a.m. to 9:20 p.m. on Sundays. AVTA also provides midday weekday service, the North County TRANSporter, which connects the Palmdale Transportation Center and Newhall Metrolink Commuter Rail Station to the McBean Regional Transit Center, with additional stops made upon request.
- *Commuter* – AVTA's commuter service provides residents of Lancaster and Palmdale with express service to West San Fernando Valley, Century City/West Los Angeles, and downtown Los Angeles. Service is offered seven (7) days a week. Commuter service operates weekdays from 3:45 a.m. to 7:40 p.m.
- *Demand Response* – Dial-A-Ride is a curb-to-curb van service for seniors over the age of 65 and disabled individuals, and to the general public in rural areas of Antelope Valley. Weekday operations are from 6:00 a.m. to 7:30 p.m. and on weekends from 8:00 a.m. to 6:00 p.m.

FARES

Antelope Valley Transit Authority offers the following fare options:



TAP Cards – AVTA offers discounted fares and free transfers for TAP cardholders. Fare media may be purchased or auto-loaded online or at vending locations throughout the region.

EZ Pass – AVTA sells and accepts this monthly regional transit pass that allows patrons unlimited travel on participating municipal transit agencies and L.A. Metro. AVTA is reimbursed at its average fare per passenger rate for each boarding using this fare media.

Low Income Fare is Easy (LIFE) - AVTA has joined Metro’s Rider Relief Transportation Program. The Rider Relief Transportation Program (RRTP) provides fare subsidy coupons or tokens for individuals that meet the requirements of the program. The coupons may be redeemed for daily, weekly and monthly Metro passes, and EZ transit passes (a regional monthly pass).

AVTA also offers free fares to active military and veterans during regular operating hours.

The following Exhibit 1 is a summary of Antelope Valley’s fare options:

Exhibit 1: Summary of Transit Fares					
Fare Type	Cash	4-Hour Pass	Day Pass	31-Day Pass	EZ Transit Pass
LOCAL					
Adult	\$1.50	\$2.00	\$5.00	\$50.00	N/A
Senior/Disabled/ Medicare	\$0.75	\$1.00	\$2.50	\$25.00	N/A
Fare Type	Cash	10-Ride Pass	Day Pass	Monthly Pass	EZ Transit Pass
COMMUTER					
Adult	\$10.75	\$80.00	N/A	\$99.00	\$352.00
Senior/Disabled/ Medicare	\$5.25	\$40.00	N/A	\$49.50	\$175.00
DIAL-A-RIDE					
Senior/Disabled/ Medicare	\$3.00	N/A	N/A	N/A	N/A
Rural Zone 1	\$3.50	N/A	N/A	N/A	N/A
Rural Zone 2	\$6.00	N/A	N/A	N/A	N/A



KEY CHALLENGES DURING THE REVIEW PERIOD

Challenges in addressing the coronavirus pandemic were the top priority for all transit operators during the triennial review period, beginning in February 2020, as the first cases of the COVID-19 virus were being documented in the United States. Initially, transit agencies began providing personal protective equipment for employees, upgrading standard operating procedures for sanitizing vehicles and equipment and implementing in-service social distancing protocols. It would be a year later, January 29, 2021, before the Centers for Disease Control and Prevention (CDC) would issue an Order requiring the public to wear face masks while traveling on public transportation and in transportation hubs.

Following the issuance of the CDC guidance, Los Angeles County transit general managers convened a working group, representing seven transit agencies to review federal mask mandate requirements and develop common approaches for implementation throughout the region. The working group objectives were to:

- Review federal mask mandate regulations,
- Evaluate best practices in mandate implementation, and
- Recommend a compliance framework that outlined specific methods for transit operations to comply with federal mandates and provide the safest possible transit operating environment

The compliance framework identified four primary components:

Customer Information and Messaging – The three recommended methods for providing customers with notice of the mask mandate included:

1. Printed materials on buses - including bus head signs, door decals, flyers and car cards;
2. Voice communications – using dispatch announcements, automated messages and bus operator statements; and,



3. Social media – using the agency’s website, email mailings and other online media platforms.

Customer Access to Masks – Following a survey of best practices among transit operators across the state, the working group concluded that over 90% of transit agencies surveyed had procedures in place to issue face coverings to customers, if needed. It identified optional dispensing methods and summarized a list of mask and dispenser vendors that could be sourced to obtain these supplies in the Los Angeles region.

Enforcement Strategies – The working group recommended the use of color-coded priority protocol when dealing with customers who are non-compliant with the mask mandate in an effort to minimize customer confrontations and service disruptions. The system required an operator to communicate with dispatch operations at all levels of noncompliance. Dispatch is responsible for monitoring each case identified and calling for operational or law enforcement support, as the situation requires.

Enforcement Exceptions – The working group reviewed federal mask mandate exemptions and recommended procedures applicable to transit operations, as they pertain to both passengers and employees.

The working group recommended that training be provided to bus operators and supervisors on the procedures outlined in the report and that agency management continue to monitor feedback from customers and its workforce, as well as further CDC guidance.

The following is a summary of other of the key challenges addressed by Antelope Valley Transit Authority during the review period:

- AVTA began transition to an all-electric fleet, including modifying its infrastructure and training employees to adapt to this state of the art technology.
- AVTA has been challenged by labor shortages, specifically within the motor coach operator workforce.



KEY ACCOMPLISHMENTS DURING THE REVIEW PERIOD

The following is a summary of some of the key accomplishments achieved by AVTA during the review period:

- AVTA converted its local transit fleet to electric buses.
- The system expanded its total fleet by 17 buses.
- AVTA launched an on-demand micro-transit ride service.
- The agency opened two new transit centers, one in Lancaster and one in Palmdale.
- AVTA implemented several technology upgrades including modernizing its computer network and server room, setting up IT capabilities for staff telecommuting and completing Phase 1 of its video surveillance upgrade.
- AVTA also completed its FTA triennial and MTA maintenance audits with no findings.



4. Compliance Review

AREAS OF REQUIRED COMPLIANCE

The objective of this section is to detail compliance with the State’s requirements for transit operations and regional planning, the recommendations set forth in the prior triennial performance review and maintaining a consistent reporting of performance statistics to local, state and federal agencies.

COMPLIANCE WITH THE STATE PUC REQUIREMENT

Transit systems must comply with TDA requirements that are specified in PUC Regulations and the California Code of Regulations as noted in Exhibit 2. The compliance matrix provides the degree to which funds allocated to the claimant pursuant to TDA requirements were expended in conformance with applicable laws and rules and regulations.

Antelope Valley Transit Authority was found to be compliant with all applicable PUC requirements. It is noted that the recent change in the definition of “local subsidy” is not reflected in AVTA’s calculation of *Farebox plus Local Subsidies* on its audited Transit Performance Measurements (TPM) report. This omission reflects the need for clarification and revision of the TPM reporting format, as it pertains to most, if not all of the operators in the region.

Exhibit 2: Antelope Valley Transit Authority’s Compliance with PUC Requirements		
Code Reference	Operator Compliance Requirements	Compliance Finding
PUC Section 99243	Submit annual reports to the State Controller, based on the Uniform System of Accounts and Records established by the State Controller, within seven months after the end of the fiscal year.	In Compliance
PUC Section 99245	Submit annual fiscal and compliance reviews to RTPE and State Controller within 180 days of the end of the fiscal year or receive 90-day extension.	In Compliance



Exhibit 2: Antelope Valley Transit Authority's Compliance with PUC Requirements		
Code Reference	Operator Compliance Requirements	Compliance Finding
PUC Section 99251	CHP has certified operator's compliance with Vehicle Code 1808.1 within 13 months prior to TDA claim submittal.	In Compliance
PUC Section 99261	Claims for TDA funds are submitted in compliance with RTPe's rules and regulations.	In Compliance
PUC Section 99264	Public transportation vehicles designed to be operated by one person are not routinely staffed with two or more persons.	In Compliance
PUC Section 99266	Operating budget has not increased by more than 15% over preceding year unless reasonable justification has been provided.	In Compliance
PUC Section 99267	The operator's definitions of performance measures are consistent with the PUC.	In Compliance
PUC Section 99268.2 99268.3	Operator has maintained a ratio of fare revenues to operating costs at least equal to or exceeding 20% for the general public service in urban areas.	In Compliance
PUC Section 99271	The current cost of the operator's retirement system is fully funded with respect to the officers and employees of its public transportation system, or the operator is implementing an RTPe-approved plan to fully fund the retirement system within 40 years.	In Compliance
CA Code of Regs	Available federal funds are used prior to claiming STA funds.	In Compliance

CONSISTENCY OF DATA REPORTING

Operators are expected to consistently report performance statistics to local, state and federal agencies. Exhibit 3 provides a summary of key statistics provided to the following



agencies:

- **LA Metro** - LA Metro annually requires the submission of a Transit Performance Measurement (TPM) form detailing key operating statistics.
- **State Controller's Office** - The state controller's office requires that all agencies submit an annual summary of financial statistics.
- **National Transit Database (NTD)** - The Federal Transit Administration (FTA) requires that transit agencies which receive FTA grants annually submit financial and operating data in uniform categories.



Exhibit 3: System-Wide Performance Measures				
Source	Base Year	Review Period		
	FY18	FY19	FY20	FY21
Operating Costs				
FTA National Transit Database	\$ 21,039,746	\$ 24,172,472	\$ 27,413,596	\$ 30,814,524
State Controller's Report	\$ 24,578,186	\$ 25,357,003	\$ 28,702,797	\$ 33,335,086
MTA TPM Program	\$ 21,386,987	\$ 24,534,217	\$ 25,974,779	\$ 32,523,107
Farebox Revenues				
FTA National Transit Database	\$ 4,981,587	\$ 4,826,576	\$ 3,607,794	\$ 1,462,011
State Controller's Report	\$ 4,981,587	\$ 4,826,578	\$ 3,607,796	\$ 1,425,502
MTA TPM Program	\$ 4,981,587	\$ 4,826,576	\$ 3,607,794	\$ 1,394,384
Local Subsidies and Auxiliary Revenues				
FTA National Transit Database	\$ 316,366	\$ 13,648,954	\$ 12,692,373	\$ 12,669,981
State Controller's Report	Not Reported	\$ 15,500,294	\$ 18,175,311	\$ 14,090,054
MTA TPM Program	Not Reported	\$ 846,080	Not Reported	\$ 154,236
Unlinked Passengers				
FTA National Transit Database	2,489,027	2,352,468	1,947,206	957,180
State Controller's Report	2,488,892	2,352,468	1,947,206	957,180
MTA TPM Program	2,489,027	2,352,468	1,947,026	957,180
Vehicle Service Hours				
FTA National Transit Database	199,430	208,043	201,101	185,453
State Controller's Report	199,410	208,041	200,559	185,453
MTA TPM Program	199,430	208,008	201,101	188,068
Vehicle Service Miles				
FTA National Transit Database	3,610,673	3,714,703	3,470,149	3,007,340
State Controller's Report	3,602,849	3,263,587	3,456,011	5,878,685
MTA TPM Program	3,610,673	3,714,702	3,470,149	3,004,040
Employee Full-Time Equivalents				
FTA National Transit Database	Not Reported	Not Reported	Not Reported	Not Reported
State Controller's Report	232	139	139	199
MTA TPM Program	Not Reported	Not Reported	Not Reported	Not Reported
Total Vehicle Hours				
FTA National Transit Database	227,994	242,624	229,702	237,475
State Controller's Report	Not Reported	Not Reported	Not Reported	Not Reported
MTA TPM Program	227,994	242,624	229,702	241,619
Total Vehicle Miles				
FTA National Transit Database	4,151,592	4,501,463	4,048,571	3,947,526
State Controller's Report	Not Reported	Not Reported	Not Reported	Not Reported
MTA TPM Program	4,151,592	4,501,463	4,048,571	3,947,526
Peak Vehicles				
FTA National Transit Database	74	89	91	90
State Controller's Report	77	89	89	90
MTA TPM Program	61	88	91	72



Antelope Valley Transit Authority was highly consistent in reporting key financial and non-financial operating statistics to its various reporting agencies. Expected variances in how operating costs are required to be reported by state and federal reporting agencies:

Operating Expense

- Federal NTD report requires capital lease costs for items such as tires and facilities to be reported as operating expenses, where the State Controllers Report capitalizes these costs.
- NTD excludes Other Post-Employment Benefits (OPEB) expenses from operating costs, as it is a non-cash expense. Under GASB 75, however, the State Controller's Report is required to record the future liability based on present value of projected benefit payments.
- NTD also excluded depreciation expense from its operating costs presentation, while the State Controller's report includes depreciation. Depreciation expense is subtracted from the State Controller's report operating costs in Exhibit 3, to provide a more comparable evaluation of this measure.

Local Subsidies and Auxiliary Revenues

Variances are also inherent in the reporting of "Local Subsidies and Auxiliary Revenues". Since the inception of the regional Transit Performance Measurements (TPM) program, the category has been defined to include (non-farebox) system-generated revenues, such as advertising and other concession revenues, Air Quality Management District subvention funding and Local Return funds allocated to cities from county sales tax revenues and assigned to the transit system. With the enactment of SB 508, the definition of local subsidy has changed to include all countywide funds allocated to AVTA. This change has resulted in ambiguity in how this category is reported and requires further clarification.

Other variances were noted in Antelope Valley Transit's compliance reports related to:



- *Vehicle Service Miles (VSM)* – The State Controllers Report is inconsistent with VSM reported in NTD and TPM reports.
- *Employee Full-Time Equivalent (FTE)* – AVTA operates contracted service which is not required to report employee hours/FTEs in federal NTD reports. Contracted and public employee FTEs are reported on the State Controller’s report, however. AVTA does not report FTEs on its TPM report, which should be reported based on the State Controllers FTE information.
- *Peak Vehicles* – Inconsistencies exist in reporting peak vehicles on AVTA’s TPM report.

PRIOR REVIEW RECOMMENDATIONS

TDA audit guidelines require a follow-up as to whether recommendations from the prior period’s review have been implemented. There were no recommendations for improvement from the prior triennial performance review.



5. Operational Performance Trends

OVERVIEW

In this section we present the results of our analyses of performance statistics for the three-year review period for services operated by Antelope Valley Transit Authority. California PUC Section 99246 mandates that a triennial performance review analyze an operator's performance of five key performance indicators:

1. Operating cost per vehicle service hour
2. Operating cost per passenger
3. Passengers per vehicle service hour
4. Passengers per vehicle service mile
5. Vehicle service hours per employee

Data for the analysis of these indicators were compiled using data from the NTD and the State Controller's reports prepared by AVTA. The performance trends cover the period from FY 2019 through FY 2021, with FY 2018 used as a base year to provide a point of reference for the analyses.

While designed to assess efficiency and effectiveness trends system-wide over the review period, this analysis has been exacerbated by the impacts of the coronavirus pandemic (COVID), which resulted in significant ridership losses due to "safer at home" restrictions and temporary shutdowns of nonessential businesses, beginning in March 2020. COVID effected transit system performance for one-third of FY 2020 and the entirety of FY 2021. During this period, transit operators, including AVTA, were challenged to continue to provide a level of transit service sufficient to meet the needs of essential workers who were not subject to stay at home orders.

Additionally, and foremost, the agency was required to implement safety protocols that maximized safety for its employees and customers. These protocols included purchase of personal protective equipment (PPE) for all workers; implementation of remote



communications networks for employees who could perform their work assignments from home; sanitizing equipment, vehicles and supplies to ensure safe use; and development of logistics to maintain safe interactions between motor coach operators and customers during in-service operation.

For the purposes of assessing AVTA performance trends, this review will attempt to examine the TDA indicators by segmenting them into “pre-pandemic” and “post-pandemic” groupings.

PERFORMANCE INDICATOR TABLES – SYSTEM-WIDE

In FY 2019, AVTA’s key performance indicators show a decrease in productivity from the FY 2018 base year, which reflected an ongoing nationwide trend of declining transit ridership. AVTA’s ridership declined by -5.5%, despite a 4.3% increase in service hours and 2.9% increase in service miles. As the pandemic began, in FY 2020, AVTA’s ridership decreased by -17.2% and an additional -50.8% decrease in ridership was experienced in FY 2021. In FY 2020 and FY 2021, service levels, as measured in VSH decreased by -3.3% and -7.8%, respectively. Operating cost increased by 13.4% in FY 2020 and 12.4% in FY 2021.

Below is a summary of high-level trends within key operational indicators followed by Exhibit 4, which provides detailed reporting by fiscal year:

- **Operating Cost Per Vehicle Service Hour** – Operating costs per VSH increased in each year of the triennial period, primarily due to the cost increases related to the pandemic and downward adjustments to service levels, based on the reduction in service demand.
- **Operating Cost Per Passenger** – Ridership losses during the pandemic are reflected in the significant rise in Operating Cost per Passenger.
- **Passengers Per Vehicle Service Hour** – This indicator decreased progressively with the continued pressures of the pandemic on service demand.



- **Passengers Per Vehicle Service Mile** – This indicator parallels others that reflect significant ridership declines during the pandemic.
- **Vehicle Service Hours Per Employee** – In FY 2019 and FY 2020, VSH per FTE was relatively stable. In FY 2021 the decrease in productivity reflected by this measure represents the 43% increase in FY 2021 reported FTEs.

Exhibit 4: AVTA System-Wide Performance							
Performance Measure	Pre - pandemic			Post - pandemic			
	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Operating Costs	\$ 21,039,746	\$ 24,172,472	14.89%	\$ 27,413,596	13.41%	\$ 30,814,524	12.41%
Fare Revenue	\$ 4,981,587	\$ 4,826,576	-3.11%	\$ 3,607,794	-25.25%	\$ 1,462,011	-59.48%
Auxiliary + Local Revenues*	\$ 316,366	\$ 13,648,954	4214.29%	\$ 12,692,373	-7.01%	\$ 12,669,981	-0.18%
Vehicle Service Hours	199,430	208,043	4.32%	201,101	-3.34%	185,453	-7.78%
Vehicle Service Miles	3,610,673	3,714,703	2.88%	3,470,149	-6.58%	3,007,340	-13.34%
Unlinked Passengers	2,489,027	2,352,468	-5.49%	1,947,206	-17.23%	957,180	-50.84%
Full Time Equivalents**	232	139	-40.09%	139	0.00%	199	43.17%
Efficiency Measures							
Cost per VSH	\$ 105.50	\$ 116.19	10.13%	\$ 136.32	17.32%	\$ 166.16	21.89%
Cost per Passenger	\$ 8.45	\$ 10.28	21.56%	\$ 14.08	37.01%	\$ 32.19	128.67%
Farebox (Pure) Recovery Ratio	23.68%	19.97%	-15.67%	13.16%	-34.09%	4.74%	-63.95%
Farebox (+ Local/Aux) Ratio	25.18%	76.43%	203.53%	59.46%	-22.21%	45.86%	-22.87%
Fare per Passenger	\$ 2.00	\$ 2.05	2.51%	\$ 1.85	-9.69%	\$ 1.53	-17.56%
Passengers per VSH	12.48	11.31	-9.40%	9.68	-14.37%	5.16	-46.70%
Passengers per VSM	0.69	0.63	-8.13%	0.56	-11.39%	0.32	-43.28%
VSH per FTE*	859.61	1,496.71	74.11%	1,446.77	-3.34%	931.92	-35.59%
CPI -- All Index	2.25%	2.25%		2.28%		2.30%	

*Auxiliary and Local Revenue data taken from NTD reports

**FTE data taken from SCO reports

PERFORMANCE INDICATOR TABLES – FIXED ROUTE

AVTA fixed routes represents approximately 75% of the total service operated and carries more than 85% of the passengers carried. Below is a summary of high-level trends within key operational indicators followed by Exhibit 5, which provides detailed reporting by fiscal year:

- **Operating Cost Per Vehicle Service Hour** – Fixed route operating costs per VSH increased at a constant rate of 18.3% in FY 2019 and FY 2020. In FY 2021, the measure increased by 21.6% over the prior year.



- **Operating Cost Per Passenger** – This indicator increased by 31.6% in FY 2019, 41.7% in FY 2020 and 111.4% in FY 2021. These significant changes are directly related to the pandemic–induced decline in passengers.
- **Passengers Per Vehicle Service Hour** – In FY 2019, AVTA experienced a -10.2% decrease in passengers per VSH, followed by further decline at -16.5% and -42.5% in FY 2020 and FY 2021, respectively.
- **Vehicle Service Hours Per Employee** – VSH per FTE improved in FY 2019 and FY 2020 by 0.2% and 1.2%, respectively. Productivity, as reflected in this performance measure decreased in FY 2021 by -38.4%.

Exhibit 5: AVTA Fixed Route Performance							
Performance Measure	Pre - pandemic			Post - pandemic			
	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Operating Costs	\$ 15,343,875	\$ 18,771,318	22.34%	\$ 22,495,025	19.84%	\$ 23,387,026	3.97%
Fare Revenue	\$ 2,650,140	\$ 2,635,490	-0.55%	\$ 2,006,912	-23.85%	\$ 904,037	-54.95%
Vehicle Service Hours	149,557	154,704	3.44%	156,628	1.24%	133,889	-14.52%
Vehicle Service Miles	2,247,937	2,269,571	0.96%	2,318,380	2.15%	1,968,466	-15.09%
Unlinked Passengers	2,166,653	2,013,685	-7.06%	1,702,884	-15.43%	837,299	-50.83%
Full Time Equivalents*	125	129	3.20%	129	0.00%	179	38.76%
Efficiency Measures							
Cost per VSH	\$ 102.60	\$ 121.34	18.27%	\$ 143.62	18.37%	\$ 174.67	21.62%
Cost per VSM	\$ 6.83	\$ 8.27	21.17%	\$ 9.70	\$ 0.17	\$ 11.88	22.45%
Cost per Passenger	\$ 7.08	\$ 9.32	31.63%	\$ 13.21	41.71%	\$ 27.93	111.44%
Passengers per VSH	14.49	13.02	-10.15%	10.87	-16.47%	6.25	-42.48%
VSH per FTE*	1,196	1,199	0.23%	1,214	1.24%	748	-38.40%
CPI -- All Index	2.25%	2.25%		2.28%		2.30%	

*FTE data taken from SCO reports

PERFORMANCE INDICATOR TABLES – DEMAND RESPONSE

While demand response service carried approximately 2.2% of the passengers carried in FY 2019 and FY 2020, this mode increased its percentage share of passenger boarding in FY 2021 to almost 4.5%. This increase in demand is supported by the 39.7% increase in service hours operated in FY 2021 over the previous year. Despite this modal shift, AVTA’s demand response service, which had experienced a significant increase in ridership and overall service productivity, was adversely impacted by the pandemic in FY 2020 and FY 2021.



Below is a summary of high-level trends within key operational indicators followed by Exhibit 6, which provides detailed reporting by fiscal year:

- **Operating Cost Per Vehicle Service Hour** – Operating cost per VSH decreased by -27.4% in FY 2019, but increased by 33.5% and 39.7% in FY 2020 and FY 2021, respectively.
- **Operating Cost Per Passenger** – Operating costs per passenger also decreased in FY 2019, by – 27.9%, only to see increases of 30.2% and 102.1% in the following two years.
- **Passengers Per Vehicle Service Hour** – Passengers per VSH experienced positive growth in FY 2019 and FY 2020, at 0.6% and 2.3%, until the loss of passenger demand resulted in a -30.9% decrease in this indicator in FY 2021.
- **Vehicle Service Hours Per Employee** – VSH per FTE decreased in each year of the review period, by -24.7, -14.3%, and -30.2%, successively.

Exhibit 6: AVTA Demand Response Service Performance							
Pre - pandemic				Post - pandemic			
Performance Measure	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Operating Costs	\$ 1,612,065	\$ 1,258,678	-21.92%	\$ 1,438,817	14.31%	\$ 2,807,434	95.12%
Fare Revenue	\$ 115,050	\$ 120,312	4.57%	\$ 106,997	-11.07%	\$ 52,889	-50.57%
Vehicle Service Hours	20,878	22,455	7.55%	19,235	-14.34%	26,864	39.66%
Vehicle Service Miles	432,298	469,616	8.63%	365,543	-22.16%	319,405	-12.62%
Unlinked Passengers	46,745	50,600	8.25%	44,426	-12.20%	42,899	-3.44%
Full Time Equivalents*	7	10	42.86%	10	0.00%	20	100.00%
Efficiency Measures							
Cost per VSH	\$ 77.21	\$ 56.05	-27.40%	\$ 74.80	33.45%	\$ 104.51	39.71%
Cost per Passenger	\$ 34.49	\$ 24.88	-27.87%	\$ 32.39	30.20%	\$ 65.44	102.07%
Passengers per VSH	2.24	2.25	0.64%	2.31	2.50%	1.60	-30.86%
VSH per FTE*	2,982.57	2,245.50	-24.71%	1,923.50	-14.34%	1,343.20	-30.17%
CPI -- All Index	2.25%	2.25%		2.28%		2.30%	

*FTE data taken from SCO reports

PERFORMANCE INDICATOR TABLES – COMMUTER EXPRESS

AVTA’s commuter express service carries approximately 10% of the systems passengers and operates 12% of the service delivered. Below is a summary of high-level trends



within key operational indicators followed by Exhibit 7, which provides detailed reporting by fiscal year:

- **Operating Cost Per Vehicle Service Hour** – Prior to the pandemic, operating costs per VSH of this mode decreased by -4.8%. In FY 2020 and FY 2021 the indicator increased by 2.8% and 35.7%, respectively.
- **Operating Cost Per Passenger** – Operating cost per passenger decreased in FY 2019 by -3.0%. It increased by 21.1% in FY 2020 and 244.8% in FY 2021.
- **Passengers Per Vehicle Service Hour** – Passengers per VSH in FY 2019, FY 2020 and FY 2021 decreased by -1.8%, -15.1%, and -60.7%, successively.
- **Vehicle Service Hours Per Employee** – VSH per FTE were not reportable, as AVTA did not report FTEs on its TPM report.

Exhibit 7: AVTA Commuter Bus Performance							
Performance Measure	Pre - pandemic			Post - pandemic			
	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Operating Costs	\$ 4,083,806	\$ 4,142,476	1.44%	\$ 3,479,754	-16.00%	\$ 4,620,064	32.77%
Fare Revenue	\$ 2,216,397	\$ 2,037,036	-8.09%	\$ 1,475,318	-27.58%	\$ 505,085	-65.76%
Vehicle Service Hours	28,995	30,884	6.51%	25,238	-18.28%	24,700	-2.13%
Vehicle Service Miles	930,438	975,516	4.84%	786,226	-19.40%	719,469	-8.49%
Unlinked Passengers	275,629	288,183	4.55%	199,896	-30.64%	76,982	-61.49%
Full Time Equivalents*							
Efficiency Measures							
Cost per VSH	\$ 140.85	\$ 134.13	-4.77%	\$ 137.88	2.79%	\$ 187.05	35.66%
Cost per VSM	\$ 4.39	\$ 4.25	-3.25%	\$ 4.43	4.23%	\$ 6.42	45.09%
Cost per Passenger	\$ 14.82	\$ 14.37	-2.98%	\$ 17.41	21.10%	\$ 60.01	244.76%
Passengers per VSH	9.51	9.33	-1.84%	7.92	-15.12%	3.12	-60.65%
Passengers per VSM	0.30	0.30	-0.28%	0.25	-13.94%	0.11	-57.92%
VSH per FTE*							
CPI -- All Index	2.25%	2.25%		2.28%		2.30%	

*FTE data not available



6. Functional Review

During this period, data collection and reporting practices related to TDA mandated performance indicators and requirements were a primary focus of the functional area review. Specifically, the process examined internal controls for the following activities:

- Revenue collection and cash management
- Non-financial data collection, verification and reporting
- Employee hours data collection, verification and reporting

Agency policies and procedures related to these practices were examined within Antelope Valley Transit Authority's Maintenance, Administration and Operations divisions which are shown on the departmental organization chart in Exhibit 8. AVTA provided the following policies and/or procedures related to data collection and reporting practices:

- Finance Department Count Room Operations Procedures and Internal Control Narratives

The information provided indicates that AVTA provides policies and procedures for all of its farebox, cash and non-cash media activities. These internal controls provide reasonable assurance that farebox and non-cash fare media are collected, secured and counted in a manner to ensure accurate aggregation of passenger fare revenues.

AVTA utilizes the TransTrack business intelligence system to summarize and reconcile farebox transactions, passenger counts and vehicle miles and hours of service. This software aggregates passenger counts from the agency's AVAIL Technologies automated passenger counters. Employee hours are maintained by AVTA's Human Resources division, which is supported by its payroll enterprise system to generate total employee hours used to calculate full-time employee equivalents (FTEs).

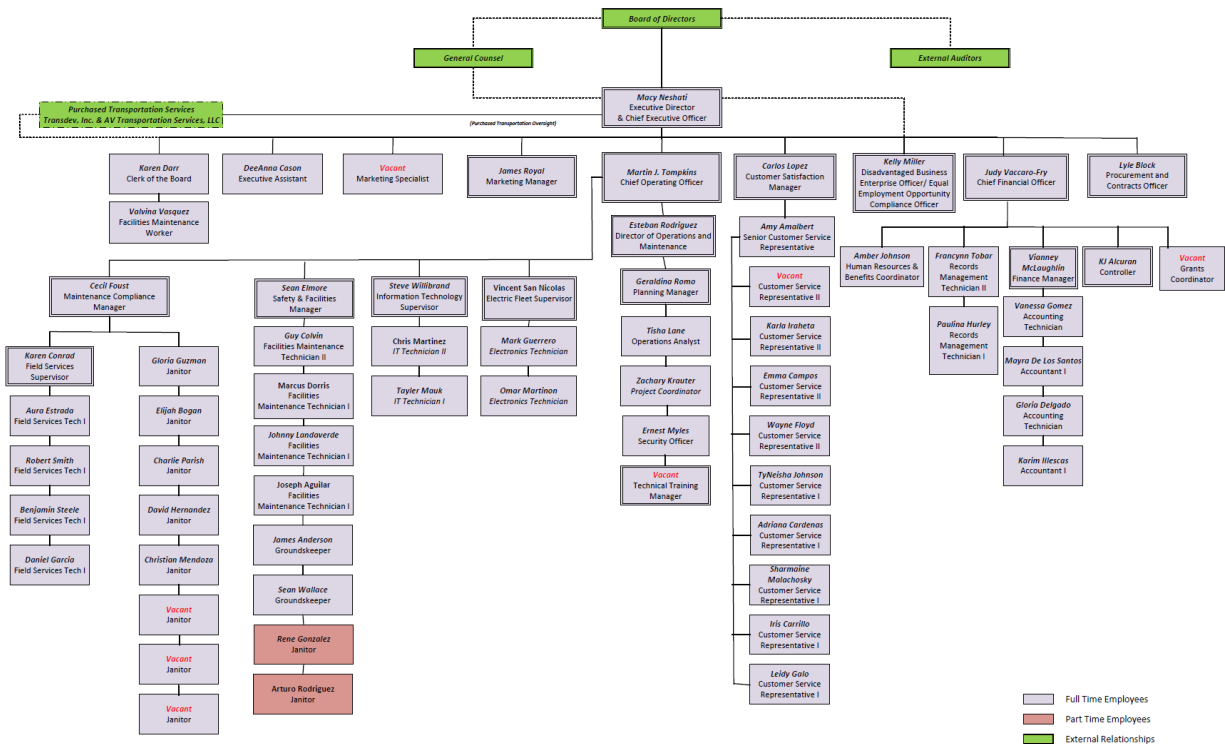
Non financial data used for compliance reporting is collected and verified by AVTA's planning staff who complete the National Transit Database, State Controllers and Transit Performance Measurements reports. The high level of data consistency in AVTA's compliance reporting is reflective of the thoroughness of its policies and procedures and

the effectiveness of its internal controls.

Exhibit 8

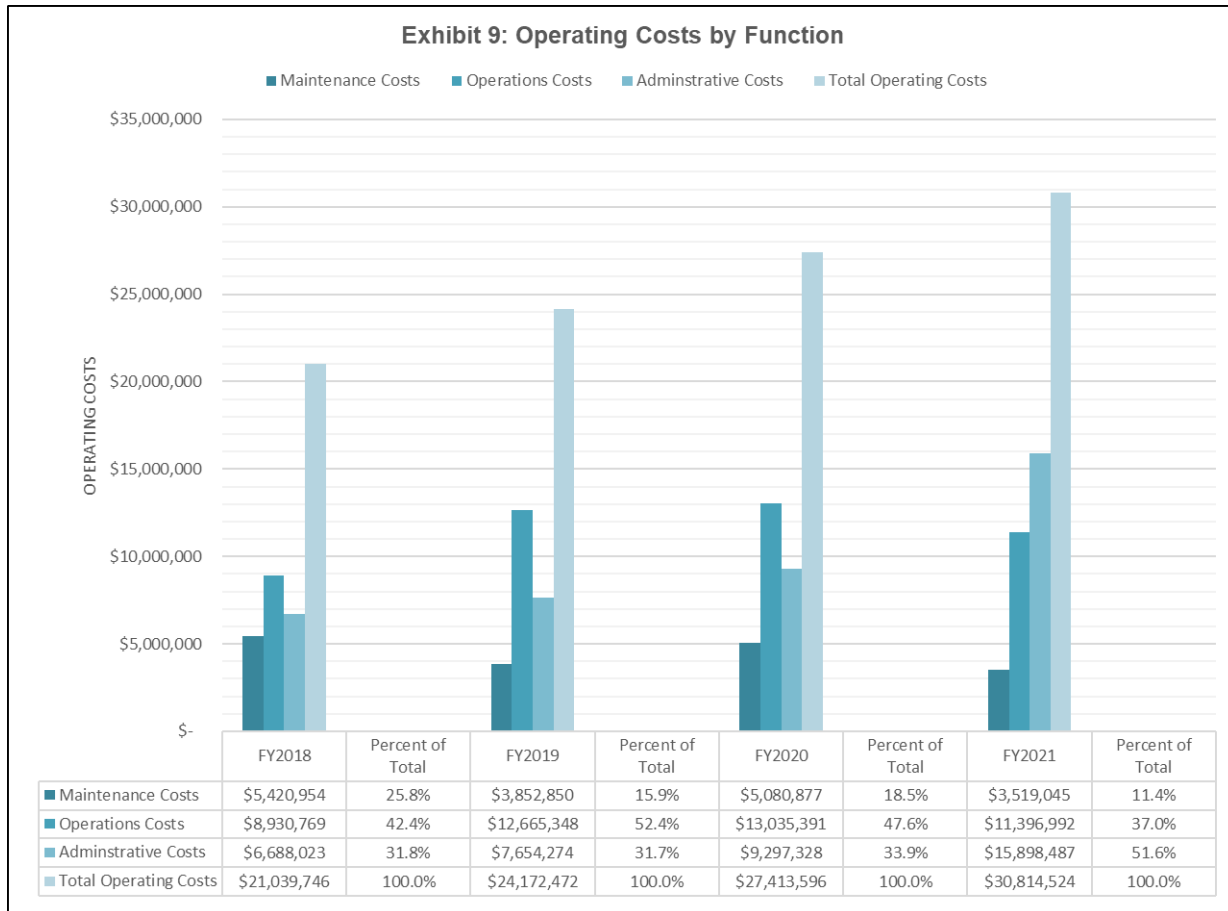
AVTA Organizational Chart

Attachment 1: Organizational Chart



In addition to the examination of data collection and reporting practices, a review of operating costs by division provided insights on performance trends within each functional area.

Exhibit 9 is a representation of Antelope Valley Transit Authority’s operating costs aggregated to each of its core functions. It shows operations and maintenance cost reductions as service levels were scaled back due to the loss in demand, and accommodations to support pandemic-related health and safety measures were reflected in the increase in administrative costs.



OPERATIONS

As referenced in Section 5, operational performance over the review period continued to be challenged with declining ridership in FY 2019, prior to the pandemic, which was exacerbated in FY 2020 and FY 2021, as the pandemic progressed.

During the review period, operations addressed the following key issues:

- Conversion of its local service operation to an all–electric fleet
- Implementation of an on-demand micro-transit ride service

See Exhibit 10 for specific performance metrics associated with system-wide operations.



Exhibit 10 : Operations Performance							
Performance Measure	Pre - pandemic			Post - pandemic			
	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Operations Costs	8,930,769	12,665,348	41.82%	13,035,391	2.92%	11,396,992	-12.57%
Vehicle Service Hours	199,430	208,043	4.32%	201,101	-3.34%	185,453	-7.78%
Unlinked Passengers	2,489,027	2,352,468	-5.49%	1,947,206	-17.23%	957,180	-50.84%
Revenue	\$ 4,981,587	\$ 4,557,258	-8.52%	\$ 3,441,909	-24.47%	\$ 1,394,384	-59.49%
Efficiency Measures							
Cost per VSH	\$ 44.78	\$ 60.88	35.95%	\$ 64.82	6.47%	\$ 61.45	-5.19%
Passengers per Hour	12.48	11.31	-9.40%	9.68	-14.37%	5.16	-46.70%
Fare per Passenger	\$ 2.00	\$ 1.94	-3.21%	\$ 1.77	-8.76%	\$ 1.46	-17.59%
CPI -- All Index	2.25%	2.25%	0.00%	2.28%	1.33%	2.30%	0.88%

MAINTENANCE

The Antelope Valley Transit Authority maintenance function addressed the following issues during the review period:

- Expanded fleet by 17 vehicles
- Implementation of all- electric bus fleet and charging infrastructure
- Implementation of enhanced sanitization services throughout facilities, buses and transit centers

Exhibit 11 provides a detailed reporting of maintenance performance indicators by fiscal year during the review period:

Exhibit 11: Maintenance Performance							
Performance Measure	Pre - pandemic			Post - pandemic			
	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Maintenance Costs	\$ 5,420,954	\$ 3,852,850	-28.93%	\$ 5,080,877	31.87%	\$ 3,519,045	-30.74%
Vehicle Service Miles	3,610,673	3,714,703	2.88%	3,470,149	-6.58%	3,007,340	-13.34%
Peak Vehicles	74	89	20.27%	91	2.25%	90	-1.10%
Road Calls	337	503	49.26%	687	36.58%	509	-25.91%
Active Vehicles	92	100	8.70%	103	3.00%	114	10.68%
Efficiency Measures							
Maintenance Cost per VSM	\$ 1.50	\$ 1.04	-30.92%	\$ 1.46	41.17%	\$ 1.17	-20.08%
Total Miles Between Road	12,319	8,949	-27.36%	5,893	-34.15%	7,755	31.60%
Spare Ratio	24.32%	12.36%	-49.19%	13.19%	6.69%	14.44%	9.54%
CPI -- All Index	2.25%	2.25%	0.00%	2.28%	1.33%	2.30%	0.88%

ADMINISTRATION

The Antelope Valley Transit Authority administrative function addressed the following



issues during the review period:

- Opened two new transit centers in Lancaster and Palmdale
- Implemented electronic payments for vendors
- Completed and implemented FTA’s Public Transportation Safety Plan
- Began CEQA/NEPA work on solar farm land acquisition
- Installed information technology solutions to enable remote work access

Exhibit 12 below presents key performance indicators for administrative performance:

Exhibit 12: Administrative Performance							
Performance Measure	Pre - pandemic			Post - pandemic			
	Base Year FY18	FY19	Percent Change FY18 - 19	FY20	Percent Change FY19 - 20	FY21	Percent Change FY20 - 21
Key Base Measures							
Administrative Costs	\$ 6,688,023	\$ 7,654,274	14.45%	\$ 9,297,328	21.47%	\$ 15,898,487	71.00%
Vehicle Service Hours	199,430	208,043	4.32%	201,101	-3.34%	185,453	-7.78%
Vehicle Service Miles	3,610,673	3,714,703	2.88%	3,470,149	-6.58%	3,007,340	-13.34%
Peak Vehicles	74	89	20.27%	91	2.25%	90	-1.10%
Efficiency Measures							
Admin. Cost per VSH	\$ 33.54	\$ 36.79	9.71%	\$ 46.23	25.66%	\$ 85.73	85.43%
Admin. Cost per VSM	\$ 1.85	\$ 2.06	11.24%	\$ 2.68	30.03%	\$ 5.29	97.32%
Admin. Cost per Peak Vehicle	\$ 90,379	\$ 86,003	-4.84%	\$ 102,168	18.80%	\$ 176,650	72.90%
CPI -- All Index	2.25%	2.25%		2.28%		2.30%	



7. Conclusions and Recommendations

AVTA met all compliance requirements with respect to PUC 99246. The agency was highly consistent in its reporting key financial and operating statistics among the various reporting agencies. Its management team provided timely submittals of various annual reports required by regional, state and federal regulating agencies.

AVTA's data collection practices are supported by written policies and procedures for revenue collections, fare media sales, farebox probing and vaulting, and revenue conveyance. It also uses an established automated system to collect non-financial operating data.

AVTA provided an immediate response to the pandemic threat and instituted protocols for employee safety. It also continued to make progress on its capital program, including the transitioning to an all-electric bus fleet and modernization of its information systems and video surveillance technologies.

Recommendations

1. AVTA, as a member of the Bus Operations Subcommittee, should pursue clarification from L.A. Metro on the definition of "local subsidy," as it relates to TPM reporting and subsequent calculations of farebox recovery ratios. These discussions should include discussions on required Maintenance of Effort funding to ensure that system-generated local contribution requirements are met.
2. AVTA should report employee FTEs on its TPM report to enable monitoring this performance measurement by each mode it operates.



DATE: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Ratify Sole Respondent Contract #2022-56 to Antelope Valley Chevrolet for Four Battery Electric Support Vehicles

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to ratify Sole Respondent Contract #2022-56 with Antelope Valley Chevrolet, Lancaster, CA, to purchase four battery-electric support vehicles for an amount not to exceed \$145,999.28, including applicable sales tax.

FISCAL IMPACT

Sufficient grant funds are included in the Fiscal Year 2022 Budget and future budgets to pay for this purchase.

BACKGROUND

In January 2016, the Board of Directors adopted a goal to procure and operate a 100% battery-electric fleet. Since then, staff has been committed to pursuing all funding opportunities to acquire battery-electric buses. The next step of this process is to add battery-electric support vehicles for fixed-route transit operations. To this end, staff developed and circulated an Invitation to Bid.

AVTA released an Invitation to Bid (IFB) on May 24, 2022. The solicitation documents were posted to AVTA's website, and advertisements were placed in the *Antelope Valley Press* and *Our Weekly Lancaster* newsletter. Before the issuance of the IFB, Board and jurisdictional representatives were notified and asked to submit any recommendations for potential vendors. The local Chambers of Commerce were also notified via their respective newsletters and email lists, and 52 firms were notified via email with IFB downloading instructions. Staff also personally contacted local dealerships as directed by the Board. Eleven local dealerships were hand delivered the IFB documents.

On May 31, 2022, staff held an optional pre-proposal conference call/meeting with no firms attending. One addendum was issued on June 1, 2022. Staff received one bid response by the closing date of June 9, 2022, from the only dealership that can deliver four battery-electric support vehicles. Most local dealerships were unable to submit bids since the vehicle manufacturers did not provide them with an inventory of vehicles that meet the required specifications. The table below lists the sole respondent for this procurement.

Submitted bids were received from the following firm:

Firm	Location	Price
Antelope Valley Chevrolet	Lancaster, CA	\$145,999.28
Diamond Ford	Lancaster, CA	No bid
Hunter Dodge Chrysler Jeep Ram	Lancaster, CA	No bid
Lancaster Honda	Lancaster, CA	No bid
Lancaster Toyota	Lancaster, CA	No bid
Antelope Valley Nissan	Palmdale, CA	No bid
Antelope Valley Volkswagen	Palmdale, CA	No bid
Diamond Hyundai Palmdale	Palmdale, CA	No bid
Diamond Buick GMC	Palmdale, CA	No bid
Robertson's Palmdale Honda	Palmdale, CA	No bid
Rally Kia	Palmdale, CA	No bid

Under AVTA's procurement policy requirements, an IFB must be awarded to the lowest responsive and responsible bidder. Based on procurement policy requirements, the bid received was reviewed for requisite document submittal. Staff found the sole respondent's bid, complete with pricing, to be fair and reasonable. Therefore, staff is recommending that the Board approve a contract with Antelope Valley Chevrolet.

Prepared by:

Submitted by:

Lyle A. Block, CPPB
Procurement and Contracts Officer

Martin J. Tompkins
Executive Director/CEO



DATE: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Lease Agreement for Three (3) 40-Foot BYD Buses

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to execute a lease agreement with BYD for a quantity of three 2017 40-foot buses for a period of three years.

FISCAL IMPACT

Sufficient funds have been included in the FY 2022/2023 Budget to pay for this project.

BACKGROUND

The FTA requires a 20% bus spare ratio including the service Operations and Maintenance contract. We currently do not meet this requirement. AVTA returned three 2014 leased buses back to BYD as the lease agreement has expired and this has reduced our spare ration to less than 20%. AVTA has ordered additional new buses with a lead-time and delivery of 12 to 24 months. The monthly lease rate for the three 2017 40-foot buses is \$6,500.00 per bus.

Prepared by:

Submitted by:

Lyle Block
Procurement and Contracts Officer

Martin J. Tompkins
Executive Director/CEO



DATE: June 28, 2022

TO: BOARD OF DIRECTORS

SUBJECT: Sole Source Contract #2022-53 to GFI Genfare and #2022-54 to CUBIC Transportation Systems, Inc. for Farebox Equipment and Parts

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to execute two contracts: 1) #2022-53 with GFI Genfare (Attachment A), for an amount of \$24,304.80, plus applicable taxes and freight; and 2) #2022-54 with CUBIC Transportation Systems, Inc. (Attachment B), for an amount of \$358,732.50, plus applicable taxes and freight. These combined contracts will provide necessary equipment and parts to produce 25 operational fareboxes, which will be placed into new buses.

FISCAL IMPACT

Sufficient funds for the cost of the equipment and components are included in the FY 2022/2023 Budget.

BACKGROUND

On August 28, 2018, the Board of Directors awarded Contract #2019-28, which upgraded all operational fareboxes currently in use by the AVTA fleet. The upgraded system addressed hardware obsolescence, enhance system security, enabled near real-time communication, and supported the full functionality of the TAP mobile app. The purchase outlined in this staff report will place twenty-five more farebox systems into BYD buses currently on order.

SOLE SOURCE JUSTIFICATION

Federal Transit Administration (FTA) Circular 4220.1F provides the following guidance for sole source award and/or justification:

"When the recipient requires supplies or services available from only one

responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified."

The above referenced FTA Circular further lists the following criteria for justification consideration:

Unique Capability or Availability:

- a. Unique or innovative concept;
- b. Patents or Restricted data rights;
- c. Substantial duplication costs; and
- d. Unacceptable delay.

Based on the fact that the current farebox system is configured and serviced by GFI Genfare and CUBIC Transportation Systems, Inc., and they are the only known suppliers for AVTA's existing fareboxes, there are no other viable options for this purchase. We believe this is a prudent business decision versus issuing a Request for Proposal for new farebox equipment and parts.

Staff found sole respondents' quotes, complete with pricing, to be fair and reasonable and recommends approval of the sole source awards to GFI Genfare and CUBIC Transportation Systems, Inc. for farebox equipment and parts.

Prepared by:

Submitted by:

Vincent San Nicolas
Fleet Maintenance Manager

Martin J. Tompkins
Executive Director/CEO

Attachments: A – GFI Genfare Quote
 B – CUBIC Transportation Systems, Inc. Quote



Genfare
 A Division of SPX Corporation
 800 Arthur Ave
 Elk Grove Village, IL 60007
 Ph: (847) 593-8855
 Fax:(847) 758-4998

Sales Quotation

Sold-To-Party

Antelope Valley Transit Auth
 Attn: Lyle Block
 42210 6Th St West
 Lancaster CA 93534

Ship-To-Party

Antelope Valley Transit Auth
 Attn: Lyle Block
 42210 6Th St West
 Lancaster CA 93534

Information

Sales Quote No. 5038060
Document Date 03/24/2022
Customer No. 503
Currency USD
Contact Name Attn: Lyle Block
Phone 661-729-2288
FAX 661-726-2615
EMAIL lblock@avta.com
Validity Start Date 03/24/2022
Validity End Date 07/25/2022
Req Ship Date 03/24/2022

End User

Antelope Valley Transit Auth
 Attn: Lyle Block
 42210 6Th St West
 Lancaster CA 93534

Item	Material	Quantity	Price	Amount
10	D25562-0003 S/A PEDESTAL & LOCK BAR-TL W/O SA	18 EA	952.72 USD	17,148.96
	Tax	1 EA	97.65 USD	1,757.75
	Delivery date: 07/01/2022			
20	D22581-0005 S/A,AL BASE ODYSSEY W/POWER CABLE	18 EA	380.88 USD	6,855.84
	Tax	1 EA	39.04 USD	702.74
	Delivery date: 07/01/2022			
30	FREIGHT Estimated Freight Charge	1 EA	300.00 USD	300.00
	Delivery date: 03/24/2022			
Gross Value:				24,304.80
Total Tax:				2,460.49
Final Amount:				26,765.29

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 03/24/2022

Sales Representative: Anthony Scimo **Phone:** _____
Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE. Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:<TC>

1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

2071104 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall 2071104

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
 - i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization (#RMA#) to ship the defective item to Genfare;
 - ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to# Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
 - iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
 - iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE.

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847.593.8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES.

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION. Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers, etc. (a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES.

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NON-INFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED #AS IS.# GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.



REQUEST for QUOTATION / PRICING

Cubic Transportation Systems

Customer Service

PO Box 821

1308 South Washington Street

Tullahoma, TN 37388-1794

PH: 931-455-8524 FAX: 931-455-5638

Quotation Date: 1/25/2022

CTS-TN Quote #: 30388

Project ID:

Customer ID #: CB0038

Sales Administrator: Shameillah Burks-Thompson

Company Name: Antelope Valley Transit Authority

Requested By: Vincent

Customer RFQ#: Email



REQUEST for QUOTATION / PRICING

Part Number	Description	QTY	Unit Price (US Dollars)	Total Price (US Dollars)	Delivery Weeks ARO
4400-10002-B	TRI-READER 3-LA	25	\$1,089.13	\$27,228.25	38
5500-01022	COTS-GETAC T800	25	\$2,933.57	\$73,339.25	14
5500-01023	COTS-HAVIS DOC	25	\$922.93	\$23,073.25	14
5500-06063	CA, FAREBOX SERIAL CONVERTER ADAPTER	25	\$239.43	\$5,985.75	16
5500-06067	CA, TABLET TO FAREBOX (MUNI)	25	\$208.04	\$5,201.00	16
5500-06068	CA, FAREBOX TO SERIAL CONV/PWR SPLY	25	\$158.29	\$3,957.25	16
5500-06068-1	CA, FAREBOX TO SERIAL CONV/PWR SPLY	25	\$116.49	\$2,912.25	14
5500-06070	CA, TERMINAL BOARD PWR DISCONNECT	25	\$42.26	\$1,056.50	16
5500-06071	CA, INLINE POWER DISCONNECT	25	\$88.70	\$2,217.50	14
5500-09010	ASSY - POWER SUPPLY W/ CABLE	25	\$477.24	\$11,931.00	12
B28528-0001	passenger display board	25	\$116.94	\$2,923.50	999
D28490-0003	Cover Junction board	25	\$721.75	\$18,043.75	999
D30895-0002	top lid cover	25	\$2,140.99	\$53,524.75	999
C22316-0003	FELT PAD INSULATOR	25	\$5.46	\$136.50	999
C22290-0003	Ribbon cable	25	\$172.04	\$4,301.00	999
C22291-0001	S/A CABLE - POWER SUPPLY	25	\$49.26	\$1,231.50	999
C22292-0007	S/A CABLE VALIDATOR (W2)	25	\$119.58	\$2,989.50	999
C22294-0002	S/A HARNESS WIRING (W15)	25	\$58.67	\$1,466.75	999
B22311-0001	S/A ON/OFF SWITCH	25	\$62.36	\$1,559.00	999
C22267-0004	cable coin validator	25	\$33.87	\$846.75	999
C23664-0006	TR2 CABLE	25	\$19.56	\$489.00	999
B25892-0002	DCU ADAPTER CABLE ASSY	25	\$25.64	\$641.00	999
C25893-0001	DCU POWER ADAPTER CBL ASY	25	\$33.18	\$829.50	999
B30919-0001	cable FBX serial converter adaptor	25	\$367.45	\$9,186.25	999
B30922-0001	cable input to LIND power supply	25	\$180.00	\$4,500.00	999
B30924-0001	cable terminal board power disconnect	25	\$41.91	\$1,047.75	999
B30925-0001	cable inline power disconnect	25	\$102.15	\$2,553.75	999
B30916-0001	BRKT - PWR SUPPLY / CONVERTER	25	\$426.54	\$10,663.50	999
B30916-0002	Bracket brace LIND power supply	25	\$16.46	\$411.50	999
B00085-0012	Grommet 1 7/8" OD 1 1/4" ID black	25	\$3.79	\$94.75	999
A03240-0003	Clip cable adhesive	25	\$2.49	\$62.25	999
D28534-0004	PCB Controller logic board	25	\$2,043.71	\$51,092.75	999
D21149-2006	MOTHERBOARD	25	\$491.55	\$12,288.75	999
CS25861-0001	PCB DCU interface	25	\$126.97	\$3,174.25	999
9448	USB TO SERIAL	25	\$521.33	\$13,033.25	14
5500-01025	ASSY, MOUNT, DS-GTC-411 ADAPTER, LA METR	25	\$189.57	\$4,739.25	14
				\$358,732.50	<=== Total



REQUEST for QUOTATION / PRICING

This quotation is valid for 90 days.

\$150 Minimum Order is required for all orders.

All repairs are subject to Tennessee state tax of 9.75%

Notes: part number D28490-0002 has been discontinued;
replaced by part number D28490-0003
part number 5500-01021 has been discontinued;
replaced by part number 9448
**999LT is provide because vendor can't provide actual
delivery date; which in turn we can't provide accurate

This quotation is based solely on the terms attached hereto. Any additional or different terms are objected to and may be rejected. Any additional term or condition stated in the resulting Purchase Order shall not become part of the Purchase Order unless specifically accepted in writing by Cubic.

Your ("Buyer") placing of an order from the Cubic Transportation Systems, Inc. ("Cubic") website, <http://parts.cubic.com>, indicates Buyer's acceptance of these terms and conditions. Buyer is responsible for all activity occurring under its account associated with this site and for maintaining the confidentiality of its account and password and restricting access to the same.

Cubic reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

I. TERMS OF SALE

A. GENERAL

These Terms and Conditions apply to equipment purchases, spare parts, software licensing, services and repairs obtained from Cubic. These terms apply to electronic sales placed by Buyer through the Cubic website as well as orders placed by the issuance of a purchase agreement or purchase order via email, facsimile, courier or mail.

No understanding, promise or representation, and no waiver, alteration, addition to, or modification of any provision hereof, shall be binding upon Cubic unless agreed to in writing by an authorized representative of Cubic. Cubic's acceptance of any order is subject to Buyer's assent to all of the terms and conditions set forth herein. Buyer shall be deemed to have accepted these terms and conditions upon its receipt of Cubic's order acknowledgment or from Buyer's acceptance of all or any part of the services or products ordered.

The terms and conditions in: (i) Cubic's form(s); (ii) acknowledgments; (iii) quotations; (iv) invoices; (v) websites; (vi) catalogs; and (vii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between Buyer and Cubic and supersedes all other agreements, oral or written heretofore made between Buyer and Cubic relating to the subject matter contained herein.

B. ELECTRONIC DATA INTERCHANGE

If Cubic and Buyer mutually agree to use an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions, Buyer agrees that it will not contest: (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Cubic and Buyer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by Cubic regarding EDI purchases made by Buyer shall be deemed to be conclusive.

Cubic reserves the right to accept or reject any order.

C. PURCHASE ORDERS/PURCHASE AGREEMENTS

Acceptance is strictly limited to the terms and conditions included herein. Cubic expressly rejects any additional terms and conditions contained in any purchase agreement, order or other correspondence submitted by Buyer. Cubic's fulfillment of any such order shall not be construed as assent to any of the terms and conditions proposed by Buyer, and will not constitute a waiver by Cubic of any of the terms and conditions contained herein or in Cubic's order acknowledgment.

D. MINIMUM ORDER

The minimum value for any purchase agreement/purchase order is \$150.00 U.S. dollars. Orders received for a lesser amount will be billed at the minimum \$150.00 amount.

E. PRICING

All prices are in United States Dollars, exclusive of all applicable taxes and are subject to correction or change without notice. Buyer agrees to pay and be solely responsible for the payment of any applicable taxes other than taxes payable based on Cubic's net income.

Export orders may be subject to special pricing.

Market sensitive products will be priced according to current market conditions. Buyer should contact Cubic or check online at <http://parts.cubic.com> for current pricing.

Despite our efforts, occasional pricing errors may occur in the Cubic catalogs and websites. Cubic reserves the right to cancel any and all orders resulting from such pricing errors, even if Buyer has received an order confirmation from Cubic.

F. CHANGES

All changes in any term or condition hereof must be agreed to and accepted by Cubic. Any difference in price, delivery or other terms resulting from such change shall be equitably adjusted and the purchase agreement/purchase order modified accordingly.

G. CATALOG/WEBSITE INFORMATION

Product depictions in the catalogs and websites are for illustrative purposes only. Possession of, or access to, any Cubic catalog, literature or websites does not constitute the right to purchase such products. Cubic reserves the right to revise any publishing errors in its catalogs or any of its websites.

H. TERMINATION/CANCELLATION

In the event of a partial termination or if the entire purchase agreement/purchase order is terminated, the Buyer shall pay 100% of the actual costs incurred by Cubic relating to such termination plus 15%, up to a maximum of 115% of the value of the purchase agreement/purchase order.

I. DELAY IN SHIPMENT

If the Buyer fails to accept shipment in accordance with the agreed schedule, such failure may be considered by Cubic as a Breach entitling Cubic to terminate this purchase agreement/purchase order in whole or in part, as applicable, in accordance with Clause H hereof.

J. DELIVERY

Delivery date is the date stated in the purchase agreement/purchase order acknowledgment. Cubic may make partial shipments and Buyer agrees to make partial payments net thirty (30) days from date of invoice in connection with such partial shipments at the unit price(s) indicated in the purchase agreement.

K. SHIPMENT and RISK OF LOSS

Shipment will be F.O.B. Destination. Transportation method is at Cubic's option and Cubic shall bear the responsibility for outbound transportation charges. The risk that the ordered goods may be lost, damaged or delayed in transit shall be borne by Cubic until receipt by Buyer in conformity with the terms of the purchase agreement/purchase order. However, in the event Buyer requests a special mode of transportation, all additional charges and risk of loss, damage or delay will pass to the Buyer upon Cubic's timely delivery of the goods, properly packaged with suitable shipping documents, to an appropriate carrier for delivery to Buyer.

L. INVOICING AND PAYMENT TERMS

Invoicing shall take place at time of shipment. Payment terms are net thirty (30) days from date of invoice. Buyer agrees that these same terms will also apply to any partial shipments.

Cubic accepts cash, checks, money orders, Electronic Funds Transfer, Visa, MasterCard, and American Express. All credit extended by Cubic to Buyer and the limits of such credit, is at Cubic's sole discretion, and may be reduced or revoked by Cubic at any time, for any reason. As a condition for the continued extension of credit, Buyer agrees to provide Cubic with current credit information and the latest annual financial statement within five (5) business days following request by Cubic.

Furthermore, Cubic reserves the right to charge Buyer a late payment fee at the rate of one and one-half percent (1½%) of the amount due for each month or portion thereof that the amount due remains unpaid or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders may be subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Cubic has the right of set-off and deduction for any sums owed by Buyer to Cubic.

If Buyer fails to make payment within thirty (30) days of invoice, or fails to comply with Cubic's credit terms, or fails to supply adequate assurance of full performance to Cubic within a reasonable time after requested by Cubic (such time as specified in Cubic's request), Cubic may defer further shipments or interrupt services, if any, until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order in accordance with Clause H hereof. Additionally, Buyer, and each of its subsidiaries and affiliates, agrees to provide to Cubic proper authorization necessary for Cubic to request any financial information from third parties.

Buyer agrees to assume responsibility for, and Buyer hereby unconditionally guarantees payment of, as provided herein, all purchases made by Buyer, its subsidiaries and affiliates. Each of Buyer's subsidiaries and affiliates purchasing from Cubic are jointly and severally liable for purchases with Buyer, and Buyer is also acting as agent for such subsidiaries and affiliates.

M. SALES AND SIMILAR TAXES

The prices provided for in any purchase agreement/purchase order are exclusive of any present or future import duty, federal, state, provincial, county, municipal, or other sales, use, excise, gross receipts, value added or similar tax with respect to the products and services covered hereby, and of any inventory or property tax or other similar charges with respect to the products and services covered hereby, unless such taxes are provided in the applicable quotation.

If Cubic is assessed or is required by applicable law or regulation to pay or collect any such duty, tax, or charge on account of this purchase agreement/purchase order, then such amount of tax or taxes shall be paid by the Buyer to Cubic in addition to the prices otherwise provided in the purchase agreement/purchase order. If the Buyer is exempt from the payment of applicable duty, tax, or charge, the Buyer shall provide Cubic with a suitable copy of the tax exempt certificate or permit at the time the purchase agreement/purchase order is issued.

N. WARRANTY

Cubic warrants to the Buyer that the deliverables hereunder will be free from defects in material and workmanship, and that services will be the kind and quality designated or specified in the quotation. In particular:

See Appendix A, Software License Agreement, for the warranty terms applicable to software.

See Section II below for warranty applicable to services.

The warranty applicable to spare parts and repairs shall apply to defects in materials and workmanship appearing within ninety (90) days from the date of shipment by Cubic.

The warranty applicable to equipment shall be limited to defects appearing within one (1) year from the date of shipment by Cubic.

If any deliverables do not conform to the applicable warranty, and if the Buyer promptly notifies Cubic, Cubic shall thereupon, if it confirms the existence of the claimed defect, including non-conformance with the applicable specification, correct the defect by, at Cubic's option, either repairing the defect at no charge to Buyer, or by making necessary replacement products available at the Buyer's location.

THIS LIMITED WARRANTY DOES NOT COVER LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (OTHER THAN INSTALLATION BY CUBIC), MAINTENANCE, MISUSE, NEGLIGENCE, OR ANY CAUSE OTHER THAN THE BUYER'S, OR ITS CUSTOMER'S OR CONTRACTOR'S, USE OF THE PRODUCT IN THE APPLICATION IT WAS INTENDED; (ii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN AS AUTHORIZED BY CUBIC; OR, (iii) IS DUE TO STORAGE OR USE IN AN IMPROPER ENVIRONMENT, EXCESSIVE OR INADEQUATE HEATING OR AIR CONDITIONING, AND ELECTRICAL POWER FAILURES, SURGES OR OTHER IRREGULARITIES WHILE IN THE CUSTODY OR CONTROL OF BUYER OR ITS CUSTOMER OR CONTRACTORS. CUBIC IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY HARDWARE OR COMPUTER OPERATING SYSTEMS WHICH ARE NOT COMPATIBLE WITH THE SYSTEM SPECIFICATIONS AS SET FORTH IN CUBIC'S TECHNICAL DOCUMENTATION, OR FOR PROBLEMS IN THE INTERACTION WITH NON-CUBIC SUPPLIED SOFTWARE, THE USE OF WHICH IS NOT APPROVED BY CUBIC.

CUBIC SHALL HAVE NO LIABILITY WITH RESPECT TO DELIVERABLES THAT WERE SUBJECTED TO ABUSE, VANDALISM OR MISUSE. THE WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY, IN LIEU OF ALL OTHER WARRANTIES, AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

O. RETURN/RESTOCKING CHARGES

No returns, for any reason, will be accepted without Buyer obtaining a Return Material Authorization (RMA) Number in advance from Cubic. A 20% restocking fee based on the item price will be charged to the Buyer for all returns for reasons other than warranty. Freight charges will be the responsibility of the Buyer. Buyer must obtain a Return Material Authorization (RMA) Number from Cubic prior to return shipment of an item.

Before returning any product for any reason, Buyer must: (i) contact the Cubic facility from which the product was purchased; (ii) in the case of an internet order, contact Cubic by logging on to the website from where you purchased, <http://parts.cubic.com>, click on the contact page to obtain an RMA, or (iii) call Customer Care at 1-931-454-1500 to speak to your Customer Service Representative.

P. MAINTENANCE

Buyer shall be responsible for the maintenance of any deliverables provided. In the event Buyer elects to have Cubic perform maintenance, such maintenance will be provided at prevailing service rates.

Q. LIMITATION OF LIABILITY

CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE SUFFERED BY BUYER WITH RESPECT TO THIS PURCHASE AGREEMENT/PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO, LOSS OF PRESENT OR PROSPECTIVE PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

R. TITLE

The title and right of possession of Buyer's equipment repaired or modified hereunder shall remain with the Buyer, subject to any applicable lien rights of Cubic. Cubic shall bear risk of loss for Buyer's property while on Cubic's premises. Reasonable access to this equipment shall be provided to Buyer. Cubic shall retain title for all shipped items until delivery F.O.B. Destination.

S. CHOICE OF LAW / DISPUTES

The validity, interpretation and performance of the purchase agreement/purchase order shall be governed by and construed under the laws of the State of California, excluding its choice of law principles. Any controversy or claim arising out of or relating to the purchase agreement/purchase order, transaction or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in San Diego, California, USA, in accordance with the rules of the American Arbitration Association ("AAA"). There shall be one arbitrator appointed by the AAA trained in the law who shall have experience in arbitration of similar disputes. The language of the arbitration shall be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall be responsible for its respective costs and attorneys' fees incurred in arbitration, except that costs and fees invoiced by the AAA for the services of the arbitrator(s) and its own fees and expenses shall be borne equally by the parties.

T. PROPRIETARY RIGHTS AND SOFTWARE

Title to all Cubic and third party software (including software embedded within hardware), proprietary data, intangible property, intellectual property, patents, patents pending, trade secrets, copyrights, trade dress, service and trademarks, service and trade names, designs, drawings, and the like, shall remain with Cubic or relevant third party, as applicable. All software usage hereunder shall be governed by the Cubic Software License Agreement, Appendix A.

Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Cubic, or any trademarks or service marks owned by suppliers to Cubic. All materials contained on the <http://parts.cubic.com> website are subject to the ownership rights of Cubic and its suppliers. Buyer shall have no right to copy or use any of the intellectual property of Cubic or its suppliers without Cubic's written permission.

U. FORCE MAJEURE

The parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure or inability to perform any obligation(s) contained in the purchase agreement/purchase order which is beyond a party's reasonable control. Such causes may include, but are not limited to, any act of God, severe weather conditions, catastrophic events, fire, flood, lightning, earthquake, tornado, labor disputes, transportation delays, war, terrorism (actual or threatened), revolution, riot, sabotage, act of the public enemy, explosion, embargo, confiscation or act or failure to act of any government, agency, board or commission. Lack of finances shall in no event be deemed to be a cause beyond a party's reasonable control.

V. CUSTOM PRODUCTS

Cubic may offer products manufactured or assembled to Buyer's specifications ("Custom Product(s)"). Cubic is not responsible for verifying or confirming the accuracy of specifications provided by Buyer to Cubic for Custom Products. CUBIC'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. CUSTOM PRODUCT WARRANTY PROVIDED BY CUBIC SHALL BE LIMITED TO DEFECTS IN MATERIALS AND WORKMANSHIP ARISING IN THE FIRST 90 DAYS AFTER THE DATE OF SHIPMENT AND WILL BE BUYER'S SOLE REMEDY. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

II. ADDITIONAL TERMS AND CONDITIONS RELATED TO THE PERFORMANCE OF SERVICES

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, PERFORMANCE OF SERVICES WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL SERVICE TERMS"). SERVICES MAY BE PERFORMED BY: (i) CUBIC, ITS EMPLOYEES AND AGENTS ("CUBIC PERSONNEL"); (ii) CUBIC SUBSIDIARIES OR AFFILIATES ("CUBIC SERVICE ENTITIES"); OR THIRD-PARTY SUBCONTRACTORS ("THIRD-PARTY PROVIDERS"). FOR PURPOSES OF THIS SECTION II, CUBIC PERSONNEL, CUBIC SERVICE ENTITIES AND THIRD-PARTY PROVIDERS ARE EACH REFERRED TO AS A "SERVICE PROVIDER" AND EACH SERVICE PROVIDER, TOGETHER WITH ITS PERSONNEL, IS REFERRED TO AS "SERVICE PROVIDER PERSONNEL."

THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION II ARE EXTENDED SOLELY BY THE SPECIFIC SERVICE PROVIDER PERFORMING SERVICES. DEPENDING UPON THE NATURE OF THE SERVICES PROVIDED, THE APPLICABLE SERVICE PROVIDER MAY REQUIRE BUYER TO EXECUTE ADDITIONAL CONTRACTUAL DOCUMENTS PRIOR TO THE PERFORMANCE OF SUCH SERVICES.

IN THE EVENT OF A CONFLICT BETWEEN THE STANDARD TERMS AND CONDITIONS IN SECTION I AND THE ADDITIONAL SERVICE TERMS IN SECTION II, THE ADDITIONAL SERVICE TERMS IN SECTION II SHALL PREVAIL FOR THE PERFORMANCE OF SERVICES.

AA. LIMITED SERVICES WARRANTY

ALL SERVICES WILL (i) BE PERFORMED IN A WORKMANLIKE MANNER; (ii) CONFORM TO THE SPECIFICATIONS (IF ANY) PROVIDED BY THE SERVICE PROVIDER IN A STATEMENT OF WORK; AND (iii) IF SERVICES ARE IMPROPERLY PERFORMED AND BUYER NOTIFIES THE SERVICE PROVIDER OF THE IMPROPERLY PERFORMED SERVICES WITHIN 90 DAYS AFTER PERFORMANCE OF SUCH SERVICES, THEN THE SERVICE PROVIDER WILL RE-PERFORM THOSE SERVICES, IN WHOLE OR IN PART, AS NECESSARY TO CURE THE PARTICULAR BREACH, OR AT THE SERVICE PROVIDER'S SOLE OPTION, REFUND THE AMOUNT PAID BY BUYER FOR THE SERVICES DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH. THE SERVICE PROVIDER'S RE-PERFORMANCE OR REFUND OF AMOUNTS PAID BY BUYER FOR THE SERVICE DIRECTLY ATTRIBUTABLE TO THE PARTICULAR BREACH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY.

BB. WARRANTY DISCLAIMER AND WAIVER FOR SERVICES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION II FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION II ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

CC. LIMITATION OF LIABILITY

THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SERVICES. THE SERVICE PROVIDER'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SERVICES THAT GIVES RISE TO ANY PARTICULAR LIABILITY.

DD. PAYMENT AND CREDIT TERMS

Except as otherwise agreed to by the parties, Buyer will be invoiced upon completion of mutually agreed milestone(s) or completion of services. Payment terms are net thirty (30) days from the date of invoice. All other payment terms are as set forth in Section I.

EE. TERMINATION

Either party may terminate the service agreement at any time and for any reason upon sixty (60) days' written notice to the other party. If terminated by Buyer, Buyer shall, in addition to amounts previously paid, pay Service Provider an amount equal to the value of any work completed and not billed plus all reasonable wind-down costs to close out the service agreement the greater of (i) Ten percent (10%) of the total project cost quotation thereto (the "Total Project Cost"), or (ii) an amount equal to the Total Project Cost multiplied by the percentage completion for such project at the time the notice of termination is given, as determined by Service Provider.

FF. INDEMNITY

Buyer shall defend, indemnify and hold harmless Service Provider and its respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all any claims, suits, liabilities, damages, settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the Indemnified Party. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, Buyer shall resist and defend such action, suit or proceeding by counsel of its choice with consent from the Indemnified Party, at the sole expense of Buyer, provided that (i) the Indemnified Party notifies Buyer promptly in writing of the claim; (ii) Buyer's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) Buyer has control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status, provided that Buyer shall only settle the legal action with consent from the Indemnified Party; and (iv) the Indemnified Party provides Buyer with all reasonably necessary assistance, information, and authority to perform the foregoing at Buyer's expense.

GG. ACCESS TO BUYER'S PREMISES

To the extent access to and/or office space within Buyer's premises is required; Buyer shall provide Service Provider personnel such access to and/or office space within Buyer's premises free of charge as necessary for performance of services supplied by Service Provider. Prior to starting any work at Buyer's premises, Buyer will: (i) provide documentation that identifies any existing hazardous materials or dangerous or potentially dangerous conditions on or about Buyer's premises; and (ii) allow Service Provider personnel, at its option, reasonable access to Buyer's premises to perform or have performed a visual site inspection. Service Provider will have no responsibility or liability for the actual existing conditions; or identifying, correcting or advising Buyer of existing conditions on Buyer's premises ("Pre-Existing Conditions"), and Buyer shall be responsible for and shall indemnify each Service Provider and each of the Service Provider personnel from and against any Liabilities arising out of or relating to any Pre-Existing Conditions, regardless of whether previously disclosed to any Service Provider or Service Provider personnel. Buyer shall not attempt to condition the right of Service Provider personnel to obtain free access to Buyer's premises upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of Service Provider or Service Provider personnel. If any Service Provider personnel sign such an agreement, waiver, or release, it shall be of no force and effect.

HH. RIGHT TO SUBCONTRACT

Buyer agrees that the Service Provider may subcontract the performance of services to third parties. Buyer authorizes the Service Provider to disclose all information to the subcontractor, including confidential information necessary for such performance of services by the subcontractor.

**APPENDIX A
SOFTWARE LICENSE AGREEMENT**

THE SOFTWARE PROGRAMS AND/OR DOCUMENTATION ("SOFTWARE") PROVIDED TO YOU ARE LICENSED, NOT SOLD. CUBIC TRANSPORTATION SYSTEMS, INC., ("CUBIC®"), OWNS ALL COPIES OF THE SOFTWARE, INCLUDING BACKUP AND ARCHIVAL COPIES. YOU (THE "LICENSEE") ONLY HAVE THE LIMITED RIGHTS EXPRESSLY GRANTED TO YOU UNDER THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT ("SLA"). LICENSEE UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING TERMS AND CONDITIONS AND AGREES THAT INSTALLING, OPERATING OR USING THE SOFTWARE IN ANY WAY INDICATES LICENSEE'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. **Rights in Data.** Licensee acknowledges and agrees that all ownership rights, title and interest in the Software shall remain with Cubic, whether or not incorporated into or with other software, including, but not limited to, the right of copyright. Licensee acknowledges and agrees that the Software is the proprietary information of Cubic and that this Agreement grants Licensee no title or right of ownership in the Software.

2. **License Grant.** In consideration of the payment of the license fee under separate agreement, Contract Number _____, dated _____ and Licensee's acceptance of the terms of this SLA, Cubic hereby grants to Licensee a royalty free, irrevocable, perpetual, nonexclusive, non-transferable, non-sublicensable license to use the Software on a server (including, as appropriate, with multiple workstations) only in the Licensee's fare collection system for which the Software is licensed. Any revision changes, updates, upgrades or enhancements to the Software that are provided to Licensee shall be subject to all terms of this SLA. Licensee may make one (1) copy of the Software for back-up purposes only. The use, operation, or distribution of the Software at any site or for any purpose or application other than for which it is licensed is prohibited and shall require a separate license and fee unless expressly authorized in writing by Cubic.

3. **Restrictions.** Licensee may not: (a) copy (other than the one copy for back-up purposes), distribute, rent, lease, assign, transfer, mortgage, or sell the Software or sublicense all or any portion of the Software; (b) reverse engineer, decompile or disassemble the Software; or (c) modify, alter or make derivative works of the Software. Licensee agrees to keep confidential and implement reasonable measures to prevent and protect the Software and its contents from unauthorized disclosure or use. Licensee also agrees to include the copyright notice, trademark, or proprietary legends of Cubic associated with the Software on the back-up copy, and to verify the same has been affixed to any revision changes, updates, upgrades or enhancements that are provided to Licensee.

4. **Media Warranty.** For ninety (90) days from the date of delivery (the "Media Warranty Period"), Cubic warrants that the media on which the Software is contained will be free from defects in materials and workmanship. During the Media Warranty Period, Licensee may return the defective media to Cubic and it will be replaced without charge. Replacement of media is Licensee's sole remedy in the event of a media defect in breach of this warranty.

5. **Software Warranty.** Cubic warrants that the Software shall substantially perform as described in the Cubic design documentation, as it exists on the date of delivery, for ninety (90) days from the date of delivery. Cubic's sole obligation under this warranty shall be limited to using reasonable efforts to correct reported defect(s) and to supply a corrected version as soon as is reasonable after Cubic is notified of such defect(s).

6. THE LIMITED WARRANTIES CONTAINED HEREIN DO NOT INCLUDE LOSS OR DAMAGE WHICH: (i) IS DUE TO IMPROPER INSTALLATION (INSTALLATION BY ANYONE OTHER THAN CUBIC OR AS APPROVED BY CUBIC); (ii) IS DUE TO MISUSE, NEGLIGENCE, FAILURE TO PERFORM PROPER AND REQUIRED MAINTENANCE, OR ANY USE OTHER THAN A TRANSIT FARE COLLECTION APPLICATION BY LICENSEE OR ITS CUSTOMER OR CONTRACTORS; (iii) IS DUE TO ADJUSTMENT, REPAIR OR MODIFICATION BY ANY PERSON OTHER THAN CUBIC OR AS AUTHORIZED BY CUBIC; OR, (iv) IS DUE TO STORAGE OR USE IN AN IMPROPER ENVIRONMENT, EXCESSIVE OR INADEQUATE HEATING OR AIR CONDITIONING, AND ELECTRICAL POWER FAILURES, SURGES OR OTHER IRREGULARITIES WHILE IN THE CUSTODY OR CONTROL OF LICENSEE OR ITS CUSTOMER OR CONTRACTORS. IN ADDITION, CUBIC DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE SHALL OPERATE IN ALL COMBINATIONS OR SEQUENCE; THAT ALL SOFTWARE ERRORS OR DEFECTS FOR WHICH THERE IS A REASONABLE WORK-AROUND WILL BE CORRECTED; OR THAT THE SOFTWARE IS FREE FROM VIRUS AND ALL LATENT DEFECTS. CUBIC IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY COMPUTER HARDWARE OR OTHER COMPUTER OPERATING SYSTEMS WHICH ARE NOT COMPATIBLE WITH THE SYSTEM SPECIFICATIONS REQUIRED TO RUN THE SOFTWARE AS SET FORTH IN CUBIC'S TECHNICAL DOCUMENTATION, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-CUBIC SUPPLIED SOFTWARE, THE USE OF WHICH IS NOT APPROVED BY CUBIC.

7. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, CUBIC GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM THIRD PARTY INFRINGEMENT CLAIMS.

8. CUBIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHICH MAY BE EXPERIENCED BY LICENSEE WITH RESPECT TO THIS SOFTWARE LICENSE AGREEMENT AND/OR USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF INCOME OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, OR LOSS OF BUSINESS OR DATA, WHETHER IN AN ACTION IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), EVEN IF CUBIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF CUBIC FOR CLAIMS ASSERTED UNDER THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO THE TOTAL VALUE OF THE LICENSE FEE PAID FOR THE SOFTWARE GIVING RISE TO ANY SUCH LIABILITY.

9. **INDEMNIFICATION.** (a) Cubic agrees to defend, or at its option settle, indemnify and hold Licensee harmless from any and all third party intellectual property infringement suits, claims, or proceedings brought against Licensee as a result of Licensee's stand-alone use of the Software where Licensee has (i) given Cubic prompt notice of such suit, claim, or proceeding; (ii) allowed Cubic to have sole control of the defense or settlement of such suit, claim or proceeding; and (iii) given Cubic all necessary assistance to defend the same.

(b) Notwithstanding subparagraph (a) above, Cubic shall not be bound to defend, indemnify, or hold Licensee harmless where (i) such claim or action would have been avoided but for modifications of the Software, or portions thereof, made after delivery to the Licensee; (ii) such claim or action would have been avoided but for the combination or use of the Software, or portions thereof, with other products, processes or materials not supplied or specified in writing by Cubic; (iii) Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iv) Licensee's use of the Software is not strictly in accordance with the terms of this Software License Agreement. Licensee will be liable for all damages, costs, expenses, settlement and attorneys' fees related to any claim of infringement arising as a result of (i) – (iv) in the immediately preceding sentence.

(c) If a third party's claim endangers or disrupts Licensee's use of the Software, Cubic shall, at Cubic's option and at no charge to Licensee, (i) obtain a license so Licensee may continue use of the Software; (ii) modify the Software to avoid the infringement; (iii) replace the Software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to Licensee the amount paid for the Software as depreciated on a straight-line sixty (60) month basis; provided, however, Cubic shall have no such obligation where any of subparagraphs (b)(i)-(iv) apply.

(d) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CUBIC, AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

10. **EXPORT REGULATIONS.** If the Software is for use outside of the United States, Licensee agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to assure that the Software and media are not exported in violation of the United States Export Laws.

11. **MAINTENANCE.** Licensee may obtain maintenance support for the Software by purchasing a software maintenance contract from Cubic at its then current applicable fees.

12. **GOVERNING LAW.** This Software License Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California, USA.

13. **DISPUTE.** In the event of any unresolved dispute between the parties relating to this Software License Agreement, such unresolved dispute shall be submitted to binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association (AAA). The arbitration shall be held in San Diego, California, USA. There shall be a single arbitrator appointed by the AAA. The decision of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover actual attorney fees and costs, including expert witness fees and associated expenses.

Licensee acknowledges that, due to the unique nature of the Software, there may be no adequate remedy at law for the Licensee's unauthorized use or disclosure of the Software in breach of this Software License Agreement and that such breach may cause immediate and irreparable harm to Cubic. Accordingly, notwithstanding the provisions of the paragraph above, upon any such breach or any threat thereof by the Licensee, Cubic shall be entitled to pursue appropriate equitable or injunctive relief from any court of competent jurisdiction.

14. **NON-WAIVER.** Failure or neglect by Cubic to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Cubic's right to take subsequent action.

15. **SEVERABILITY.** In the event any of these terms are determined to be invalid or unenforceable to any extent such term shall be modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein, and the remainder of this Software License Agreement shall continue to be valid to the fullest extent permitted by law.

16. **ASSIGNMENT.** Licensee may not assign this Software License Agreement without the prior written consent of Cubic which shall not be unreasonably withheld.

17. **TAXES.** Licensee is responsible for payment of all applicable taxes associated with this Software License Agreement.

18. **ENTIRE AGREEMENT.** No change, waiver, or discharge hereof shall be valid unless in writing and signed by authorized representatives of both the Licensee and Cubic. This Software License Agreement is the exclusive statement of the understanding between the parties with respect to licensing the Software.

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DATE: June 28, 2022
TO: BOARD OF DIRECTORS
SUBJECT: Jurisdictional Contributions

RECOMMENDATION

That the Board of Directors accept, adopt and implement Stantec Consulting Services' findings and recommendation that the Los Angeles County's jurisdictional share be increased for a one-year period effective July 1, 2022 through June 30, 2023.

FISCAL IMPACT

The fiscal impact will be determined based on the results of the study.

BACKGROUND

AVTA was formed as a JPA consisting of three jurisdictions with each jurisdiction owning an equal one-third share, having an equal number of Board Directors with an equal number of votes. The JPA documents include an Appendix "C" which describes a contribution methodology, which in its current format creates an imbalanced contribution schedule with Los Angeles County contributing less than the other two jurisdictions.

At the September 28, 2021 meeting, the Board discussed developing a more equitable method for calculating jurisdictional contributions. The Board approved a motion to have a third party, Stantec Consulting Services who drafted the Authority's Regional Transit Plan, conduct a study that accessed the entirety of AVTA transit services and associated costs and that the results of which might form adjustments to Appendix "C".

After meetings held between the jurisdictional representatives and Los Angeles County officials, the Stantec recommendation was approved to increase Los Angeles County's jurisdictional share as described in the recommendation.

Prepared and Submitted by:

Martin J. Tompkins
Executive Director/CEO