



Regular Meeting of the Board of Directors

Tuesday, August 28, 2018

10:00 a.m.

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

AGENDA

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

OATH OF OFFICE:

Administer the Oath of Office to Mayor Pro Tem/Councilmember District 4 Juan Carrillo, representative for the City of Palmdale.

ROLL CALL:

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Steve Hofbauer, Director Angela Underwood-Jacobs, Director Michelle Flanagan, Director Juan Carrillo

APPROVAL OF AGENDA

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

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

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

- SRP 1 PRESENTATION TO OPERATOR IRECE WILLIAMS FOR GOING ABOVE AND BEYOND TO HELP A CHILD IN NEED – NORM HICKLING
- SRP 2 PRESENTATION TO TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR JULY 2018 – HECTOR FUENTES, TRANSDEV
- SRP 3 LEGISLATIVE REPORT FOR AUGUST 2018 – JUDY FRY
- SRP 4 FISCAL YEAR 2017/2018 (FY18) FOURTH QUARTER SYSTEM-WIDE KEY PERFORMANCE INDICATORS (KPI) REPORT (APRIL 1 – JUNE 30, 2018) – MARK PERRY

Recommended Action: Receive and file the FY18 Fourth Quarter System-Wide KPI Report for the period covering April 1 through June 30, 2018.

- SPR 5 REPORT BY AND DIRECTION TO GENERAL COUNSEL REGARDING POSSIBLE JOINT POWERS AGREEMENT AMENDMENT – ALLISON BURNS, GENERAL COUNSEL

CONSENT CALENDAR (CC): Items 1 through 6 are consent items that may be received and filed and/or approved by the Board in a single motion. If any member of the Executive Board wishes to discuss a consent item, please request that the item be pulled for further discussion and potential action.

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF JULY 24, 2018 – KAREN DARR

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

CC 2 FINANCIAL REPORTS FOR JUNE AND JULY 2018 – JAMES MANNIE

Recommended Action: Receive and file the Fiscal Year-to-Date Budget versus Actual report dated June 30, 2018; the Interim, unaudited Financial Statements for the 12 months ended June 30, 2018; the Cash Flow Projection/Treasurer's report for the month ended June 30, 2018; the Payroll History Report for the three months ended July 31, 2018; and the Cash Disbursements Report for the month ended July 31, 2018.

CC 3 FY18 FOURTH QUARTER CAPITAL RESERVE REPORT (APRIL 1 – JUNE 30, 2018) – JAMES MANNIE

Recommended Action: Receive and file the FY18 Fourth Quarter Capital Reserve Report for the period covering April 1 through June 30, 2018.

CC 4 FY18 GRANT STATUS REPORT THROUGH AUGUST 8, 2018 – JUDY FRY

Recommended Action: Receive and file the FY18 Grant Status Report through August 8, 2018.

CC 5 RESOLUTION NO. 2018-019, AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AGREEMENTS NECESSARY FOR THE SERVER ROOM UPGRADE PROJECT WITH FUNDS FROM THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM FOR FISCAL YEAR 2018/2019 (FY19) – JUDY FRY

Recommended Action: Adopt Resolution No. 2018-019, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the Executive Director/CEO to execute agreements necessary for the server room upgrade project with funds from the California State of Good Repair Program for FY19.

- CC 6 RESOLUTION NO. 2018-020, AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT, BASELINE AGREEMENT AND PROGRAM SUPPLEMENTS FOR STATE-FUNDED TRANSIT PROJECTS – JUDY FRY

Recommended Action: Adopt Resolution No. 2018-020, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the execution of a master agreement, baseline agreement and program supplements for State-funded transit projects.

NEW BUSINESS (NB):

- NB 1 CUBIC TRANSPORTATION SYSTEMS, INC. – FAREBOX EQUIPMENT AND TAP VALIDATOR UPGRADE PROJECT – NORM HICKLING

Recommended Action: Authorize the Executive Director/CEO to negotiate and execute a contract with CUBIC Transportation Systems, Inc. (Attachment A), to support the preparation and installation of 75 DCU/farebox upgrade kits, 10 DCU/farebox kit spares, new farebox lids, and one garage computer for the system.

CLOSED SESSION (CS):

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

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

RECESS TO CLOSED SESSION

RECONVENE TO PUBLIC SESSION

REPORT BY LEGAL COUNSEL OF ACTION TAKEN IN CLOSED SESSION

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 Report by the Executive Director/CEO

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

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

ADJOURNMENT:

Adjourn to the Regular Meeting of the Board of Directors on September 25, 2018 at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

The agenda was posted by 7:00 p.m. on August 23, 2018 at the entrance to the Antelope Valley Transit Authority, 42210 6th Street West, Lancaster, CA 93534.

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



**Regular Meeting of the Board of Directors
Tuesday, July 24, 2018
10:00 a.m.**

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

UNOFFICIAL MINUTES

CALL TO ORDER:

Chairman Crist called the meeting to order at 10:03 a.m.

PLEDGE OF ALLEGIANCE:

Director Hofbauer led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Steve Hofbauer, Director Angela Underwood-Jacobs

Absent

Director Michelle Flanagan

APPROVAL OF AGENDA:

Motion: Approve the agenda.

Moved by Director Hofbauer, seconded by Vice Chair Knippel

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

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

Nays: None

Abstain: None

Absent: Director Flanagan

PUBLIC BUSINESS – AGENDIZED AND NON-AGENDIZED ITEMS:

Fran Sereseres – requested that Metrolink conductors open the doors prior to departure allowing passengers to board and get out of the heat and that additional shade cover should be installed on the Metrolink platform.

Jerel Arbaugh – stated there are issues with the Track-it system, Wi-Fi access, and detour notifications.

Charlotte Baxter – spoke about the trash at the temporary bus stop on Avenue K-8 by Sgt. Steve Owen Memorial Park.

Chairman Crist directed staff to resolve these issues.

SRP 1 PRESENTATIONS TO AVTA STAFF FOR 10 YEARS OF DEDICATED SERVICE

David Cadena, DeeAnna Cason, Mayra De Los Santos, Judy Fry, Williene Jones, and Diane Tuminaro were recognized for 10 years of outstanding and dedicated service.

SRP 2 PRESENTATION TO AVTA EMPLOYEE OF THE FOURTH QUARTER FOR FISCAL YEAR 2017/2018

Mark Perry, Director of Operations and Maintenance, presented the AVTA Employee of the Fourth Quarter award to Steve Willibrand, Information Technology Supervisor.

SRP 3 PRESENTATION TO TRANSDEV OPERATOR AND EMPLOYEE OF THE MONTH FOR JUNE 2018

Hector Fuentes, Transdev General Manager, announced that the Employee of the Month was Robert Taylor and the Operator of the Month was Cynthia Johnson. However, Mr. Taylor and Ms. Johnson were unable to attend the meeting.

SRP 4 LEGISLATIVE REPORT FOR JULY 2018

Judy Fry, Director of Finance and Administration, provided information regarding the final rules for the Public Transportation Agency Safety Plan and Safety Certification Training Program, four FY19 appropriations bills (Transportation/HUD, Financial Services, Agriculture, Interior), and the Better Utilizing Investments to Leverage Development (BUILD) and Bus & Bus Facilities discretionary grant opportunities.

She also provided an update regarding Assembly Bill (AB) 3124 (Length Limitations: Buses: bicycle transportation devices), AB2304 (Transit Pass Program), Senate Bill (SB) 1119 (Low Carbon Transit Operation Program), AB2034 (Human Trafficking), and AB2877 (Vehicular air pollution: nonemergency medical transport).

PUBLIC HEARING (PH):

PH 1 PUBLIC HEARING AND ADOPTION OF THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND GOAL-SETTING METHODOLOGY FOR FEDERAL FISCAL YEARS (FFY'S) 2019 THROUGH 2021 (OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021)

Norm Hickling, Development Services/DBE Officer, presented the staff report.

Chairman Crist opened the Public Hearing. There was no public input regarding this item.

Chairman Crist closed the Public Hearing. There was no Board discussion regarding this item.

Motion: (1) Consider any public comments received; (2) Close the public comment period; (3) Approve the new DBE program, Overall Goal-Setting Methodology, and goal of 4%; and (4) Adopt Resolution No. 2018-017, a Resolution of the Board of Directors of the Antelope Valley Transit Authority approving the revised Federal Transit Administration required DBE Program and Overall Goal-Setting Methodology for FFY's 2019 through 2021.

Moved by Director Hofbauer, seconded by Vice Chair Knippel

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

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

Nays: None

Abstain: None

Absent: Director Flanagan

CONSENT CALENDAR (CC):

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF JUNE 26, 2018

Approve the Board of Directors Regular Meeting Minutes of June 26, 2018.

CC 2 FINANCIAL REPORTS FOR MAY AND JUNE 2018

Receive and file the financial reports for May and June 2018.

- CC 3 FY18 FOURTH QUARTER LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) REPORT (APRIL 1 – JUNE 30, 2018)**
Receive and file the FY18 Fourth Quarter LASD report for the period covering April 1 through June 30, 2018.
- CC 4 RESOLUTION NO. 2018-011, AUTHORIZED AGENTS FOR THE CAP AND TRADE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)**
Adopt Resolution No. 2018-011, a Resolution of the Board of Directors of the Antelope Valley Transit Authority updating the authorized agents as required for the Cap and Trade LCTOP Program.
- CC 5 RESOLUTION NO. 2018-016, AUTHORIZED AGENTS FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) GRANT PROGRAM**
Adopt Resolution No. 2018-016, a Resolution of the Board of Directors of the Antelope Valley Transit Authority updating the authorized agents as required for the Cal OES Grant Program.
- CC 6 AGENCY CREDIT CARD POLICY, AND PROCUREMENT POLICY AND PROCEDURES MANUAL – REVISION NO. 7**
Approve the Agency's Credit Card Policy and Procurement Policy and Procedures Manual – Revision No. 7.
- CC 7 RESOLUTION NO. 2018-018, INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF)**
Adopt Resolution No. 2018-018, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the investment of monies in the LAIF.
- CC 8 AMENDMENT #1 TO AVTA CONTRACT #2017-08 WITH ANTELOPE VALLEY COLLEGE (AVC) FOR THE CAMPUS CONNECT STUDENT PASS PROGRAM**
Authorize the Executive Director/CEO to execute Amendment #1 to Contract #2017-08 with AVC for the Campus Connect Student Pass Program that adds three additional Academic School Years 2018/2019, 2019/2020 and 2020/2021, commencing on or about August 1 (Fall Semester) and ending on or about the following June 30 (Spring Semester).

Motion: Approve the Consent Calendar.

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

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

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

Nays: None

Abstain: None

Absent: Flanagan

NEW BUSINESS (NB):

NB 1 CONTRACT AWARD FOR AVTA ELECTRIC BUS CHARGING AT PALMDALE TRANSPORTATION CENTER

The Board waived the presentation of the staff report.

Motion: Authorize the Executive Director/CEO to execute Contract #2018-11 for the AVTA Electric Bus Charging at Palmdale Transportation Center to Amtek Construction, Whittier, CA, for the amount of \$353,547.78, plus applicable permit fees and sales tax.

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

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

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

Nays: None

Abstain: None

Absent: Flanagan

NB 2 2018 SUMMER/FALL SERVICE CHANGES

Addressing the Board on this matter.

Rick Norris – thanked staff for providing service to the VA Medical Center in West Los Angeles. He added that he presented a plan to the Veteran’s Administration in Washington, D.C. that would allow veterans to receive urgent care services in the Antelope Valley and hopes that eventually all services will be available locally.

Mark Perry, Director of Operations and Maintenance, detailed the service changes that will go into effect August 20, 2018.

Fran Sereseres – asked if the veterans would ride free to the VA Medical Center. Mr. Hickling responded that veterans would pay a half fare.

The Board discussed the length of service between AVC's Lancaster Campus and its Palmdale Center and veterans riding free. The Board thanked staff for coordinating service between AVC's Lancaster and Palmdale sites and the VA Medical Center. The Chairman directed Mr. Hickling to return to the Board with the number of veterans that use the service along with a recommendation to allow them to ride free.

Motion: (1) Approve staff's proposed Summer/Fall 2018 local service schedule and service delivery plan; (2) Direct staff to work with Transdev's local management team to implement approved schedule and plan; and (3) Direct staff to continue to monitor local service performance and provide periodic status reports to the Board.

Moved by Vice Chair Knippel, seconded by Director Hofbauer

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

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

Nays: None

Abstain: None

Absent: Flanagan

NB 3 COMMUNITY WORKFORCE AGREEMENT BETWEEN THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND UNIONS AND ANTELOPE VALLEY TRANSIT AUTHORITY

Addressing the Board on this matter.

Fran Sereseres – asked if the approval of this agreement would create jobs in the Antelope Valley.

Norm Hickling, Director of Development Services/DBE Officer, presented the staff report and noted the agreement will establish labor relations policies and procedures for the AVTA and craft employees represented by unions engaged in AVTA's facility improvement projects.

Addressing the Board on this matter.

Chris Hannon – spoke in favor of the agreement adding it will give first priority to veterans and students who have graduated from AVC's pre-apprenticeship classes and AV Youth Build.

Mitch Klein – explained the benefits of the Helmets to Hardhats apprenticeship training program.

Kathryn Mac-Laren – spoke in favor of the community working together.

There was no Board discussion regarding this item.

Motion: Authorize the Executive Director/CEO to execute a Community Workforce Agreement. The agreement establishes labor relations policies and procedures for the Antelope Valley Transit Authority (AVTA) and craft employees represented by unions engaged in AVTA's inductive battery-electric improvement projects. The duration of the agreement will be for a two-year term, with three one-year optional renewals upon mutual written agreement of the noted parties. The agreement will not exceed a five-year period.

Moved by Director Hofbauer, seconded by Vice Chair Knippel

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

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

Nays: None

Abstain: None

Absent: Flanagan

CLOSED SESSION (CS):

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

Allison Burns, General Counsel, stated the Board did not need to recess to Closed Session.

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 Report by the Executive Director/CEO Macy Neshati

Mr. Neshati presented the funding allocations and the budget impact to AVTA if Senate Bill 1 – Transportation Funding is repealed.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

Vice Chair Knippel thanked staff for bringing the AVC service to fruition.

Director Underwood-Jacobs echoed Ms. Mac-Laren's comments regarding community partnerships.

ADJOURNMENT:

Chairman Crist adjourned the meeting at 11:01 a.m. to the next Regular meeting of the Board of Directors on August 28, 2018 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 AUGUST, 2018

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: August 28, 2018
TO: BOARD OF DIRECTORS
SUBJECT: Financial Reports for June and July 2018

RECOMMENDATION

That the Board of Directors receive and file the following Financial Reports for June and July 2018:

Fiscal Year-to-Date Budget versus Actual report dated June 30, 2018 (Attachment A); Draft, unaudited Financial Statements for the 12 months ended June 30, 2018 (Attachment B); Treasurer's Report for the month ended June 30, 2018 (Attachment C); Payroll History Report for the three months ended July 31, 2018 (Attachment D); Cash Disbursements Reports for the month ended July, 2018 (Attachment E).

FISCAL IMPACT

Payroll: The July payroll of \$196,381 is lower than the rolling six-month average for payroll expense by \$28,770 or 12.65%. July's total reflects a more normal payroll in light of the employee position changes in recent prior months.

Cash Disbursements: \$6,491,848.

Draft, unaudited Financial Statements (accrual basis): Change in Net Position: \$9,917,727 which includes YTD depreciation expense of \$4,233,182.

BACKGROUND

To comply with the provisions required by Sections 37202, 37208 and 6505.5 of the Government Code, the Director of Administration and Finance prepares the Budget versus Actual report, Interim Financial Statements, Treasurer's Report, Payroll History Report, and the Cash Disbursements Report, and submits them to the Executive Director/CEO and Treasurer who certifies the availability of funds for all the reports

presented herein. These reports are hereby submitted to the Board of Directors for ratification.

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

Payroll Period	Amount	Journal #
07/07/18	\$96,466.98	PYPKT01132
07/21/18	\$99,914.30	PYPKT01140
Gross Pay, July 2018	\$196,381.28	

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

Register Date	Amount
07/01/18-07/31/18	\$6,491,848

Large items include:

Transdev, Inc. (June, 2018)	1,259,379
Pinnacle Petroleum (fuel - June 2018)	112,494
IntelliRide (Dial-A-Ride services for June, 2018)	124,563
Taft Electric Company - inductive charging construction costs	62,669
Deere & Company - (2) two utility vehicles for AVTA facility	35,788
California Choice (group health insurance - August 2018)	36,952
BYD Coach & Bus LLC - purchase of (7) seven 40ft electric buses	4,615,061
W.A.V.E. - secondary charging systems #2-44 (#1-2)	103,000
TransTrack Systems, Inc. - annual software renewal	41,259
Total of large items selection	\$6,391,165

These items comprise 98.4% of total expenditures for the month.

Operating Cash

Major cash components as of June 30, 2018:

Cash per general ledger	\$20,548,649
Less restricted funds	(20,255,569)
Projected net cash inflows/(outflows) for the following month	8,531,198
Projected cash available for operations in the following month	8,824,278

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

BUDGET TO ACTUAL SUMMARY NARRATIVE

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

Operating income/(loss) (net of depreciation) was favorable to budget by \$1,741K.

Revenues were unfavorable to budget by \$480K.

Fare revenue less than budget (\$500k).

Expenses were favorable to budget by \$2,221K.

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

I, Macy Neshati, Executive Director and CEO of AVTA, declare that the attached reports are accurate and correct.

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Director of Finance & Administration

Macy Neshati
Executive Director/CEO

Attachments:

A – Budget versus Actual Report as of YTD June 30, 2018

B – Draft Financial Statements for the 12 months ended June, 2018

C – Treasurer’s Report and Cash Flow Projection for the month of June 30, 2018

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

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

ANTELOPE VALLEY TRANSIT AUTHORITY
BUDGET VS. ACTUALS - OPERATING INCOME STATEMENT
For the 12 months ended June 30, 2018

DESCRIPTION	YEAR-TO-DATE		
	BUDGET	ACTUAL	VARIANCE
REVENUE			
FARE REVENUE	5,500,000	4,996,233	(503,767)
MTA FUNDS	11,002,592	10,882,937	(119,655)
FTA FUNDS	6,575,001	6,660,256	85,255
JURISDICTIONAL CONTRIBUTIONS	3,377,085	3,306,164	(70,921)
OTHER REVENUE	187,199	316,367	129,168
TOTAL REVENUE	26,641,877	26,161,958	(479,919)
EXPENSES			
CONTRACT SERVICES	16,332,204	16,069,098	263,106
FUEL & ELECTRICITY FOR OPERATIONS	2,323,391	2,435,510	(112,119)
OTHER OPERATING EXPENSES	354,612	276,753	77,859
WAGES	2,623,300	2,684,730	(61,430)
BENEFITS	985,474	848,103	137,371
LEGAL	104,598	226,360	(121,762)
CONSULTING	109,032	261,098	(152,066)
ADVOCACY	266,020	238,096	27,924
TRAVEL	90,006	82,553	7,453
IT MAINTENANCE & LICENSES	218,868	259,283	(40,415)
UTILITIES	178,903	190,435	(11,532)
GENERAL & ADMINISTRATION EXPENSES	3,055,469	848,517	2,206,952
TOTAL EXPENSES	26,641,877	24,420,534	2,221,343
OPERATING INCOME/(LOSS)	0	1,741,424	1,741,424

ANTELOPE VALLEY TRANSIT AUTHORITY
EXPENDITURES BY DEPARTMENT
For the 12 months ended June 30, 2018

DESCRIPTION	YEAR-TO-DATE		
	BUDGET	ACTUAL	VARIANCE
TOTAL REVENUE	26,641,877	26,161,958	(479,919)
EXPENDITURES BY DEPARTMENT			
EXECUTIVE SERVICES	2,067,427	2,158,478	(91,051)
OPERATIONS & MAINTENANCE	20,360,383	20,293,769	66,614
FINANCE	1,290,989	1,247,823	43,166
CUSTOMER SERVICE	873,768	720,464	153,304
ALLOCATIONS	2,049,310	(0)	2,049,310
TOTAL EXPENSES	26,641,877	24,420,534	2,221,343
OPERATING INCOME/(LOSS)	0	1,741,424	1,741,424

ANTELOPE VALLEY TRANSIT AUTHORITY
VARIANCES BY DEPARTMENT
For the 12 months ended June 30, 2018

		COMMENTS (\$000's)
REVENUE	P	Fare Revenue (\$504)
	T	Operating Contributions (\$71)
	P	Advertising Revenue \$11
	T	MTA Revenues (\$120)
	T	5307 Funds (PM & Operating Support) \$85
	P	Other Revenue \$118
EXECUTIVE SERVICES	P	Wages & Benefits \$31
	P	Legal (\$122)
	P	Marketing \$78
	P	Printing \$25
	P	Consulting (\$152)
	P	Advocacy \$28
	P	Professional Development \$23
OPERATIONS & MAINTENANCE	P	Wages & Benefits (\$111)
	P	Contract Services (Transdev/IntelliRide) \$263
	P	Fossil Fuel for Fleet Operations (\$112)
	P	JARC-DAR Program\$0
	P	I.T. Categories (incl Software Licensing) (\$40)
	P	Utilities (\$12)
	P	Grantable PM & Operating Support \$78
FINANCE	P	Wages & Benefits (\$25)
	P	Liability, Fire & Other Insurance \$5
	P	Audit \$13
	P	Bank Fees \$3
	P	Inventory Adjustment\$44
CUSTOMER SERVICE	P	Wages & Benefits \$145
	P	Sponsorships (\$19)
	P	Charitable Contributions \$24
	P	Misc. Special Events \$18
	P	LASD/Private Security (\$26)
ALLOCATIONS (NET OF DEPRECIATION)	T	Contingency (Restricted) & GASB Adjustments \$2049

P = Permanent difference
T = Timing difference



STATEMENT OF NET POSITION

	<u>As of</u> <u>June 30, 2018</u> <i>Unaudited</i>	<u>As of</u> <u>June 30, 2017</u> <i>Audited</i>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 20,548,649	\$ 19,727,227
Due from other governments	13,183,814	2,726,858
Other receivables	95,949	605,368
Inventory	326,350	282,354
Prepaid items	381,888	402,704
Total Current Assets	34,536,650	23,744,511
NONCURRENT ASSETS		
Capital assets, net of depreciation	55,209,273	54,815,693
Total Assets	89,745,923	78,560,204
DEFERRED OUTFLOWS OF RESOURCES		
Pension plan contributions	888,674	888,674
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable	4,700,332	3,022,786
Accrued payroll and related	48,233	42,597
Compensated absences	304,551	362,906
Deferred Revenue - Prop 1B	2,023,011	2,395,496
Other Liabilities	15,651	-
Total Current Liabilities	7,091,778	5,823,785
NONCURRENT LIABILITIES		
Net pension plan liability	880,874	880,874
Total Liabilities	7,972,652	6,704,659
Deferred inflows of resources		
Net pension plan assumption differences	142,398	142,398
Unearned Revenue	6,500	6,500
Total deferred inflows of resources	148,898	148,898
NET POSITION		
Invested in Capital Assets	55,209,273	54,815,693
Restricted for Capital Acquisition	6,471,538	6,364,214
Unrestricted	20,832,236	11,415,414
Total Net Assets	\$ 82,513,047	\$ 72,595,321



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

	For the 12 Months ending June 30, 2018 <i>Unaudited</i>	For the 12 Months ending June 30, 2017 <i>Audited</i>
OPERATING REVENUES		
Charges for services:		
Passenger fares	\$ 4,996,233	\$ 5,041,398
Total operating revenues	<u>4,996,233</u>	<u>5,041,398</u>
OPERATING EXPENSES		
Purchased transportation services:		
Outside transit contract	16,069,098	15,191,275
Fuel	2,228,593	1,882,075
Other operating costs	960,424	837,546
General and administrative	5,162,419	4,720,280
Total operating expenses, net of depreciation	<u>24,420,534</u>	<u>22,631,177</u>
Operating gain/(loss), net of depreciation	(19,424,300)	(17,589,779)
Depreciation	4,233,182	4,022,844
Total operating expenses	<u>28,653,715</u>	<u>26,654,020</u>
Operating gain/(loss)	<u>(23,657,481)</u>	<u>(21,612,622)</u>
NONOPERATING REVENUES/(EXPENSES)		
Interest Income	127,848	46,215
Local grants - MTA	10,882,937	8,859,197
Federal non-capital grants	6,660,256	6,784,749
Member agency contributions	3,306,164	3,371,198
Grantable expenses	(193,958)	(104,511)
Other	188,518	121,024
Total nonoperating revenues and expenses	<u>20,971,764</u>	<u>19,077,872</u>
Gain/(Loss) before capital contributions	<u>(2,685,717)</u>	<u>(2,534,750)</u>
CAPITAL CONTRIBUTIONS		
Capital grants	12,142,550	1,035,693
Member agency contributions	460,894	460,896
Total capital contributions	<u>12,603,445</u>	<u>1,496,589</u>
CHANGE IN NET POSITION	9,917,727	(1,038,161)
NET POSITON, BEGINNING OF PERIOD	<u>72,595,321</u>	<u>73,633,482</u>
NET POSITION, END OF PERIOD	<u>\$ 82,513,047</u>	<u>\$ 72,595,321</u>

**STATEMENT OF CASH FLOWS**

	For the 12 Months ending June 30, 2018 <i>Unaudited</i>	For the 12 Months ending June 30, 2017 <i>Audited</i>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	4,996,233	5,041,398
Non-operating miscellaneous revenue received	188,518	343,930
Cash payments to suppliers for goods and services	(18,652,298)	(16,744,438)
Cash payments to employees for services	(3,515,209)	(3,585,200)
Net cash used in operating activities	<u>(16,982,757)</u>	<u>(14,944,310)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Operating grants received	10,776,692	19,555,786
Contributions received from member agencies	3,306,164	3,352,352
Net cash provided by non-capital financing activities	<u>14,082,856</u>	<u>22,908,138</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Acquisition of capital assets	(3,891,955)	(9,905,478)
Proceeds received from sale of capital assets	-	120,305
Capital grants received	7,218,492	1,408,381
Capital expenses	(193,958)	(104,511)
Capital contributions received from member agencies	460,894	460,896
Net cash used in capital and related financing activities	<u>3,593,474</u>	<u>(8,020,407)</u>
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES:		
Interest received	127,848	46,215
Net cash provided by investing activities:	<u>127,848</u>	<u>46,215</u>
Net increase/(decrease) in cash and cash equivalents	821,421	(10,364)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>19,727,227</u>	<u>19,737,591</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>20,548,649</u></u>	<u><u>19,727,227</u></u>



STATEMENT OF CASH FLOWS

	For the 12 Months ending June 30, 2018	For the 12 Months ending June 30, 2017
	<i>Unaudited</i>	<i>Audited</i>
Reconciliation of operating income (loss) to net cash used in operating activities (Indirect Method):		
Operating Loss	(23,657,481)	(21,612,622)
Adjustments to Net Cash used in Operating Activities		
Depreciation	4,233,182	4,022,844
Miscellaneous income	188,518	343,930
(Increase) decrease in other receivables	(6,703)	(258,658)
(Increase) decrease in inventory	(43,996)	(19,901)
(Increase) decrease in prepaid items	(338,665)	66,934
(Increase) decrease in deferred outflows of resources	-	(262,630)
Increase (decrease) in accounts payable	2,795,072	1,413,340
Increase (decrease) in accrued payroll	50,210	4,082
Increase (decrease) in compensated absences payable	(58,355)	(41,841)
Increase (decrease) in other liabilities	142,398	-
Increase (decrease) in deferred revenue/(Prop 1B)	-	1,302,320
Increase (decrease) in net pension liability	-	251,858
Increase (decrease) in deferred inflows of resources	(286,934)	(153,966)
Net Cash used in operating activities	<u>(16,982,757)</u>	<u>(14,944,310)</u>

Notes

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

ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report and Cash Flow Projection
For the Month Ended 6/30/2018

Investment Type	Description	Beginning Balance	Deposits	Disbursements	Interest	Ending Balance
Cash and Investments Under the Direction of the Treasurer						
Local Agency Investment Fund (LAIF) - Capital Reserve		6,771,629	114,000		31,710	6,917,339
Interest (earned quarterly)						
Proposition 1B Restricted Fund*		2,052,518			83	2,052,601
Interest earned for the month						
Union Bank - LCTOP		214,449		159,483	3	54,969
Interest earned for the month						
* Deferred revenue, recorded as liability until associated expense incurred.						
TOTAL CAPITAL RESERVE AND RESTRICTED FUNDS		9,038,596	114,000	159,483	31,796	\$9,024,908
Wells Fargo - Operating Reserves - CDs		250,000		-		250,000
Wells Fargo - Staging		2,695		-		2,695
Wells Fargo - Money Market Fund		2,574,387		-	3,578	2,577,966
TOTAL OPERATING RESERVE		2,827,083	-	-	3,578	\$2,830,661
General, Payroll & Payable Accounts		9,841,397				
Operating Accounts Analysis						
	FTA		-			
	Cash Fares		272,536			
	Vendor Pass Sales Revenue		81,923			
	Low Carbon Transit Ops Program (LCTOP)		159,483			
	MTA Revenue		978,913			
	Non-Transportation Revenue		6,751			
	Cash Disbursement for The Month			2,186,215		
	Transferred to acct - LCTOP/LAIF			114,000		
	Employee Payroll			279,509		
	Employee Deductions			35,178		
	Employer Payroll Taxes			9,882		
	CalPERS - AVTA paid			22,772		
	Bank Fees			1,305		
	Net Operating Funds	9,841,397	1,499,606	2,648,862	-	8,692,142
Petty Cash Balance		938	-	-	-	938
TOTAL CASH AND INVESTMENTS		21,708,013	1,613,606	2,808,345	35,374	\$ 20,548,649

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

Prepared by:

Submitted by:

James Mannie
 Finance Manager

Judy Vaccaro-Fry
 Director of Finance & Administration

ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report and Cash Flow Projection
For the Month Ended 6/30/2018

Descriptions	\$ Subtotal	\$ Total
BALANCE FROM THE REPORT		\$ 20,548,649
<u>Less Restricted Funds</u>		
Proposition 1B/LCTOP (Deferred Revenue)		(2,107,569)
Operating Reserve (Wells Fargo)		(2,830,661)
Capital Reserve (LAIF)		(6,917,339)
Reserve for BYD Bus Deliveries		(3,000,000)
Restricted for Operations		(5,400,000)
RESTRICTED CASH		(20,255,569)
UNRESTRICTED CASH		\$ 293,080
NET RECEIVABLE AND PAYABLE FOR THE MONTH ENDED JUNE 30, 2018		
Add Accounts receivable:		
FTA funds	\$ 8,038,802	
MTA Revenue	473,052	
Vendor Pass Sales/Transporter/State	4,767,909	
Other	0	
	<u>13,279,763</u>	13,279,763
Less Payables & Payroll:		
Accounts Payable & Accrued Invoices	(4,616,291)	
Payroll & Related, Other	(132,274)	
		<u>(4,748,565)</u>
NET INFLOW/(OUT FLOW) OF CASH --- A/R, A/P		8,531,198
PROJECTED CASH AVAILABLE IN THE NEXT 30 DAYS:		\$ 8,824,278
OPERATING CASH REQUIRED MONTHLY - AVERAGE		\$ 1,800,000
Operating Cash Coverage per Monthly Average:		4.9

**ANTELOPE VALLEY TRANSIT AUTHORITY
PAYROLL HISTORY REPORT
MAY - JULY 2018**

	May Total	June Total	July Total
Number of Pay <u>Periods</u> :	2	2	2
<u>EARNINGS</u>			
Regular Pay	\$ 181,955.45	\$ 187,989.82	\$ 158,402.92
Overtime Pay	3,271.58	634.99	2,678.38
Vacation Pay	8,608.85	11,971.21	15,518.68
Double Time Pay	-	-	-
Sick Pay	4,749.60	5,240.27	5,461.72
Final Pay	-	-	-
Bereavement Pay	-	-	-
Holiday Pay	-	9,768.07	10,980.86
Bonus Pay	-	-	-
Floating Holiday Pay	141.38	1,571.52	636.14
Retroactive Pay	-	183.54	-
TOTAL, ALL PAY CATEGORIES	\$ 198,726.86	\$ 217,359.42	\$ 193,678.70
Vacation Cash Out	12,252.06	2,441.20	902.58
Floater Cash Out	-	6,160.65	-
Deferred Income 457	1,261.80	1,000.00	1,000.00
Stipend --- Cell phone reimbursements	307.50	687.50	800.00
TOTAL PAYROLL	\$ 212,548.22	\$ 227,648.77	\$ 196,381.28
Inc(Dec)-Curr month over prev month		\$ 15,100.55	\$ (31,267.49)
% Inc(Dec)-Curr month over prev month		7.10%	(13.73%)



Antelope Valley Transit Authority

Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 07/01/2018 - 07/31/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: V0306 - Airdraulics				
23754	07/05/2018	Transmission jack repair	100-2FF-5-G1-9401038	981.41
			Vendor V0306 - Airdraulics Total:	981.41
Vendor: V1298 - Andy Gump Inc.				
23755	07/05/2018	Septic tank and servicing (6 months)	100-2FF-5-G1-9401013	2,164.41
			Vendor V1298 - Andy Gump Inc. Total:	2,164.41
Vendor: V0865 - Antelope Valley Sheriff's Boosters				
23759	07/11/2018	Sponsorship-Casino Night	100-5CS-5-G1-9501039	2,500.00
			Vendor V0865 - Antelope Valley Sheriff's Boosters Total:	2,500.00
Vendor: V0377 - Apollo Video Technology				
23800	07/25/2018	RR-MRHHDA Hard Disk Adapter for RoadRunner MRH DVR	600-1XX-5-J1-9909072	146.40
23800	07/25/2018	RR-MRHHDA Hard Disk Adapter	600-1XX-5-J1-9909072	142.69
			Vendor V0377 - Apollo Video Technology Total:	289.09
Vendor: V0244 - AT&T Mobility				
23801	07/25/2018	Mobile charges-5/7/18-6/6/18(May 2018)	100-2FF-5-G1-9401025	524.78
23801	07/25/2018	Fleet wi-fi balance on account-6/7/18-7/6/18	100-2FF-5-G1-9201011	100.00
23801	07/25/2018	Mobile charges-6/7/18-7/6/18(June 2018)	100-2FF-5-G1-9401025	325.92
			Vendor V0244 - AT&T Mobility Total:	950.70
Vendor: V0248 - Atkinson, Andelson, Loya, RUUD				
23802	07/25/2018	Legal services, June 2018	100-1EX-5-G1-9501005	1,791.71
			Vendor V0248 - Atkinson, Andelson, Loya, RUUD Total:	1,791.71
Vendor: V0370 - Bank Supplies				
23803	07/25/2018	Count room supplies	100-3FS-5-G1-9501009	76.38
			Vendor V0370 - Bank Supplies Total:	76.38
Vendor: V0582 - Board of Equalization- Fuel Taxes Division				
23783	07/18/2018	Diesel fuel tax-April-June 2018	100-2FF-5-G1-9201005	2,020.00
			Vendor V0582 - Board of Equalization- Fuel Taxes Division Total:	2,020.00
Vendor: V0239 - BOHN'S Printing				
23804	07/25/2018	Car Cards (WIFI on Buses)	100-1EX-5-G1-9501018	1,067.63
			Vendor V0239 - BOHN'S Printing Total:	1,067.63
Vendor: V1174 - BYD Coach & Bus LLC				
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8506	600-1XX-5-J1-9919086	659,294.37
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8507	600-1XX-5-J1-9919086	659,294.37
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8508	600-1XX-5-J1-9919086	659,294.37
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8510	600-1XX-5-J1-9919086	659,294.37
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8511	600-1XX-5-J1-9919086	659,294.37
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8505	600-1XX-5-J1-9919086	659,294.37
23805	07/25/2018	TIRCP2 40ft Transit Buses-VIN#8509	600-1XX-5-J1-9919086	659,294.37
			Vendor V1174 - BYD Coach & Bus LLC Total:	4,615,060.59
Vendor: V1139 - California Choice				
23760	07/11/2018	C Konisek Health Insurance-COBRA(August 2018)	100-000-2-B1-4011013	903.15
23760	07/11/2018	Group Health Insurance (EE)- August 2018	100-000-2-B1-4011013	5,764.99
23760	07/11/2018	Group Health Insurance (ER)- August 2018	100-1ZZ-5-G1-9701612	30,283.80
			Vendor V1139 - California Choice Total:	36,951.94
Vendor: V0416 - Carquest of Lancaster #7305				
23761	07/11/2018	Full synthetic oil	100-2FF-5-G1-9411038	47.26
23806	07/25/2018	Brake pad set ceramic	100-2FF-5-G1-9411038	95.25
23761	07/11/2018	Synthetic oil	100-2FF-5-G1-9411038	83.14
23806	07/25/2018	Spark plug V Power, fuel filter	100-2FF-5-G1-9411038	22.27
23806	07/25/2018	Vacuum pump oil	100-2FF-5-G1-9411038	10.94
23806	07/25/2018	Brake parts for unit 216	100-2FF-5-G1-9401038	153.28
23806	07/25/2018	Brake parts for unit 216	100-2FF-5-G1-9401038	17.49
23806	07/25/2018	Brake parts for unit 216	100-2FF-5-G1-9411038	87.58
			Vendor V0416 - Carquest of Lancaster #7305 Total:	517.21



Antelope Valley Transit Authority

Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 07/01/2018 - 07/31/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: V1213 - Cash It Quick				
23784	07/18/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
23784	07/18/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
23784	07/18/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
23784	07/18/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
Vendor V1213 - Cash It Quick Total:				200.00
Vendor: V1136 - CDW-G				
23807	07/25/2018	Lenovo ThinkPlus Optical 3-Button Travel Mouse	600-1XX-5-J1-9909072	17.29
23807	07/25/2018	Lenovo ThinkPad Executive Leather Case	600-1XX-5-J1-9909072	78.84
23807	07/25/2018	Lenovo ThinkPlus Optical 3-Button Travel Mouse	600-1XX-5-J1-9909072	34.58
23807	07/25/2018	(3) Lenovo ThinkPads T480	600-1XX-5-J1-9909072	5,506.81
23807	07/25/2018	Recycling Fee	600-1XX-5-J1-9909072	15.00
23807	07/25/2018	Lenovo ThinkPad Executive Leather Case	600-1XX-5-J1-9909072	157.68
Vendor V1136 - CDW-G Total:				5,810.20
Vendor: V0024 - City of Lancaster				
23808	07/25/2018	AVTA Contract No. 2019-10 - Plan Check	600-1XX-5-J1-9909200	342.00
Vendor V0024 - City of Lancaster Total:				342.00
Vendor: V0812 - DeeAnna Cason				
23809	07/25/2018	Lunch-GM Meeting	100-1EX-5-G1-9501019	67.94
23809	07/25/2018	Parking for SB-1 workshop	100-1EX-5-G1-9501019	23.00
23809	07/25/2018	Dump the pump outreach-water bottles	100-1EX-5-G1-9501019	20.76
23809	07/25/2018	Snacks DBE Outreach	100-1EX-5-G1-9501019	7.38
23809	07/25/2018	Snacks DBE Outreach meeting	100-1EX-5-G1-9501019	6.99
23809	07/25/2018	Decorations-Retirement party for L Engel	100-2FF-5-G1-9501029	31.02
23809	07/25/2018	Felt pen for Tyler signature	100-3FS-5-G1-9501009	4.70
23809	07/25/2018	Train reimbursement-BOS Meeting in LA	100-1EX-5-G1-9501019	21.50
Vendor V0812 - DeeAnna Cason Total:				183.29
Vendor: V1276 - Deere & Company				
23756	07/05/2018	(2) Utility Vehicles for facility	600-1XX-5-J1-9910006	35,788.44
Vendor V1276 - Deere & Company Total:				35,788.44
Vendor: V1123 - Eastside Checks Cashed				
23785	07/18/2018	CPOS Blanket Reimbursement	100-3FS-5-G1-9501037	50.00
Vendor V1123 - Eastside Checks Cashed Total:				50.00
Vendor: V0489 - Eugene Greene				
23786	07/18/2018	Backflow valve repair (fuel Island)	100-2FF-5-G1-9411038	368.02
Vendor V0489 - Eugene Greene Total:				368.02
Vendor: V0046 - Federal Express				
23810	07/25/2018	Shipping charges	100-3FS-5-G1-9501010	104.74
Vendor V0046 - Federal Express Total:				104.74
Vendor: V0176 - First Place Awards				
23811	07/25/2018	Plaque-Employee of the Quarter	100-3FS-5-G1-9501009	38.33
Vendor V0176 - First Place Awards Total:				38.33
Vendor: V0194 - Frontier Communications				
23812	07/25/2018	Telephone, 7/13/18-8/12/18	100-2FF-5-G1-9401025	461.91
Vendor V0194 - Frontier Communications Total:				461.91
Vendor: V1255 - Geraldina Romo				
23757	07/05/2018	Hotel reimb-National Rapid Transit Conference	100-1EX-5-G1-9501019	469.82
Vendor V1255 - Geraldina Romo Total:				469.82
Vendor: V0125 - Grainger				
23813	07/25/2018	workstaion	600-1XX-5-J1-9909068	868.20
23762	07/11/2018	Workstations	600-1XX-5-J1-9909068	1,823.04
23787	07/18/2018	HDMI cable	100-2FF-5-G1-9411038	33.79
23813	07/25/2018	conference white board	600-1XX-5-J1-9909068	1,103.57
23813	07/25/2018	conference table	600-1XX-5-J1-9909068	501.84
23787	07/18/2018	Union, 2 in, Nipple, 1-1/2 in, mnpt steel	100-2FF-5-G1-9411038	74.59
23813	07/25/2018	Hand Applicator, Vinyl Blue	100-2FF-5-G1-9411038	44.33
Vendor V0125 - Grainger Total:				4,449.36



Antelope Valley Transit Authority

Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 07/01/2018 - 07/31/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: V0156 - Greater Antelope Valley Economic Alliance				
23788	07/18/2018	Atlantis Investor Membership FY 19	100-1EX-5-G1-9501006	2,500.00
Vendor V0156 - Greater Antelope Valley Economic Alliance Total:				2,500.00
Vendor: V0624 - Home Depot Credit Services				
23763	07/11/2018	Evaporative cooler pads	100-2FF-5-G1-9401038	350.18
23763	07/11/2018	Bollard painting project materials	100-2FF-5-G1-9401038	298.32
23763	07/11/2018	Facility equipment	100-2FF-5-G1-9401038	86.29
23763	07/11/2018	Evap cooler repiar stc	100-2FF-5-G1-9401038	19.26
23763	07/11/2018	Shop vac for transdev maint crew	100-2FF-5-G1-9401038	174.11
Vendor V0624 - Home Depot Credit Services Total:				928.16
Vendor: V0474 - Insight- Public Sector				
23814	07/25/2018	Dell 1320c Black Toner Cartridge	100-2FF-5-G1-9401009	213.53
23814	07/25/2018	Zebra Z-Select 4000T Label Multi-Pack	100-2FF-5-G1-9401009	103.72
23814	07/25/2018	HP 645A Cyan Toner Cartridge	100-2FF-5-G1-9401009	919.80
23814	07/25/2018	HP 645A Magenta Toner Cartridge	100-2FF-5-G1-9401009	459.90
23814	07/25/2018	HP 645A Yellow Toner Cartridge	100-2FF-5-G1-9401009	459.90
23814	07/25/2018	HP 645A Black Toner Cartridge	100-2FF-5-G1-9401009	301.13
23814	07/25/2018	Logitech Wireless Desktop MK320 Keyboard/Mouse Set	600-1XX-5-J1-9909072	180.68
Vendor V0474 - Insight- Public Sector Total:				2,638.66
Vendor: V1057 - IntelliRide				
23789	07/18/2018	Dial-a-ride Service, June 2018	100-000-4-D1-6001400	(10,238.50)
23789	07/18/2018	Dial-a-ride Service, June 2018	100-2FF-5-G1-9001014	124,589.80
23789	07/18/2018	June 2018 ETP Service	100-2FF-5-G1-9401031	7,866.00
23789	07/18/2018	June 2018 DAR Fare Coupons	100-000-4-D1-6001400	2,346.00
Vendor V1057 - IntelliRide Total:				124,563.30
Vendor: V0057 - Interior Plant Designs				
23764	07/11/2018	Plant Maintenance/Service-July 2018	100-2FF-5-G1-9401005	220.00
Vendor V0057 - Interior Plant Designs Total:				220.00
Vendor: V0492 - Interstate Battery System				
23815	07/25/2018	Batteries for floor scrubber	100-2FF-5-G1-9411038	884.54
Vendor V0492 - Interstate Battery System Total:				884.54
Vendor: V0157 - Iron Mountain Records Mgmt Inc				
23765	07/11/2018	Offsite shred service	100-2FF-5-G1-9401005	86.70
Vendor V0157 - Iron Mountain Records Mgmt Inc Total:				86.70
Vendor: V0384 - Johnstone Supply				
23766	07/11/2018	Ice maker door assembly	100-2FF-5-G1-9401038	24.99
23766	07/11/2018	Board room under floor fan motor	100-2FF-5-G1-9401038	303.75
23766	07/11/2018	Ice maker door assembly-shipping only	100-2FF-5-G1-9401038	25.00
23766	07/11/2018	Cylinder	100-2FF-5-G1-9401038	3.04
23766	07/11/2018	Board room under floor fan speed controler	100-2FF-5-G1-9401038	180.94
23816	07/25/2018	Ice machine bin door	100-2FF-5-G1-9401038	364.19
23816	07/25/2018	TOCF10 440/370V-Facility upkeep	100-2FF-5-G1-9411038	9.53
Vendor V0384 - Johnstone Supply Total:				911.44
Vendor: V0846 - Judy Vaccaro-Fry				
23767	07/11/2018	Reimbursement-CTA Exec Committee Conference	100-1EX-5-G1-9501019	364.56
Vendor V0846 - Judy Vaccaro-Fry Total:				364.56
Vendor: V0806 - Kelly Alcuran				
23758	07/05/2018	Preparation of Budget for FY 19-Consulting	100-1EX-5-G1-9501013	287.50
23758	07/05/2018	Preparation of Budget for FY 19-Consulting	100-1EX-5-G1-9501013	1,232.50
Vendor V0806 - Kelly Alcuran Total:				1,520.00
Vendor: V0421 - Lancaster Chamber of Commerce				
23790	07/18/2018	AV Fair Parade Entry fee	100-1EX-5-G1-9501029	50.00
Vendor V0421 - Lancaster Chamber of Commerce Total:				50.00
Vendor: V1301 - Len Engel				
23799	07/19/2018	Reimbursement-Consulting services-travel	100-1EX-5-G1-9501013	1,573.93
Vendor V1301 - Len Engel Total:				1,573.93



Antelope Valley Transit Authority

Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 07/01/2018 - 07/31/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: V1107 - LPM Consulting Inc.				
23768	07/11/2018	LPM Consulting for March-June 2018	100-3FS-5-G1-9501027	10,063.50
Vendor V1107 - LPM Consulting Inc. Total:				10,063.50
Vendor: V1302 - Macy Neshati				
23769	07/11/2018	Reimbursement-Business lunches, fuel, parking	100-1EX-5-G1-9501019	169.20
23769	07/11/2018	Car Allowance-July 2018	100-1EX-5-G1-9701415	600.00
Vendor V1302 - Macy Neshati Total:				769.20
Vendor: V0720 - Mail America 2- Palmdale				
23770	07/11/2018	LIFE Coupons-June 2018	100-3FS-5-G1-9501037	264.00
Vendor V0720 - Mail America 2- Palmdale Total:				264.00
Vendor: V0169 - Mar-Co Equipment Company				
23817	07/25/2018	Hose and brush kit for Lincoln sweeper	100-2FF-5-G1-9411038	64.36
23817	07/25/2018	Hose and brush kit for Lincoln sweeper	100-2FF-5-G1-9411038	434.61
Vendor V0169 - Mar-Co Equipment Company Total:				498.97
Vendor: V1212 - Master's Refreshment Services				
23771	07/11/2018	Coffee Supplies	100-3FS-5-G1-9501009	211.96
Vendor V1212 - Master's Refreshment Services Total:				211.96
Vendor: V0292 - McMaster-Carr Supply Co.				
23772	07/11/2018	Aluminum rectangular tube	100-2FF-5-G1-9401038	72.62
Vendor V0292 - McMaster-Carr Supply Co. Total:				72.62
Vendor: V0626 - Moore & Associates				
23773	07/11/2018	2017-37 Planning & Operational Support Services	100-1EX-5-G1-9501013	3,120.58
Vendor V0626 - Moore & Associates Total:				3,120.58
Vendor: V0987 - OPSEC Specialized Protection				
23791	07/18/2018	Opsec Security for FY 2018-June 2018	100-5CS-5-G1-9501034	4,430.00
Vendor V0987 - OPSEC Specialized Protection Total:				4,430.00
Vendor: V0756 - Pierce Heating and Air conditioning				
23774	07/11/2018	A/C #1 final repair of leaking condenser line	100-2FF-5-G1-9401038	1,325.00
23774	07/11/2018	HVAC unit #1 emergency repair	100-2FF-5-G1-9401038	500.00
Vendor V0756 - Pierce Heating and Air conditioning Total:				1,825.00
Vendor: V0078 - Pinnacle Petroleum Inc				
23775	07/11/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,745.94
23775	07/11/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,187.85
23775	07/11/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,290.21
23775	07/11/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,782.76
23775	07/11/2018	Fuel, June 2018	100-2FF-5-G1-9201003	22,487.20
Vendor V0078 - Pinnacle Petroleum Inc Total:				112,493.96
Vendor: V0755 - Pitney Bowes Inc				
23792	07/18/2018	Postage machine quarterly lease	100-3FS-5-G1-9501010	165.24
Vendor V0755 - Pitney Bowes Inc Total:				165.24
Vendor: V1095 - Satmodo				
23818	07/25/2018	AVTA Contract No. 2019-07 - Sat Phone Srvcs	100-2FF-5-G1-9401009	2,219.04
Vendor V1095 - Satmodo Total:				2,219.04
Vendor: V0403 - Southern California Edison				
23793	07/18/2018	Ebus elect-Lancaster City park-5/31/18-6/29/18	100-2FF-5-G1-9201010	171.97
23793	07/18/2018	Utilities-5-18-18 to 6-19-18	100-2FF-5-G1-9401021	4,152.21
Vendor V0403 - Southern California Edison Total:				4,324.18
Vendor: V0493 - Standard Insurance Company				
23776	07/11/2018	Vision Insurance Premium- July 2018 (Colby)	100-000-2-B1-4011016	9.92
23776	07/11/2018	Vision Insurance Premium (EE)- JULY 2018	100-000-2-B1-4011016	140.93
23776	07/11/2018	Vision Insurance Premium (ER)-July 2018	100-1ZZ-5-G1-9701616	526.59
23776	07/11/2018	Dental Insurance Premium (EE)- July 2018	100-000-2-B1-4011014	1,018.19
23776	07/11/2018	Dental Insurance Premium- July 2018 (Colby)	100-000-2-B1-4011014	63.48
23776	07/11/2018	Dental Insurance Premium (ER)- July 2018	100-1ZZ-5-G1-9701614	3,477.09
Vendor V0493 - Standard Insurance Company Total:				5,236.20



Antelope Valley Transit Authority

Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 07/01/2018 - 07/31/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: V0477 - Standard Insurance Company				
23819	07/25/2018	HADV Premium	100-1ZZ-5-G1-9701811	39.00
23819	07/25/2018	Life	100-1ZZ-5-G1-9701811	389.90
23819	07/25/2018	Short Term Disability	100-1ZZ-5-G1-9701812	1,294.48
23819	07/25/2018	Long Term Disability	100-1ZZ-5-G1-9701813	802.92
23819	07/25/2018	AD&D	100-1ZZ-5-G1-9701814	77.98
Vendor V0477 - Standard Insurance Company Total:				2,604.28
Vendor: V1170 - Stradling Yocca Carlson & Rauth, A Professional Corporation				
23820	07/25/2018	General service	100-1EX-5-G1-9501005	4,000.40
23820	07/25/2018	Union matters	100-1EX-5-G1-9501005	73.00
23820	07/25/2018	Eco Energy Solutions vs AVTA	100-1EX-5-G1-9501005	3,518.00
23820	07/25/2018	Special Projects	100-1EX-5-G1-9501005	1,022.00
23820	07/25/2018	PERB Dispute	100-1EX-5-G1-9501005	73.00
Vendor V1170 - Stradling Yocca Carlson & Rauth, A Professional Corporation Total:				8,686.40
Vendor: V0684 - Strategies				
23794	07/18/2018	Consulting services-C Konisek COBRA election	100-3FS-5-G1-9501027	100.00
Vendor V0684 - Strategies Total:				100.00
Vendor: V1216 - Taft Electric Company				
23821	07/25/2018	Contract 2018-10 SSOMP Inductive Charger Project	600-1XX-5-J1-9909085	62,668.72
Vendor V1216 - Taft Electric Company Total:				62,668.72
Vendor: V0505 - The Customer Service Experts				
23795	07/18/2018	CPOS Blanket Reimbursement-June 2018	100-3FS-5-G1-9501037	50.00
Vendor V0505 - The Customer Service Experts Total:				50.00
Vendor: V0904 - Time Warner/Spectrum Business				
23822	07/25/2018	Internet Service,7/13/18-8/12/18	100-2FF-5-G1-9401025	1,365.00
23822	07/25/2018	Cable Service-7/11/18-8/10/18	100-2FF-5-G1-9401025	252.08
Vendor V0904 - Time Warner/Spectrum Business Total:				1,617.08
Vendor: V0355 - Trans Track Systems, Inc.				
23796	07/18/2018	TransTrack Maintenance and Support-FY 2019	100-2FF-5-G1-9401012	41,258.71
Vendor V0355 - Trans Track Systems, Inc. Total:				41,258.71
Vendor: V0252 - Transdev, Inc.				
23823	07/25/2018	Local and Commuter Maint and Service, June 2018	100-2FF-5-G1-9001013	1,192,085.79
23823	07/25/2018	Commuter Recovery-June 2018	100-2FF-5-G1-9001013	12,047.75
23823	07/25/2018	Commuter Recovery STAND BY-June 2018	100-2FF-5-G1-9001013	1,329.89
23823	07/25/2018	JARC Commuter Hours-785-786-787-June 2018	100-2FF-5-G1-9001015	19,099.97
23823	07/25/2018	Metrolink Assistance-June 2018	100-2FF-5-G1-9001013	198.98
23823	07/25/2018	BYD Electric buses, Routes 1,4,94,98,2,3-June 2018	100-2FF-5-G1-9001016	26,600.91
23823	07/25/2018	Travel training-June 2018	100-5CS-5-G1-9401035	154.68
23823	07/25/2018	Cummins Sales-Invoice#008-95098	600-1XX-5-J1-9909075	3,334.15
23823	07/25/2018	Cummins Sales-Invoice#008-87297	600-1XX-5-J1-9909075	4,428.72
23823	07/25/2018	Avail Tech INV#6987	600-1XX-5-J1-9909075	98.56
Vendor V0252 - Transdev, Inc. Total:				1,259,379.40
Vendor: V0451 - Tyler Technologies				
23777	07/11/2018	Secure signature for M Neshati	100-2FF-5-G1-9401012	138.00
Vendor V0451 - Tyler Technologies Total:				138.00
Vendor: V1267 - United States Bankruptcy Court				
23778	07/11/2018	LA13-38529-NB	100-000-2-B1-4011034	670.61
23824	07/25/2018	LA13-38529-NB	100-000-2-B1-4011034	670.61
Vendor V1267 - United States Bankruptcy Court Total:				1,341.22
Vendor: V0776 - Universal Electronic Alarms				
23779	07/11/2018	repair fire alarm system	100-2FF-5-G1-9401038	400.00
Vendor V0776 - Universal Electronic Alarms Total:				400.00
Vendor: V0353 - UNUM Life Insurance Co of Amer				
23825	07/25/2018	Long Term Care (EE)	100-000-2-B1-4011024	84.30
23825	07/25/2018	Long Term Care (ER)	100-1ZZ-5-G1-9702618	460.50
Vendor V0353 - UNUM Life Insurance Co of Amer Total:				544.80



Antelope Valley Transit Authority

Cash Disbursements Report CC 2.E

By Vendor Name

Payment Dates 07/01/2018 - 07/31/2018

Payment Number	Payment Date	Description (Item)	Account Number	Amount
Vendor: V0302 - US Bank				
23780	07/11/2018	Membership-ARMA	100-1EX-5-G1-9501006	230.00
23780	07/11/2018	Luncheon-Palmdale Chamber of Commerce	100-1EX-5-G1-9501019	25.00
23780	07/11/2018	Lodging-CTA meeting	100-1EX-5-G1-9501019	209.00
23780	07/11/2018	Registration-GAVEA luncheon	100-1EX-5-G1-9501019	23.16
23780	07/11/2018	APTA Annual Conference lodging-4 participants	100-1EX-5-G1-9501019	1,077.56
23780	07/11/2018	Business luncheon-AV Hispanic meetings	100-1EX-5-G1-9501019	40.00
23780	07/11/2018	Registration-Lancaster Chamber of Commerce	100-1EX-5-G1-9501019	110.00
23780	07/11/2018	Registration-ABOT Installation Dinner	100-1EX-5-G1-9501019	60.00
23780	07/11/2018	Registration GAVEA luncheon	100-1EX-5-G1-9501019	23.16
23780	07/11/2018	Retirement supplies for E.D. Retirement party	100-1EX-5-G1-9501029	69.98
23780	07/11/2018	Decorations-Retirement party	100-1EX-5-G1-9501029	94.94
23780	07/11/2018	Retirement party lunch for E.D.	100-2FF-5-G1-9501029	1,066.31
23780	07/11/2018	Plaque-Transdev award Tiffany Austin	100-3FS-5-G1-9501009	93.08
23780	07/11/2018	New phone-Executive Director	600-1XX-5-J1-9909072	485.71
23780	07/11/2018	Uhaul rental	100-2FF-5-G1-9401013	213.96
23780	07/11/2018	Mobile detailing	100-2FF-5-G1-9411038	140.00
23780	07/11/2018	Tapped transformer	100-2FF-5-G1-9411038	42.52
Vendor V0302 - US Bank Total:				4,004.38
Vendor: V1072 - W.A.V.E.				
23826	07/25/2018	Secondary charging systems#2-44(ship systems #1-2)	600-1XX-5-J1-9909085	103,000.00
Vendor V1072 - W.A.V.E. Total:				103,000.00
Vendor: V0550 - Waste Management				
23827	07/25/2018	Utilities, Waste- June 2018	100-2FF-5-G1-9401023	1,076.06
Vendor V0550 - Waste Management Total:				1,076.06
Vendor: V1154 - Weideman Group Inc.				
23828	07/25/2018	AVTA Contract No. 2016-21 - Advocacy-July 2018	100-1EX-5-G1-9501013	10,000.00
Vendor V1154 - Weideman Group Inc. Total:				10,000.00
Vendor: V0112 - Western Exterminators				
23797	07/18/2018	Exterminator Service, June 2018	100-2FF-5-G1-9401005	108.50
Vendor V0112 - Western Exterminators Total:				108.50
Vendor: V0124 - Witts				
23782	07/11/2018	Paper, copy	100-3FS-5-G1-9501009	35.03
23798	07/18/2018	Blanket P. O. Office Supplies	100-3FS-5-G1-9501009	262.73
Vendor V0124 - Witts Total:				297.76
Grand Total:				6,491,848.23



DATE: August 28, 2018

TO: BOARD OF DIRECTORS

SUBJECT: Fiscal Year 2017/2018 (FY18) Fourth Quarter Capital Reserve Report (April 1 – June 30, 2018)

RECOMMENDATION

That the Board of Directors receive and file the attached FY18 Fourth Quarter Capital Reserve Report for the period covering April 1 through June 30, 2018.

FISCAL IMPACT

Total Capital Reserve contributions for FY18 were budgeted at \$460,896; contributions for Lancaster, Palmdale and LA County for the fourth quarter have been received.

BACKGROUND

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

As of the report date, the Capital Reserve account has an accumulated cash balance of \$6,917,827.47 held in accounts with the Local Agency Investment Fund (LAIF). The total contributed fund balance is \$6,657,372.31 plus \$260,455.16 in interest earned. Lancaster, Palmdale and LA County contribution payments have been received for the fourth quarter ended June 30, 2018.

Please see the attached Capital Reserve Summary covering activity through June 30, 2018 and the Combined Jurisdiction Reconciliation Report for additional information.

Prepared by:

Submitted by:

James Mannie
Finance Manager

Macy Neshati
Executive Director/CEO

Attachments: A – Capital Reserve Summary Report through June 30, 2018
A.1 – Combined Jurisdiction Detailed Reconciliation Report



CAPITAL RESERVE CONTRIBUTION BALANCES

June 30, 2018

Jurisdictional Member	Accumulated Balance at 6/30/08	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Balance as of June 30, 2018
Lancaster	\$1,003,723	\$ 183,500	\$ 191,871	\$ 190,765	\$ 191,519	\$ 191,517	\$ 2,686,896
Palmdale	1,003,723	\$ 162,896	\$ 174,587	\$ 173,804	\$ 173,598	\$ 173,598	\$ 2,513,789
LA County	501,862	\$ 114,500	\$ 94,440	\$ 96,327	\$ 95,779	\$ 95,778	\$ 1,456,686
TOTAL	\$2,509,308	\$ 460,896	\$ 460,898	\$ 460,896	\$ 460,896	\$ 460,893	\$ 6,657,371
Interest received to date:							\$ 260,455
							\$ 6,917,827

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

Updated through: **July 25, 2018**

Description	LANCASTER			PALMDALE			LOS ANGELES COUNTY			TOTALS					
	Date	Accrual/ Payment	Operating Support	Capital Reserve	Date	Accrual/ Payment	Operating Support	Capital Reserve	Date	Accrual/ Payment	Operating Support	Capital Reserve	Accrued/ Cash Received	Operating Support (By Year)	Capital Reserve (Accumulated)
FY 2018	<i>Note NO change in Jurisdictional %'s for FY18...</i>														
Annual Due		(1,498,670.34)	(1,307,151.03)	(191,519.31)		(1,358,429.50)	(1,184,831.96)	(173,597.54)		(749,487.65)	(653,708.51)	(95,779.14)	(3,606,587.49)	(3,145,691.50)	(460,896.00)
First Quarter Payments	7/20/17	374,666.34	326,787.03	47,879.31	8/24/17	339,607.00	296,208.00	43,399.00	9/28/17	187,372.00	163,427.00	23,945.00	901,645.34	786,422.03	115,223.31
Interest				7,157.26				6,488.91				3,579.49			17,225.66
Second Quarter Payments	10/19/17	374,666.34	326,787.03	47,879.31	11/9/17	339,607.00	296,208.00	43,399.00	11/9/17	187,372.00	163,427.00	23,945.00	901,645.34	786,422.03	115,223.31
Interest				8,049.82				7,298.11				4,025.88			19,373.81
Third Quarter Payments	1/25/18	374,666.34	326,787.03	47,879.31	2/12/18	339,607.00	296,208.00	43,399.00	4/12/18	187,372.00	163,427.00	23,945.00	901,645.34	786,422.03	115,223.31
Interest				9,895.09				8,971.07				4,948.74			23,814.90
Fourth Quarter Payments	5/2/18	374,666.34	326,787.03	47,879.31	5/8/18	339,608.50	296,207.96	43,400.54	5/25/18	187,371.65	163,427.51	23,944.14	901,646.49	786,422.50	115,223.99
Interest				13,175.45				11,945.11				6,589.31			31,709.87
Contributions for FY2018		1,498,665.36	1,307,148.12	191,517.24		1,358,429.50	1,184,831.96	173,597.54		749,487.65	653,708.51	95,779.14	3,606,582.51	3,145,688.59	460,893.92
Interest for FY2018				38,277.62				34,703.20				19,143.42			92,124.24
		(4.98)	(2.91)	(2.07)		0.00	0.00	0.00		0.00	0.00	0.00	(4.98)	(2.91)	(2.08)
Net Assets															
Capital Reserve Balance to Date				2,686,895.54				2,513,789.48				1,456,687.28			6,657,372.31
Interest to Date				110,471.29				99,394.51				50,589.37			260,455.16
Total Balances as of 6/30/2018				2,797,366.83				2,613,183.99				1,507,276.65			6,917,827.47

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



DATE: August 28, 2018
TO: BOARD OF DIRECTORS
SUBJECT: Grant Status Report through August 8, 2018

RECOMMENDATION

That the Board of Directors receive and file the Grant Status Report through August 8, 2018 (Attachment A).

FISCAL IMPACT

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

BACKGROUND

The attached Grant Status Report reflects current status of all grant applications submitted on behalf of the AVTA through August 8, 2018. AVTA continues to seek and pursue all viable grant opportunities.

During the last quarter, two FTA formula allocation grants for operations, preventative maintenance and capital items totaling \$10,800,000 have been submitted; the initial grant was executed July 3, 2018, and the second grant is pending Department of Labor review. We anticipate this pending grant to be executed by the close of the federal fiscal year. An FTA formula allocation grant has been drafted while we await all necessary approvals and transfer agreements between AVTA, LACMTA, and the recipient agencies for the buses being replaced. Next quarter we anticipate a grant submission to FTA's Bus & Bus Facilities program.

Prepared by:

Submitted by:

Judy Fry
Director of Finance and Administration

Macy Neshati
Executive Director/CEO

Attachment: A – Grant Status Report

GRANT STATUS REPORT

Discretionary Opportunities

Grant Program	Project	Amount Applied For	Date Submitted	Status	Amount Awarded	Next Round of Funding
Low Carbon Transit Operations Program (LCTOP) – Cap & Trade	1 Commuter Bus	\$169,222	June 12, 2017	Grant Funds awarded 7/2017	\$169,222	2019
CALTRANS Sustainable Transportation Planning Sustainable Communities	Strategic Plan for Integrated Transportation in the Antelope Valley	\$285,050	February 22, 2018	Conditional Award received 5/14/2018	\$285,050	Not announced
Transit and Intercity Rail Capital Program – Cap & Trade	Bus Replacement + Chargers + Transit Center	\$8,954,821	January 12, 2018	Grant Funds awarded 4/26/2018	\$8,954,821 + extra \$250,000	Not announced
Sect. 5339 Bus & Bus Facilities - FTA	Health Care Connect Transit Centers	\$2,563,135	August 25, 2017	No funds awarded	\$0	Not announced
Antelope Valley Air Quality Management District (AVAQMD)	Electric Bus replacement	\$250,000	October 10, 2017	Grant Funds awarded 10/2017	\$265,794	Not announced
Low or No Emission Vehicle Deployment Program (LoNo) - FTA	5 Transit Buses	\$3,661,736	June 25, 2017	Grant Funds awarded 9/2017	\$705,347	Not announced
	TOTAL DISCRETIONARY OPPORTUNITIES APPLIED FOR:	\$15,883,964		TOTAL DISCRETIONARY GRANT AWARDS:	\$10,630,234	
	NOT AWARDED	\$5,253,730				

Discretionary Opportunities

Grant Program	Project	Amount Applied For	Date Submitted	Status	Amount Awarded	Next Round of Funding
Section 5310 Call for Projects – LACMTA/FTA	Dial-A-Ride Dedicated Medical Transport	\$172,468	June 15, 2018	<i>Pending FTA approval</i>	\$0	2019
Job Access Reverse Commute – LACMTA/FTA	TRANSporter Operations	\$48,802	June 22, 2018	<i>Pending FTA approval</i>	\$0	Not announced
Sec. 5339 Bus & Bus Facilities - FTA	6 Commuter Buses	\$6,504,480	August 8, 2018	<i>Pending FTA approval</i>	\$0	2019
	TOTAL DISCRETIONARY OPPORTUNITIES PENDING:	\$6,725,750				

Annual Formula Allocations

Grant Program	Project	Amount Pending	Date Submitted	Status	Amount Awarded
FTA 5307 Allocation	Operating, Preventive Maintenance, Capital	\$6,900,000	April 2018	Executed July 3, 2018	\$6,900,000
FTA 5307 Allocation	Capital + Operating	\$3,600,000	June 2018	<i>Pending - at Department of Labor</i>	\$0
	TOTAL ANNUAL FORMULA ALLOCATIONS PENDING:	\$3,600,000		TOTAL GRANT AWARDS:	\$6,900,000



DATE: August 28, 2018

TO: BOARD OF DIRECTORS

SUBJECT: Resolution No. 2018-019, Authorizing the Executive Director/CEO to Execute Agreements Necessary for the Server Room Upgrade Project with Funds from the California State of Good Repair Program for Fiscal Year 2018/2019 (FY19)

RECOMMENDATION

That the Board of Directors adopt Resolution No. 2018-019, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the Executive Director/CEO to execute agreements necessary for the server room upgrade project with funds from the California State of Good Repair Program for FY19.

FISCAL IMPACT

Adopting Resolution No. 2018-019 would authorize the Executive Director/CEO to enter contractual agreements and authorize any other required documents, on behalf of AVTA and the Board of Directors, to upgrade AVTA's antiquated server room.

BACKGROUND

AVTA receives annual apportionments from the California Department of Transportation. The AVTA Board is required to adopt Resolution No. 2018-019 in order to approve the Server Room Upgrade project and receive the FY19 allocation of \$183,220.

Prepared by:

Submitted by:

Judy Fry
Director of Finance and Administration

Macy Neshati
Executive Director/CEO

Attachment: A – Resolution No. 2018-019

RESOLUTION #2018-019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AGREEMENTS NECESSARY FOR THE SERVER ROOM UPGRADE PROJECT WITH FUNDS FROM THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM FOR FISCAL YEAR 2018/2019

WHEREAS, the **ANTELOPE VALLEY TRANSIT AUTHORITY** is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2018) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the **ANTELOPE VALLEY TRANSIT AUTHORITY** wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director/Chief Executive Officer.

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director/Chief Executive Officer be authorized to execute agreements necessary for the Server Room Upgrade Project with funds from the California State of Good Repair Program for Fiscal Year 2018/2019.

PASSED, APPROVED AND ADOPTED this 28th day of August 2018.

AYES: _____

NAYS: _____ ABSTAIN: _____ ABSENT: _____

Marvin Crist, Chairman of the Board

ATTEST:

APPROVED AS TO FORM:

Karen S. Darr, Clerk of the Board

Allison E. Burns, General Counsel



DATE: August 28, 2018

TO: BOARD OF DIRECTORS

SUBJECT: Resolution No. 2018-020, Authorizing the Execution of a Master Agreement, Baseline Agreement and Program Supplements for State-Funded Transit Projects

RECOMMENDATION

That the Board of Directors adopt Resolution No. 2018-020, a Resolution of the Board of Directors of the Antelope Valley Transit Authority authorizing the execution of a master agreement, baseline agreement and program supplements for State-funded transit projects.

FISCAL IMPACT

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

BACKGROUND

The TIRCP was created by Senate Bill 862 (Chapter 36, Statutes of 2014) to provide grants from the Greenhouse Gas Reduction Fund in order to fund capital improvements and operational investments. The purpose of the grants are to modernize California's transit systems and intercity, commuter, and urban rail systems, thereby lowering emissions of greenhouse gases and reducing vehicle miles traveled throughout California. Due to the addition of SB-1 funding for the 2018 project award, a new program level agreement is necessary for execution of a revised Master Agreement, Award Agreement, and Program Supplements with the Department.

Prepared by:

Submitted by:

Judy Fry
Director of Finance and Administration

Macy Neshati
Executive Director/CEO

Attachments: A – Resolution No. 2018-020
B – TIRCP Master Agreement

RESOLUTION #2018-020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT, BASELINE AGREEMENT AND PROGRAM SUPPLEMENTS FOR STATE-FUNDED TRANSIT PROJECTS

WHEREAS, the Antelope Valley Transit Authority may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the Transit and Intercity Rail Capital Program, by Chapter 36 (SB 862) of the Statutes of 2014; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

WHEREAS, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Baseline Agreements and Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the Antelope Valley Transit Authority wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director/CEO or the Director of Finance and Administration.

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director/CEO or the Director of Finance and Administration be authorized to execute the Master Agreement, all Baseline Agreements, and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

PASSED, APPROVED AND ADOPTED this 28th day of AUGUST 2018.

AYES: _____

NAYS: _____ ABSTAIN: _____ ABSENT: _____

Marvin Crist, Chairman of the Board

ATTEST:

APPROVED AS TO FORM:

Karen S. Darr, Clerk of the Board

Allison E. Burns, General Counsel

California State Transportation Agency
Transit and Intercity Rail Capital Program

Grant Recipient:

Agency Name

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Rail and Mass Transportation
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: Month Date, Year

Termination Date of this Agreement: Month Date, Year

Recipient: Agency Name

Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1
Fund is the applicable funding source covered by this
Agreement and will identified in each specific Program
Supplement, adopting the terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006 (the “ACT”) (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.
2. WHEREAS, the Cap-and-Trade Program is a key element in California’s climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California’s greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.
3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the Greenhouse Gas Reduction Fund be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of AB 32.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 Senate Bill [SB] 1, directed additional funding to the Transit and Intercity Rail Capital Program.

5. WHEREAS, the Transit and Intercity Rail Capital Program is one of several programs funded as part of the 2014-2015 State of California Budget (Senate Bill 852 and Senate Bill 862), and implemented pursuant to Public Resources Code section 75220 et seq and Health and Safety Code section 39719 et seq..

6. WHEREAS, as directed by the ACT, CalSTA established TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.

7. WHEREAS, Recipient has submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.

8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.

NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California.

1.2 "Agreement" shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 "California Department of Transportation" or "Caltrans" or "Department" means the State of California, acting by and through its Department of Transportation of the State of the

State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.4 “California Transportation Commission” or “CTC” shall refer to the Commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.5 “Effective Date” means the date set forth on page 4 of this Agreement.

1.6 “Greenhouse Gas Reduction Funds” or “GGRF” shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.7 “Senate Bill 1” or “SB 1” shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.8 “Overall Funding Plan” has the meaning set forth in Article II, Section 2(A)(5)(c).

1.9 “Program Guidelines” shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.10 “Award Agreement” shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.11 “Program Supplement” shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding.

1.12 “Program Supplement Termination Date” shall have the meaning set forth in Article III, Section 3(C) and refers to the last date for Recipient to incur valid Project costs or credits and is the date that the Program Supplement expires.

1.13 “Progress Payment Invoice” shall have the meaning set forth in Article II, Section 3A.

1.14 “Project Closeout Report” shall have the meaning set forth in Article II, Section 3(B).

1.15 “Project Financial Plan” shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.16 “Project Schedule” has the meaning set forth in Article II, Section 2(A)(5)(b).

1.17 “Project” shall mean the project identified in Recipient’s application in Appendix C.

1.18 “Scope of Work” has the meaning set forth in Article II, Section 2(A)(5)(a).

1.19 “Secretary” shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.20 “State” shall mean the State of California.

1.21 “TIRCP Projects” shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

1.22 “TIRCP” shall mean the “Transit and Intercity Rail Capital Program”.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, those Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of Greenhouse Gas Reduction Funds or SB 1 Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State’s Project Administrator:

Department of Transportation

Ezequiel Castro

Chief, State Transit Grants Branch

Phone: (916) 654-8012

Email: ezequiel.castro@dot.ca.gov

Recipient’s Project Administrator:

Agency Name

Agency Contact Name

Title

(XXX) XXX-XXXX

Contact email

Section 2. Program Supplement

A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as “Program Supplement,” adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.

2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.

3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.

4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.

5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines. The Program Supplement will be in a form similar to Appendix C.

a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.

b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to Greenhouse Gas Reduction Funds and Senate Bill (SB) 1 Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State, shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 Funds is subject to the allocation made proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. Recipient shall bear the burden of providing such cost savings to the Department. If there is an identification and implementation of any alternative resulting in reduction of the Project costs, the parties agree that such net savings will be reimbursed to the Department no later than 30 days after the submission of the final invoice for any remaining Project costs.

D. *Scope of Work*

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF and SB 1 Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.
3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board Funding Guidelines.

E. *Program Supplement Amendments*

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections,. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. *Allowable Costs and Progress Payment Invoice*

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.
2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan.

3. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity.

4. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF fund and SB 1 Funds source.

B. *Final Invoice*

The Program Supplement Termination Date refers to the last date for Recipient to incur valid Project costs or credits and is the date that the Program Supplement expires. Recipient has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Termination Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized

representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. Reporting Requirements

1. Subject to the discretion of State, Recipient agrees to provide on a quarterly basis, Project Progress Reports that include the following information:

- a. Activities and progress made towards implementation of the project;
- b. Identification of whether the Project is proceeding on schedule and within budget;
- c. Identification of changes to the Project funding plan;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Projects scope of work;
- e. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low income households;
- f. Reporting requirements per California Air Resource Board Cap and Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments which may include, continued reporting following project implementation to identify benefits achieved.

2. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

3. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

- a. Scope of completed Project as compared to Programmed Project;
- b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income

households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c.

Section 3. Special Requirements

A. California Transportation Commission Resolutions

1. Recipient shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF Funds and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF funds and SB 1 funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. Recipient Resolution

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix C to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

2. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

3. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

4. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by Recipient to effect such termination following receipt of that termination notice.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to

subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section 4, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by

Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. Disputes

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute, and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, Acts of God (of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided

that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Business Plan or Business Plan Update to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Rail and Mass Transportation

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Mass Manager, MS 39

with a copy to:

California State Transportation Agency
915 Capitol Mall Suite 350 B
Sacramento, CA 95814

If given to the Recipient:

Agency Name

Address.

City, CA XXXXX-XXXX

Attention: Contact Name

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

a. Recipient hereby represents and warrants to the Department that:

i. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

ii. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

iii. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will

(i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

b. The Department does hereby represent and warrant with respect to each of this Agreement to the Recipient that:

i. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

ii. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreements have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

iii. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any other agreement; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreements have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A through E are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. IN the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

[SIGNATURES TO FOLLOW]

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

AGENCY NAME

BY:

DARA WHEELER
Chief, Division of Rail and Mass
Transportation

BY:

NAME
Title

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY:

JON OLDENBURG
Deputy Attorney

APPENDIX A

TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION

APPENDIX B

RECIPIENT'S RESOLUTION

(INSERT AGENCY BOARD RESOLUTION)

APPENDIX C
PROGRAM SUPPLEMENT

- A. Project Description (if applicable)**
- B. Special Conditions to Scope of Work**
- C. Project Overall Funding Plan**
- D. Project Financial Plan**
- E. Project Schedule**

APPENDIX D
AWARD AGREEMENT



DATE: August 28, 2018

TO: BOARD OF DIRECTORS

SUBJECT: CUBIC Transportation Systems, Inc. – Farebox Equipment and TAP Validator Upgrade Project

RECOMMENDATION

That the Board of Directors authorize the Executive Director/CEO to negotiate and execute a contract with CUBIC Transportation Systems, Inc. (Attachment A), to support the preparation and installation of 75 DCU/farebox upgrade kits, 10 DCU/farebox kit spares, new farebox lids, and one garage computer for the system.

FISCAL IMPACT

No fiscal impact. Antelope Valley Transit Authority (AVTA) will be reimbursed for all expenses associated with the upgrade project by Los Angeles County Metropolitan Transportation Authority (Metro). A formal Memorandum of Understanding (MOU) between AVTA and Metro will be presented to the Board of Directors at a later date for approval. The amount of funds allocated to perform the farebox upgrade program is not to exceed \$766,001.

BACKGROUND

The farebox system currently in use by the AVTA fleet has gone beyond its planned useful life, is obsolete and needs upgraded immediately for continued operations. On June 28, 2018, the Los Angeles Metro Board approved \$10 million in funding to upgrade TAP fareboxes and driver controls units for its municipal partners, such as AVTA. The upgraded hardware will address hardware obsolescence, enhance system security, enable near real-time communication, and support the full functionality of the upcoming TAP mobile app. The projected "Notice to Proceed" (NTP) will not be issued earlier than October 2018 and the schedule for the farebox system upgrade will be completed by February 2019.

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 CUBIC Transportation Systems, Inc., and is the only supplier for the majority of the transit agencies in Los Angeles Metro region, there are no other options for the procurement of this upgrade. We believe this is a prudent business decision versus issuing a Request for Quotes for farebox equipment and TAP validator upgrade.

Therefore, staff recommends approval of the farebox upgrade sole source award to CUBIC Transportation Systems, Inc. for the farebox equipment and TAP validator upgrade project.

Prepared by:

Submitted by:

Norm Hickling
Director of Development Services/
Disadvantaged Business Enterprise Officer

Macy Neshati
Executive Director/CEO

Attachment: A – CUBIC Transportation Systems, Inc. contract



Cubic Transportation Systems, Inc.
 5650 Kearny Mesa Road
 San Diego, CA 92111, USA
 +1 858 268 3100 +1 858 292 9987 (fax)

August 15, 2018

CRE-2905
 Proposal 18-026, P12063

Subject: Los Angeles Regional Equipment and Screen Flow Upgrades

Attention: AVTA
 42210 6th St W
 Lancaster, CA 93534

Reference: (A) Farebox Equipment, TAP (Transit Access Pass) Validator Upgrade Project,
 LA Metro Board Report Item 37 dated June 28, 2018

Enclosures: (1) Expected Scope of Work between Cubic and Metro
 (2) Standard Terms and Conditions

On June 28, 2018, the Los Angeles Metro Board approved \$10 Million in funding to upgrade TAP fareboxes and driver control units for the Municipal TAP partners. The upgraded hardware will address hardware obsolescence, enhance system security, enable near real-time communication, and support full functionality of the upcoming TAP mobile app.

Metro has approved the following equipment for your agency at the following price:

	DCU/Farebox Upgrade Kits & Installation	DCU/Farebox Upgrade Kits - Spares	Farebox Lids	Garage Computer	Total Allocation by Metro
AVTA	75	10	85	1	\$766,001

The next step is for your Agency and Cubic to execute a Contract for the equipment detailed above. Metro will soon forward to your attention a Memorandum of Understanding (MOU) detailing how Metro will reimburse your Agency for the amount shown above. Separately, Metro will execute a Contract with Cubic for the associated software and, if needed, modify the Cooperative TAP Participant Agreement and the TAP Regional Operating Rules related to the changes.

Enclosure (1) contains the expected scope of work between Metro and Cubic, a subset of which will flow down to your Agency, and Enclosure (2) contains a standard set of Terms and



CUBIC

Cubic Transportation Systems, Inc.

5650 Kearny Mesa Road

San Diego, CA 92111, USA

+1 858 268 3100 +1 858 292 9987 (fax)

Conditions for use between Cubic and your Agency.

Should you have any questions regarding this proposal, please contact me at 858-264-9373 or stacy.schievelbein@cubic.com.

Regards,

A handwritten signature in cursive script that reads 'Stacy Schievelbein'.

Stacy Schievelbein
Contracts Manager

TAP
Driver Control Unit / GFI Farebox Upgrade

***Scope of
Work for the***

TAP

Driver Control Unit / GFI Farebox Upgrade

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TAP

Driver Control Unit / GFI Farebox Upgrade

1. INTRODUCTION

The purpose of this Statement of Work (SOW) is to upgrade existing TAP Fareboxes via the introduction of a modern Driver Control Unit (DCU). The upgraded hardware will provide real-time communication between the Farebox/DCU (to allow for more rapid autoloading and hotlist distribution) and the TAP back office.

This SOW includes the replacement of the GFI Farebox Operator Control Unit (OCU)* with a Getac Ruggedized Tablet DCU*, the obsolete controller/mother boards* with the current GFI Farebox controller/mother boards*, and the Cubic TriReader 1 with a type certified Cubic TriReader 3 (TR3).

** For DCU1/LV, only the DCU1 will be replaced. For Metro, this device will be provided by others.*

2. SOLUTION

2.1 STATEMENTS AND CONDITIONS

1. The driver interface will be completely new, however the overall functionality of the DCU and Farebox will remain the same. The same driver options will be available, and the same data and messaging will be supported.
2. CAD/AVL communications will be J1708 implemented over Ethernet with support from the CAD/AVL provider.
3. Hardware and software will implement 4G LTE communication and Wi-Fi to Garage Computer. Near real time 4G communications and integration efforts will be provided by LA Metro.*

** For DCU1 only facilities, it is the TAP programs understanding that a Garage Computer is not required since the DCU4 will communicate in real-time over cellular. For Metro, Cubic shall also integrate with Metro's Aruba Wi-Fi system.*

4. LA Metro continues to support System Administration duties for new DCU/farebox configuration and software management.
5. Agency will be responsible for securing/managing SIM card cellular capability and all associated fees.
6. Cubic shall be responsible for overall technical project management oversight of the integrated farebox solution. Metro shall be responsible for installation and installation acceptance testing.
7. Cubic's DCU/FBX solution will be similar to current form, fit and function to TAP's current OCU/FBX solution. Some functionality modifications may be required due to the functionality of the new hardware.
8. Cubic will not be responsible for any required electrical and/or communications work for the Garage Computer and Access Point installations. Cubic will use existing infrastructure and does not anticipate additional requirements.*

**For Metro, Cubic shall also integrate with Metro's Aruba Wi-Fi system*

2.2 DCU HARDWARE

Cubic shall replace the existing GFI Farebox OCU with a new fully rugged 8.1" DCU tablet model T800 manufactured by Getac. The DCU tablet will be secured using dock model DS-GTC-400 designed specifically for the Getac T800 tablet by Havis. Through the dock, the tablet supports USB, Ethernet, and serial (RS232) interfaces. Two additional serial ports will be added inside of the Farebox using a SeaLevel USB to Serial converter part 2223. Detailed specifications are listed in Appendix A and Appendix B.* Feature highlights include:

- 8.1" TFT LCD HD (1280x800) 600 NITS sunlight readable LED display
- Multi-Touch user interface
- Integrated 4G LTE mobile broadband

TAP

Driver Control Unit / GFI Farebox Upgrade

- 10/100 Base-T wired Ethernet, 802.11ac wireless Ethernet
- Fully-Powered USB 3.0 (2)
- Ethernet: RJ45 (1)
- Serial: RS232 (1)
- Windows® 10 Professional

**For Metro, this device will be provided by others.*

2.2.1 Communication

Cubic shall include new Garage Computer hardware, the latest version of GFI Data System software and new wireless access points to support wireless 802.11ac Wi-Fi communications.* The new garage computer systems and access points shall be installed and configured by Cubic prior to the start of Farebox upgrades. The new Garage Computer will be backwards compatible allowing gradual device migration.

** For DCUI only facilities, it is the TAP programs understanding that a Garage Computer is not required since the DCU4 will communicate in real-time over cellular. For Metro, Cubic shall also integrate with Metro's Aruba Wi-Fi system.*

2.3 SOFTWARE

TAP's current Farebox configuration is controlled by a Cubic software application running on a hybrid controller within the Farebox operating the GFI Farebox and OCU, and the Cubic TriReader 1. The solution moves the Cubic application from the GFI Farebox to the DCU, making the DCU the main control for the bus fare collection system. The Farebox will operate with a standard GFI controller and standard GFI software in client mode.*

2.3.1 Software Download

Cubic shall use the same software download mechanism used for the current Farebox. Software will be downloaded from the Garage Computer by the DCU over WiFi while the bus is at the bus division. Software will be published from NextFare to the device control group with which the Garage Computer is associated.*

For DCUI only facilities, it is the TAP programs understanding that a Garage Computer is not required since the DCU4 will communicate in real-time over cellular.

2.4 USER INTERFACE

The Cubic DCU utilizes the Getac T800 8.1" color touchscreen display to enable the driver to make selections and view information. The device includes a power/reset button and built in speakers.

During transactions, the DCU screen displays relevant information about the status of the transaction and any money inserted.

2.4.1 Screen Layout

TAP requires a user interface that closely resembles the user interface of the existing GFI OCU. All existing TAP business rules shall be incorporated into the farebox upgrade design project. The user interface final design including functionality like audio beeps, flashing buttons, selectable buttons and font colors shall be provided by Metro at NTP. The user interface design will be refined during the early stages of development at regularly scheduled project meetings. An example can be seen below:

TAP

Driver Control Unit / GFI Farebox Upgrade



Figure 1. DCU Screen Layout

2.4.1.1 Critical Recovery

If an issue with the DCU occurs where the driver cannot perform the DCU functions, a reboot of the DCU may be warranted. During the design process Metro will work with Cubic to determine which button or screen location to press.

2.5 CAD/AVL

As part of this SOW, Cubic shall integrate with the current CAD/AVL to implement a Single Point Login interface between the CAD/AVL System and the new DCU Fare System utilizing a J1708 Interface over UDP. Sign-on can also be performed by tapping employee badge. Although the Getac DCU contains a GPS unit, the integration with the CAD/AVL will provide current location data incorporating dead reckoning functionality. The location data provided by the CAD/AVL will also be included in the DCU's use and sale transactions. At a point following Notice to Proceed (NTP) receipt, Cubic and CAD/AVL vendor shall discuss and share all technical data (software and hardware) and details that will enable this functionality with TAP at a mutually acceptable date.

3. SCHEDULE

Cubic shall provide a six month design and build schedule beginning with NTP. Cubic shall submit a detailed project schedule within 45 days of NTP.*

* For Metro, the installation shall be provided by others and completed in 6 months.

4. WARRANTY

Cubic shall provide a one-year warranty on Cubic provided hardware and software and installation work performed by Cubic. The warranty period shall commence upon a mutually agreed "go-live" date.

5. DELIVERABLES

Table 5-1. Base Deliverables

Part Number	Description	Quantity
Getac T800	Driver Control Unit Tablet	0
Havis DS-GTC-400	Driver Control Unit Dock	0
4400-10002	TriReader 3 – LA	2963
TBD	DCU Mounting Hardware FBX	2963
TBD	FBX to DCU Cabling	2963
SeaLevel 2223	USB-Serial Converter	2963
TBD	GFI FBX Lid	0
D25718-0004	GFI Controller	0
D21149-2006	GFI Motherboard	0
TBD	GFI Cabling/Misc.	0
DCU Operations Manual	Device Operations Manual	1 Electronic file
DCU Maintenance Manual	Field level maintenance manual	1 Electronic file
GFI FBX Operations Manual	Device Operations Manual	0
GFI GBX Maintenance Manual	Field level maintenance manual	0
GFI GC Operations Manual	Device Operations Manual	0
GFI GC Maintenance Manual	Field level maintenance manual	0
TBD	Garage Computer Hardware	20
TBD	Garage Computer License	0
TBD	Wireless Access Point	20

APPENDIX A

GETAC T800 TABLET DATASHEET



FULLY RUGGED 8.1" TABLET

- Large 8.1" LumiBond® sunlight readable display
- Quad-core Intel® Pentium® N3530 2.16 GHz processor
- MIL-STD 810G and IP65 certified
- 802.11ac next generation WiFi
- Unique SnapBack add-ons
- Front HD camera / rear 8MP auto focus camera
- Industry-leading bumper-to-bumper warranty
- Optional integrated 4G LTE broadband wireless



Large 8.1" Display.

The T800 features a large 8.1" display that utilizes our revolutionary LumiBond technology to achieve a display that is more readable, and offers better contrast and more crisp colors than any other rugged tablet display. By bonding the display glass with the touch panel and LCD, we've created a single pane that is both more durable and readable.



SnapBack Add-ons.

We designed the T800 for expandability with our unique SnapBack add-ons. Integrated as an extension to the T800, you can add an extended battery or 2-in-1 SmartCard and RFID reader, or 2-in-1 SmartCard and Magnetic Stripe reader. They easily snap right on or off, no tools necessary.



Blazing Fast Wireless.

Every T800 includes the latest 802.11ac WiFi for data transfer speeds up to 3X faster than 802.11n products. Designed to be used in the field, your T800 can be configured with 4G LTE cellular data with an auto-tunable 8-band antenna capable of quickly switching between bands.



Quad-Core Performance.

Inside the T800, we packed an incredible amount of power and technology. Built with the latest Quad-core Intel Pentium N3530 2.16 GHz processor, the T800 can remain running at near full speed when other tablets processors would otherwise throttle back performance to avoid overheating.



Vehicle Ready.

For vehicle deployments, the T800 can be configured with triple pass-through antenna ports allowing you to simultaneously connect high-gain GPS, WWAN, and WLAN roof-mounted antennas.



Bumper-to-Bumper Warranty.

Accidents happen. Only Getac offers bumper-to-bumper coverage standard on every T800 rugged tablet.

Learn more at Getac.com

TAP
Driver Control Unit / GFI Farebox Upgrade



Ruggedness	MIL-STD 810G and IP65 certified Vibration, drop, temperature & humidity resistant Optional ANSI/ISA 12.12.01*
Operating System	Windows® 10 Professional Windows 8.1 Professional Windows 7 Professional
CPU	Quad-core Intel® Pentium® N3530 2.16 GHz Processor (up to 2.58 GHz) 2MB Cache
Memory	4GB DDR3L
Storage	64GB SSD ¹ Optional 128GB or 256GB SSD ¹
VGA Controller	Intel HD Graphics
Display	8.1" TFT LCD HD (1280x800) 600 NITS LumiBond® sunlight readable LED display with multi-touch technology Optional digitizer
Security	Optional TPM 1.2
Communications	Intel Dual Band Wireless-AC 7260, 802.11ac Bluetooth (v4.0 class 1) Optional GPS Optional 4G LTE mobile broadband ²
Camera	HD webcam x 1 8MP auto focus rear camera
Power	AC Adapter (65W, 100-240VAC, 50/60Hz) Li-ion battery (4200mAh)
Dimensions and Weight	8.9" x 5.9" x 0.9" (227 x 151 x 24mm) 1.94lbs (0.88kg) ⁴

Temperature	Operating Temp: -5.8° F to 122° F / -21°C to 50°C Storage Temp: -40°F to 160°F / -40°C to 71°C Humidity: 95% RH, non-condensing
I/O Interfaces	DC in x 1 USB 3.0 x 1 Docking port x 1 Headphone out/Mic-in Combo x 1 Micro HDMI x 1 Optional RF antenna pass-through for GPS, WLAN and WWAN
Expansion Slot³	Optional 1D/2D imager barcode reader, or Optional 10/100/1000 base-T Ethernet, or Optional Serial port (RS232), or Optional MicroSD
SnapBack Add-ons	2nd battery (2100mAh) SmartCard & contactless RFID reader SmartCard & Magnetic Stripe Card reader
Warranty	3 Year bumper-to-bumper warranty standard ⁵

Specification subject to change without notice.

* ANSI/ISA 12.12.01 Certification is without **snaphack** accessory

¹ For storage: 1GB = 1 billion bytes; actual formatted capacity less.

² Data plan required. Cellular data is available in the US on Verizon Wireless and AT&T networks. LTE is available in select markets. Check with your carrier for details. 4G LTE configuration must be ordered at time of purchase.

⁴ Weight varies by configuration and manufacturing process.

³ Expansion slot factory installed and limited to one option. Subject to minimum purchase requirements.

⁵ 3 year bumper-to-bumper limited warranty standard. For warranty terms and conditions visit www.getac.com

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APPENDIX B

Havis DS-GTC-400 Dock DATAsheet

In Development at Havis Docking Solution for Getac T800 Tablet

Getac

DS-GTC-400 Series Getac T800 8" Tablet

With the release of the Windows based 8" T800 from Getac, Havis is currently developing a rugged docking solution for this rugged tablet. Designed to secure any configuration of the T800, with and without the optional handstrap, your DS-GTC-400 Series Docking Station will offer tablet charging, security, and connection to peripherals in any work environment. Maximize your productivity with this lightweight and strong design that is built with theft deterrence, longevity and stability in mind.



Specifications

(Subject to change)

Height: 8.1" (20.7 cm)

Width: 7.0" (17.8 cm)

Depth: 3.5" (8.9 cm)

Mounting Pattern: VESA 75



Full Port Replication

- Best-in-class circuit and power system supports fully powered USB 3.0
- USB: Fully-Powered USB 3.0 (2)
- Ethernet: RJ45 (1)
- Serial: RS232 (1)
- Power Input
- Antenna: Triple Pass-Through (Optional)

1. TECHNICAL SOLUTION SYSTEM WIDE OVERVIEW

The following Statement of Work (SOW) describes the farebox upgrades to support near real-time autoloading and to address hardware obsolescence issues. The SOW also describes the updates required to prepare the TAP system to accept DESFire fare media. Where required, existing Tri-Reader 1 or 2 devices shall be replaced with a type-certified Cubic Tri-Reader 3 (TR3). The solution includes a combination of the hardware and software described below.

1.1 HARDWARE

The devices requiring upgrades to support this project include:

- Farebox
- SAV
- MPOS Reader
- DCU1
- Garage Computer and access point
- PDP

The farebox solution shall include the replacement of:

- The GFI farebox Operator Control Unit (OCU) with a Getac Ruggedized DCU Tablet, a Havis dock, and a mounting plate. The RAM ball may be reused.
- Obsolete controller / motherboard with current GFI Odyssey farebox controller / motherboard and farebox lid
- The Cubic Tri-Reader 1 with a type-certified Cubic Tri-Reader 3 (TR3)
- Power and communications wiring between the farebox and DCU.

The new DCU will support integration with the CAD / AVL system providers using J1708 over Ethernet to allow for functionality such as single sign-on, line, route, trip, direction and lat long. Sign-on shall also include tapping the employee badge.

The TAP fareboxes requires system wide near real time communications. Agencies with DCU1/LVs shall have all DCU1s replaced with DCU4s and also support system wide near real time communications.

Cubic shall replace all SAVs with new generation SAVs that can accept DESfire fare media. The fielded SAV design shall be used as a baseline for the new SAV for the LA Project. The hardware footprint, mounting, and access for power and communications shall be the same as the existing SAV. The screen used for the new SAV will be capable of daylight readability and backlight adjustment.

The solution for the MPOS / TR2 shall be to upgrade the TR2 hardware to TR3 hardware. Since the TR3 is backwards compatible with the TR2, the existing hardware interfaces (comms and power) can remain the same.

1.2 SOFTWARE

The software required to support this project is broken into two major sections:

- 1.2.1 Back Office
- 1.2.2 Device

1.2.1 Back Office Software Updates

1.2.1.1 NCS

The NCS 5.4 (current version used in the TAP system) shall be updated to support Near Real-Time Communications of bus hardware and DESFire functionality.

1.2.1.2 Reports

Reports shall be updated as needed to support both new devices and new card serial numbers associated with this project. Affected Cubic certified reports currently published to the TAP system shall be updated as required.

1.2.1.3 Near Real-Time Autoload Lists

Cubic shall configure the new DCU4 to request the autoload list be current at minimum every 10 minutes.

1.2.2 Device Software Updates

1.2.2.1 DCU4

The current farebox configuration is controlled by a Cubic software application running on a hybrid controller within the farebox operating the GFI farebox and OCU, and the Cubic Tri-Reader 1. The new solution shall move the Cubic application from the GFI farebox to the DCU, making the DCU the main control for the bus fare collection system. The farebox shall operate with a standard GFI controller and standard GFI software in client mode. When the bus is at the bus division, the DCU shall communicate with Metro's Aruba WiFi network where available otherwise thru cellular communications. Metro ITS will provide required access and configuration to allow the DCU to communicate using the Aruba network.

LACMTA requires a user interface that closely resembles the user interface of the existing GFI OCU. The user interface final design including functionality like audio beeps, flashing buttons, selectable buttons and font colors shall be provided by Metro at NTP. The user interface design will be refined during the early stages of development at regularly scheduled project meetings. An example can be seen below:



Figure 1-1. DCU4 Screen Example

1.2.2.1.1 PDP

New PDP software shall be developed to support the upgraded farebox and garage computer system. New PDP hardware shall be required.

1.2.2.2 TR3

The current TR3 software shall be updated to support DESFire.

1.2.2.3 LV

The DCU4 LV software shall be updated to support DESFire.

1.2.2.4 BMV

The current BMV software shall be updated to support DESFire.

The BMV shall be updated so that it can be configured to communicate with a DCU over a local wired Ethernet to share driver control logon and route information. The BMV shall also be upgraded so that it can be configured for communication with NCS using the DCU as a router, as an alternative to using its SIM card cell network connection.

1.2.2.5 SAV

The new SAV software shall:

- Include the LA-specific screen flows
- Include the functionality and ability to drive the display using either VGA or HDMI
- Support DESFire

1.2.2.6 MPOS

If necessary, MPOS software will be updated to support DESFire

1.2.2.7 SAG

If necessary, SAG software will be updated to support DESFire

1.2.2.8 RVG

If necessary, RVG software will be updated to support DESFire

1.2.2.9 TVM

If necessary, TVM software will be updated to support DESFire

1.3 FIT TEST AND INSTALLATION PLAN

Cubic shall perform on-site fit test of every Metro and Contract Services bus type. Fit test shall consist of placement of DCU and wiring to ensure Metro internal stakeholders approval. Cubic shall provide installation plans with a level of detail equal to the plans provided for BMV installations.

1.4 FIRST ARTICLE

Cubic shall provide a first article installation kit for the TAP lab. First article shall be approved by Metro stake holders before commencement of installation.

1.5 ASSUMPTIONS AND DEPENDENCIES

The following assumptions are to be reviewed and agreed upon between Los Angeles County Metropolitan Transportation Authority (LACMTA) and Cubic:

1. Attachment A - "DCU4 SOW.docx" provides further detail on the farebox upgrade.
2. Attachment B - "System Wide Quantities.xlsx" provides quantities.
3. Cubic shall split the project into two phases Design and Construction. Cubic shall wait for Metro to issue Notice to Proceed (NTP) on the Design phase in mid-August and the Construction Phase in mid-October.
4. At the time of deployment to the Farebox, the Cubic TR3 will be EMVCo L1 Certified for MasterCard, Visa and American Express. If/when Metro chooses to implement Open Payment functionality; Metro's acquiring bank will have final approval of reader hardware.
5. Existing garage computer and access point wiring will be reused. New cabling / infrastructure for the garage computer system is not included as a part of this proposal. Cubic will be responsible for upgrading and testing the GC software and functionally at each install. A site survey and security assessment shall be conducted to evaluate reuse of the existing infrastructure and use of Metro's Aruba WiFi network.
6. Existing probing / vaulting equipment will be reused. Additional probing / vaulting equipment is not included as part of this proposal.
7. LA Metro will continue to support device and NextFare Central System (NCS) administration duties for the new Driver Control Unit (DCU) / farebox configuration, including software management.
8. LA Metro and partner agencies will be responsible for securing / managing SIM card cellular capability and all fees associated with cellular communications.

9. Cubic's DCU / FBX solution will be similar to the current form, fit and function of the current Operator Control Unit (OCU) / farebox solution. Some functionality modifications may be required due to requirements of the new hardware.
10. The driver interface will be completely new. However, the overall functionality of the DCU and farebox will remain the same. The same driver options will be available, and the same data and messaging will be supported.
11. Computer Aided Dispatch (CAD) / Automatic Vehicle Location (AVL) communications will be J1708-implemented over Ethernet with assumed support from the agencies' CAD / AVL provider.
12. CAD / AVL integration of single sign on, lat-long, directionality, line, route, etc. pricing is fixed and not dependent on the CAD / AVL provider's cost and integration efforts.
13. OS patching of the new devices is not included in this proposal.
14. The DESFire EV1 4k card will be the card of record for engineering and testing efforts for this proposal.
15. Metro will continue to deploy device software, including the software for this proposal.
16. Training will only be required and provided for the new devices estimated within this proposal—the new SAV and the new DCU.
17. No audio or help screen changes for the TVM will be required.
18. The user interfaces for the SAG, RVG, TVM, BMV, and MPOS will not be modified as part of this proposal unless required.
19. Due to increased security / encryption, the processing time required to interface with the DESFire EV1 card will increase slightly but should not be noticeable to the patrons.
20. All TR2s will be removed from the system before DESFire is enabled.
21. All audio files as needed for both patron notification and Americans with Disabilities Act (ADA) purposes will be provided by Metro within 45 days of NTP for the SAV.
22. The TR1 readers on the TVMs will not be replaced.
23. The latencies associated with the availability of cellular networks shall not be considered in the autoloading list delivery timeframe.
24. Lat / Long shall be in Decimal Degrees similar to the BMV.
25. All devices on the bus (DCU, FBX, BMV) shall be synched to Nextfare when the device receives new tables (every 10 minutes).