



Regular Meeting of the Board of Directors

Tuesday, May 23, 2023

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

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact the Clerk of the Board at (661) 729-2206 at least 72 hours prior to the scheduled Board of Directors meeting. All accommodation requests will be handled swiftly and resolving all doubts in favor of access.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL:

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Richard Loa, Director Eric Ohlsen, Director Raj Malhi, Director Michelle Flanagan

APPROVAL OF AGENDA

PUBLIC BUSINESS– AGENDIZED AND NON-AGENDIZED ITEMS:

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

Community Room lobby, be completed and provided to the Clerk of the Board. This will then become public information. Please note that you do not have to complete this form or state your name to speak.

State law generally prohibits the Board of Directors from taking action on or discussing non-agenda items; therefore, your matter will be referred to the authority's Executive Director/CEO for follow-up. A three-minute time limit will be imposed on all speakers other than staff members.

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

- SRP 1 LEGISLATIVE REPORT FROM CONGRESSMAN MIKE GARCIA'S OFFICE – JACQUELINE OWENS
- SRP 2 LEGISLATIVE REPORT FROM SENATOR SCOTT WILK'S OFFICE – SHAWN CANNON
- SRP 3 LEGISLATIVE REPORT FROM ASSEMBLYMAN TOM LACKEY'S OFFICE – PAM BALCH
- SRP 4 LEGISLATIVE REPORT FROM ASSEMBLYMAN JUAN CARRILLO'S OFFICE – JUAN BLANCO
- SRP 5 PRESENTATION TO MV TRANSPORTATION EMPLOYEE AND OPERATOR OF THE MONTH – TERRANCE GORE
- SRP 6 PRESENTATION TO AV TRANSPORTATION SERVICES EMPLOYEE OF THE MONTH – ART MINASYAN
- SRP 7 MICROTRANSIT AND DIAL-A-RIDE KEY PERFORMANCE INDICATORS (KPI) REPORT – ART MINASYAN
- SRP 8 LEGISLATIVE REPORT AND FINANCE UPDATE FOR MAY 2023 – JUDY VACCARO-FRY
- SRP 9 MAINTENANCE KPI REPORT – JOSEPH SANCHEZ
- SRP 10 OPERATIONS KPI REPORT – TERRANCE GORE

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

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF APRIL 25, 2023 – KAREN DARR

Recommendation: Approve the Board of Directors Regular Meeting Minutes of April 25, 2023.

CC 2 FINANCIAL REPORT FOR APRIL 2023 AND FISCAL YEAR 2022/2023 (FY 2023) THIRD QUARTER TREASURER’S REPORT – VIANNEY MCLAUGHLIN

Recommendation: Receive and file the Financial Report for April 2023 and FY 2023 Third Quarter Treasurer’s report, including Capital Reserve and Farebox Recovery information.

CC 3 RESOLUTION NO. 2023-004, LOCAL AGENCY INVESTMENT FUND (LAIF) INVESTMENTS FOR FISCAL YEAR 2023/2024 (FY 2024) – JUDY VACCARO-FRY

Recommendation: Adopt Resolution 2023-004, a Resolution appointing the Executive Director/CEO as Treasurer and the Chief Financial Officer as Controller; authorizing investment of monies in the LAIF for FY 2024 (July 1, 2023 through June 30, 2024) to the Treasurer; adopting a policy for the investment of surplus transit funds for FY 2024; and rescinding Resolution Nos. 2021-005 and 2022-008.

Interested Party: LAIF

CC 4 AMENDMENT NO. 5 TO CONTRACT #2013-02-001 WITH AVAIL TECHNOLOGIES, INC., FOR ON-GOING SUPPORT WITH AVTA’S INTELLIGENT TRANSPORTATION SYSTEM (ITS) – CECIL FOUST

Recommendation: Authorize the Executive Director/CEO to execute Amendment No. 5 to Contract #2013-02-001 with Avail Technologies, Inc., for a five-year period with annual payments, as follows: FY 2023/2024 - \$207,501, FY 2024/2025 - \$214,764, FY 2025/2026 - \$222,280, FY 2026/2027- \$228,949, and FY 2027/2028- \$235,817.

Interested Party: Avail Technologies, Inc.

NEW BUSINESS (NB):

NB 1 FY 2023/2024 PRELIMINARY BUDGET ASSUMPTIONS – JUDY VACCARO-FRY

Recommendation: Approve the FY 2024 Preliminary Budget Assumptions and provide direction to staff regarding fiscal priorities for the final FY 2024 Budget.

NB 2 TITLE VI PROGRAM UPDATE FOR FISCAL YEARS (FY) 2023/2024, 2024/2025, 2025/2026 – GERALDINA ROMO

Recommendations:

1. Approve AVTA's Title VI Program Update for FY 2023/2024 through FY 2025/2026 as required by the Federal Transit Administration (FTA)
2. Adopt Resolution No. 2023-003, adopting AVTA's Title VI Program Update.

NB 3 AMENDMENT NO. 1 TO CONTRACT #2020-05 WITH AVAIL TECHNOLOGIES, INC., FOR EQUIPMENT AND SERVICES WITH AVTA'S INTELLIGENT TRANSPORTATION SYSTEM (ITS) EQUIPMENT UPGRADES ENHANCEMENT PROJECT – CECIL FOUST

Recommendation: Authorize the Executive Director/CEO to execute Amendment No. 1 to Contract #2020-05 with Avail Technologies, Inc. for additional equipment and services with AVTA's ITS Equipment Upgrades for the additional fleet for an additional amount not to exceed \$284,943.64 and time extension until April 30, 2028.

Interested Party: Avail Technologies, Inc.

CLOSED SESSION (CS):

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

- CS 1 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(2)
Significant exposure to litigation (two potential cases)
- CS 2 Conference with Legal Counsel – Pursuant to Government Code Section 54956.9(d)(4)
Consideration of whether to initiate litigation (one potential case)

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 June 27, 2023, at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

The agenda was posted by 6:00 p.m. on May 19, 2023, 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.

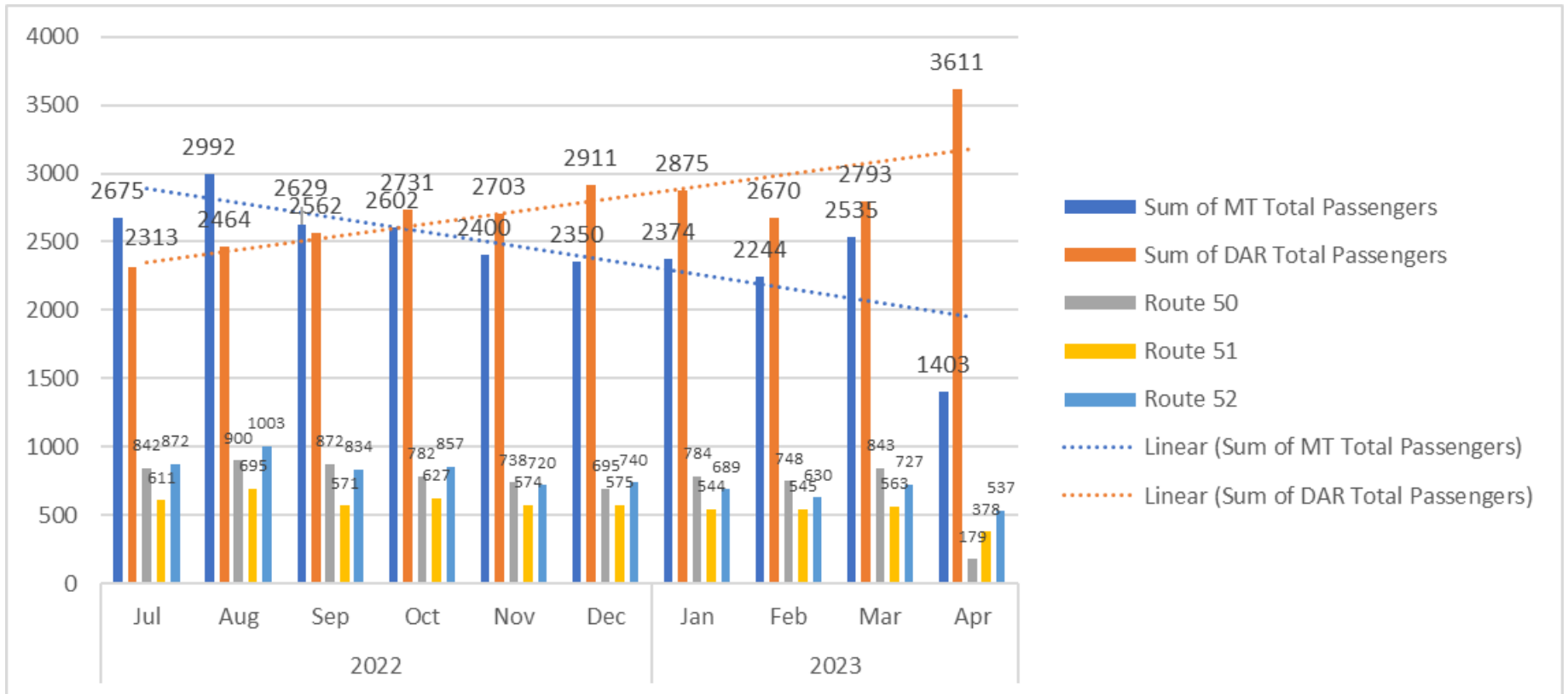
APRIL

FY 2023 MONTHLY OPERATIONS KEY PERFORMANCE INDICATORS

Presentation to the
Board of Directors
May 25, 2023



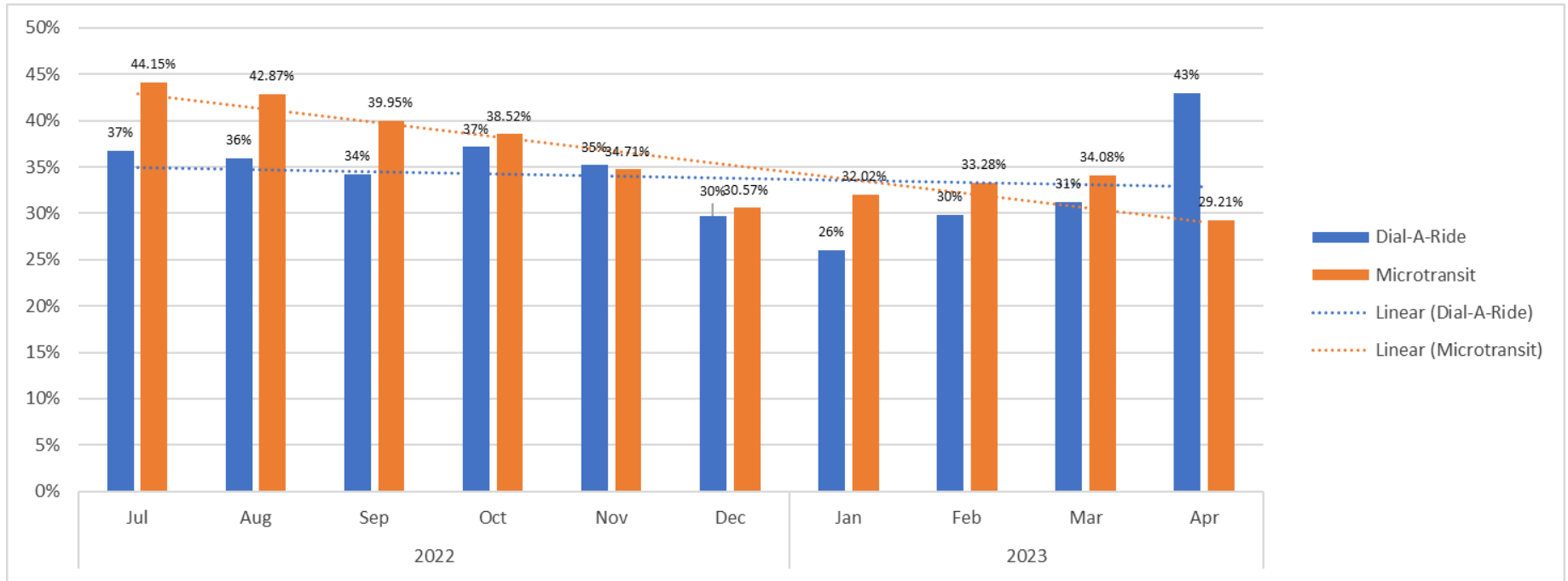
PASSENGER RIDERSHIP DATA



April Ride Accommodation
89.73 %

April Total Rides
4,299

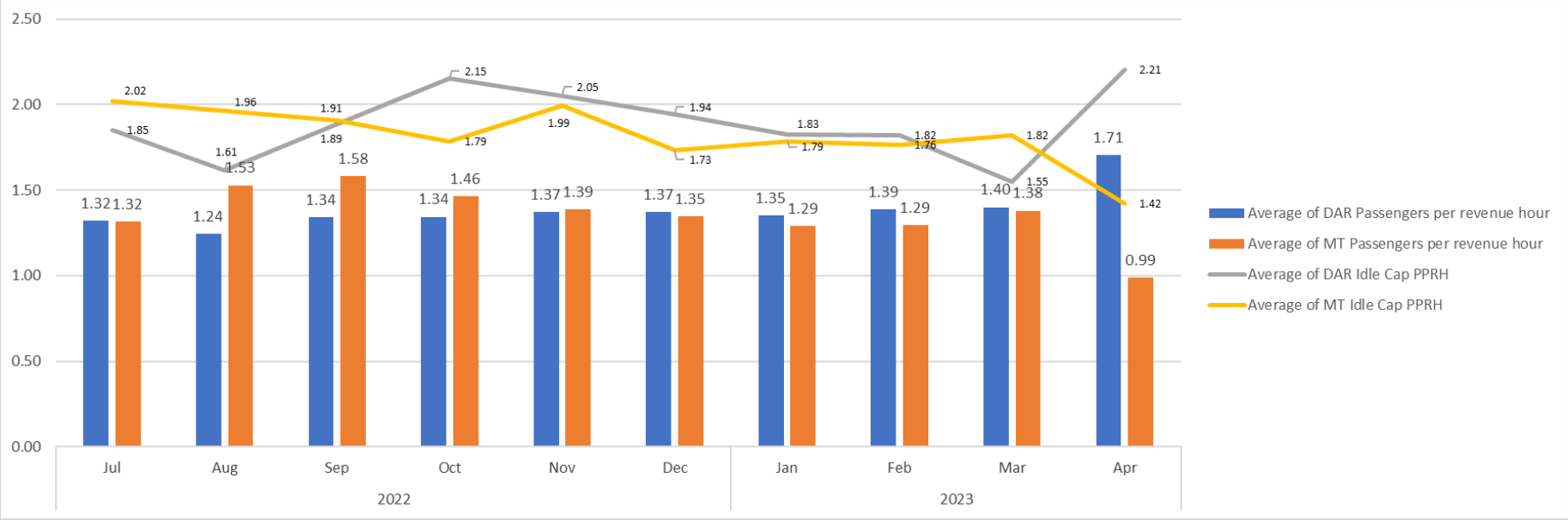
AVERAGE SHARED RIDE PERCENTAGE



April Daily Average Shared Rides
62.13

April Daily Average Rides
143.79

PASSENGERS PER REVENUE HOUR



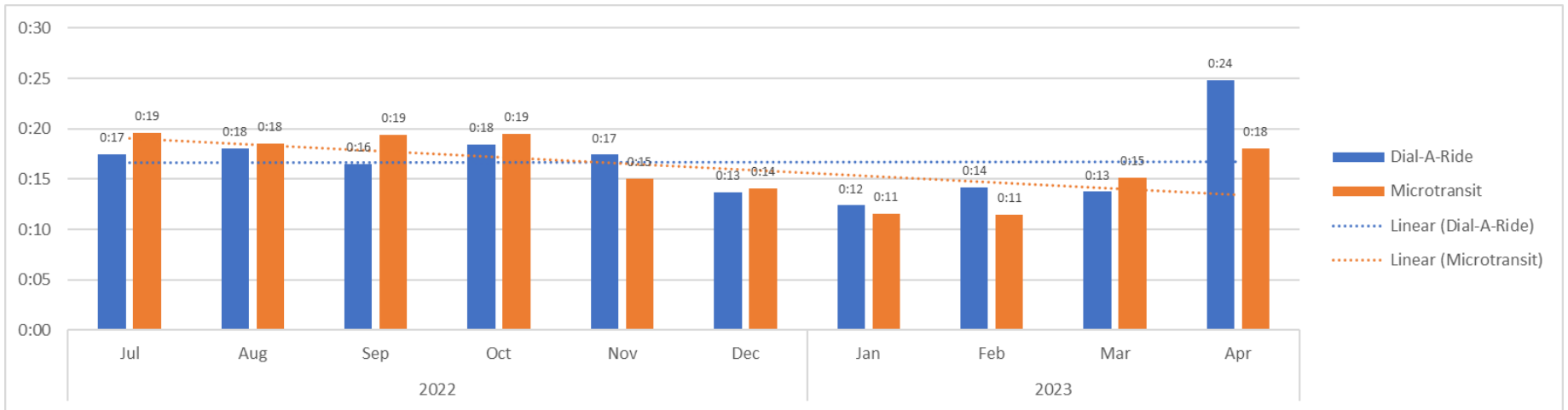
April Average PPRH (Billable)

1.35

April Average PPRH (NTD Hours)

1.81

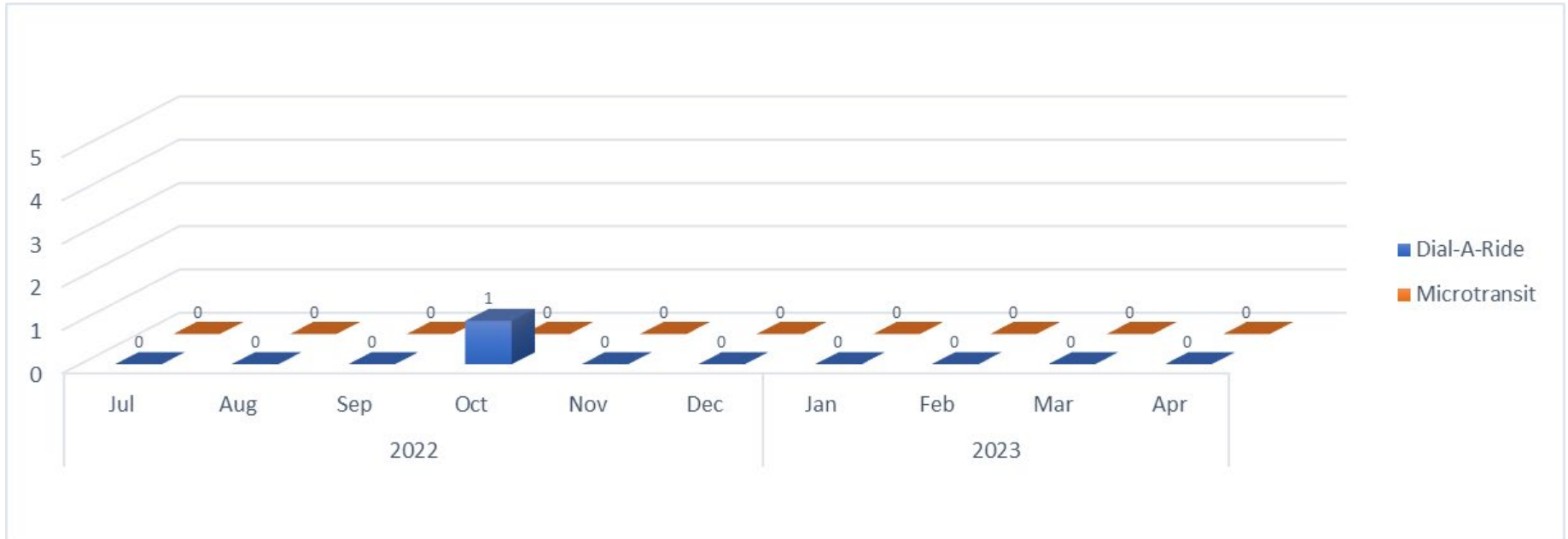
PASSENGER WAIT TIME



MONTHLY AVERAGE WAIT TIME

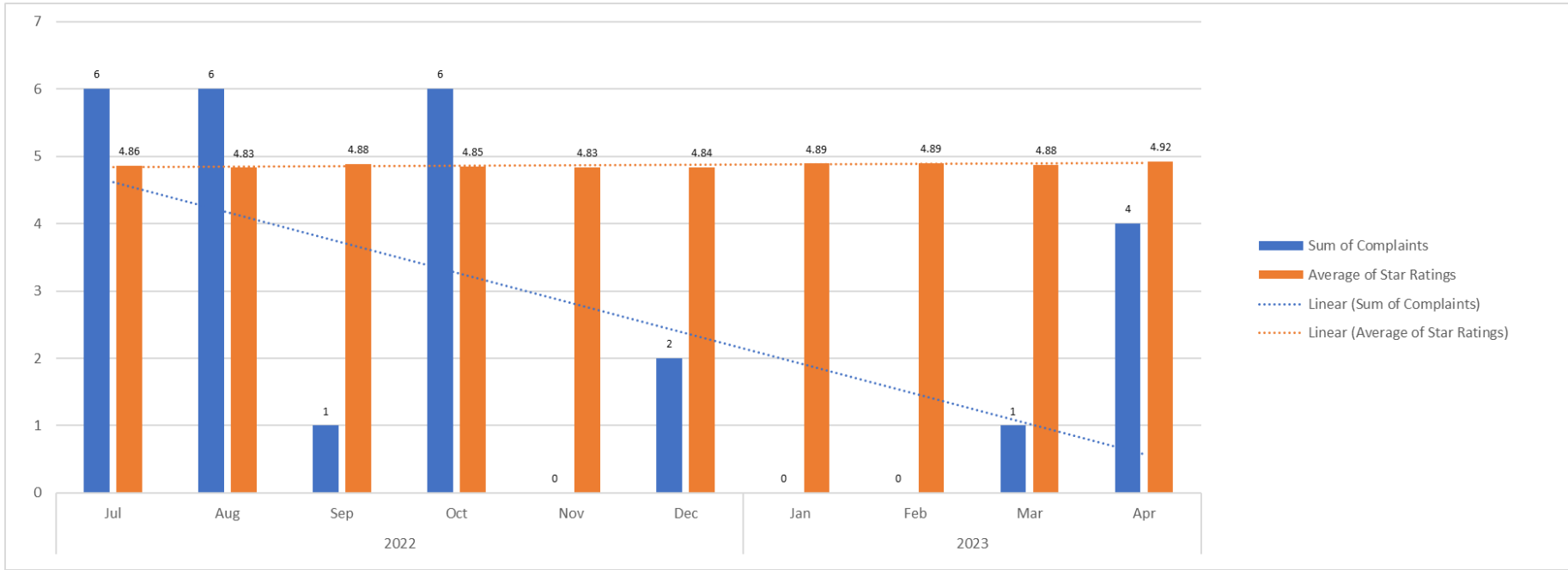


ACCIDENTS



April Accidents
0

PASSENGER FEEDBACK



April Complaints

4

April % Complaints

0.09%

April Average Ratings

4.92

LEGISLATIVE & FINANCE UPDATE

Presentation to the Board of Directors
May 23, 2023



FEDERAL



DEBT CEILING

The House has passed a bill known as the Limit, Save, Grow Act, to increase the nation's debt ceiling while cutting federal government spending.

As part of the Debt Limit negotiations, leaders are considering rescinding all remaining COVID-19 funding, including any public transit COVID-19 unobligated balances.

According to the Federal Transit Administration (FTA), as of May 9, 2023, public transit agencies have \$2.46 billion of remaining unobligated balances of COVID-19 relief.

NATIONAL DISASTER ENDS

FEMA has established May 11 as the end of the incident period for all COVID-19 emergency and major disaster declarations.

FTA's Sect. 5324 Emergency Relief Program relied on these declarations to allow and extend flexibilities to use Urbanized Area Formula Funding (Section 5307) at a Federal 100% share.

This change does not impact any obligated CARES, CRRSAA, or ARPA funds.



U.S. Department
of Transportation
**Federal Transit
Administration**

Administrator

1200 New Jersey Avenue, SE
Washington, DC 20590

May 2, 2023

Dear Colleague:

I am writing to inform you that the Federal Emergency Management Agency (FEMA) has established May 11, 2023 as the end of the incident period for all COVID-19 emergency and major disaster declarations, as well as the emergency work completion date for FEMA Public Assistance projects related to COVID-19. Because the Federal Transit Administration's (FTA) Emergency Relief Program (Section 5324) relies on emergency and disaster declarations to extend certain flexibilities to public transportation providers during an emergency, the ability to permit Urbanized Area Formula Funding (Section 5307) and Rural Area Formula Funding (Section 5311) to be used for capital activities directly attributable to responding to COVID-19 at 100 percent Federal share will also end on May 11, 2023. The ability to use those funds for operating activities that addressed COVID-19 at 100 percent Federal share had already expired after January 20, 2022. Therefore, no new Section 5307 or Section 5311 grants may be made under the authorities of the Emergency Relief Program.

STATE



STAT BUDGET - MAY REVISE

The Governor's revised budget shows a \$9 billion increased shortfall in California's estimated budget since January, bringing the total budget deficit to \$31.5 billion.

The 2022-23 May Revision to the Governor's Budget proposes spending of \$300.6 billion in total state funds

Officials estimate the October 15 tax-day extension will delay \$42 billion in revenues.

No new funds toward transportation.

No new cuts from transportation.

TIRCP funds not restored.



ZEV Goals

- California recently achieved its goal of 1.5 million zero emission vehicles (ZEVs) sold in the state two years ahead of schedule.
- With \$2 billion in ZEV incentives having been distributed to Californians, this is a major victory in the state's ambitious climate action plan.
- This year, 21% of all new cars sold in California this year have been ZEVs, and 40% of ZEVs sold in the U.S. are sold in California.



Assembly Bills - UPDATE

AB 6 – Transportation Planning

AB 7 – Transportation Funding

AB 31 - Public Transit: Funding

AB 463 – Public Transit
Electricity Prioritization

AB 610 – Free Youth Transit
Pass

AB 971 – Vehicles: Local
Ordinance

~~AB 1333 – Transportation – DOT~~

AB 1335 – Transportation
Planning & Sustainable Use

AB 1525 – Transportation
Finance – Equity

AB 1529 – EV Charging Stations

AB 1579 – Vehicle Batteries

AB 1580 – Air Pollution – EV

AB 1614 – Gasoline Fueling
Stations – Phase Out

AB 1626 – Electrification Fleet
Data



Senate Bills - UPDATE

SB 12 – Emissions Limit

SB 233 - ZEV Bidirectional
Capability

SB 397 – EV Charging at Rest
Stops

SB 493 – EV & Hydrogen
Infrastructure

~~SB 523 – State Transit
Assistance~~

SB 614 – Transportation
Development Act

SB 615 – EV Traction Batteries

SB 670 – Vehicle Miles Traveled

SB 768 – CEQA - Rural Areas

SBX1-2 - Energy: transportation
fuels



REGIONAL



APPEAL SUCCESS



FY 2023 FTA SECTION 5310
Preliminary Funding Awards
(Pending Appeals and Board Approval)

LANCASTER/PALMDALE URBANIZED AREA

Capital & Operating Projects

ATTACHMENT B

RANK	AGENCY	PROJECTS <u>RECOMMENDED</u> FOR A FUNDING AWARD	VEHICLES	ELIGIBLE COST (\$)	LOCAL MATCH (\$)	AWARD (\$)
1	Antelope Valley Transit Authority	AVTA NEMT Operations: Operating Assistance to Continue its Senior/Disabled Microtransit Service for Two (2) Years.		\$311,732	\$155,866	\$155,866
2	Antelope Valley Transit Authority ¹	AVTA NEMT Vehicle Replacement: Traditional Capital Assistance to Purchase One (1) Class G Cutaway (or Equivalent) and One (1) Class Z-2 Electric Cutaway for Replacement.	2	\$323,777	\$60,960	\$262,817
TOTALS			2	\$635,509	\$216,826	\$418,683

¹ Recommended for partial funding due to funds being depleted.

RANK	AGENCY	PROJECTS <u>NOT RECOMMENDED</u> FOR A FUNDING AWARD	VEHICLES	ELIGIBLE COST (\$)	LOCAL MATCH (\$)	REQUEST (\$)
2	Antelope Valley Transit Authority ²	AVTA NEMT Vehicle Replacement: Traditional Capital Assistance to Purchase One (1) Class G Cutaway (or Equivalent) and One (1) Class Z-2 Electric Cutaway for Replacement.		\$11,338	\$2,155	\$9,183
TOTALS				\$11,338	\$2,155	\$9,183

² Although the project proposal met the minimum score required, funds have been depleted.

AVTA HAPPENINGS

SCAG has released the FTA Sect. 5307 Split letter for FFY23 funds.

Funds are now available to be obligated in a grant.



AVTA HAPPENINGS

2023 SPRING LEGISLATIVE CONFERENCE

AGENDA

MAY 16, 2023

SAFE CREDIT UNION CONVENTION CENTER

California Transit
Association



AVTA HAPPENINGS

Congratulations to Karim Illescas and Tisha Lane on their recent AVC Graduation!!



Questions?



FY 2023 Monthly Fleet Maintenance Key Performance Indicators

Presentation to the Board of Directors

May 23, 2023



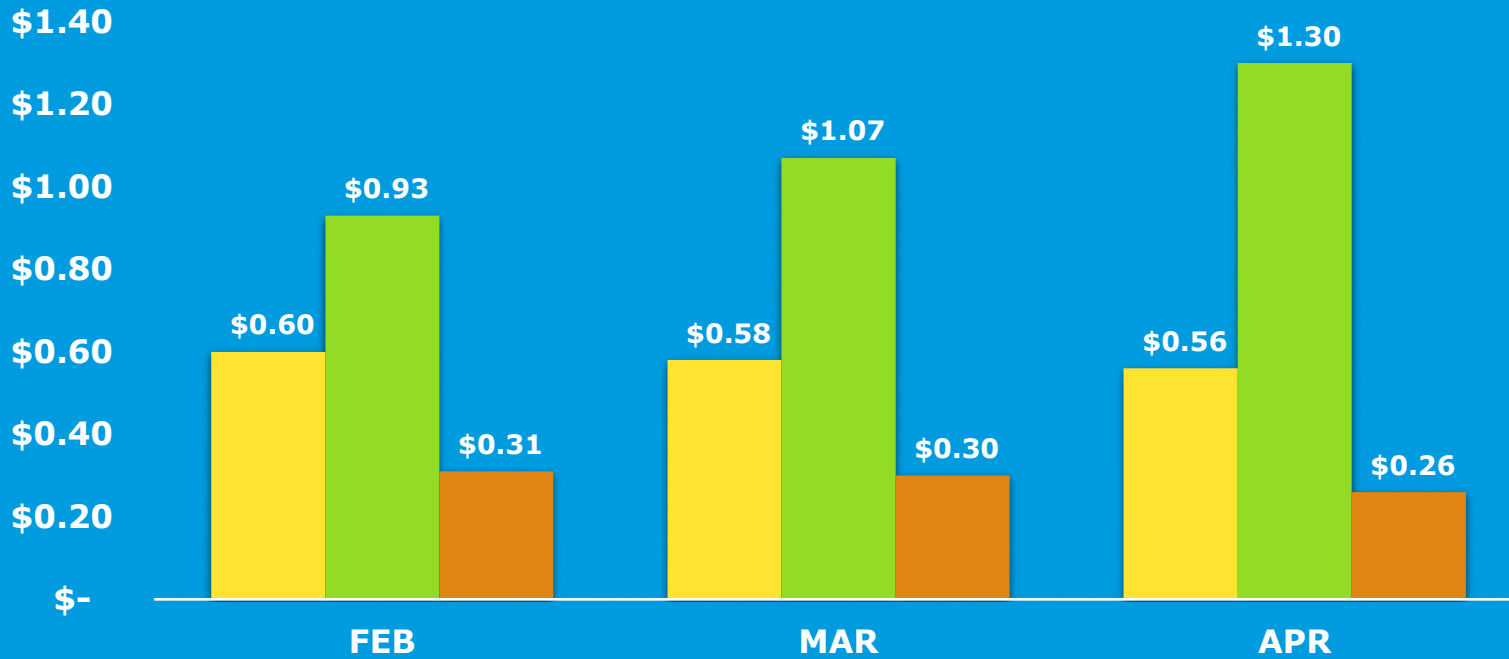
ELECTRIC MILES TRAVELED

■ Commuter ■ Fixed Route ■ Lifetime Electric Miles



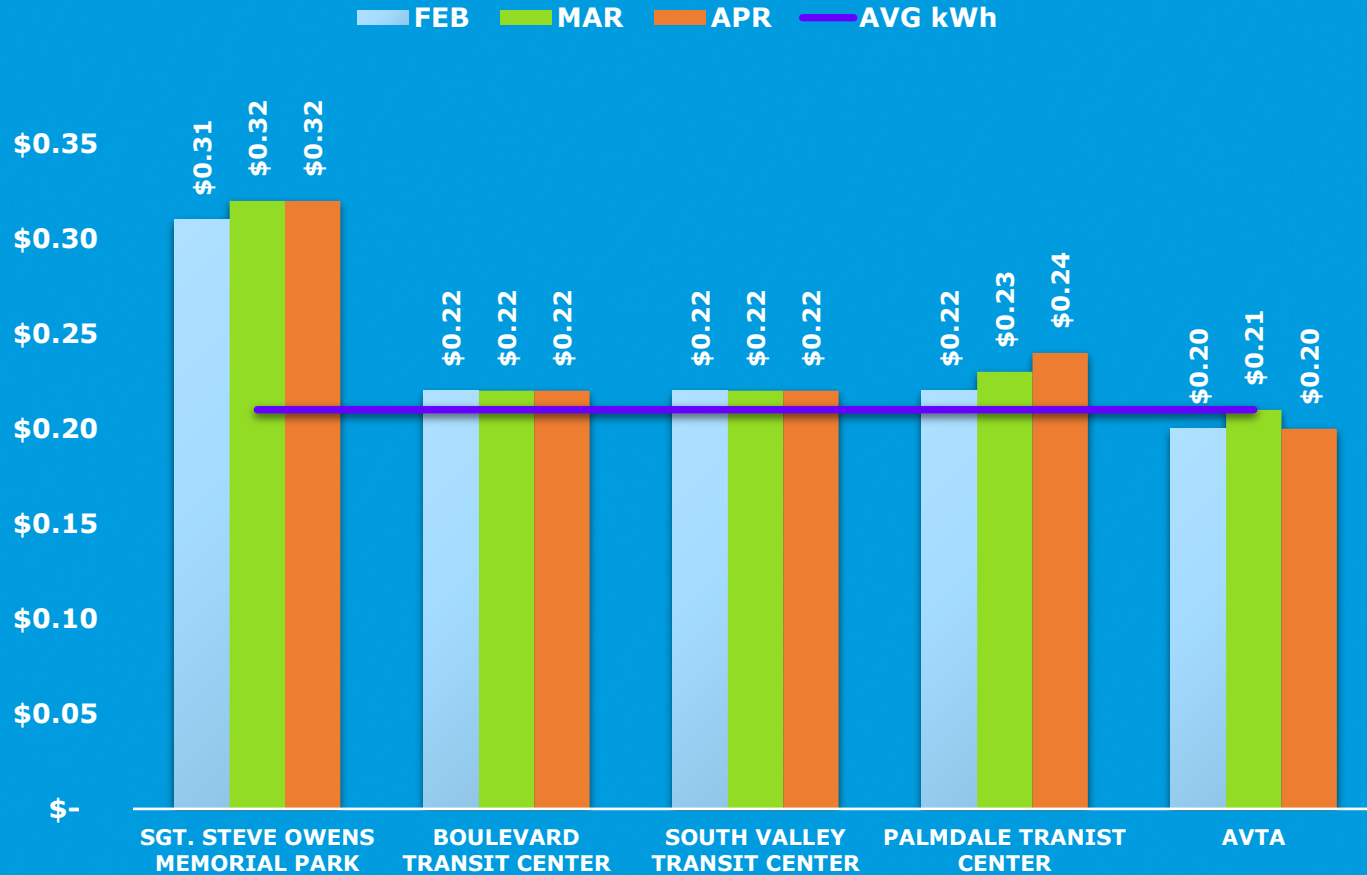
MAINTENANCE COST PER MILE BY FLEET

■ 40'BYD ■ 60'BYD ■ 45'MCI



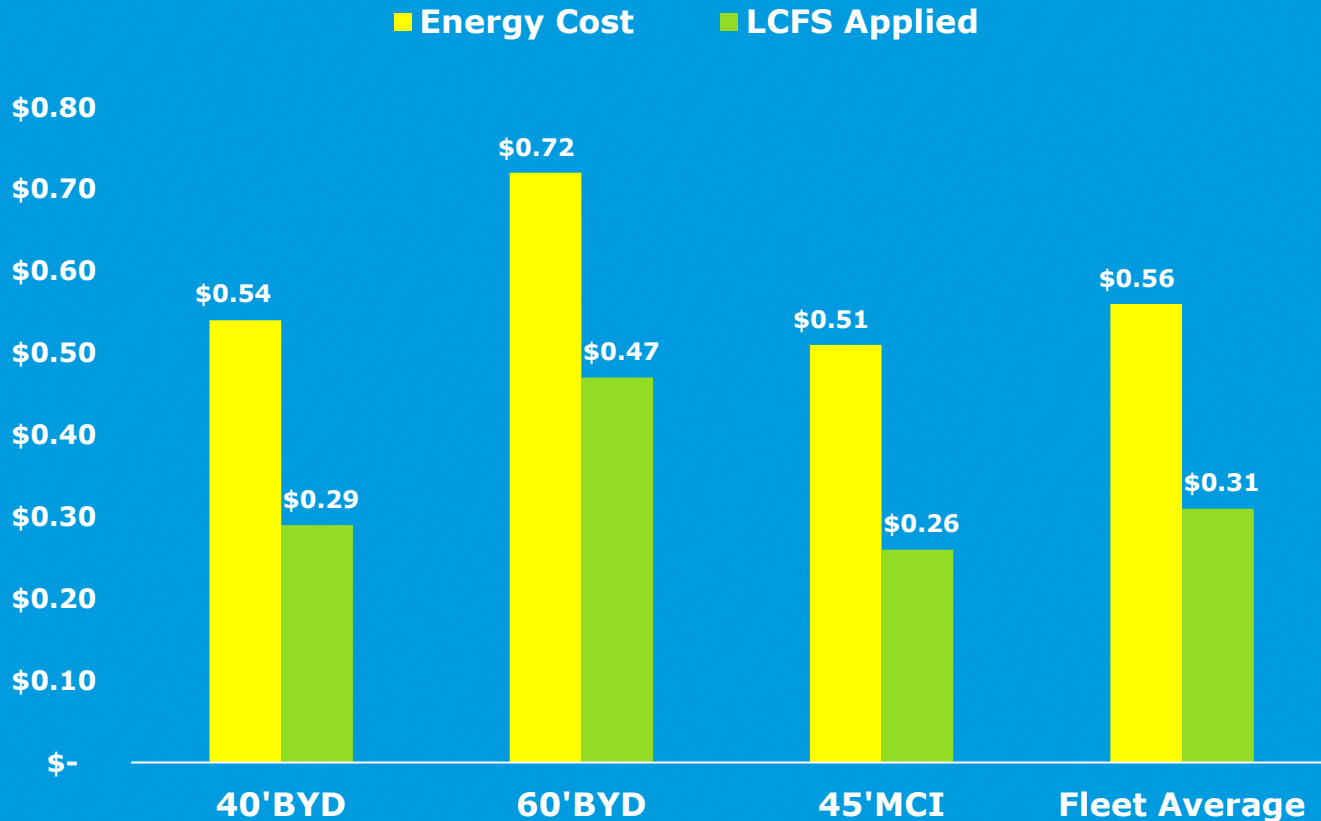
ENERGY DEPOTS

COST PER KWH



kWh ENERGY COST PER MILE

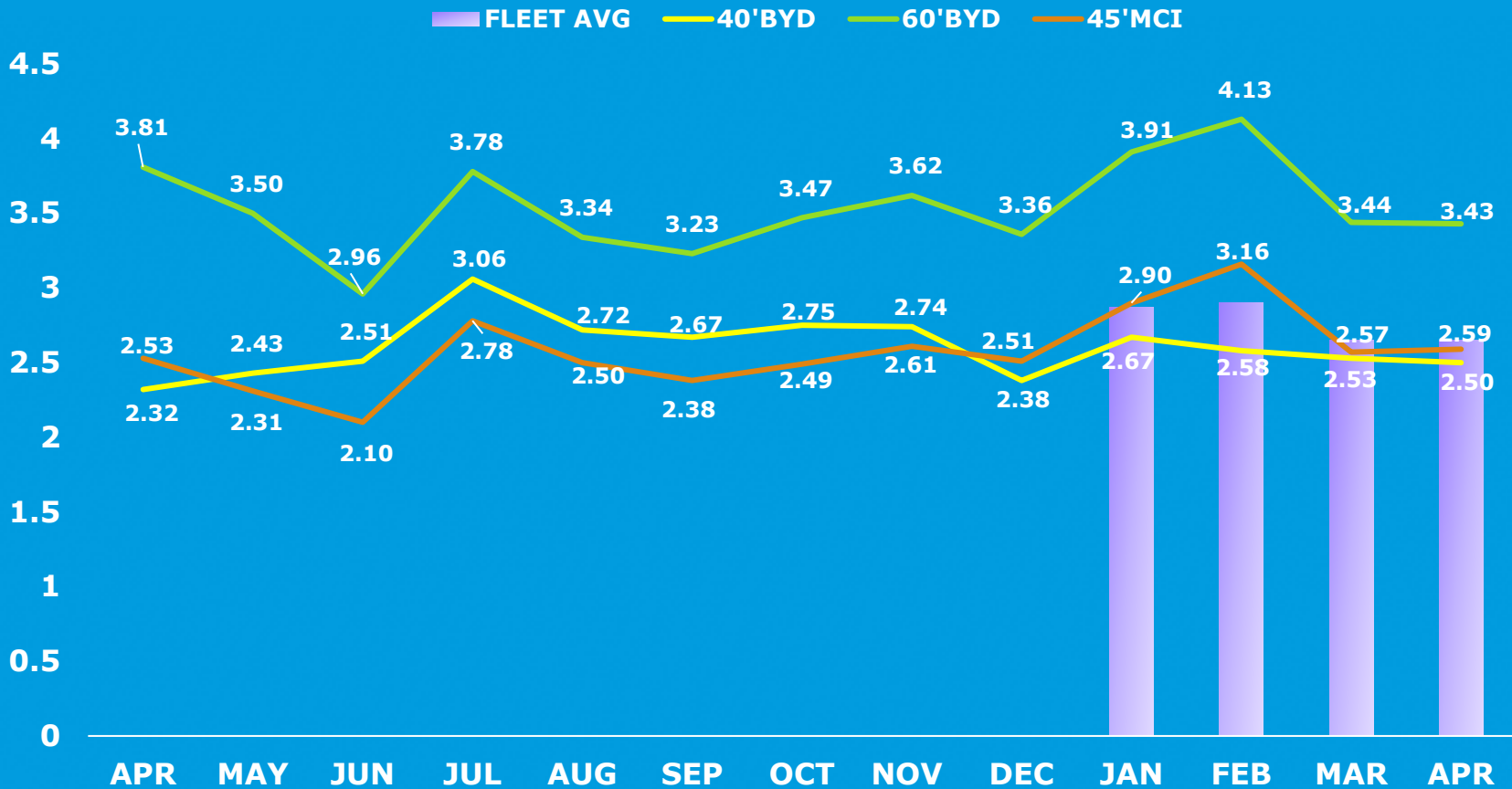
APRIL



\$.25 Low Carbon Fuel Standard credits value per mile.

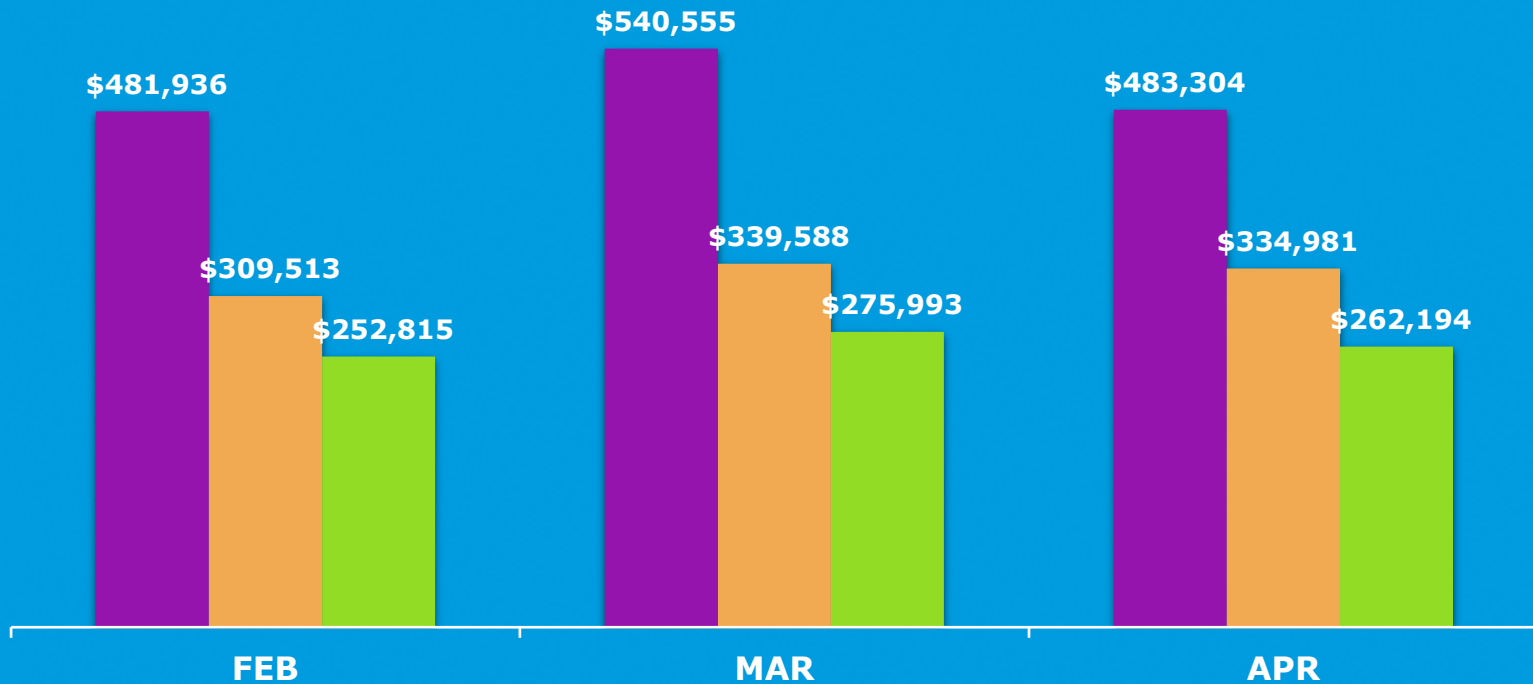
Fuel costs are paid directly by AVTA.

AVERAGE kWh CONSUMPTION PER MILE



COMBINED FLEET COSTS ENERGY AND MAINTENANCE

■ Diesel ■ Combined Costs ■ LCFS Applied



Discussion/Questions?



FY 2023 Monthly Operations Key Performance Indicators

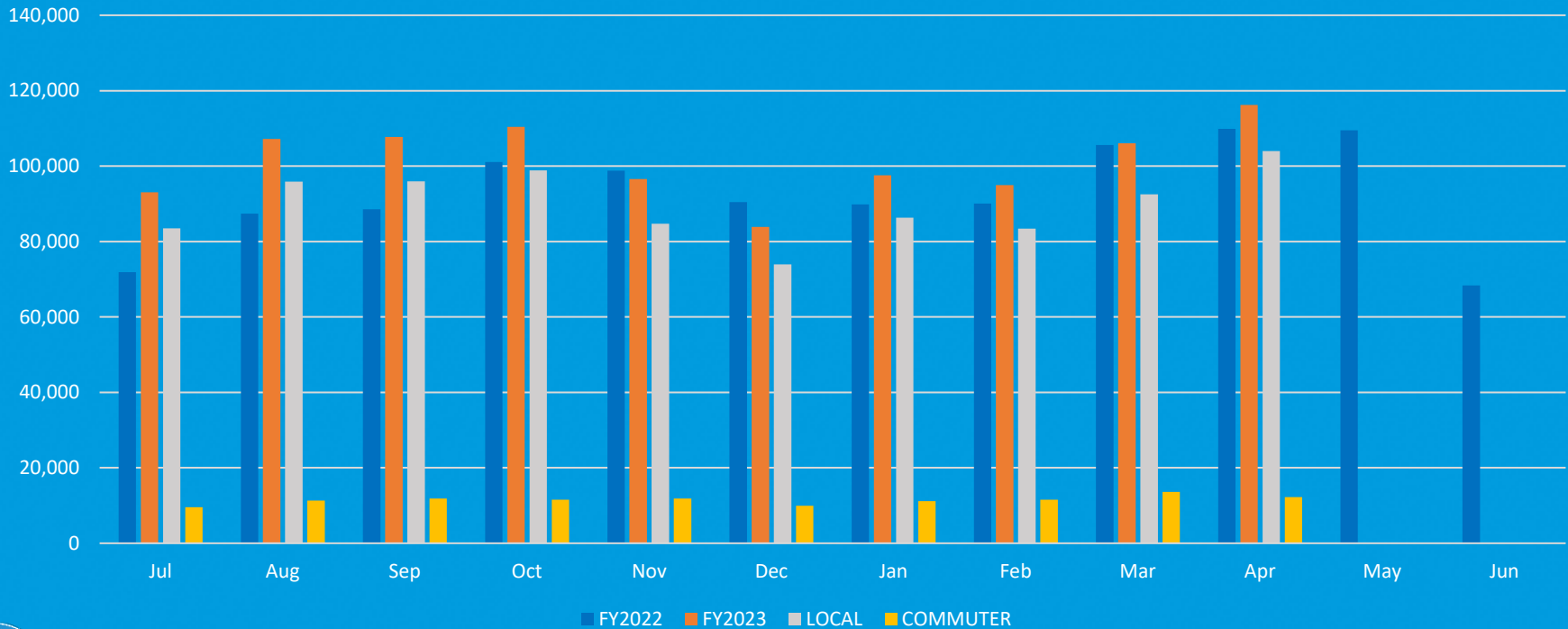
Presentation to the Board of Directors

May 23, 2023

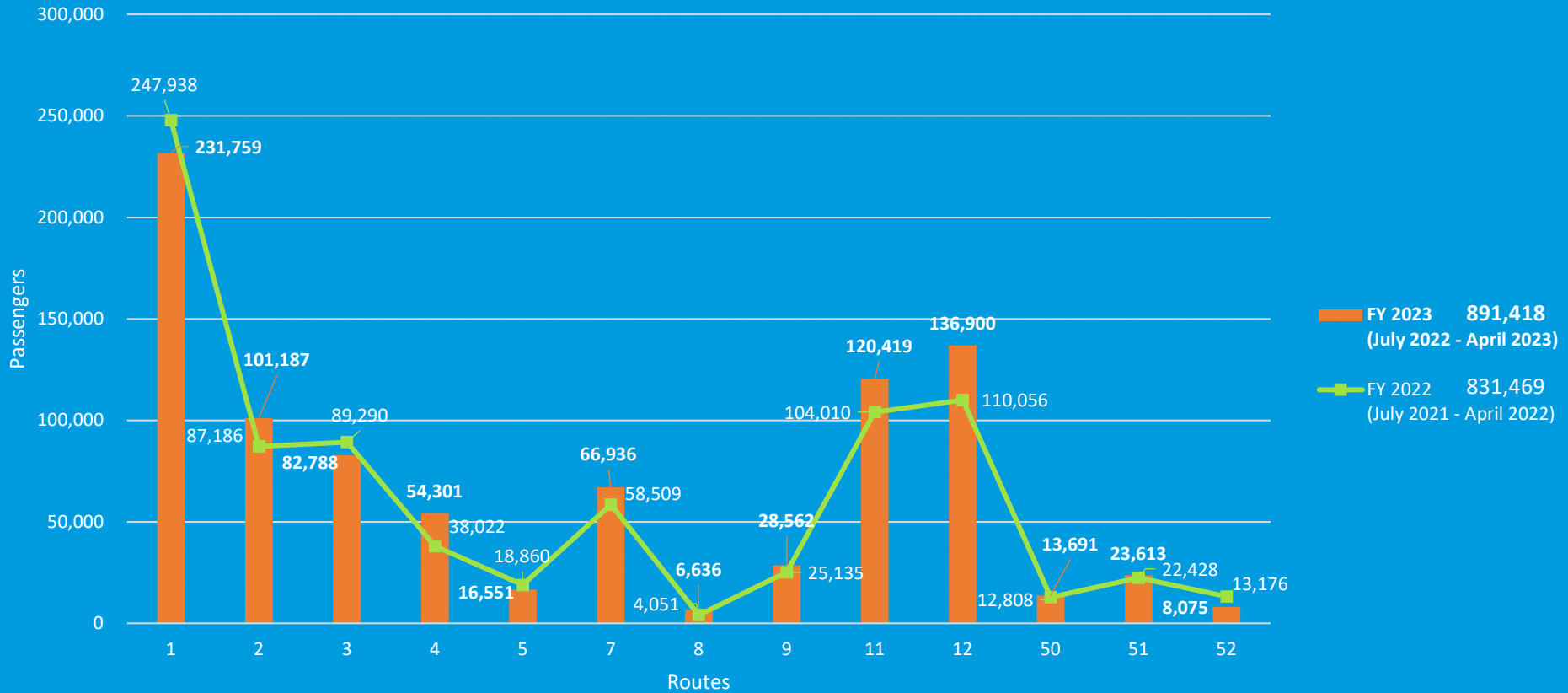


MONTHLY BOARDING ACTIVITY

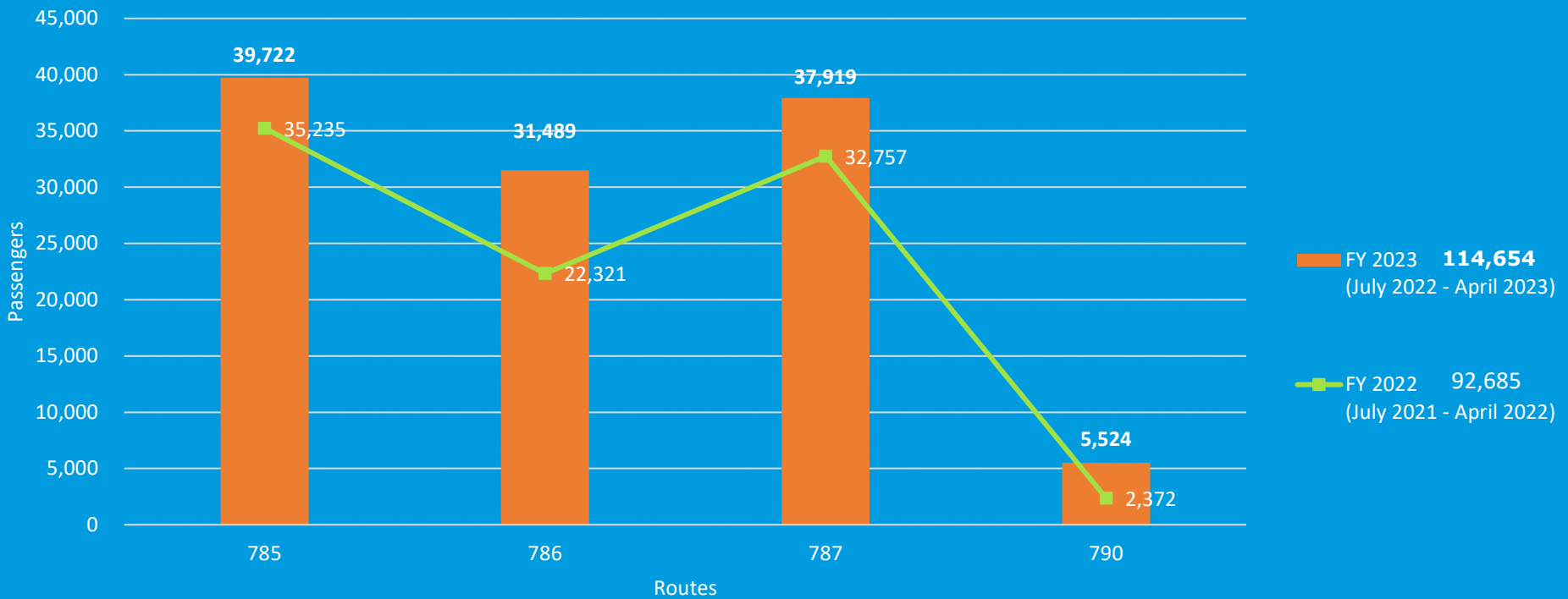
	April 2023 FY 2023	March 2023 FY 2023
System	116,241	106,102
Local	103,997	92,513
Commuter	12,244	13,589



ANNUAL RIDERSHIP LOCAL ROUTES



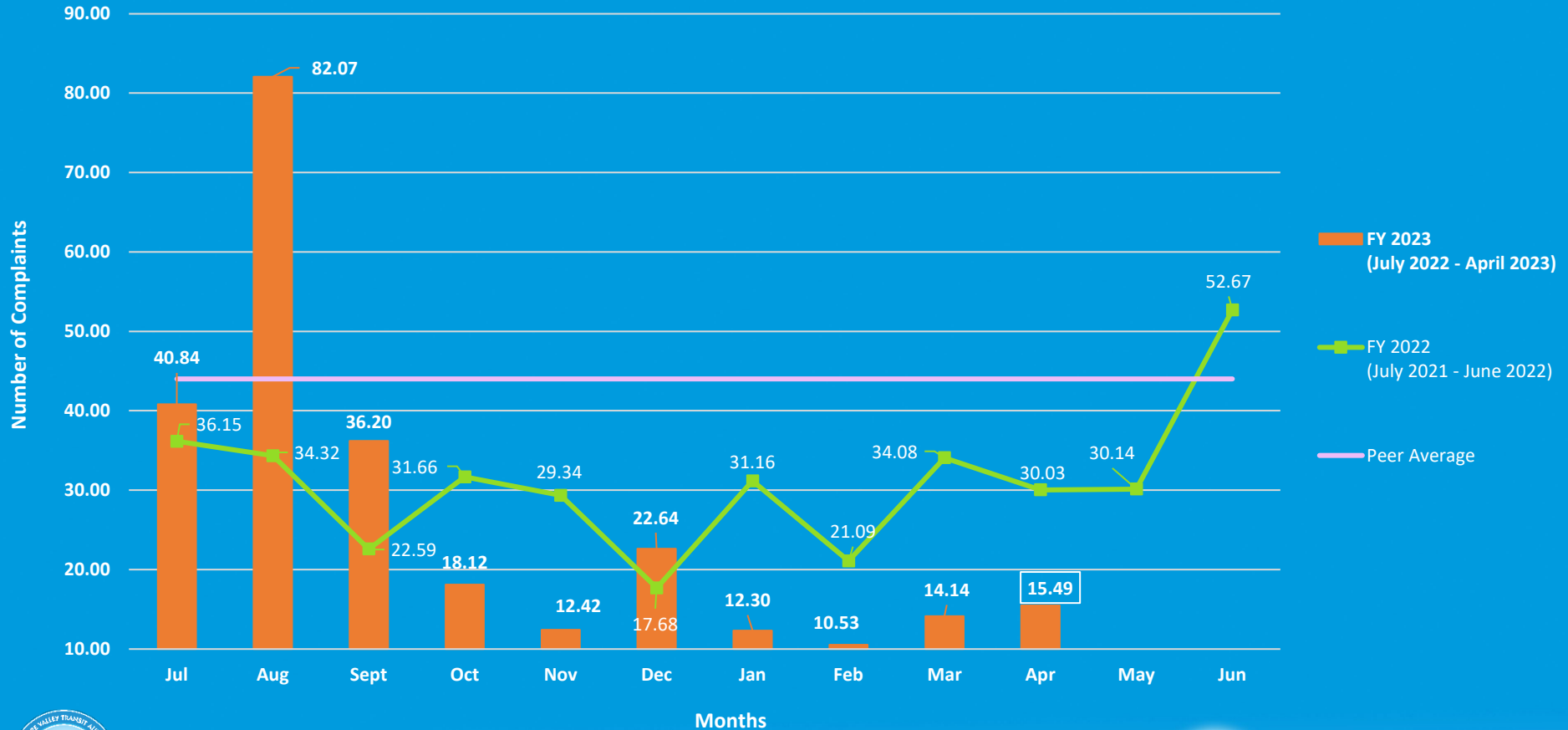
ANNUAL RIDERSHIP COMMUTER ROUTES



COMPLAINTS/100,000 BOARDINGS

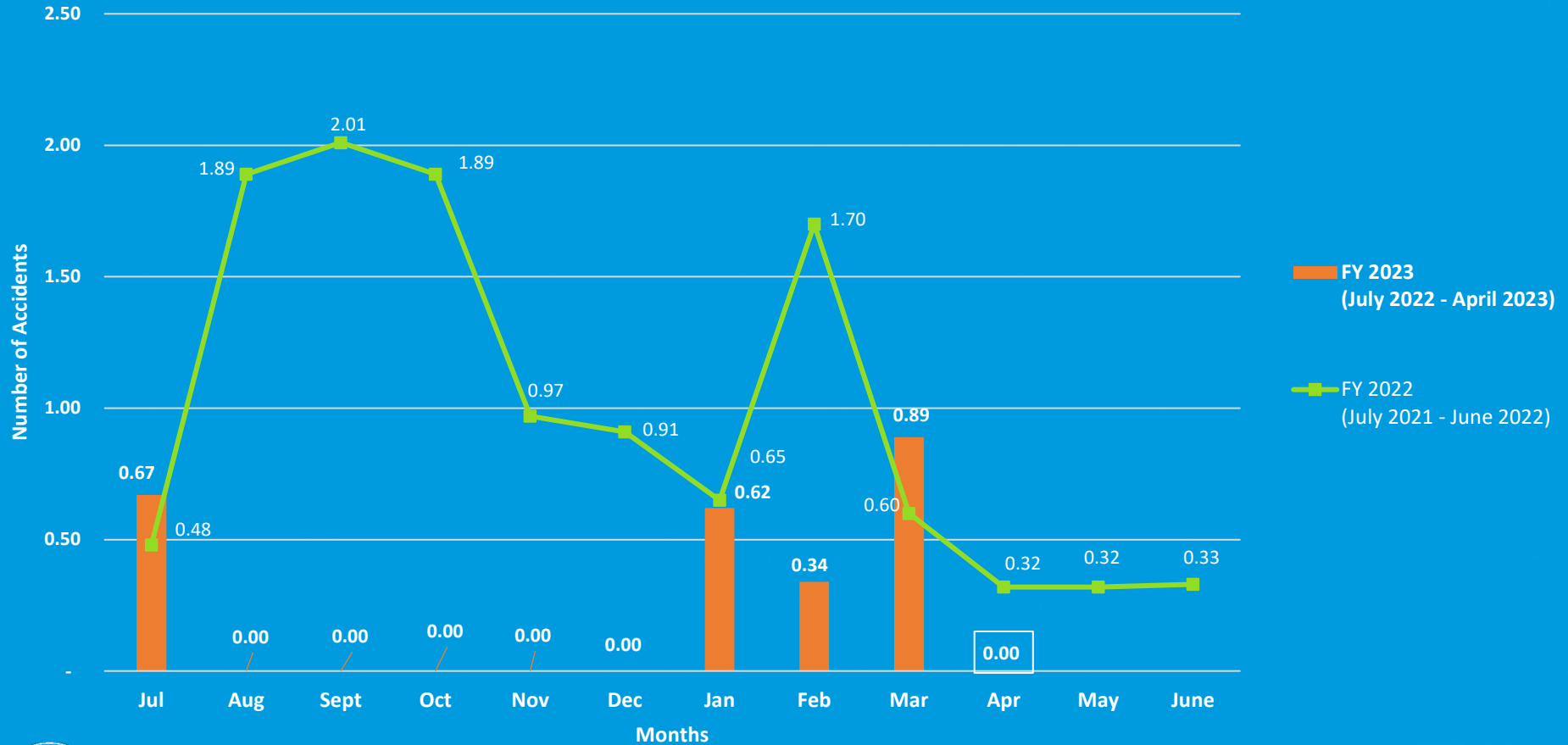
APRIL - SYSTEM WIDE AVERAGE: 15.49

PEER AVERAGE: 44.00



PREVENTABLE ACCIDENTS/100,000 MILES

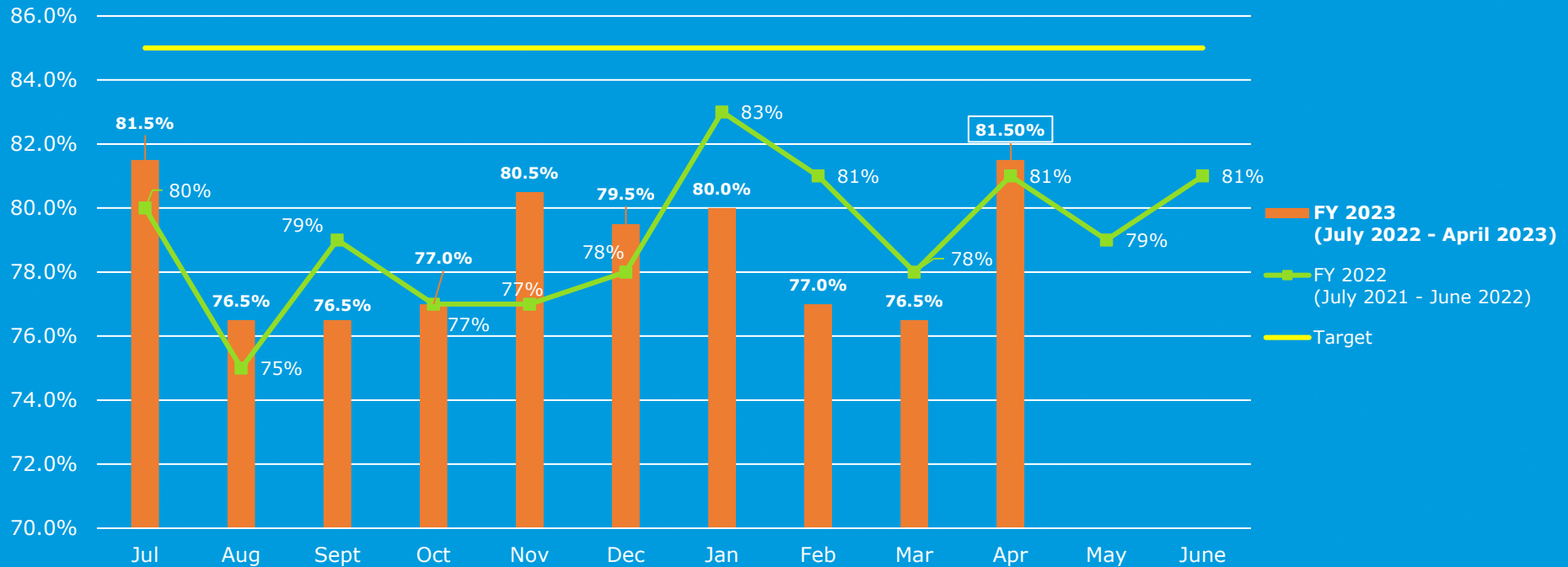
APRIL – SYSTEM-WIDE AVERAGE: 0.0



ON TIME PERFORMANCE

APRIL – SYSTEM WIDE AVERAGE: 81.5%

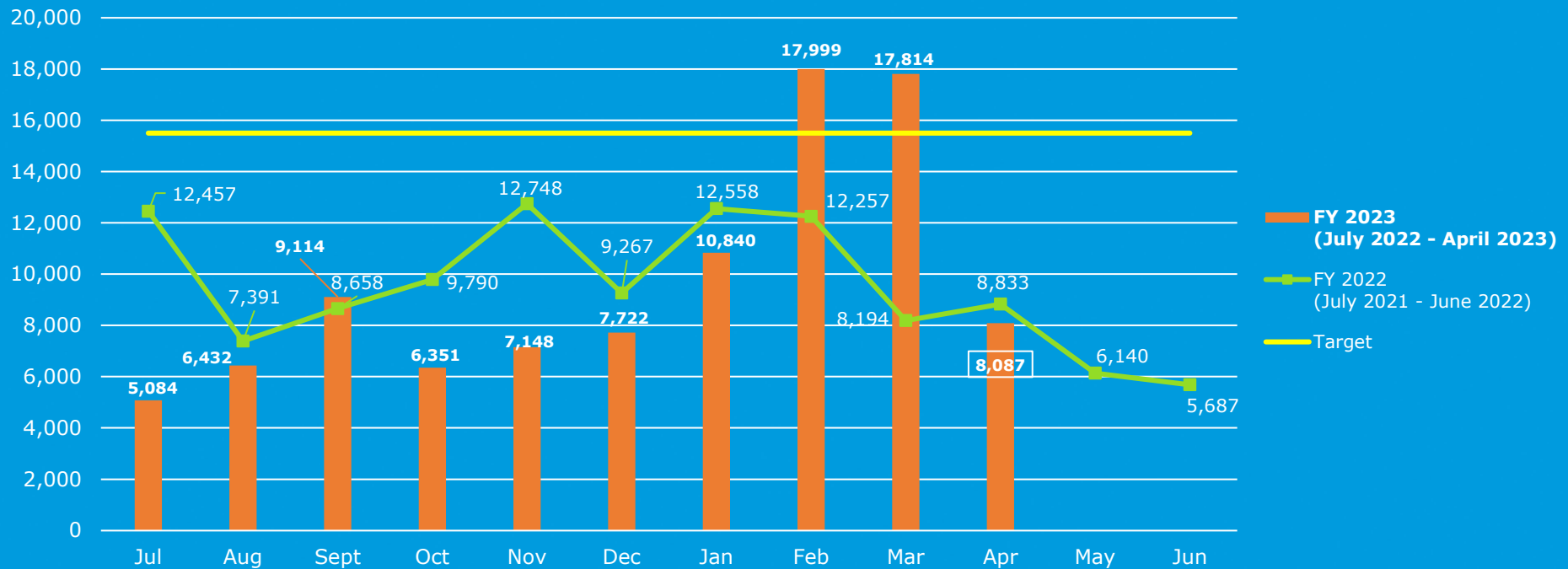
TARGET: 85%



AVERAGE MILES BETWEEN ROADCALLS

APRIL - SYSTEM WIDE AVERAGE: 8,087

Target: 15,500



KEY PERFORMANCE INDICATORS

	April 2023 FY 2023	March 2023 FY 2023	April 2022 FY 2022
Boarding Activity	116,241	106,102	109,902
Complaints / 100,000 Boardings	15.49	14.14	30.03
Preventable Accidents / 100,000 Miles	.00	.89	.32
On Time Performance	81.5%	76.5%	81.0%
Average Miles Between Roadcalls	8,087	17,814	15,562



Thank you!

Questions?





Regular Meeting of the Board of Directors

Tuesday, April 25, 2023

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 10:02 a.m.

PLEDGE OF ALLEGIANCE:

Director Ohlsen led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Eric Ohlsen, Director Raj Malhi, Director Michelle Flanagan

Absent

Director Richard Loa

APPROVAL OF AGENDA:

On a motion by Director Flanagan and seconded by Vice Chair Knippel, the Board of Directors approved the agenda.

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Ohlsen, Malhi, Flanagan

Nays: None

Abstain: None

Absent: Director Loa

PUBLIC BUSINESS– AGENDIZED AND NON-AGENDIZED ITEMS:

Alex Argott – suggested providing a Dial-A-Ride (DAR) vehicle specifically for the age 55 and over community in the Tierra Subida area to coordinate rides twice a month for shopping purposes.

Charlotte Baxter – requested an update on the 19 new electric DAR vans and thanked Joshua McTaggart, AV Transportation Services Analyst, for helping her add the AVTA On-Request application to her smartphone. She also complimented the DAR operators for their assistance.

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

SRP 1 PRESENTATION TO AVTA EMPLOYEE OF THE THIRD QUARTER FOR FISCAL YEAR 2022/2023

Esteban Rodriguez, Senior Director of Operations and Planning, presented the award to Geraldina Romo, Planning Manager.

SRP 2 LEGISLATIVE REPORT FROM CONGRESSMAN MIKE GARCIA'S OFFICE

Jacqueline Owens, Field Representative for Congressman Mike Garcia CA-27, was unable to attend the meeting.

SRP 3 LEGISLATIVE REPORT FROM SENATOR SCOTT WILK'S OFFICE

Shawn Cannon, Field Representative for Senator Scott Wilk, announced that the Senate Committee on Rules appointed Senator Wilk to serve on the Little Hoover Commission, California's independent oversight agency. He also provided an update on Senate Bill (SB) 663 - California Renewables Portfolio Standard Program: renewable hydrogen and SB 32 – Motor vehicle fuel tax: greenhouse gas reduction programs: suspension.

SRP 4 LEGISLATIVE REPORT FROM ASSEMBLYMAN TOM LACKEY'S OFFICE

Pamela Balch, District Director for Assemblyman Lackey, was unable to attend the meeting.

SRP 5 LEGISLATIVE REPORT FROM ASSEMBLYMAN JUAN CARRILLO'S OFFICE

Juan Blanco, Field Representative for Assemblyman Juan Carrillo, had no updates to report.

SRP 6 PRESENTATION TO MV TRANSPORTATION EMPLOYEE AND OPERATOR OF THE MONTH

MV Assistant General Manager Terrence Gore presented the award to the Employee of the Month, Christine Jones, and announced Edwin Tomas as the Operator of the Month, who was unable to attend the meeting.

SRP 7 PRESENTATION TO AV TRANSPORTATION SERVICES EMPLOYEE OF THE MONTH

AV Transportation Services President Art Minasyan presented the Employee of the Month award to Tierra McGowan.

SRP 8 MICROTRANSIT AND DIAL-A-RIDE KEY PERFORMANCE INDICATORS (KPI) REPORT

Mr. Minasyan presented the report.

SRP 9 LEGISLATIVE REPORT FOR MARCH 2023

Chief Financial Officer Judy Vaccaro-Fry reported on the PEPRA litigation, grant opportunities, grant awards, various Assembly and Senate bills, the EPA's proposed new federal emissions standards, and the debt ceiling. Chairman Crist acknowledged the finance staff for assisting with the grant submissions.

Alternate Director Kathryn MacLaren, the representative for the City of Palmdale, arrived at 10:36 a.m.

SRP 10 MAINTENANCE KPI REPORT

Operations Analyst Joseph Sanchez presented the report.

SRP 11 OPERATIONS KPI REPORT

Mr. Gore presented the report.

PUBLIC HEARING (PH):

PH 1 PUBLIC HEARING FOR METRO FISCAL YEAR 2023 FEDERAL TRANSIT ADMINISTRATION SECTION 5310 PROGRAM FOR ELIGIBLE PROJECTS AND AUTHORIZATION FOR THE FILING OF A FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310 GRANT APPLICATION FOR THE PURCHASE OF NEW VEHICLES TO BE USED

IN AVTA’S NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT) SERVICE, AND OPERATING FUNDS FOR THE NEMT PROGRAM

Chairman Crist opened the Public Hearing. Ms. Vaccaro-Fry presented the staff report. There was no public input regarding this item. Chairman Crist closed the Public Hearing.

On a motion by Alternate Director Mac Laren and seconded by Director Flanagan, the Board of Directors authorized the Executive Director/CEO to file a Federal Transit Administration Section 5310 grant application with LA County MTA in the amount of up to \$440,714 for two vehicles and operating funds for the Authority’s Non-Emergency Medical Transport (NEMT) program; and authorized the Executive Director/CEO or designee to execute the application and any other documents necessary to complete the application process.

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Ohlsen, Malhi, Flanagan, Alternate Director Mac Laren

Nays: None

Abstain: None

Absent: None

CONSENT CALENDAR (CC):

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF MARCH 28, 2023

Approve the Board of Directors Regular Meeting Minutes of March 28, 2023.

CC 2 FINANCIAL REPORT FOR MARCH 2023

Receive and file the Financial Report for March 2023.

CC 3 FISCAL YEAR 2022/2023 (FY 2023) THIRD QUARTER LOS ANGELES COUNTY SHERIFF’S DEPARTMENT (LASD) REPORT (JANUARY 1 – MARCH 31, 2023)

Receive and file the FY 2023 Third Quarter LASD report for the period covering January 1 through March 31, 2023.

CC 4 DESTRUCTION OF AVTA RECORDS

In accordance with AVTA’s Record Retention Policy, authorize the destruction of the on-site records (paper, electronic, audio, photographic, etc.) detailed on the Records Destruction list.

On a motion by Vice Chair Knippel and seconded by Alternate Director Mac Laren, the Board of Directors approved the Consent Calendar.

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

Yeas: Chairman Crist, Vice Chair Knippel, Director Ohlsen, Malhi, Flanagan, Alternate Director Mac Laren

Nays: None

Abstain: None

Absent: None

NEW BUSINESS (NB):

NB 1 ELECTION OF BOARD OFFICERS FOR FISCAL YEAR 2023/2024 (FY 2024)

On a motion by Director Flanagan and seconded by Director Malhi, the Board of Directors nominated and re-elected Marvin Crist as Chair and Dianne Knippel as Vice Chair for FY 2024.

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

Yeas: Chairman Crist, Vice Chair Knippel, Directors Ohlsen, Malhi, Flanagan, Alternate Director Mac Laren

Nays: None

Abstain: None

Absent: None

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 REPORT BY THE EXECUTIVE DIRECTOR/CEO MARTIN TOMPKINS

- Announced that DBE/EEO Compliance Officer Kelly Miller will retire on April 30, 2023.
- Stated that the annunciators on the buses will announce that assaulting operators is a felony. The Chairman asked if assaulting a passenger was a felony and directed Mr. Blanco to request support from Assemblyman Carrillo.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

There were no miscellaneous business – non-agenda items presented.

ADJOURNMENT:

Chairman Crist adjourned the meeting at 10:52 a.m. to the Regular Meeting of the Board of Directors on May 23, 2023, at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 23rd day of MAY 2023.

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 Ms. Karen Darr, Clerk of the Board, at (661) 729-2206 to arrange to review a recording.



DATE: May 23, 2023

TO: BOARD OF DIRECTORS

SUBJECT: Financial Report for April 2023 and Fiscal Year 2022/2023 (FY 2023) Third Quarter Treasurer's Report

RECOMMENDATION:

Receive and file the Financial Report for April 2023 and FY 2023 Third Quarter Treasurer's Report, including Capital Reserve and Farebox Recovery information.

FISCAL IMPACT:

	April 2023
PAYROLL	\$373,192.42
CASH DISBURSEMENTS	\$3,596,541.47

FY 2023 Farebox Recovery Ratio

	Q1	Q1 + Q2	Q1+Q2+Q3
Directly Generated Revenue	\$910,757	\$1,858,698	\$2,850,722
Operating Expenses	\$8,652,317	\$15,893,562	\$24,038,255
Farebox Recovery Ratio	10.5%	11.6%	11.9%

Notes: Revenue includes Farebox, Advertisements and Gain on Sale, LCFS Credits and Investment Income.

BACKGROUND:

To comply with the provisions required by Sections 37202, 37208, and 6505.5 of the Government Code, the Chief Financial Officer, in conjunction with the Senior Finance Manager, provides a monthly payroll total and cash disbursements. The Executive Director/CEO appointed as the Authority's Treasurer certifies the availability of funds.

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

Prepared by:

Submitted by:

Vianney McLaughlin
Senior Finance Manager

Martin J. Tompkins
Executive Director/CEO

Attachment: A – Third Quarter Treasurer's Report

ANTELOPE VALLEY TRANSIT AUTHORITY
Treasurer's Report
For the quarter ended 3/31/2023

Investment Type	Description	Beginning Balance 12/31/22	Deposits & Transfers	Disbursements & Transfers	Interest	Ending Balance 3/31/23
Cash and Investments Under the Direction of the Treasurer						
	Local Agency Investment Fund (LAIF) - Cap & Op Reserve	\$ 15,063,342.00	321,000		102,799	15,487,141
	Mission Bank- Reserve Investments	\$ 4,097,606.63			23,811	4,121,418
	Mission Bank- Benefit Investments	\$ 1,000,000.00			8,587	1,008,587
Total Capital & Op. Reserves and Restricted Funds		20,160,949	321,000	-	135,198	20,617,146
	General Account- Mission Bank	4,104,788	12,037,502	(11,577,257)		4,565,033
	Stuff-a-Bus *	357				357
	Petty Cash Balance	750				750
Operating Accounts Total		4,105,895	12,037,502	(11,577,257)	-	4,566,140
TOTAL CASH AND INVESTMENTS		\$ 24,266,844	\$ 12,358,502	\$ (11,577,257)	\$ 135,198	\$ 25,183,287

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, Mission 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:

Vianney McLaughlin
Sr. Finance Manager

Judy Vaccaro-Fry
Chief Finance Officer



DATE: May 23, 2023

TO: BOARD OF DIRECTORS

SUBJECT: Local Agency Investment Fund (LAIF) Investments for Fiscal Year 2023/2024 (FY 2024)

RECOMMENDATION:

Adopt Resolution 2023-004 (Attachment A), a Resolution appointing the Executive Director/CEO as Treasurer and the Chief Financial Officer as Controller; authorizing investment of monies in the LAIF for FY 2024 (July 1, 2023 through June 30, 2024) to the Treasurer; adopting a policy for the investment of surplus transit funds for FY 2024; and rescinding Resolution Nos. 2021-005 and 2022-008.

FISCAL IMPACT:

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

BACKGROUND:

Prior to the commencement of each fiscal year, the Board of Directors authorizes the deposit and withdrawal of the Authority's Local Agency Investment Fund (LAIF) investments in the State Treasury in accordance with the provisions of Government Code Section 16429. The Investment Policy Statement for FY 2024 (Attachment A.1) fulfills the California Government Code Section 53646 requirement that each legislative body review and adopt an Investment Policy Statement on an annual basis.

The bulk of general banking is done with Mission Bank, in addition to one investment money market account; limited by law to an overall percentage of Authority's cash balances. All other available cash funds, including the operating and capital reserves are invested in the Authority's LAIF investment account, in accordance with the Investment Policy Statement.

The Procedure (Attachment B) establishes the steps necessary to use the LAIF for investment purposes, to reconcile monthly activity to the general ledger, and to reconcile cash on the books with the cash in LAIF.

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

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO

Attachments: A – Resolution No. 2023-004
 A.1 – Investment Policy Statement
 (Exhibit A to Resolution No. 2023-004)
 B – LAIF Procedures

RESOLUTION NO. 2023-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY APPOINTING THE EXECUTIVE DIRECTOR/CEO AS TREASURER AND THE CHIEF FINANCIAL OFFICER AS CONTROLLER, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) FOR FISCAL YEAR 2023/2024 (FY 2024) TO THE TREASURER, ADOPTING A POLICY FOR THE INVESTMENT OF SURPLUS TRANSIT FUNDS FOR FY 2024, AND RESCINDING RESOLUTION NOS. 2021-005 AND 2022-008

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

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

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

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

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Antelope Valley Transit Authority.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of Antelope Valley Transit Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, DECLARED, DETERMINED AND ORDERED as follows:

Section 1. As authorized by Government Code Section 6505.6, the Board of Directors appoints the Executive Director/CEO as Treasurer and appoints the Chief Financial Officer as the Controller.

Section 2. As authorized by Government Code Section 53607, the Board of Directors delegates its investment authority to the Treasurer for FY 2024, who shall thereafter assume full responsibility for those investment transactions until the delegation of authority is revoked or expires, and shall make a quarterly report of those transactions, in accordance with Government Code Section 53646, to the Board of Directors.

Section 3. The following Antelope Valley Transit Authority officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

1. Martin J. Tompkins, Executive Director/CEO (Treasurer)
2. Judy Vaccaro-Fry, Chief Financial Officer (Controller)

Section 4. As required by Government Code Section 53646, the Board of Directors has considered at a public meeting a statement of investment policy, and the Board of Directors hereby adopts that policy, in the form attached as Exhibit "A" to this resolution, to guide the investments of the Treasurer for FY 2024.

Section 5. Resolution Nos. 2021-005 and 2022-008 are rescinded in their entirety.

Section 6. This resolution shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

Section 7. The Secretary of the Board shall certify to the adoption of this resolution.

PASSED , APPROVED AND ADOPTED, by the Board of Directors of the Antelope Valley Transit Authority; County of Los Angeles of the State of California on May 23, 2023 by the following vote:

AYES: _____

NAYS: _____

ABSTAIN: _____ ABSENT: _____

Marvin Crist, Chairman


ATTEST: APPROVED AS TO FORM:

Karen S. Darr
Clerk of the Board

Allison E. Burns
General Counsel

PROPOSED

Exhibit A

	Local Agency Investment Fund (LAIF) Policy Statement	
	Policy Effective Date: 7/1/2023 – 6/30/2024	Revised on: 5/23/2023
	Approved by: Board of Directors	
	Date Approved: 5/23/2023	Page 1 of 14

1. POLICY

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

2. SCOPE

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

These funds include Operating and Capital Funds.

3. OBJECTIVE

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

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

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

- Safety

Safety and the minimizing of risk associated with investing refer to attempts to reduce the potential for loss of principal, interest or a combination of the two. The first level of risk control is found in state law which restricts the particular type of investments permissible for governmental entities. The second level of risk control is reduction of default risk by investing in instruments that appear upon examination to be the most credit worthy. The third level of risk control is reduction of market risk by investing in instruments that have maturities coinciding with planned dates of disbursement, thereby eliminating risk of loss from a forced sale.

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

- Liquidity

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

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

- Yield

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

4. DELEGATION OF AUTHORITY

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

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

5. RESPONSIBILITY OF INVESTMENT OFFICERS

Cash management and investment transactions are the responsibility of the Investment Officer. The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes,

provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

6. INDIVIDUALS AUTHORIZED TO UNDERTAKE INVESTMENT TRANSACTIONS

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

- Executive Director/CEO
- Chief Financial Officer

7. PRUDENCE

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

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

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

8. SAFEKEEPING

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

- Mission Bank
- California State Investment Pool (Local Agency Investment Fund or “LAIF”).

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

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

9. ETHICS AND CONFLICTS

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

10. MONITORING AND ADJUSTING THE PORTFOLIO

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

11. INTERNAL CONTROLS

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

12. INVESTMENT PROCEDURES

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

13. REPORTING REQUIREMENTS

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

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

14. SHORT-TERM VERSUS LONG-TERM PORTFOLIO

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

15. SHORT-TERM PORTFOLIO DIVERSIFICATION

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

Diversification by Instrument:

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

16. MATURITY SCHEDULING:

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

17. LONG-TERM PORTFOLIO DIVERSIFICATION

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

Maturity scheduling shall be timed according to anticipated needs.

18. AUTHORIZED INVESTMENTS (G.C. 53601)

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

AVTA may invest in the following legal investments as defined in Section 53601 of the California Government Code: 53601. This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local

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

- (a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (d) Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- (e) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

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

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

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

- (1) The entity meets the following criteria:

- (A) Is organized and operating in the United States as a general corporation.
- (B) Has total assets in excess of five hundred million dollars (\$500,000,000).
- (C) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

- (2) The entity meets the following criteria:

- (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
- (B) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
- (C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

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

- (h) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's money which may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or any person with investment decision-making authority in the budget office, Chief Financial Officer's office, or Treasurer's office of the local agency also serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.
- (i) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of any securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.
- (2) Investments in repurchase agreements may be made, on any investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- (3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:
- (A) The security to be sold on reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.
- (B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.
- (C) The agreement does not exceed a term of 92 days, unless the

agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

- (D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty by way of a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.
- (4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may only be made upon prior approval of the governing body of the local agency and shall only be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.
 - (B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:
 - (i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.
 - (ii) Financing of a local agency's activities.
 - (iii) Acceptance of a local agency's securities or funds as deposits.
- (5) (A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

- (B) "Securities," for purpose of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.
- (C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.
- (D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.
- (E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.
- (F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.
- (j) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by a nationally recognized rating service. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed 30 percent of the agency's money that may be invested pursuant to this section.
- (k) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of

default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

- (2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).
- (3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:
 - (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.
 - (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and with assets under management in excess of five hundred million dollars (\$500,000,000).
- (4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:
 - (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.
 - (B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).
- (5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's money that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).
- (I) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory

provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

- (m) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.
- (n) Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision may not exceed 20 percent of the agency's surplus money that may be invested pursuant to this section.

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

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

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

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

19. DESIGNATED AUTHORIZED INVESTMENTS

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

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

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

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

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

All securities purchased must be held in safekeeping by AVTA's safekeeping agent, currently Mission Bank. The securities shall not be held by the dealer or broker from whom they are purchased. Confirmations for all investments will be reviewed for conformity with the actual transactions. All financial institutions, whether investment banks, dealers, commercial banks or savings and loan institutions must be licensed by the National Association of Security Dealers (NASD) and be approved by the Treasurer before they receive AVTA funds or are able to conduct business with AVTA. Prior to approval, each financial institution will be physically visited by the Treasurer and/or his/her designee to meet with the principals of the firm and to inspect their offices for stability and financial capabilities. Further, these visitations will continue periodically, preferably annually, on an ongoing basis to ensure eligibility (due diligence). All firms with whom AVTA does business will have a strong capital base and be deemed creditworthy before conducting business with such firms. The Treasurer or his/her designee will prescribe minimum standards by which these firms can be judged creditworthy.


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

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

The Chief Financial Officer/Investment Officer shall be individually responsible for a monthly review of the investment function. This review will consist of:

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

DRAFT

	Local Agency Investment Fund (LAIF) Procedures	
	Policy Effective Date: 7/1/2023	Revised on: 5/23/2023
	Approved by: Board of Directors	
	Date Approved: 5/23/2023	Page 1 of 3

PURPOSE

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

BACKGROUND

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

AVTA deposits funds with LAIF as an investment instrument.

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

EXECUTIVE DIRECTOR/CEO AND CHIEF FINANCIAL OFFICER

The Executive Director/CEO, Chief Financial Officer, Board Chair, and Board Vice-Chair may approve the investment, withdrawal or transfer of funds to/from LAIF. Financial institutions will be notified by phone and in writing immediately regarding the separation of employees formerly authorized.

In the absence of the Executive Director/CEO, the Chief Financial Officer will approve the investment or withdrawal of funds from LAIF and can make transfers to or from the LAIF account.

Accounting staff prepares a Funds Transfer Memo and provides it to the Chief Financial Officer for completion.

PROCEDURE

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

Funds Transfer from LAIF to Mission Bank

1. The accounting staff prepares a Funds Transfer Memo and gives to the Chief Financial Officer by 9:30 am.
2. For a LAIF withdrawal, LAIF is notified and the information is recorded. **THE DEADLINE TO CALL LAIF IS 10:00 AM.**

Funds Transfer from Mission Bank to LAIF

1. The accounting staff prepares a Funds Transfer Memo and gives it to the Chief Financial Officer by 9:30 am.
2. LAIF is contacted at (916) 653-3001 advising them of the deposit and the source account it is coming from. Provide the PIN #. AVTA will receive a confirmation number and the daily percentage yield. **THE DEADLINE TO CALL LAIF IS 10:00 AM.**
3. Contact Mission Bank to arrange the transfer to LAIF. The AVTA bank account number, LAIF confirmation number and date of deposit are provided to Mission Bank as part of the transfer process. **THE DEADLINE TO CALL MISSION BANK TO INITIATE A WIRE IS 1:30 PM.**
4. Mission Bank will give a verbal verification of transaction; written notes regarding the verbal verification should be included with the transfer documents to complete the transaction audit process.

Reconciliation

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

ATTACHMENT: A – Sample LAIF Statement

ATTACHMENT A



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name

ANTELOPE VALLEY TRANS AUTH

Account Number



As of 04/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2021.

Earnings Ratio		.00001214175683392
Interest Rate		0.44%
Dollar Day Total	\$	1,192,514,879.44
Quarter End Principal Balance	\$	16,325,731.05
Quarterly Interest Earned	\$	14,479.23





DATE: May 23, 2023

TO: BOARD OF DIRECTORS

SUBJECT: Amendment No. 5 to Contract #2013-02-001 with Avail Technologies, Inc., for On-going Support with AVTA's Intelligent Transportation System (ITS)

RECOMMENDATION:

Authorize the Executive Director/CEO to execute Amendment No. 5 to Contract #2013-02-001 with Avail Technologies, Inc., for a five-year period with annual payments, as follows: FY 2023/2024 - \$207,501, FY 2024/2025 - \$214,764, FY 2025/2026 - \$222,280, FY 2026/2027- \$228,949, and FY 2027/2028- \$235,817.

FISCAL IMPACT:

Sufficient funds have been included in the FY 2022/2023 Budget and will be included in future budgets to cover contract costs.

BACKGROUND:

In June 2013, the Board of Directors approved AVTA's Intelligent Transportation System (ITS). The system assisted AVTA staff with five basic goals: 1) improve schedule adherence; 2) provide accurate passenger information, 3) collect accurate information to manage planning and serving routes, 4) increase response times for incidents and emergencies; and 5) increase ridership through schedule adherences and easier access to services.

On July 31, 2020, AVTA executed Amendment No. 4 extending the contract termination date to April 30, 2023. This five-year time extension will allow for continuance and timely delivery of services to our passengers (Attachment A). If approved, the contract's new termination date will be April 30, 2028.

Prepared by:

Submitted by:

Cecil Foust
Procurement and Contracts Officer

Martin J. Tompkins
Executive Director/CEO

Attachment: A - Extension of ITS System Maintenance and Support Offer



April 1, 2023

Martin Tompkins
Chief Operating Officer
Antelope Valley Transit Authority (AVTA)
42210 6th Street West
Lancaster, CA 93534

Re: Extension of ITS System Maintenance and Support Offer

Dear Mr. Tompkins,

Avail Technologies, Inc. is pleased to provide Antelope Valley Transit Authority (AVTA) with this offer to extend the system maintenance and support for your Avail ITS system. Your current plan is due to expire on April 30, 2023. For your convenience, we have included a pricing table that offers significant savings for committing to a multiple-year renewal:

- ❖ 1-year commitment with annual payment at start of each plan year
 - *Annual costs are estimated and will be evaluated annually during the renewal period.*
- ❖ 3-year commitment with annual payment at start of each plan year
- ❖ 3-year commitment with single payment at start of plan
- ❖ 5-year commitment with annual payment at the start of each plan year
- ❖ 5-year commitment with single payment at the start of the plan

Support Contract Includes:

- Message Point Media Signs
- IVR
- Fleet Size Increase from 79 to 100

If you are acceptant of the plan, please indicate your renewal term election on in **Section 4** of this document, sign the attestation in **Section 5** that you agree to the terms of the contract and payment terms aligning with your election, and return to Avail. Please e-mail the entire signed document to contracts@availtec.com for execution.

In closing, we hope you find the information we have provided demonstrates the level of commitment that Avail provides to Antelope Valley Transit Authority and the strong value that we offer. Please feel free to contact me, at (814) 909-3285 or email me at dmugica@availtec.com. We appreciate this opportunity and look forward to speaking with you soon.

Respectfully,

A handwritten signature in black ink, appearing to read "David Mugica".

David Mugica

Director of Business Development

1 SUPPORT, WARRANTY, & LICENSE AGREEMENT

THIS SUPPORT WARRANTY & LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of **May 1, 2023** (the “Effective Date”), by and between Avail Technologies, Inc., a Pennsylvania corporation located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, hereinafter called “AVAIL”, and Antelope Valley Transit Authority (AVTA) located at 42210 6th Street West Lancaster, CA 93534, hereinafter “PROPERTY”, collectively referred to as the “PARTIES.”

WHEREAS, AVAIL is the owner of the Software (as defined below) which is licensed to PROPERTY under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, PROPERTY, desires to obtain a license to use the Software solely in its business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in **Section 2** of this document and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the PROPERTY and AVAIL, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

1.1 DESCRIPTION AND TERM

1.1.1 SYSTEMS COVERED

The materials covered in this Agreement are the Hardware and Software required for deployment of AVAIL’s Enterprise Transit Management Software (ETMS), as set forth in **Section 1.11**.

1.1.2 SITES

- 42210 6th Street West Lancaster, CA 93534

1.1.3 TERM

This Agreement shall commence on the Effective Date and will remain in force until the completion of the Term, unless earlier terminated as set forth in **Section 3.2**. The Term will automatically renew for successive periods of twelve (12) months (each, a “Renewal Term”, and the Term and Renewal Term are collectively, the “Term”). Any renewal of term shall be agreed to in writing by the PARTIES at least sixty (60) days prior to the expiration of the current term.



1.2 DEFINITIONS

1.2.1 DOCUMENTATION

“Documentation” shall mean the documentation to which the Software must conform as set forth in the original Project Contract;

1.2.2 ERROR

“Error” shall mean a material and reproducible failure of the Software to function in conformity with the Documentation.

1.2.3 ADDITIONAL SERVICES

“Additional Services” shall mean any service that is not covered by this Agreement.

1.2.4 HOSTED SUPPORT

“Hosted Support” (as elected under services in **Section 1.13.1**) shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the term.

1.2.5 ANNIVERSARY

“Anniversary” shall mean the beginning date of the term and the annual occurrence of that date for the duration of the term.

1.2.6 PROJECT CONTRACT

“Contract” shall mean the original Intelligent Transportation System Project Contract entered into between AVAIL and PROPERTY

1.2.7 BUG FIXES

“Bug Fixes” shall mean any corrections or upgrades to the Software as development occurs over time.

1.2.8 PURCHASED FEATURE ENHANCEMENTS

“Purchased Feature Enhancements” shall mean any software features developed beyond the documentation for the original Project Contract when and where this system was purchased by PROPERTY.

1.2.9 NEW FEATURE PURCHASES

“New Feature Purchases” are features above and beyond the scope of the original Project Contract that existed and were not purchased at that time OR new features developed after the completion of the original Project Contract.

1.3 PROPERTY SUPPORT PLANS

PROPERTY has elected the level of support set forth in **Section 1.13.1**



1.4 AVAIL RESPONSIBILITIES

During the term of this Agreement, AVAIL shall provide the following support measures (“Support Services”)

1.4.1 STANDARD LEVEL OF SUPPORT

The Standard Level of Support of which there are two problem resolution standards (See **Section 1.13.1**):

1.4.1.1 GENERAL PROVISION:

- A. Telephone hot line access for problem and error reporting and response of diagnostic services;
- B. Ability to initiate support requests via e-mail to support@Availtec.com; and
- C. Ability to initiate support requests via AVAIL Customer Support Portal by visiting <https://www.availtecportal.com>.
- D. AVAIL shall staff their Call Center during regular business hours see **Section 1.13.1**. In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system;

1.4.1.2 ROUTINE CARE

- A. AVAIL shall respond to the call as stated in **Section 1.13.1**;
- B. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, PROPERTY Location and Contact Phone Number;
- C. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical; and
- D. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.

1.4.1.3 URGENT CARE

- A. AVAIL will respond to a call as stated in **Section 1.13.2**;
- B. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;
- C. The error will be entered into the AVAIL tracking system; and
- D. On-site response for requests for remedial support and diagnostic repair services in response to a problem submitted to AVAIL shall be pursuant to **Section 1.13.2** of this Agreement.



1.4.1.4 SYSTEM SELF-DIAGNOSTICS AND SELF-HEALING CAPABILITIES

- A. Through the use of the sophisticated Software monitoring system, the system will notify the operations staff of potential system degradation and alerts the on-call staff via message 24 hours / 7 days a week.
- B. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

1.5 PROPERTY RESPONSIBILITIES

PROPERTY shall give AVAIL, their full cooperation to facilitate proper and prompt performance of the Support Services and any Additional Services that the PARTIES agree. PROPERTY shall provide:

- A. A key technical contact that shall be familiar with the System and/or Software to provide adequate information and feedback in order to facilitate problem reporting and resolution;
- B. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support:
 - I. Promptly notify AVAIL of any error in the System;
 - II. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error, the current status of the system, a determination if the system is functional, and a state retrieval, if requested;
 - III. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;
 - IV. Allow AVAIL prompt and reasonable access to:
 - a. The Software and Intelligent Transit System (ITS) Server through a Virtual Private Network (VPN) in case of primary server hardware failure and access to other 3rd party systems such as the communications network provider.
 - b. PROPERTY's physical sites, at the locations specified in **Section 1.1.2.**
 - V. Provide a reasonably safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and Additional Services on-site.
 - VI. PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement, remedial support, emergency support, or correction necessary will be in violation of this provision shall be considered Additional Services.



1.6 SOFTWARE MAINTENANCE

AVAIL shall notify and make available to the PROPERTY all Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment of the fees set forth in **Section 4**.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any Software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All reasonable efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this Agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for Support, Warranty and License Fees. All New Feature Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of this Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in **Section 1.13.1** for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the Term or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support, Warranty, and License Fees hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in **Section 1.13.1** for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this Agreement or any subsequent extension; provided that the PROPERTY has paid the applicable Support Fees hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

1.7 MAINTENANCE AND SUPPORT SERVICES

- A. The PROPERTY shall pay the Support, Warranty, and License Fees set forth, and the PROPERTY will receive technical support for the Term;



- B. Provided the PROPERTY has paid the applicable Support, Warranty, and License Fees, AVAIL shall support the Hardware and Software as set forth in this Agreement;
- C. Corrections - For a period of Twelve (12) months following the release of a Purchased Feature Enhancement upgrade, AVAIL will use reasonable efforts to support any previous Release of that Software program. AVAIL shall advise the PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by the PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project;
- D. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware.
- E. In the event that AVAIL provides any Additional Services requested by PROPERTY, AVAIL shall invoice for such Additional Services based upon its then-current time and material rates. PROPERTY shall pay all charges for such Additional Services within thirty (30) days from the date of invoice. Charges for Additional Services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing Additional Services at PROPERTY's request.
- F. Additional Support, Warranty, and License, which shall follow the completion of this Agreement pursuant to **Section 1.1.3**, may be extended for an agreed upon timeframe by the PARTIES. The cost will be at AVAIL's then-current standard Support, Warranty, and License Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary. If PROPERTY purchases Support, Warranty, and License for any copy of the Software, it must purchase Support, Warranty and License for all licenses of such Software unless PROPERTY has discontinued the use of certain licenses within the Avail Suite of purchased and installed modules.

1.8 TRAVEL EXPENSES

PROPERTY will reimburse AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved in writing by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. AVAIL will quote travel expenses and PROPERTY will provide written approval prior to travel commencing. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month. PROPERTY will pay these charges within thirty (30) days of the date of the invoice.

1.9 MAINTENANCE AND SUPPORT

- A. AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.



- B. This Agreement includes the Software and Hardware listed below for the entire Term. If during the duration of this Agreement, any software or hardware were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

1.10 SYSTEM SUPPORT

AVAIL will provide remote and, if necessary, on-site system support as per **Section 1.10.2(B)**, for the Term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration.

1.10.1 PHONE AND REMOTE DIAGNOSTIC SYSTEM SUPPORT

AVAIL will provide consultation to PROPERTY's Key Technical Contact to:

- A. Facilitate remote troubleshooting and solution implementation;
- B. Acquire and review data logs for problem identification via remote access line;
- C. Provide problem analysis and possible resolution;
- D. PROPERTY must maintain remote access capability for AVAIL to diagnose reported software and systems problems. Remote access will be via a VPN connection;
- E. AVAIL can, at PROPERTY's request, assist in arranging for service and support of non-warranted components (i.e. LAN interface to the Communications system and Installation / Removal services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.

1.10.2 EXCEPTIONS

- A. If it is determined by AVAIL that a hardware or software problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates;
- B. On-site support is not included in the Agreement but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge



1.11 MAINTENANCE AND SUPPORT COMPONENTS

1.11.1 SOFTWARE LICENSES

Item – Description	Qty
Operations <ul style="list-style-type: none"> • Communications • Decision Support • Detours • Dispatch • Special Events • Vehicle Systems (VHM) • Business Intelligence • NTD Reporting 	Site
Planning & Scheduling <ul style="list-style-type: none"> • Build & Deploy • Geographic Tools • GTFS • Public Messages • Scheduling • Transit Planning • Business Intelligence • NTD Reporting 	Site
myAvail RTPI solution – Web, Mobile Web, SMS, iPhone App, Android App, Alerts, Subscription, Public Service Announcements, site license, internet application	Site
DataPoint	Site
Pre-Trip	Site
Finance Suite <ul style="list-style-type: none"> • Procurement (Requisitions, Purchase Orders) • Business Intelligence • NTD Reporting 	Site
Compliance <ul style="list-style-type: none"> • Vehicle Incidents/Road Calls • Business Intelligence • NTD Reporting 	Site



1.11.2 HOSTING SERVICES & LICENSING

Item – Description	Qty
Hosting Services – Azure cloud-hosting for central system software	Site

Changes in the fleet composition (quantity of connected devices across fleet, supervisors and other users) of PROPERTY will be assessed as devices/users are added/removed. Connected devices will be evaluated semi-annually as the fleet is expanded by PROPERTY and additional fees may be assessed by AVAIL.

1.11.3 HARDWARE

Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.

1.11.3.1 COVERED EQUIPMENT

Item – Description	Qty
Vehicle Logic Unit (IVU2/IVU3)	100
10" Display	100
PA Amplifier	100
Power Filter	100
CCM	100
APC's	100
Sunrise Interior Head Signs	100

1.11.3.2 COMMUNICATIONS

Item – Description	Qty
Tier 1 Cellular Data – AVL Only	100

1. AVAIL is responsible for providing all SIM cards for PROPERTY devices
2. Changes in the fleet composition (quantity of connected devices across fleet, supervisors and other users) of PROPERTY will be assessed as devices/users are added/removed. Connected devices will be evaluated semi-annually as the fleet is expanded by PROPERTY and additional fees may be assessed by AVAIL.
3. Overages under 25% of the total planned data pool would be covered by AVAIL.
4. Overages over 25% will be investigated by AVAIL.
 - a. Once AVAIL has determined the root cause of the overage, the customer will be contacted and notified.
 - b. The initial overage will be covered by AVAIL.



- c. If the overages over 25% continue, AVAIL will work with PROPERTY to lower the data usage (throttling) OR adjust Support Contract price accordingly.

1.11.4 THIRD-PARTY

1.11.4.1 COVERED THIRD-PARTY SOFTWARE

Item – Description	Qty
Remote Manager	100

1.11.4.2 COVERED THIRD-PARTY HARDWARE

Item – Description	
Message Point Media Signs	site

1.11.5 NON-COVERED EQUIPMENT

Item – Description
Hanover Signs

1.11.6 SYSTEM MAINTENANCE

- A. PROPERTY is responsible for equipment replacement as required for all installed equipment including:
 - I. In-vehicle equipment;
 - II. Wireless modem;
 - III. Wireless LAN;
 - IV. Wayside Sign Component modules
- B. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item returned to AVAIL must follow AVAIL's RMA procedures;
 - I. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. AVAIL will return the RMA at AVAIL's expense.

1.11.6.1 EXCEPTIONS:

- A. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media, panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;
- B. AVAIL is not responsible for:



- I. Hardware and Software that are not used and serviced according to the training and instructions provided by AVAIL;
- II. Products that have been altered, repaired or modified without prior consent from AVAIL;
 - a. Products damaged by any third-party equipment or intervention, force of nature or other conditions not In AVAIL's control;
 - b. Products damaged due to negligence or abuse.
 - c. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;
 - d. Shipping and shipping related costs of products mailed to AVAIL;
 - e. Costs associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.
- C. AVAIL may evaluate items not covered under Maintenance and Support and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.

1.11.6.2 TIME AND MATERIAL CHARGES FOR NON-SUPPORTED HARDWARE REPAIRS OR SUPPORT

- A. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;
- B. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;
- C. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to **Section 1.13.1**);
- D. Charges for non-supported repair / replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates).
- E. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to **Section 1.8** of this Agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.

1.11.6.3 VEHICLE INSTALLATIONS

Avail warrants are vehicle installation provided by Avail for 90 days. Any issues found to be stem from installation services will be rectified by Avail with no cost to Agency. Any issues found to stem from errors unrelated to vehicle installation, such as lack of proper maintenance by Agency or misuse of equipment, shall be the responsibility of the Agency. Any costs associated to diagnosing issues found to be the result of the Agency will be billed to Agency.



1.11.6.4 SYSTEM MAINTENANCE LOGGING

All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and configuration management tools for Software.

1.12 LIMITS OF MAINTENANCE & SUPPORT PLAN

The maintenance and support set forth in this Agreement is a limited maintenance and support plan. The hardware and software included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the representations, warranties, indemnifications, limitations and disclaimers set forth in the Agreement.

1.13 AVAILABLE CUSTOMER SUPPORT PLANS

1.13.1 MAINTENANCE AND SUPPORT PLAN

Plan	Description
<p>Standard Business and Extended Hours</p> <p><input checked="" type="checkbox"/></p>	<ul style="list-style-type: none"> • Routine Care and Urgent Care are provided during standard business hours. • If needed for a non-covered item, Time and Material charge mechanism must be in place <u>before</u> work will commence • Urgent Care response 24/7 access to the AVAIL Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. • A customer support line to contact the on-duty support engineer at AVAIL. • The continuation of Urgent Care resolution after Standard Business Hours.
<p>Hosted System</p> <p><input checked="" type="checkbox"/></p>	<ul style="list-style-type: none"> • Includes all features of Standard Business Hour Support and Extended Hours Support • AVAIL operates and maintains the fixed end computer system in our dedicated data center operation • AVAIL connects to your high-speed communications interface provider • AVAIL maintains system backup services and operational system redundancy • Includes system hardware maintenance and software release maintenance and upgrades • AVAIL provides the staff for operation and maintenance of the computer system at the hosted location



1.13.2 PROBLEM RESOLUTION STANDARDS

PRIORITY	DEFINITION
Low (Portal)	A nuisance issue which is not causing a significant impact on system performance or interfering with the work of the customer. New myAvail account request, myAvail password reset. Update on RMA's, general questions.
Medium (Portal)	A support ticket that does not have a significant impact on system performance or interfering with the work of the customer. Cannot access non-critical reports, Driver cannot login to one vehicle, Timepoints or trigger boxes are incorrect. Finance suite
High (Call)	A support ticket that has a significant impact on the system performance and/or which has a significant impact on the customer and/or is public facing. Multiple buses in fleet are down, User not able to login to scheduling package, scheduled publish did not work. Payroll processing and PR setup issue affecting PR processing
Critical (Call)	System outage. Entire fleet is down, all buses can't communicate to dispatch and passenger info on myStop is down. Payroll check processing, PR ACH file issues, unable to login to system.

Priority Level	Normal Business Hours		Outside Business Hours	
	Response Time	Resolution Time	Response Time	Resolution Time
Critical	15 minutes	2 hours	1 hour	4 hours
High	2 hours	1 business day	4 hours	1 business day
Medium	1 business day	5 business days	1 business day	5 business days
Low	1 business day	10 business days	1 business day	10 business days

****These resolution standards do not include RMA's, product enhancement requests, and system bug diagnosis and fixes.**



1.14 REPORTING PROCESS

- C. **Critical or Urgent issues such as an outage should be reported via phone to 814-234-3394 option 1**
 - I. Avail has 24/7 support hours outside of normal business hours (7 am to 8 pm Eastern Time)
 - a. 814-234-3394, then press option 1
- D. **Customer Portal Usage**
 - I. Avail encourages the use of our customer portal for medium and low priority cases. The intent of the portal is to provide support with all the necessary information so that the appropriate support representative with the skills required can contact you for the most effective troubleshooting. Utilizing the portal provides a better interactive experience for our customers.
- E. RMA Requests can be submitted via customer portal.
 - I. Portal - <https://www.availtecportal.com>
- F. If there is no answer when you call the support phone line please leave a detailed voicemail: be sure to leave caller first and last name, property name contact phone number, and detailed description of problem. A case will be created referencing your voicemail and support will follow up accordingly. Please refrain from calling until you get a live person.

1.15 STANDARD BUSINESS HOURS

- A. Monday through Friday; 7:00 AM to 8:00 PM EST
- B. Follow the priority level SLA chart and definitions in section 1.13.2 for standard case practices.
- C. The following national holidays are excluded during standard business hours. During holiday's where Avail is closed use the 24/7 support phone for critical issues. Use the customer portal for low and medium priority cases and Avail will follow up when standard business hours resume.

January 1 st	Presidents Day
Memorial Day	July 4 th
Labor Day	Thanksgiving Day
Friday Immediately after Thanksgiving	Christmas Eve -Dec. 24 th
Christmas Day – Dec. 25 th	

NOTE: If the Holiday falls on a **Saturday**, AVAIL is closed on the **preceding Friday**.

NOTE: If a Holiday falls on a **Sunday**, AVAIL is closed on the **following Monday**



1.16 WORKFLOW

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third-party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for implementation. In the event the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network (VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the on-site engineering /technical support services are included in this Agreement. The cost for the travel and living expenses shall be agreed upon in advance between the PARTIES. The engineering / technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

2 SOFTWARE

2.1 LICENSE TO USE SOFTWARE

2.1.1 DESCRIPTION

In consideration of the licenses set forth in the Agreement, and subject to termination as provided **Section 1.13.2**, AVAIL grants to Property a nonexclusive, nontransferable site license for authorized Property employees (users) and vehicles (as provided in **Section 2.1.2** below) to use the Avail Enterprise Transit Management Software (ETMS).

THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AVAIL DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO PROPERTY. PROPERTY'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL PROPERTY HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF AVAIL HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY PROPERTY.

2.1.2 SCOPE OF PERMITTED USE

Pursuant to **Section 1.11** – PROPERTY agrees that it may allow its designated employees or computers (Users) access to the software and may manage all authorized vehicles in the Software.



2.1.3 SCOPE OF LICENSE RIGHTS; RESTRICTIONS

- A. The license granted to PROPERTY under this Agreement entitles PROPERTY to use, and PROPERTY agrees to use, the Software and Documentation solely as set forth in this **Section 2.1.3 (A)(I)** through **Section 2.1.3 (A) (IV)**:
- I Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in the Agreement, or access the Software via the Internet, but in either case only for use by the PROPERTY site's authorized and designated users and only for the purpose of serving the internal needs of the business of PROPERTY;
 - II In support of PROPERTY's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in this Agreement;
 - III Make two (2) copies of the Software in machine-readable, object code form, for nonproductive backup purposes only;
 - IV Use the Documentation solely to assist PROPERTY in its authorized use of the Software.
- B. The license granted to PROPERTY under this Agreement does not grant to PROPERTY the right to;
- I Copy (except as expressly permitted in **Section 2.1.3 (A)(III)** above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software: or separate the components of the Software;
 - II Copy or provide any third party with access to or use of any of the Documentation without the prior written consent of AVAIL;
 - III Transfer any of PROPERTY's rights or obligations under this Agreement without the express, advance, written consent of an officer of AVAIL, and then only if:
 - i. PROPERTY keeps no copies of the Software or Documentation;
 - ii. PROPERTY transfers PROPERTY's entire rights and obligations under this Agreement in or to the Software and Documentation; and,
 - iii. The transferee agrees in writing to the terms and conditions of this Agreement, after which time PROPERTY will no longer have the right to use the Software. Any attempted transfer or assignment of any of PROPERTY's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this **Section 2.1.3 (B)(III)**;
 - IV Remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation.



- V Publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,
- VI Use any trademarks or service marks of AVAIL.

2.1.4 LIMITED WARRANTY AND LIMITATION OF WARRANTIES

- A. Subject to the conditions and limitations set forth herein, AVAIL warrants for a period set forth in **Section 1.1.3** immediately following the System Acceptance of the Software (the “Term”) that the Software will substantially conform in all material respects to the documentation set forth in the Project Contract. Subject to the provisions and limitations set forth herein, AVAIL will correct any such nonconforming Software if PROPERTY has notified AVAIL of such nonconformity in writing within the Term. AVAIL shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if PROPERTY has not reported to AVAIL the existence and nature of such nonconformity within the Term, and such nonconformity cannot be verified.
- B. The limited warranty set forth in **Section 2.1.3 (A)** above does not apply to any Software that has been repaired or modified by persons other than AVAIL or its authorized agents, or that has been installed by PROPERTY or any of its independent contractors other than AVAIL. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with AVAIL’s User Manual and any other written instructions provided by AVAIL to PROPERTY, and in an operating environment in compliance with the documentation and requirements as set forth in this Agreement. AVAIL makes no warranty that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.
- C. AVAIL makes no warranty that the Software will operate with all applications, utilities, or other memory resident programs.
- D. PROPERTY acknowledges responsibility to maintain their computing infrastructure and environment such that they are able to receive AVAIL provided software upgrades as part of this Agreement and prevent software from becoming obsolete (i.e. software 2 major versions behind current software release). AVAIL shall not be responsible for any obsolescence of the Software for any reason. Furthermore, AVAIL assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

2.1.5 PROPRIETARY PROTECTION AND RESTRICTIONS

- A. PROPERTY acknowledges and agrees that the Software and Documentation is the sole property of AVAIL and contains copyrighted, confidential and trade secret information, and that as between AVAIL and PROPERTY, AVAIL shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to PROPERTY herein by AVAIL. To the extent of allowed by law, PROPERTY must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. PROPERTY will keep the Software and Documentation in confidence and will take all reasonable measures necessary to protect and



maintain the confidential and proprietary character of the Software and Documentation. Furthermore, PROPERTY will indemnify and hold AVAIL harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of PROPERTY's action or inaction.

- B. PROPERTY hereby authorizes AVAIL to enter PROPERTY's premises with prior approval by PROPERTY in order to inspect the Software in any reasonable manner during regular business hours to verify PROPERTY's compliance with the terms of this Agreement. PROPERTY will cooperate with AVAIL and promptly provide AVAIL and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay AVAIL's access to Property's premises and computers or the inspection thereof.
- C. PROPERTY acknowledges that, in the event of PROPERTY's breach of any of the provisions of this Agreement, AVAIL will not have an adequate remedy in money or damages. AVAIL shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. AVAIL's right to obtain injunctive relief shall not limit its right to seek further remedies.

2.1.6 AGREEMENT SERVICES

2.1.6.1 TRADITIONAL & WARRANTY & SUPPORT PLAN

To Ensure System Reliability

- A. *Includes standard phone, email, and remote debugging support*
- B. *Access to training documents and video library*

2.1.6.2 SOFTWARE UPGRADES

To keep your software current with the latest features

- A. *Includes software updates to latest release*
- B. *Includes training on new features and reports*

3 GENERAL TERMS

3.1 LIMITATION OF LIABILITY

- A. Except with respect to the obligations of AVAIL, in no event shall AVAIL's liability for any reason and upon any cause of action under the software license Agreement exceed the maintenance and support fees paid by PROPERTY to AVAIL;
- B. The PARTIES shall not rely upon and shall not grant any means of remedy arising from any statement, representation, maintenance and support or understanding of any person other than as expressly set out in this Agreement.



- C. EXCEPT FOR ANY LIABILITY ARISING UNDER **SECTION 2.1.5**, THE CUMULATIVE LIABILITY OF AVAIL TO PROPERTY FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO AVAIL HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. AVAIL SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT PROPERTY IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.
- D. IN NO EVENT SHALL AVAIL BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST PROPERTY OR ANY THIRD PARTY, EVEN IF AVAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- E. AVAIL and PROPERTY do not rely on and shall have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

3.2 TERMINATION

- A. Notwithstanding the foregoing, all provisions here of relating to confidentiality, proprietary rights, nondisclosure, indemnity and limitations of liability shall survive the termination of this Agreement. In the event of termination under this paragraph, PROPERTY will not be entitled to any refund of any portion of the fees paid to AVAIL under this Agreement, unless AVAIL:
 - I. Materially breaches this Agreement and fails to cure such breach within thirty (30) days after notice from PROPERTY;
 - II. Delivers a notice that the software has been declared obsolete or withdrawn from sale;
 - III. Otherwise discontinues providing standard level of support for the myAvail software suite:
 - a. AVAIL shall refund to PROPERTY an amount equal to the aggregate support charges paid by PROPERTY for the time during which the standard level of support services was not provided to PROPERTY.

3.3 INDEMNITY

If a third-party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, AVAIL will defend PROPERTY against such claim at AVAIL's expense and will pay all damages that a court finally awards, provided that PROPERTY promptly notifies AVAIL in writing of the claim, cooperates fully with AVAIL in the defense of any such claims, and allows AVAIL to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, AVAIL will, at its option and expense, either: (i) procure for PROPERTY the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation



so that it becomes non-infringing; or, (iii) if it is not possible or in AVAIL's sole discretion is not economically feasible for AVAIL to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to PROPERTY the unused portion of the applicable license fee amortized over a 3 year period from the Effective Date and any annual technical support fees paid by PROPERTY for the remainder of the then current Term for such technical support services. However, AVAIL shall have no obligation for any claim based on PROPERTY's modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by AVAIL. THIS PARAGRAPH STATES AVAIL'S ENTIRE OBLIGATION TO PROPERTY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

3.4 EXPORT AND GOVERNMENT USE RESTRICTIONS

PROPERTY agrees that it will not export or re-export the Software, any part thereof, (the foregoing is referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, PROPERTY agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

3.5 INCORPORATION OF OTHER SOFTWARE

The Software may incorporate material or components which are owned by third parties and which are used by Agreement between AVAIL and such third parties. PROPERTY acknowledges and agrees that any third-party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against PROPERTY.

3.6 ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the PARTIES and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by PROPERTY without the prior written consent of AVAIL and upon payment of an assignment fee.

3.7 SEVERABILITY

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

3.8 NO THIRD-PARTY RIGHTS

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the PARTIES and their respective



successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

3.9 CONFIDENTIALITY

- A. "Confidential Information" is hereby designated as "trade secrets" and is defined as the following:
 - I. Any information or data in the form of specifications, technical information or otherwise furnished to PROPERTY under this Agreement;
 - II. The business or technical information of AVAIL, including but not limited to any information relating to AVAIL's product plans, designs, costs, finances, marketing plans, business opportunities, personnel, research, development or know-how; and
 - III. Any other information reasonably and appropriately designated in writing by AVAIL as "trade secret" which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.
- B. Confidential information shall not include information that
 - I. Is in or enters the public domain without PROPERTY's breach of the Agreement;
 - II. PROPERTY receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or
 - III. PROPERTY develops independently, which it can prove with clear and convincing written evidence.
- C. To the extent allowed by law PROPERTY agrees, to take all measures reasonably required to maintain the confidentiality of all confidential information in its possession or control, which will in no event be less than the measures the PROPERTY uses to maintain the confidentiality of its own information of equal importance. PROPERTY further agrees to only use Confidential Information disclosed in connection with this Agreement solely to exercise its rights and perform its obligations under the Agreement.
- D. PROPERTY agrees to inform its employees of their confidentiality obligations regarding the Licensed Program and any other Confidential Information of AVAIL. PROPERTY further agrees to ensure that contract employees (including temporary employees) of PROPERTY agree to confidentiality obligations similar to those of this Agreement.
- E. In the event of a third-party challenge to the Confidential Information, AVAIL shall provide the PROPERTY with any evidence deemed necessary to successfully defend the legal challenge and establish that the Confidential Information meets the criteria.

3.10 DATA OWNERSHIP

PROPERTY shall use reasonable efforts with respect to the accuracy and quality of the PROPERTY data provided to AVAIL in the creation of PROPERTY's account. With respect to PROPERTY's obligation to the changing and updating of data, PROPERTY is required to use reasonable efforts.



PROPERTY shall retain full ownership of PROPERTY Data and the resulting output of any processing of such data in AVAIL’s system. AVAIL is required to provide PROPERTY with access to its data at any time notwithstanding the existence of any dispute that may arise under this Agreement.

AVAIL is obligated to protect the security and confidentiality of the PROPERTY’s data and is prohibited from accessing this data except for the express purpose of reasonably performing the requirements of this Agreement. AVAIL shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of PROPERTY Data.

PROPERTY retains the right to access and retrieve this data stored in a usable format on AVAIL’s system at its sole discretion.

Regardless of the reason(s) for the termination of this Agreement, AVAIL will securely deliver all the PROPERTY Data to the PROPERTY in a mutually agreed upon format. AVAIL will (at its sole cost) return, delete, or destroy all of the PROPERTY Data then in its possession or under its control no later than thirty (30) days after the termination of this Agreement. AVAIL will notify PROPERTY when all PROPERTY Data has been returned, deleted or destroyed. This provision shall not apply to PROPERTY Data which is a part of the public domain or AVAIL is required to maintain by law, but only for the time period required.

3.10.1 DATA BREACH NOTIFICATIONS

AVAIL agrees to comply with all applicable laws governing the notification of individuals in the event of an unauthorized release of PROPERTY Data. In the event of a data breach, AVAIL agrees to notify PROPERTY in writing within 24 hours after AVAIL’s discovery of any unauthorized access of PROPERTY Data or AVAIL becomes reasonably certain that such unauthorized access has occurred, and to coordinate with PROPERTY to inform all effected individuals in accordance with applicable laws.

4 PRICING & PAYMENT TERMS (CONFIDENTIAL & PROPRIETARY)

PROPERTY will be invoiced 60 days prior to the start of the next anniversary date. Payment is due thirty (30) days from the invoice date.

Period of Support	Annual Price w/ Year-to-Year Contract	Annual Price w/ Three-Year Contract	Single Purchase of Three-Year Contract	Annual Price w/ Five-Year Contract	Single Purchase of Five-Year Contract
May 1, 2023 - April 30, 2024	\$ 207,501	\$ 207,501	\$ 207,501	\$ 207,501	\$ 207,501
May 1, 2024 - April 30, 2025	\$ 217,876	\$ 215,801	\$ 213,726	\$ 214,764	\$ 215,801
May 1, 2025 - April 30, 2026	\$ 228,770	\$ 224,433	\$ 220,138	\$ 222,280	\$ 222,275
May 1, 2026 - April 30, 2027	\$ 240,208			\$ 228,949	\$ 226,721
May 1, 2027 - April 30, 2028	\$ 252,219			\$ 235,817	\$ 228,988
Total Price	\$ 1,146,575	\$ 647,735	\$ 641,365	\$ 1,109,311	\$ 1,101,286
Savings Compared to Annual Contract	\$ -	\$ 6,412	\$ 12,782	\$ 37,263	\$ 45,289
Discount	0%	1%	2%	3%	4%
Election (check one)					



5 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the PARTIES relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, Agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The PARTIES may, by mutual written Agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement effective as of the date first above written.

AVAIL:
AVAIL Technologies, Inc.

PROPERTY:
Antelope Valley Transit Authority

Signature: 

Signature: _____

Name: Rick Spangler

Name: _____

Title: Chief Technology Officer

Title: _____

Date: April 1, 2023

Date: _____





DATE: May 23, 2023

TO: BOARD OF DIRECTORS

SUBJECT: Fiscal Year 2023/2024 (FY 2024) Preliminary Budget Assumptions

RECOMMENDATION:

Approve the FY 2024 Preliminary Budget Assumptions and provide direction to staff regarding fiscal priorities for the Final FY 2024 Budget.

FISCAL IMPACT:

The FY 2024 operating revenue and expenditures total \$34,874,001 for a balanced budget. The proposed capital budget of \$40,804,393 reflects large projects such as the completion of the headquarters facility and transit facility upgrades and expansion buses.

BACKGROUND:

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

Prepared by:

Submitted by:

Judy Vaccaro-Fry
Chief Financial Officer

Martin J. Tompkins
Executive Director/CEO

Attachments: A – FY 2024 Preliminary Operating and Capital Budget Details
B – FY 2024 Preliminary Capital Budget Assumptions

FISCAL YEAR 2024 (FY 2024)

PRELIMINARY OPERATING BUDGET ASSUMPTIONS

OPERATING REVENUE

- **CRRSAA and ARPA :** AVTA will use Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds and American Rescue Plan Act of 2021 (ARPA) funds designated for the authority for expenses and lost revenue due to COVID-19.
- **Fare Revenue:** Ridership levels, although increasing, are not yet at pre-COVID levels. For FY 2024 AVTA has elected to project \$2.5 million in total fare revenue which is a 25% increase over prior year budget.
- **Tax Revenue:** According to the most recent Transit Fund Allocations draft from the Los Angeles County Metropolitan Transportation Authority (LACMTA), the agency will receive a total of over \$17 million in operating funds.
- **Jurisdictional Operating Contributions:** Contributions for FY 2024 will remain at the same rates as FY 2023 for the city of Lancaster and the city of Palmdale. LA County will increase contributions 29% over FY 2022.
- **Other Operating Revenues:** Advertising revenue is budgeted at \$209K. Low-Carbon Fuel Standard (LCFS) credits are sold at market value and are estimated at \$700K which is a decrease from FY 2023. Interest rates have risen significantly and so AVTA anticipates a raise in earnings. Interest/investment income is conservatively budgeted at \$250K. AVTA is also anticipating almost \$48k in lease revenue.

OPERATING EXPENDITURES

- **Purchased Transportation:** MV is AVTA's purchased transportation provider. The new contract states a revenue hour rate increase from \$103.60 in year-one to \$106.77 in year-two of the contract. AVTA is budgeting as close to actual revenue hours as possible in FY 2024 and therefore anticipates just under 185K revenue hours during the fiscal year representing a budget decrease of total revenue hours of approximately 8%.
- **AVTS Contract:** AVTS provides AVTA's DAR, Micro-transit, and non-emergency medical transportation (NEMT) services. These services continue to gain popularity and ridership is increasing. Total budget for all these services in FY 2024 is just over \$3.3 million.
- **Bus Propulsion:** AVTA has completed the transition to an all-electric fleet! Fuel costs will see a 55% decrease while electricity costs will reflect a 28% increase. AVTA is in the process of procuring a direct source for electricity, which would

yield significant savings, however this budget does not assume that decrease at this time. Mid-year budget review will be used to make any needed adjustments.

- **Personnel:** AVTA staff is currently at 54 employees and AVTA plans to add four new positions across maintenance, operations, and finance. The FY 2024 personnel budget assumes a 3% maximum possible merit rate increase for each employee. COLA adjustments will be evaluated in concurrence with the Comp & Class study currently in development. This study is expected to yield results incorporating the most updated market conditions.
 - **Benefits:** The employee benefit structure has recently been modified for new hires with the Authority contributing 75% toward the employee, and 25% toward spouse and family. However, costs for employee benefits are expected to increase. All other benefits are budgeted to increase 1% including workers compensation coverage.
 - **Pension:** The employer share of CalPERS has risen for FY 2024 at 11.84% from 10.32 % the year prior for CalPERS Classic. CalPERS Public Employee Pension Reform Act (PEPRA) employer contribution has risen to 7.68% from 7.47% the year prior. CalPERS calculates pension contributions based on payroll figures one year in arrears. The employee contribution share for CalPERS Classic is paid by AVTA.
- **Insurance:** Insurance coverage costs are estimated to increase 3% above prior year costs. Actual rates will likely be complete in June 2024 after the budget is completed and will be included in the mid-year review.
- **Capital Project Local Match:** The downtown Los Angeles parking facility regional partnership project for Commuter bus parking is progressing. The remaining \$155K from prior year budget will be carried forward in FY 2024. Funds for local match on federal grant monies cannot be from other federal funds, and therefore will be covered under operating costs for FY 2024.
- **Other General and Administrative Costs:** AVTA anticipates an overall increase in costs of \$83K with small increases in several accounts including Travel and Meetings, Security, and Marketing.

FY 2024 Preliminary Operating and Capital Budget Assumptions

May 23, 2023

Page 3

	FY 2022-2023 Budget	FY 2023-2024 Budget	Increase/(Decrease)
Expense			
Capital Outlay	\$ 155,446	\$ 155,446	\$ -
E-Bus Electricity	\$ 1,634,916	\$ 2,087,411	\$ 452,495
Fuel	\$ 274,000	\$ 124,000	\$ (150,000)
General & Admin	\$ 1,359,636	\$ 1,442,661	\$ 83,025
Other Operating Costs	\$ 1,895,563	\$ 2,104,761	\$ 209,198
Purchased Transportation	\$ 23,998,700	\$ 23,305,511	\$ (693,189)
Salaries & Benefits	\$ 5,675,856	\$ 5,654,211	\$ (21,645)
Expense Total	\$ 34,994,117	\$ 34,874,001	\$ (120,116)
Revenue			
Fare Revenue	\$ 2,000,000	\$ 2,500,000	\$ 500,000
Federal Operating Grants	\$ 12,337,823	\$ 9,877,239	\$ (2,460,584)
Juris. Op. Contributions	\$ 3,320,690	\$ 3,514,638	\$ 193,948
Other Operating Revenue	\$ 1,669,177	\$ 1,263,500	\$ (405,677)
Tax Revenue Via Metro	\$ 15,666,427	\$ 17,718,624	\$ 2,052,197
Revenue Total	\$ 34,994,117	\$ 34,874,001	\$ (120,115)

PRELIMINARY CAPITAL BUDGET ASSUMPTIONS

This year’s capital budget totals \$40,804,393 and continues to build upon our previous budgets. The breakdown is as follows:

- Expansion Vehicles \$ 17,981,136
- Replacement Vehicles \$ 2,057,826
- AVTA Facility Improvements \$ 14,315,950
- Transit Facilities Improvements \$ 1,193,615
- Vehicle Equipment \$ 1,456,000
- Information Technology \$ 388,000
- Facility Equipment \$ 3,256,000
- Operating \$ 155,866

Of the total \$41 million assumed in FY 2024, \$27,780,768 has been carried over from FY 2023 budget; primarily attributed to expansion buses and facility improvements.

AVTA’s capital projects are funded by a combination of internal revenues and the following various outside funding sources: FTA Section 5307 formula, FTA Section 5337 State of Good Repair, and FTA Section 5339 Bus & Bus Facilities, FTA’s BUILD and Low or No Emission, Transit and Inner-City Rail Capital Program, and Heavy-Duty Vehicle Incentive Program (HVIP) funds.



APPENDIX B: FY24 DETAILED CAPITAL PROJECTS - SOURCES AND SPENDING

CAPITAL PROJECTS		FY24 Budget Items	FY23 Carryover
VEHICLES			
EXPANSION VEHICLES			
Local Transit Service			
40 ft ZEB - 8 units	\$	6,737,064	\$ 6,737,064
35 ft ZEB - 3 units	\$	2,769,531	\$ -
30 ft ZEB - 8 units	\$	3,930,204	\$ 3,930,204
On Request Microtransit Ride Service			
27 ft. ZEV - 19 units	\$	4,209,222	\$ 3,978,000
NEMT - 5310 Senior & Individuals with Disabilities			
27 ft. ZEV - 1 unit	\$	232,615	\$ -
Bariatric Gurney Vehicle - 1 unit	\$	102,500	\$ -
Expansion Vehicles Total	\$	17,981,136	\$ 14,645,268
Replacement Vehicles			
Support Vehicles			
ZE Replacement vehicles - 3 units	\$	210,000	\$ -
Local Transit Buses			
40 ft ZEB - 2 units (MA)	\$	1,847,826	\$ 1,670,588
Replacement Vehicles Total	\$	2,057,826	\$ 1,670,588
VEHICLES TOTAL		\$ 21,494,962	\$ 16,315,856
CAPITAL PROJECTS		FY24 Budget Items	FY23 Carryover
FACILITIES			
AVTA FACILITY IMPROVEMENTS			
PHASE III Update - Facility Headquarters			
A/C units - 6	\$	1,200,000	\$ -
Bus Wash	\$	1,200,000	\$ 687,847
Charger Infrastructure - 21 80kw units	\$	100,000	\$ -
Charger Infrastructure - 2 ABB Chargers + Install	\$	125,000	\$ -
Main Gate - Concrete	\$	225,000	\$ -
Offices/BreakroomImprovements/WC Buildout	\$	600,000	\$ -
Outside Lighting	\$	100,000	\$ 100,000
Security Camera Upgrade	\$	112,000	\$ 95,000
Solar Farm/Battery Energy Storage			
Land	\$	4,000,000	\$ 3,000,000

Shared Charging Infrastructure - North Lot			
A&E	\$	50,000	\$ 50,000
Construction	\$	3,000,000	\$ 3,000,000
Generator - 2 units	\$	1,300,000	\$ 1,300,000
DC Chargers + Installation - 5 units	\$	651,125	\$ 651,125
Land	\$	500,000	\$ 500,000
Level III Chargers - 11 units	\$	363,825	\$ 363,825
Project Management	\$	24,000	\$ 24,000
Security Lighting	\$	100,000	\$ 100,000
Security Perimeter Fencing	\$	25,000	\$ 25,000
Security Perimeter Block Wall	\$	50,000	\$ 50,000
Switch Gear	\$	170,000	\$ 170,000
80 kwh Charging Primaries - 21 units	\$	420,000	\$ 420,000
AVTA Facility Improvements Total	\$	14,315,950	\$ 10,536,797

APPENDIX B: FY24 DETAILED CAPITAL PROJECTS - SOURCES AND SPENDING

CAPITAL PROJECTS	FY24 Budget Items	FY23 Carryover
TRANSIT FACILITIES IMPROVEMENTS		
Downtown LA		
DTLA Layover Parking Lot - Partnership	\$ 155,000	\$ -
Palmdale Transportation Center		
Charger Upgrade to WAVE 250 kwh + Installation - 1 unit	\$ 415,315	\$ 415,315
Heliox Charger + Installation	\$ 134,225	\$ 109,225
Regional Partnership Projects		
Bus Stop Improvement Program	\$ 300,000	\$ 300,000
Dedication Plaques: Four Transit Centers	\$ 20,000	\$ 20,000
Solar Illumination for Bus Shelters	\$ 35,500	\$ -
Communication Boards - The Blvd Transit Center	\$ 50,000	\$ 50,000
Route Display Screens + Installation - The Blvd	\$ 83,575	\$ 33,575
Transit Facilities Improvements	\$ 1,193,615	\$ 928,115
TOTAL FACILITIES	\$ 15,509,565	\$ 11,464,912

CAPITAL PROJECTS	FY24 Budget Items	FY23 Carryover
CAPITAL ITEMS		
INFORMATION TECHNOLOGY		
Annual Replacement Program (Computer, Monitor, Printer)	\$ 65,000	\$ -
Avigilon Surveillance Camera Repair and Replace	\$ 85,000	\$ -
Firewall Upgrade	\$ 30,000	\$ -
Website Redesign	\$ 48,000	\$ -
Network Infrastructure Upgrade	\$ 160,000	\$ -
Information Technology Total	\$ 388,000	\$ -
FLEET & FACILITIES EQUIPMENT		
Fleet Maintenance & Equipment		
Automatic Passenger Counters for 82 buses	\$ 246,000	\$ -
Logos & Wraps	\$ 80,000	\$ -
ZEB Major Bus Components - OOW	\$ 1,000,000	\$ -
Shop Tools	\$ 50,000	\$ -
Fare Collection		
Mobile Validators - 20 units	\$ 80,000	\$ -
Fleet Maintenance & Equipment Total	\$ 1,456,000	\$ -
Facility Maintenance Equipment		
Avail & Fleetnet Bib	\$ 11,000	\$ -
ZE Forklift	\$ 65,000	\$ -
Koni Post Lifts - set of 6	\$ 125,000	\$ -
Mobile Tire Wheel Lift	\$ 12,000	\$ -
Scissor Lift	\$ 25,000	\$ -
Storage Rack	\$ 6,000	\$ -
Charging - 80kw spare parts - ABB charger gun replacement	\$ 100,000	\$ -
Facility Maintenance Equipment Total	\$ 3,256,000	\$ -
CAPITAL ITEMS TOTAL	\$ 3,644,000	\$ -
FY24 Capital Projects Total	\$ 40,648,527	\$ 27,780,768

APPENDIX B: FY24 DETAILED CAPITAL PROJECTS - SOURCES AND SPENDING

OPERATING PROJECTS	FY24 Budget Items	FY23 Carryover
Operating Projects - Grantable		
NEMT - 5310 Service		
Operating - Seniors & Disabled	\$ 155,866	\$ -
Operating Projects Total	\$ 155,866	\$ -
OPERATING PROJECTS TOTAL	\$ 155,866	\$ -
FY24 Grantable Operating Projects	\$ 155,866	\$ -

FY24 BUDGET SUMMARY	FY24 Budget Items	FY23 CARRYOVER PROJECT
FY24 Capital Projects Total	\$ 40,648,527	\$ 27,780,768
FY24 Grantable Operating Projects	\$ 155,866	\$ -
TOTAL FY24 CAPITAL BUDGET	\$ 40,804,393	\$ 27,780,768



DATE: May 23, 2023

TO: BOARD OF DIRECTORS

SUBJECT: Title VI Program Update for Fiscal Years (FY) 2023/2024, 2024/2025, and 2025/2026

RECOMMENDATIONS:

1. Approve AVTA's Title VI Program Update for FY 2023/2024 through FY 2025/2026 as required by the Federal Transit Administration (FTA) (Attachment A).
2. Adopt Resolution No. 2023-003 (Attachment B), adopting AVTA's Title VI Program Update.

FISCAL IMPACT:

There is no financial impact associated with adoption of the AVTA Title VI Program Update. However, failure to adopt and submit a Title VI Program Update could cause AVTA to be ineligible to receive federal funding.

BACKGROUND:

Title VI regulations mandate that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from FTA. These guidelines were developed in accordance with the Civil Rights Act of 1964.

Since 1972, the FTA has required recipients of federal assistance to provide assessments of compliance with Title VI of the Civil Rights Act of 1964. An updated Title VI program must be submitted by grantees every three years. AVTA last submitted its Title VI Program Update to FTA in FY 2020/2021.

The Title VI Program has been updated to provide information on service added or modified since the last submittal, as well as an outline of public participation, minority representation on planning and advisory committees, and a set of route maps with demographic information based on the 2015 federal census data.

AVTA’s Limited-English Proficiency (LEP) Plan was also updated reflective of the latest American Community Survey data and includes the mandated “Four-Factor Analysis” to ensure meaningful access to the benefits, services, information and other important activities for individuals who are limited in the English language. The plan identifies LEP individuals who need language assistance, programs for developing language assistance measures, staff training programs, methods for providing notice to LEP persons, and monitoring and updating the plan.

Prepared by:

Submitted by:

Geraldina Romo
Planning Manager

Martin J. Tompkins
CEO/Executive Director

Attachments: A – AVTA Title VI Program Update for FY 2023/2024 – 2025/2026
B - Resolution No. 2023-003

Antelope Valley Transit Authority

Fiscal Year 2024

NB 2 – ATTACHMENT A

TITLE VI

VI

Program Update



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CHAPTER 1: INTRODUCTION

1.1 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This document was written in response to Federal Transit Administration (FTA) Circular 4702.1A. FTA requires transportation agencies to demonstrate compliance with Title VI of the Civil Rights Act of 1964 (Title VI) by submitting a program update every three years.

Title VI ensures that “No person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The Title VI program update consists of supporting documentation that provides evidence of equitable distribution of services; promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin; and meaningful access to transit-related programs and activities by persons with limited English proficiency.

1.2 ANTELOPE VALLEY TRANSIT AUTHORITY

The Antelope Valley Transit Authority (AVTA) is a public entity created on July 1, 1992, pursuant to Section 6506 of the Government Code of the State of California. AVTA was formed under a Joint Exercise of Powers Agreement (JPA). Its members consist of the County of Los Angeles and the cities of Lancaster and Palmdale. The JPA members jointly contribute capital and operating funds to AVTA each year to assist in the provision of transit services to the Antelope Valley area.

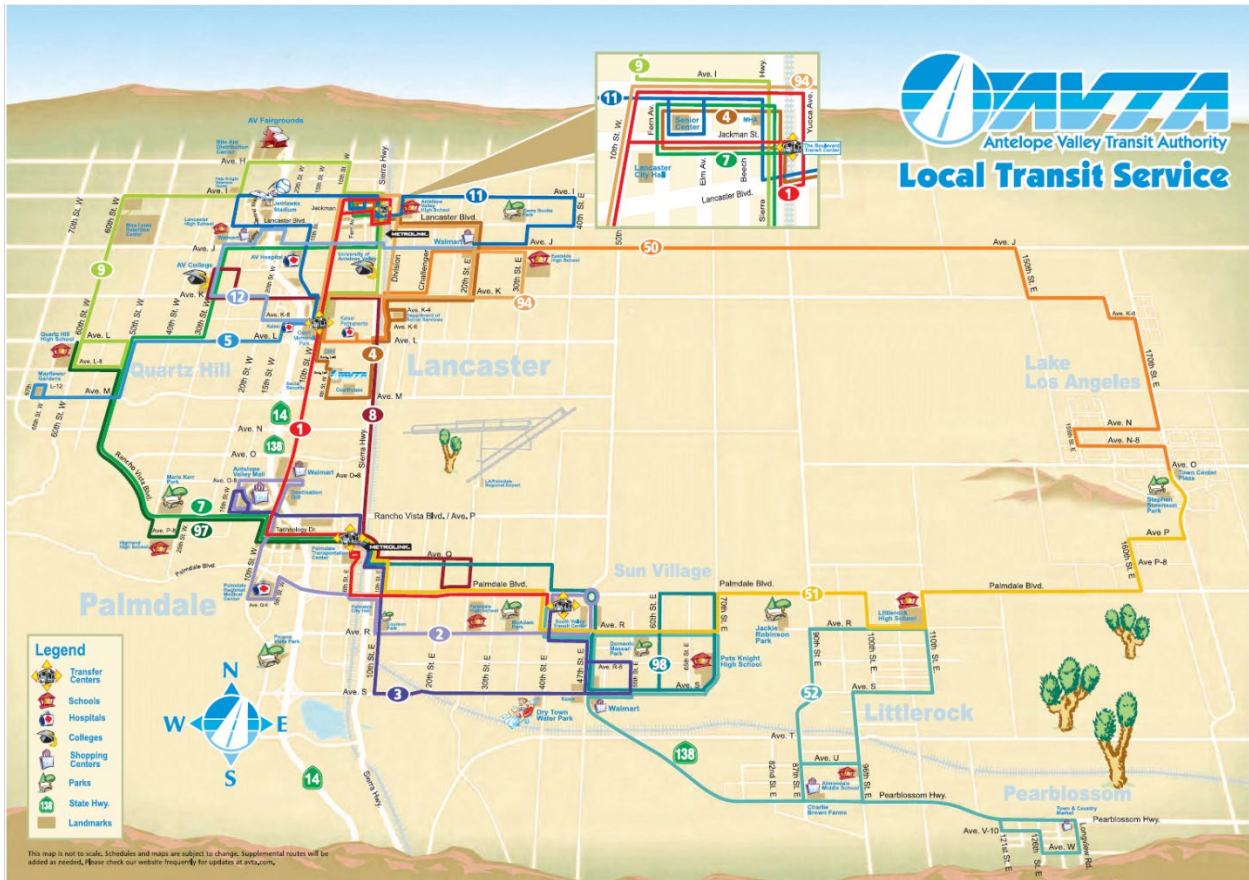
The Antelope Valley Transit Authority (AVTA) is located in Southern California, approximately 70 miles north of Los Angeles. Its principal office and bus facility is situated in the City of Lancaster, California. AVTA was formed to provide and administer public transportation services for the citizens of Lancaster, Palmdale and certain unincorporated sections of the County of Los Angeles in the Antelope Valley area.

AVTA’s total service area covers approximately 1,200 square miles and is bounded by the Kern County line to the north, the San Bernardino County line to the east, the Angeles National Forest to the south, and Interstate 5 to the West. AVTA operates a network of 13 local transit routes, four commuter routes, and three supplemental school routes for the local high schools. Local bus service operates on weekdays from 5:00 a.m. to 12:28 a.m. Saturday service is operated from 6:00 a.m. to 10:55 p.m. and Sunday service operates from 6:30 a.m. to 10:26 p.m. Commuter services operate Monday through Friday from 3:50 a.m. to 8:00 p.m. AVTA also operates a midday service, known as the TRANSporter, that connects the Antelope Valley with the Santa Clarita Valley on weekdays. This service begins operating at 8:00 a.m. and continues until 4:50 in the afternoon.

In addition to bus transportation service, AVTA also provides Dial-a-Ride and On-Request Microtransit Ride Service. Dial-a-Ride Service within the urban zone and rural zone 1 is available to elderly persons and persons with disabilities. Service within rural zone 2 is open to the general public. Buses operate weekdays from 6:00 a.m. to 7:30 p.m. and weekends 8:00 a.m. to 6:00 p.m. The On-Request Microtransit Ride Service connects passengers to and from the rural communities of Lake Los Angeles, Pearblossom,

Littlerock, and Sun Village with the rest of AVTA's local transit system; eligible hours are Monday - Friday, 5 a.m. to 9 p.m., Saturday 6 a.m. to 9 p.m., and Sunday 7 a.m. to 9 p.m.

AVTA fixed-route, service-on-demand and maintenance functions are provided under contract with MV Transportation and Antelope Valley Transportation Service (AVTS).



<https://www.avta.com/userfiles/files/System-Map-2021.pdf>

1.3 AVTA MISSION STATEMENT

AVTA Empowers Mobility – Getting people where they need to be safely, timely and cost-effectively.

Our 100% battery electric zero-emission buses run on clean, safe, sustainable energy that has many benefits, including improving air quality, reducing pollution, and positive contributions to the overall health of the Antelope Valley. The people who live and work here know that we care enough about them and the environment we live in to make this commitment.

Our service empowers our customers by giving them greater mobility, greater access to where they want and need to go, and the discovery of new experiences. Discovering a better job, a new educational opportunity, a sporting event or even a better place to live, our customers have the power through AVTA to transform their rides into a better quality of life.

CHAPTER 2: GENERAL REQUIREMENTS

2.1 TITLE VI NOTICE TO THE PUBLIC

The FTA requires that AVTA provide information to the public regarding the recipient's obligations under the Title VI regulations and explain to members of the public their rights under Title VI.

The following information is made available to the public in both English and Spanish via AVTA's website and printed brochures, which are placed at our customer service center, located in the main lobby of AVTA's administrative offices. In addition, brochures are on all fixed-route buses and restocked on a daily basis. Our complete Title VI Program is also available upon request.

Title VI Public Notice

What is Title VI?

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving Federal financial assistance.

The Antelope Valley Transit Authority (AVTA) is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI of the Civil Rights Act of 1964. If you believe you have been subjected to discrimination under Title VI, you may file a complaint.

Who can file a complaint?

Any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, or national origin may file a Title VI complaint with AVTA.

AVTA Title VI Policy

As a recipient of federal funds, the Antelope Valley Transit Authority (AVTA) has certified and provided assurances that it will fully comply with Title VI of the Civil Rights Act of 1964. AVTA is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services, on the basis of race, color or national origin.

No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of transportation service that AVTA furnishes on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color or national origin.

How do I file a Title VI Complaint?

If you believe you have been discriminated against, you may file a signed, written complaint within 180 days of the date of the alleged discrimination. The complaint should include the following information:

- a. Your name, address, and how to contact you (i.e., telephone number, email address, etc.)
- b. The location, names, and contact information of any witnesses. The complaint may be filed in writing with AVTA:

Antelope Valley Transit Authority 42210 6th Street West Lancaster, CA 93534
Attention: Title VI Officer

Complaint Assistance

AVTA will assist with writing a complaint if the complainant is unable to do so.

- Email: titlevi@avta.com
- Phone: 661.945-9445 Ext. 254
- Hearing Impaired: 1.888.880.3273 (TDD)

Complainants may also file a Title VI complaint with an external entity such as the FTA, other federal or state agency, or a federal or state court. However, should a complaint be filed with AVTA and an external entity simultaneously, the external complaint will supersede the AVTA complaint and AVTA's complaint procedures will be suspended pending the external entity's findings.

In addition to the complaint process at AVTA, a complainant may file a Title VI complaint with the:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 Jersey Avenue SE
Washington, DC 20590

What happens to my complaint to AVTA?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by AVTA will be recorded and immediately assigned a complaint number by AVTA Customer Service.

AVTA Customer Service will provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Complaints will be elevated to the appropriate management team responsible for Title VI compliance.

In instances where additional information is needed for assessment or investigation of the complaint, AVTA will contact the complainant in writing within 15 working days. Failure of the complainant to provide the requested information by a certain date may result in the administrative closure of the complaint.

AVTA will investigate the complaint and prepare a draft written response subject to review by AVTA. If appropriate, AVTA may administratively close the complaint.

AVTA will investigate a formal Title VI complaint within ten (10) working days of receiving the complaint. Based upon all of the information received, AVTA will prepare a draft written response subject to review by AVTA's CEO/Executive Director.

The CEO/Executive Director will determine if the complaint may be administratively closed after the draft is written, or if a final written response is needed. If a final written response is needed, AVTA will send the response to the complainant and advise the complainant of his/her right to file a complaint externally.

The complainant has the right to appeal directly to the Executive Director of AVTA within 30 days after the date stated in the resolution letter.

The complainant also will be advised of his/her right to appeal the response to federal and state authorities as appropriate. AVTA will use its best efforts to respond to a Title VI complaint within sixty (60) working days of its receipt of such a complaint, unless a complaint is filed with AVTA and an external entity simultaneously as noted previously.

How will I be notified of the outcome?

AVTA will send a final written response to the complainant and advise the complainant of his or her right to file a complaint externally. AVTA will use its best efforts to respond to Title VI complaints within 60 working days of its receipt of such complaints.

2.2 AVTA TITLE VI COMPLAINT FORM AND PROCEDURES

AVTA maintains an internally controlled comment tracking system (TransTrack) where customers are able to submit comments, suggestions or complaints through various channels, including in person at the AVTA's central facility, facsimile, and telephone or email communication.

Information on how to submit a comment, suggestion or complaint is also available in Spanish. Customers with Limited English Proficiency (LEP) can submit comments utilizing the same methods. Once a customer submits a complaint, the comment is categorized and sent to the appropriate departments and/or AVTA's Operations and Maintenance contractor.

Any complaints of discrimination on the basis of race, color, or national origin are placed in TransTrack under a specific Title VI category. These complaints are recorded and maintained in TransTrack, including the date the complaint was filed; a summary of the allegation; the status of the investigation; and any actions taken in response to the complaint as highlighted in AVTA's Notice of Customer Rights under Title VI (Appendix A).

The AVTA Title VI Complaint Form (Appendix B) is available by e-mail, in print on request, and via PDF download on the AVTA website.

2.3 TITLE VI INVESTIGATIONS, COMPLAINTS AND LAWSUITS

All transit recipients shall prepare and maintain a list on any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by the FTA
- Lawsuits
- Complaints naming the Antelope Valley Transit Authority

This list shall include the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in AVTA Title VI Program submitted to the FTA every three years.

AVTA had zero lawsuits and one (1) complaint alleging Title VI violations since the submittal of its 2021 Title VI Program update. The following table summarizes the complaint received:

Created On	Complaint Description	Status	Summary of Review and Action Taken
Mar 14, 2022	On 3/12/2022, two adults (Hispanic male and female) boarded the bus, and the female walked past the operator without paying the fare. The operator asked the male if he would be paying for both, to which he replied affirmatively. The operator then asked the male to put on his mask, to which he ignored and walked to the back of the unit. The female was wearing hers. The male passenger continued to pull his mask down and not wear it properly through the course of the next few minutes. Upon arrival at the transit center, the operator again asked him to wear his mask properly while riding the bus, and he again ignored her request. The operator notified the security guard on duty for assistance, to which the male passenger finally complied. On 3/14/2022 the male passenger filed a formal complaint, accusing the operator of discriminating against them on the basis of race (Hispanic) and claiming mental and emotional stress. The complaint was thoroughly investigated by reviewing video and interviewing the operator and security guard and was found to be unsubstantiated.	Unsubstantiated	

2.4 PUBLIC PARTICIPATION

The Federal Transit Administration (FTA) requires a locally developed process to consider public comment before raising fares or carrying out a major reduction in transportation service (Chapter 53, Section 5307). The public, as the primary customer and beneficiary of transit service, is given the opportunity for input and review through the public outreach process.

Actions such as the establishment of new service, fare adjustments, major modifications to existing service (25% or more), and elimination of any bus route include a formal process of review by AVTA, including meaningful public engagement conducted by AVTA staff. AVTA uses a broad range of outreach tools as documented in the AVTA Fare and Service Change Guidelines (Appendix C).

AVTA performs meaningful public engagement on a monthly basis, which includes public meetings in association with the following community and business organizations:

- Antelope Valley Chambers of Commerce
- Antelope Valley Hispanic Chamber of Commerce
- Antelope Valley African American Chamber of Commerce
- Antelope Valley Economic Development & Growth Enterprise (AVEDGE)
- Lancaster and Palmdale First 5 LA/Best Start Community meetings
- Health Neighborhood meetings facilitated by the County of Los Angeles Department of Mental Health
- Service Area Advisory Committee, organized by the County of Los Angeles Department of Mental Health.

AVTA is also in communication with many organizations throughout the region and often attends meetings and events sponsored by these groups. These groups include senior organizations, city and county partners, educational institutions, social service associations, and other organizations within AVTA's service area. Despite the restrictions that the COVID-19 pandemic placed on public meetings and events, AVTA has effectively conducted outreach through both physical and virtual sites. Meetings and presentations include, but are not limited to:

2/29/20 - Knight High School College and Career Fair
2/28/20 - Antelope Valley Board of Trade (now AVEDGE) Business Outlook Conference
3/20/20 - APTA COVID-19 Town Hall
6/01/20 - Coffee with LASD at Owen Memorial Park
9/20/20 - Survey Event for Microtransit Service, Lake LA
10/10/20 - Project Hope Food Distribution Event
10/24/20 - Bike Clinic & Parent/Student Outreach
12/19/20 - Stuff-a-Bus Holiday Grocery & Toy Distribution event
2/24/21 - AVEDGE Business Outlook Conference
3/27/21 - AVTA/City of Lancaster Grocery Giveaway
4/01/21 - Antelope Valley Health Neighborhood meeting
7/27/21 - City of Palmdale National Night Out
8/13/21 - City of Lancaster National Night Out
8/28/21 - Grace Resources Veterans outreach event
9/11/21 - Walk-n-Roll Community Outreach and Bike event
10/9/21 - City of Palmdale Kaleidoscope community event
11/25/21 - YMCA Gobble Wobble and Turkey Trot Virtual 5K/10K

12/18/21 - Stuff-a-Bus Holiday Grocery & Toy Distribution event
 1/29/22 - Transportation Center Pop-Up outreach event
 4/01/22 - Vets for Veterans Fundraising event
 4/13/22 - AV College Resource Fair
 5/05/22 - LA Metro LIFE Outreach Event at Owen Memorial Park
 7/26/22 - City of Palmdale National Night Out
 8/04/22 - City of Lancaster National Night Out
 8/17/22 - LA Metro LIFE Outreach Event at Owen Memorial Park
 9/23/22 - Antelope Valley Fair (through 10/2/2022)
 10/20/22 - HDMG Senior Expo
 11-23-22 - Gobble Wobble and Turkey Trot Virtual 5K/10K
 12/17/22 - Stuff-a-Bus Holiday Grocery & Toy Distribution event

AVTA works with a select representative group of citizens (including those from disadvantaged neighborhoods or representing specific populations) and stakeholders that serve as a Community Advisory Group (CAG) to the agency. The CAG is engaged in input and feedback activities throughout the planning and implementation processes and will provide ongoing insights and critical evaluation of performance in carrying out planning activities and implementation of strategies. This group encourages minorities to participate through business networking, social media and community partnerships. The table below shows the diversity breakdown of the CAG members.

Racial Breakdown of Community Advisory Group	
Non-Minority	69%
African American (Black)	15%
Hispanic	8%
Other	8%

AVTA has also partnered with the First 5 LA/Best Start Palmdale Transportation Committee. Best Start is First 5 LA’s primary investment for engaging communities in a common vision and intention for children and families to thrive, working to strengthen community leadership and collaboration across sectors. The committee, comprised of community leaders, parents, residents and others, provides vital feedback and information that helps identify and address transportation needs and challenges, helping AVTA remove barriers and expand its services across a broader range. This group encourages minorities to participate through business networking, social media and community partnerships. The table below shows the diversity breakdown of the First 5 LA/Best Start Palmdale Transportation Committee.

Racial Breakdown of Transportation Committee	
Non-Minority	11%
African American (Black)	39%
Hispanic	38%
Other	12%

At each of the outlined meetings and committees, AVTA provided information on initiatives, travel training, and most importantly receives feedback on requested changes to local, commuter and

paratransit services, as well as recommendations for new service, complaints from members of specific groups, etc.

In early 2019, AVTA procured the services of a consulting group to develop and prepare a public outreach plan. The purpose of the regional transit plan was to determine trends, gaps in, barriers to, and satisfaction with public transit that includes relationships to health, housing, economic, and environmental conditions. The participants included stakeholders, community members, community groups, special needs populations, disadvantaged neighborhoods, and across socio-economic groups; and used various methods that maximize public engagement participation.

The plan addressed key objectives across the AVTA service area with particular focus on disadvantaged areas (see attached graphic titled AVTA Disadvantaged Areas) to maximize service access, improve economic parity of resources, reduce health issues, further reduce pollutants and greenhouse gases, improve housing/transit balance, and integrate transportation into land-use policy. The community engagement activities were conducted with multi-language access, using locations and times that maximized the participation of persons living in disadvantaged areas and initiated strategies to maximize participation by those most affected by poverty, air pollution, and lack of access to transportation.

Phase 1 of the AVTA Regional Transit Plan, Mobility Forward, which included recommendations for changes to the local and commuter routes, was approved by the Board of Directors in February 2020. The Board discussed service areas designated as disadvantaged communities, the proposed on-request micro-transit service, access to bus stops in existing neighborhoods surrounded by block walls, including bus stops and amenities in proposed residential and commercial developments, service to underserved areas (i.e., Ana Verde, Antelope Acres, etc.), and coordinating AVTA's service with adjoining transit agencies, funding sources, and outreach efforts.

During any AVTA public meeting, if any special accommodation is desired or required, the attendee can call AVTA Customer Service 72 working hours prior to the meeting to arrange the proper accommodations. Upon request, AVTA will provide Spanish translation and can offer interpreters for other languages, including American Sign Language (ASL). All AVTA meetings and hearings provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990 and facilities are wheelchair accessible.

2.5 LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Per the Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation (DOT) implementing regulations, and Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121, Aug. 11, 2000)," AVTA is federally mandated to develop and implement a Language Assistance Plan by which Limited English Proficiency (LEP) persons can meaningfully access translations of written and oral information.

As such, AVTA must take reasonable steps to ensure meaningful access to the benefits, services, information and other important portions of their programs and activities for LEP persons.

The LEP Plan documents the Four-Factor analysis completed to identify appropriate language assistance measures needed to improve access to AVTA services and benefits for LEP persons. Under the analysis, it was determined that approximately 14.3% of the population within AVTA's service area has limited

proficiency in the English language. The most predominate language spoken other than English is Spanish at 90.6% of all LEP individuals within our service area. The LEP analysis documents current measures used by AVTA to assist LEP populations including:

- Network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on programs and services.
- Provide a bilingual staff member at all community events and public hearings.
- Continue to survey bus drivers, dispatchers and customer service staff regarding their contacts with LEP persons during the previous year.
- Continue to post the AVTA Title VI notice and LEP Plan on the agency website, www.avta.com.
- Continue travel training for LEP persons with the assistance of bilingual staff.
- Include questions about whether an interviewee is bilingual on written questionnaires for bus driver and customer service staff during recruitment; and
- When an interpreter is needed for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service.

Below is a comprehensive list of the vital documents that will be translated in the language(s) of frequently encountered LEP groups consistent with the Safe Harbor Provision:

Applications:

- Reduced Fare – Disabled
- Reduced Fare – Senior
- Dial-A-Ride Complementary paratransit Service
- Veteran Bus Pass
- Senior Annual Pass
- Access Services
- LIFE (Low-Income Fare is Easy)

Forms:

- Customer Service Complaint Form
- Title VI Complaint Form

Brochures:

- Bus Schedules – Local Transit, Commuter, 790 Transporter, Dial-A-Ride
- Track-It
- TAP Vendors
- Title VI
- TAP Into Savings
- Stored Value
- Travel Training
- Bus Safety and Security
- Access Rider Guide
- Metro Service Changes
- Customer Code of Conduct
- West VA Medical Center

AVTA's Limited English Proficiency (LEP) Plan was updated for this Title VI Program and is attached in Appendix D.

2.6 MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

The FTA states that a recipient may not, on the grounds of race, color, or national origin, deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of our service development and planning program.

AVTA is governed by a six-member Board of Directors with governance responsibilities over all activities related to AVTA. AVTA does not appoint or elect the members of the Board of Directors. Each member of the Board is appointed by the member jurisdictions, as defined in the Joint Exercise of Powers Agreement (JPA), Section 2, Paragraph B, item 1, which states, “The Cities shall each appoint two designated directors from their respective City Council members and one alternate director (who is not required to be a city council member). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one alternate director...” A CEO/Executive Director manages day-to-day operations and implements Board policy in accordance with the duties specified in the applicable sections of the Government Code of the State of California and the JPA.

AVTA Board of Directors		
Member	Jurisdiction	Minority/Non-Minority
Marvin Crist	City of Lancaster	Non-Minority
Raj Malhi	City of Lancaster	Minority
Darrell Dorris	City of Lancaster (alternate)	Minority
Eric Ohlsen	City of Palmdale	Non-Minority
Richard Loa	City of Palmdale	Minority
Laura Bettencourt	City of Palmdale (alternate)	Non-Minority
Kathy Mac Laren	City of Palmdale (alternate)	Non-Minority
Dianne Knippel	Los Angeles County	Non-Minority
Michelle Flanagan	Los Angeles County	Non-Minority

Each year, AVTA meets with a Social Services Transit Advisory Committee (SSTAC) to solicit input and evaluate whether any unmet transit needs exist in the AVTA service area that may be reasonable to meet using Transportation Development ACT (TDA) Article 8 funds, a portion of the California Local Transportation Fund generated by ¼ of one cent of the state sales tax. This year's meeting of the SSTAC was held on May 15, 2023. AVTA and Metro encourage minorities to participate through business networking, social media and community partnerships. The list of the members and respective organization/groups are listed below.

Member	Organization/Group
Laura Rice	Legacy Commons Senior Center
Cynthia Cole-Robles	AV Senior Center
Adrian Aguilar	City of Santa Clarita
Eric Haack	Access Services
Zach Krauter	AVTA
Martin Tompkins	AVTA
Esteban Rodriguez	AVTA
Fran Seraseras	Community Member
Juan Blanco	Coffee 4 Vets
Sharon Johnson	Grace Resources
John Huang	Los Angeles County
Audra McDonald	Avalon
Nancy Matherly	Desert Haven

Racial Breakdown	Social Services Transit Advisory Committee
Non-Minority	62%
African American (Black)	15%
Hispanic	15%
Other	8%

The TDA Article 8 hearing board consists of four representatives, one each from Palmdale, Lancaster, Los Angeles County, and Santa Clarita.

TDA Article 8 Hearing Board		
Member	Jurisdiction	Minority/ Non-Minority
David Perry	Los Angeles County	Non-Minority
Marvin Crist	City of Lancaster	Non-Minority
Eric Ohlsen	City of Palmdale	Non-Minority
Adrian Aguilar	City of Santa Clarita	Minority

This year the process was concluded at a Hearing Board meeting held in June 2023. The Hearing Board found that there were no unmet transit needs that were reasonable to meet using TDA Article 8 funds and recommended that AVTA continue to monitor and evaluate all available funding sources.

2.7 MONITORING OF SUBRECIPIENTS AND CONTRACTORS

The Antelope Valley Transit Authority (AVTA) does not have any sub recipients. However, AVTA does contract out its transit operations and maintenance to MV Transportation and the Dial-a-Ride service to Antelope Valley Transportation Service (AVTS). As part of its efforts to ensure MV and AVTS comply with the requirements of Title VI, AVTA holds periodic meetings with representatives to discuss any potential Title VI issues that may arise or new updates in the program.

AVTA requires all operations and maintenance contractors to be fully compliant with FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients.

2.8 FIXED FACILITY IMPACT ANALYSIS

Title VI requires a Fixed Facility (transit centers, operations facility or yard) Impact Analysis for construction projects to assess any impacts to minority communities. If this information has been prepared as a result of an environmental impact statement, the application recipient or sub recipient should reference the relevant information by documenting page numbers and submission to the FTA.

A Title VI Equity Analysis should also be conducted during the planning stages to assess where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The recipient shall engage in outreach to persons potentially impacted by the placement of facilities. The Title VI equity analysis must compare the equity impacts of various site alternatives, and the analysis must occur before the selection of the preferred site. Additionally, environmental justice principles as reflected in the DOT Order on Environmental Justice (DOT Order 5610.2(a)), address Environmental Justice in Minority Populations and Low-Income Populations. The order describes the process the Department and its modal administrations (including FTA) use to incorporate environmental justice principles into programs, policies, and activities.

As a result of FTA requirements, environmental impact analysis for fixed facilities shall include:

- A Title VI Equity Analysis conducted during planning stages to assess if or how the location will impact minority communities and provides alternatives analysis.
- A project history and background for each project or service plan within the document.
- A discussion of the potential impacts on minority communities and minority-owned businesses during and after construction.
- A discussion on all potential negative environmental impacts, such as traffic congestion, noise, air or water pollution.
- A list of minority-owned businesses and households affected by construction projects.
- A description of other significant impacts on minority communities, such as: increased traffic, reduction in parking availability, etc.
- A description of the relocation program and/or other measures adopted by the applicant used to mitigate identified adverse social, economic or environmental effects of the proposed construction project or service plan all of which should include an environmental justice component.

On March 5, 2021, the Executive Committee of the Board of Directors provided the Executive Director/CEO authorization to execute Contract #2021-46 to acquire property, consisting of land and a strip mall, at 40235 170th St. E., Lancaster, CA 93591, for a charging site and operators' break room for

the eastern portion of AVTA's service area. In compliance with FTA regulations of 49 CFR part 21, AVTA performed a Title VI service equity analysis to assess any potential disparate impact that the facility could have on local residents in the area.

The Title VI Equity Analysis showed that minority and low-income populations exist at a lower percentage in the area affected by the new facility than in the overall AVTA service area. Because of this, and per the definitions of AVTA's Disparate Impact and Disproportionate Burden Policy, it was determined that the transit facility located at 40235 170th St. E., Lancaster, CA 93591 created no disparate impact on minority residents, and placed no disproportionate burden on low-income residents.

CHAPTER 3: SERVICE STANDARDS AND POLICIES

3.1 MAJOR SERVICE CHANGE AND FARE POLICY

All transit providers that operate 50 or more fixed-route vehicles in peak service and are located in urbanized areas (UZA) of 200,000 or more people must conduct a Title VI equity analysis whenever they plan a fare change and/or major service change.

Federal guidelines and AVTA policy require that a public hearing be held when major service changes to the bus system are considered. Major service changes, as defined by AVTA, include the following:

- A change of 25% or more of service on any route.
- A change of 25% or more in the revenue vehicle miles made to any route.
- A new transit route is proposed.
- A poorly performing transit route is eliminated.

At the time of this Title VI Program Update, AVTA has a farebox recovery ratio target of 26.11%. AVTA reviews and reports the farebox recovery ratio compared to the target on a quarterly basis. Based on the analysis, AVTA may recommend fare adjustments as part of a range of solutions to maintain a sustainable long-term financial plan for the agency. All proposed fare changes require a Title VI Equity Analysis under the procedures established by this Title VI program.

AVTA's Service Change Guidelines and Policy is attached as Appendix C.

3.2 DISPARATE IMPACT AND DISPROPORTIONATE BURDEN POLICY

For any proposed change that requires an equity analysis as defined in Section 3.1, AVTA will determine if the change would create a disparate or disproportionate impact to minority and/or *low-income populations, respectively.

The determination of whether a proposed major service change has either disparate impact or disproportionate burden is based on whether the percentage of minority and/or low-income passengers on an affected transit route is greater than the transit system's percentage of minority and/or low-income riders.

Determination of whether a proposed fare adjustment has either a disparate impact or disproportionate burden is based on minority and/or low-income populations bearing a fare rate change of greater than ten (10) percentage points as compared to the non-minority and/or non-low-income populations.

*Low-income as defined by <https://aspe.hhs.gov/poverty-guidelines>

3.3 SERVICE EQUITY ANALYSIS

Transit providers that operate 50 or more fixed route vehicles in peak service and are located in a UZA of 200,000 or more in population are required to submit a service and/or fare equity analysis. This requirement is to comply with the Title VI regulations, which prohibit disparate impact discrimination, and therefore should document their policies and practices to ensure their service and fare changes do not result in disparate impacts on the basis of race, color or national origin.

Since the previous Title VI update, AVTA has made numerous realignments of routes through two service changes. Each of the service changes focused on minor adjustments to routes that did not require a Service Equity Analysis. AVTA has not had a fare change since 2015.

Nelson Nygaard conducted a Fare Equity Analysis for AVTA in May 2015. Although the Fare Equity Analysis found that none of the 2015 fare changes would exceed the 10 percent disparate impact threshold, the report did recommend AVTA consider additional subsidies to LA Metro's LIFE (Low Income Fare is Easy) Program. The LIFE program provides transportation assistance to low-income individuals in Los Angeles County. Qualifying riders can save money on monthly bus passes from participating transit operators with LIFE benefits, including AVTA. The LIFE Program, which is funded through a grant from Los Angeles Metro, is administered through the FAME Assistance Corporation.

In FY2020, AVTA planned on working closely with Metro's contracted agencies, the FAME Corporation and ILLA, to help facilitate participation of local residents in the LIFE Program on a broader scale by creating awareness through outreach events, social media and the AVTA website. Because the restrictions of the COVID-19 pandemic limited AVTA's public outreach efforts, the agency primarily focused on promoting LIFE online through its digital platforms. In FY2024, AVTA hopes to return to a robust outreach calendar which will feature the LIFE program among the many other rider benefits that the agency offers.

3.4 SERVICE STANDARDS

FTA requires that all fixed route transit providers develop quantitative standards for all fixed- route modes of operation for the indicators listed below. Providers of public transportation may set additional standards as appropriate or applicable to the type of service they provide.

VEHICLE LOAD

Vehicle load can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees (total number of people [52]/amount of seated people [40]). According to the FTA, the average of all loads during the peak operating period should not exceed a vehicle's achievable capacities.

AVTA has adopted the following policies with respect to vehicle loads:

- Peak Period Local Bus – 125% of seated capacity, with no rider required to stand for more than 20 minutes
- Off-Peak Local Bus – 100% of seated capacity
- Commuter Bus – 75% of seated capacity

If the recommended ratio is exceeded, it is the intention of AVTA to relieve any overcrowding by adding supplemental runs, or through routing changes. The table below identifies vehicle load factors by vehicle and service type.

Vehicle Load Factor			
Service Type	Year and Model	Seats	Max Load Factor
Local Transit	35" BYD Low Floor Electric	24	1.5
Local Transit	40" BYD Low Floor Electric	32	1.5
Local Transit	60" BYD Low Floor Electric	43	1.5
Commuter	EV MCI D45 CRTLE	47	1.0
Microtransit	Green Power EV Van	12	1.0

In FY15, AVTA implemented an Intelligent Transportation System (ITS) which included Automatic Passenger Counters (APCs) and Automatic Vehicle Locators (AVLs). This allows the Authority to collect essential data at the trip level for each route. It allows stop-by-stop analysis which provides a precise understanding of customer boardings, loads, and travel patterns. In FY 2020, the Authority implemented a scheduling software to manage the battery charge in the electric buses and add opportunity charge time while at a layover location.

VEHICLE HEADWAY

AVTA operates 13 local fixed routes in the Antelope Valley. While service frequency and span (hours of operation) vary by route, local service generally operates every 15-120 minutes from 5:00 a.m. to 12:36 a.m. AVTA provides three supplemental route services to alleviate crowding on local routes during peak hours. The supplemental service operates two times a day.

Commuter routes serve both Sgt. Steve Owen Memorial Park and the Palmdale Transportation Center. The number and frequency of trips offered varies by route. Commuter bus service begins earlier than 4:00 a.m. due to the Antelope Valley’s distance from the following destinations in Los Angeles County:

- Downtown Los Angeles,
- Century City/West Los Angeles/UCLA, and
- West San Fernando Valley/CSU-Northridge.

AVTA also operates the North County TRANSporter (790), a midday route that connects the Palmdale Transportation Center with the Newhall Metrolink Station and the McBean Regional Transit Center in Santa Clarita. This route bridges most of the midday service gap during which the Metrolink Antelope Valley Line does not operate north of Santa Clarita.

Below is a table highlighting AVTA's frequencies and span of service:

Service Span							
Route	Service Type	Span	Frequency (minutes)				
			AM 5AM-8AM	Midday 8AM-3PM	PM 3PM- 6PM	Evening 6PM- 9PM	Night 9PM-12AM
1	Local	5:00a – 12:36a	30	15	30	30-60	60
2	Local	5:55a – 10:43p	30	30	30	60	60
3	Local	5:55a – 10:44p	30	30	30	60	60
4	Local	5:35a – 9:20p	60	60	60	60	60
5	Local	6:00a – 10:03p	70	70	70	70	60
7	Local	5:00a – 10:52p	75	75	75	75	60
8	Local	6:35a – 6:45p	90	90	90	90	N/A
9	Local	6:15a – 8:05p	90	90	90	90	90
11	Local	5:15a – 11:55p	30	30	30	60	60
12	Local	5:05a – 11:38p	30	30	30	60	60
50	Rural	5:20a – 11:12p	120	120	120	120	120
51	Rural	5:30a – 10:33p	120	120	120	120	120
52	Local/Rural	5:30a – 11:24p	120	120	120	120	120
94	Supplemental	6:40a – 3:55p	1 trip	N/A	1 trip	N/A	N/A
97	Supplemental	6:35a – 3:45p	1 trip	N/A	1 trip	N/A	N/A
98	Supplemental	6:30a – 3:22p	1 trip	N/A	1 trip	N/A	N/A
785	Commuter	3:50a – 8:55a 2:50p – 7:47p	7 trips	N/A	7 trips	N/A	N/A
786	Commuter	4:00a – 8:14a 2:50p – 7:28p	4 trips	N/A	4 trips	N/A	N/A
787	Commuter	4:00a – 8:58a 2:50p – 7:54p	7 trips	N/A	7 trips	N/A	N/A
790	Commuter	8:00a – 4:50p	N/A	2 trips	2 trips	N/A	N/A

ON-TIME PERFORMANCE

A vehicle is considered on time if it departs a scheduled time point zero (0) minutes early and no more than 5 minutes late. AVTA's on-time performance target for fixed-route service is 85% or greater. AVTA monitors on-time performance and system-wide key performance indicators on a monthly basis. Trends are reported to the Board of Directors on a monthly basis.

On Time Performance (Local)			
Routes	2020	2021	2022
1	72%	72%	74%
2	88%	81%	85%
3	80%	77%	80%
4	78%	80%	77%
5	85%	87%	90%
7	79%	78%	81%
8	75%	73%	76%
9	63%	65%	64%
11	78%	76%	75%
12	83%	82%	83%
50	56%	63%	64%
51	69%	69%	75%
52	86%	75%	73%
94	70%	85%	83%
97	80%	72%	73%
98	73%	76%	75%

On Time Performance (Commuter)			
Routes	2020	2021	2022
785	87%	89%	89%
786	68%	67%	64%
787	85%	86%	82%
790	0%	94%	93%

SERVICE AVAILABILITY

Like many urban areas, the Antelope Valley has multiple activity centers instead of a single central business district (CBD). Within the AVTA service area, there are vast areas of extremely low-density housing and employment sites. The AVTA attempts to link major trip generating sites and route vehicles along major commercial thoroughfares. This approach allows for better access to schools, shopping centers, government centers, parks, libraries, hospitals, and community and senior centers. AVTA intends to continue to route vehicles so that this type of access is preserved to these facilities.

3.5 SERVICE POLICIES

The Federal Transportation Administration (FTA) requires that all providers of fixed-route public transportation develop qualitative policies for the following procedures: Vehicle Assignment and Transit Amenities. AVTA has adopted qualitative policies as summarized below. These policies were developed to help AVTA achieve better equity for all of its transit riders.

VEHICLE ASSIGNMENTS

Vehicle assignment refers to the allocation of transit vehicles to ensure that all communities receive the same quality of rolling stock benefits. Benefits include the vehicle age and standard on-board amenities such as air conditioning and upholstery.

AVTA’s average fleet age as of the revision of this Title VI Program is 3.976 years old. In order to ensure equitable distribution of vehicles based on vehicle age, each route is randomly assigned buses without regard to the vehicle age, as maintenance and repair needs permit. Given the length of some routes, vehicle assignment of electric vehicles may also be dependent upon the availability of electric charging facilities along the route.

Listed below is the entire transit fleet breakdown and scheduled replacement year:

Service Type	Number in Class	Year and Model	Scheduled Replacement
Local Transit	2	2014 40' BYD K9M Electric	FY 2026
Local Transit	4	2016 35' BYD K9S Electric	FY 2028
Local Transit	3	2017 40' BYD K9M Electric	(leased)
Local Transit	10	2017 60' BYD K11 Electric	FY 2029
Local Transit	20	2018 40' BYD K9M Electric	FY 2030
Local Transit	13	2019 40' BYD K9M Electric	FY 2031
Local Transit	3	2019 60' BYD K11 Electric	FY 2032
Local Transit	2	2020 40' BYD K9M Electric	FY 2032
Local Transit	5	2023 60' BYD K11 Electric	FY 2035
Total Local Transit	62		
Commuter	24	2021 45' MCI D45E Electric	FY 2033
Total Commuter	24		
Microtransit	8	2019 Green Power EV Van	FY2024
Total Microtransit	8		
Total Active Fleet	94		

TRANSIT AMENITIES

AVTA's emphasis on customer service includes the improvements of its "front door" – the bus stops. The Bus Stop Improvement Program (BSIP), also known as the Regional Partnership Program (RPP), began in FY11. The goal was to increase the attractiveness of bus stops by creating a full-time bus stop maintenance program. The bus stops maintenance program employs five technicians who provide general maintenance and minor repairs for bus stop amenities. Technicians track bus stop maintenance, graffiti history, and customer requests. All 841 active bus stops have been geo-coded and tracked through a bus stop database. For FY2021, AVTA's approved budget included \$2,665,000 in Federal Section 5307 funds for this program. By the end of FY2023, AVTA had spent almost \$2 million on the BSIP, with \$673,545 remaining for FY2024.

AVTA inventories existing amenities within the service area and determines where new or possible replacement facilities should be located based on bus stop boardings, waiting times, other nearby shelters and amenities, minority/non-minority census tract distribution, and ADA accessibility.

AVTA is currently in the process of improving bus stops within its service area by encouraging and assisting the local jurisdictions as they upgrade bus stops with new shelters, route information, and trash receptacles through the RPP. AVTA works together with each jurisdiction to analyze the passenger activity at each bus stop and prioritize funding allocated to improve those locations in need.

Transit amenities refer to fixed items of comfort and convenience available to the general riding public such as bus stop benches and shelters. AVTA reviews and ensures amenities are placed in locations within each city without regard to race, color, national origin, or income considerations. Occasionally, unofficial amenities that are not owned or maintained by AVTA are placed without direction or control of the Authority.

CHAPTER 4: DEMOGRAPHICS

FTA requires transit providers receiving federal assistance to provide demographic maps that shade census tracts where the percentage of total minority and low-income population reside in the service area. These maps and charts will help the transit provider determine whether and to what extent transit service is available to minority populations within the transit provider’s service area. The maps and charts must be updated: 1) at least every three years, 2) after each Federal census data become available; and 3) when there are significant changes in the transit system.

Using American Community Survey (ACS) data, AVTA created map layers and created a visual display to show demographic information in relation to its service area (see Appendix F).

4.1 MINORITY CHARACTERISTICS

According to results from the 2017-2021 ACS 5-year narratives, there was an estimated 397,687 residents in the census tracts within the defined AVTA service area. The service area’s minority population includes Black, Hispanic, Asian, Native American, and Pacific Islander populations as well as those citing two or more races. In the AVTA service area, 53.2% (211,555) of the residents were designated as minority in 2017-2021.

Total Population	Minority		Non-Minority	
397,687	211,555	53.2%	186,132	46.8%

Appendix F shows the demographic map by zip codes where minorities reside within the AVTA service area. This map helps AVTA to determine that transit services are available to minority and non-minority populations equally within the AVTA Service area.

4.2 INCOME CHARACTERISTICS

According to results from the 2017-2021 ACS 5-year narratives, 18% of the population within the AVTA service area was living at or below the poverty line.

Total Population	People Below Poverty Line	Poverty Percentage
397,687	69,076	18%

Appendix E shows the census tracts in the AVTA service area based on percentage of residents living at or below the poverty line. This map allowed AVTA to determine that transit services are available to low income and non-low-income populations equally within the Authority’s service area.

4.3 DEMOGRAPHICS

According to results from the 2021 ACS 5-year Narrative Profiles, 39.1% of residents within the AVTA service area speak a language other than English. Of those residents, 89% are Spanish speakers (See Appendix D – LEP Plan).

Every five years, Title VI requires agencies to conduct a ridership survey that collects demographic data. An online survey of AVTA passengers was conducted in June 2019 on all local and express routes. The local route survey featured 10 questions addressing trip purposes, resources used for trip planning, travel to and from stops, transfer activity, and priorities for service improvement. Participants were also asked to provide optional personal demographic information. The online survey was available in both English and Spanish. Current routes are represented in demographic maps provided in Appendices D, E, and F.

Passengers on commuter Routes 785, 786, 787, and 790 were given a slightly different version of the survey. The commuter route survey asked respondents to include the stops they were using in Los Angeles County. A total of 103 surveys were collected.

4.4 MONITORING TRANSIT SERVICES

AVTA regularly monitors the service in its service area. Performance targets against five key agency goals are monitored. Five performance indicators are evaluated on a monthly basis to determine if the established performance targets are being met. This evaluation includes Passenger Boarding Activity, Complaints per 100,000 boardings, Preventable Accidents per 100,000 miles, On Time Performance and Miles Between Road Calls.

As part of the Title VI service monitoring and evaluation process, each bus route is designated as either a “minority route” or a “non-minority route.” Per FTA Circular 4702.1B: Minority Transit Route means a route that has at least 1/3 of its total revenue mileage in a Census block or block group, or traffic analysis zone(s) with a percentage of minority population that exceeds the percentage of minority population in the transit service area. A recipient may supplement this service area data with route-specific ridership data in cases where ridership does not reflect the characteristics of the census block, block group, or traffic analysis zone.

Key Performance Indicator	2020	2021	2022
Passenger Boarding Activity	1,902,780	914,281	1,113,754
Complaints per 100,000 Boardings	35.9	21.2	30.4
Preventable Accidents per 100,000 Miles	0.33	0.67	1.01
Miles Between Road Calls	5,455	7,956	8,954
On Time Performance	76.5%	74.6%	78.8%

It was identified after applying the “minority route” definition that all of our Transit Routes are considered minority since more than 1/3 of the revenue miles falls under that demographic. Based on our service area, the total population is 397,687 with 53.2% being minority and 46.8% non-minority.

Routes	Miles in Minority Blocks	Percentage of Miles in Minority Bocks	Miles in Non-Minority Blocks	Percentage of Miles in Non-Minority Blocks
1	16.2	56.8%	12.3	43.2%
2	13.1	56.7%	10.0	43.3%
3	16.3	60.8%	10.5	39.2%
4	13.5	52.2%	12.3	47.8%
5	6.7	44.9%	8.3	55.1%
7	16.7	47.6%	18.4	52.4%
8	15.0	59.9%	10.0	40.1%
9	15.1	47.4%	16.7	52.6%
11	13.1	50.3%	13.0	49.7%
12	9.5	49.6%	9.7	50.4%
50	30.1	51.1%	28.8	48.9%
51	25.8	55.9%	21.1	45.7%
52	26.3	56.3%	20.5	43.7%
94	10.8	52.0%	10.0	48.0%
97	10.7	47.4%	11.9	52.6%
98	13.1	60.0%	8.7	40.0%

4.5 CONCLUSION

This report fulfills the compliance reporting requirements for Title VI as detailed in FTA Circular 4702.1B. This report details AVTA’s services, long-range planning efforts and general reporting requirements mentioned in the circular. The program-specific requirements were addressed with a demographic and service profile along with a description of AVTA’s service standards and policies. Service changes and service monitoring were also described. The results demonstrate that AVTA serves a diverse population and supplies public transportation equitably to all classified races, ethnicities, and income levels.

Appendix A | Notice of Customer Rights

TITLE VI NOTIFICATION

NOTIFICACIÓN DE TÍTULO VI

The Antelope Valley Transit Authority (AVTA) ensures that no person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

If you feel you have experienced discrimination in the level and/or quality of transportation services and transit-related benefits that you have received, you may file a complaint with AVTA. For more information on AVTA's Title VI policy, you may call 661.945.9445 or visit avta.com. A complainant may file a complaint in writing at the following address: Antelope Valley Transit Authority, 42210 6th Street West, Lancaster, CA 93534, Attention: Customer Service. To download a complaint form, visit avta.com/title_vi_complaint.htm.

A complainant may file a Title VI complaint directly with the Federal Transit Administration by writing to the U.S. Department of Transportation, Federal Transit Administration, Office of Civil Rights, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105-1839.

El Antelope Valley Transit Authority (AVTA) asegura que ninguna persona por raza, color o origen nacional será objeto de discriminación en el nivel y calidad de los servicios de transporte y beneficios relacionados con el tránsito.

Si cree que ha experimentado discriminación en el nivel y / o la calidad de los servicios de transporte y los beneficios relacionados con el tránsito que ha recibido, puede presentar una queja ante AVTA. Para obtener más información sobre la política Título VI de AVTA, puede llamar al 661.945.9445 o visitar avta.com. Un reclamante puede presentar una queja por escrito en la siguiente dirección: Antelope Valley Transit Authority, 42210 6th Street West, Lancaster, CA 93534, Attention: Customer Service (Atención: Servicio al Cliente). Para descargar un formulario de queja, visite avta.com/title_vi_complaint.htm.

Un demandante puede presentar una queja de Título VI directamente con el Administración de Tránsito Federal escribiendo al U.S. Department of Transportation, Federal Transit Administration, Office of Civil Rights, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105-1839.



Appendix B | Title VI Complaint Form



Antelope Valley Transit Authority 42210 6th Street West | Lancaster, California 93534 | 661.945.9445 | avta.com

Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know.

Complete and return this form to Customer Service: Antelope Valley Transit Authority, 42210 6th Street West, Lancaster, CA 93534.

1. Complainant's Name _____
2. Address: _____
3. City: _____ State: _____ Zip Code: _____
4. Telephone Number (home): _____ (business) _____
5. Person discriminated against (if someone other than the complainant):
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:
a. Race
b. Color:
c. National Origin:
7. What date did the alleged discrimination take place?



Antelope Valley Transit Authority 42210 6th Street West | Lancaster, California 93534 | 661.945.9445 | avta.com

- 8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

- 9. Have you filed this complaint with any other federal, state, or local agency; with any federal or state court? Yes: [] No: []

If yes, check each box that applies:

Federal agency | Federal court | State agency []
State court | Local agency

- 10. Please provide information about a contact person at the agency/court where the complaint was filed.

Name _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____

- 11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant's Signature _____

Date _____



Antelope Valley Transit Authority 42210 6th Street West | Lancaster, California 93534 | 661.945.9445 | avta.com

Formulario de Quejas del Título VI

Título VI del Acta de Derechos Civiles de 1964 requiere que "Ninguna persona en los Estados Unidos, por motivos de raza, color o origen nacional, ser excluida de participar en, ser negado los beneficios de, o ser sujeto a discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal".

La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita ayuda para completar este formulario, por favor háganoslo saber.

Por favor complete y envíe este formulario a nuestras oficinas: Antelope Valley Transit Authority, 42210 6th Street West, Lancaster, CA 93534.

1. Nombre: _____

2. Dirección: _____

3. Ciudad: _____ Estado: _____ Código Postal: _____

4. Número Telefónico (casa): _____ (empleo) _____

5. Persona Discriminada (si una persona distinta del denunciante):

Nombre: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código Postal: _____

6. ¿Cuál de las siguientes opciones describe mejor la razón por la que cree que la discriminación se llevó a cabo? ¿Fue por su:

a. Raza

b. Color:

c. Origen Nacional:

7. ¿En qué fecha la supuesta discriminación ocurrió?



8. En sus propias palabras, describir la supuesta discriminación. Explique lo que ocurrió y quien considera que fue responsable. Por favor, use la parte de atrás de este formulario si necesita más espacio.

9. ¿Ha presentado esta queja con cualquier otro estado, o local agencia federal; con cualquier corte federal o estatal? Si: No:

En caso afirmativo, marque cada casilla que corresponda:

Agencia Federal Corte Federal El Estado
Corte del Estado Agencia Local

10. Porfavor provee información acerca de una persona de contacto en la agencia / courte donde se presentó la denuncia.

Nombre _____

Dirección: _____

Ciudad: _____ Estado: _____ Código Postal: _____

Número Telefónico: _____

11. Por favor firme abajo. Puede adjuntar cualquier material escrito o cualquier otra información que usted considere relevante para su queja.

Firma del Demandante

Fecha

Appendix C | AVTA Fare and Service Change Guidelines

Policy Statement

It is the policy of the AVTA Board of Directors to require service routes to be periodically evaluated to ensure bus service is responsive to the community's needs while remaining an efficient delivery system. Schedule changes are conducted to modify service based on patronage and/or budget fluctuations. Service changes follow an established timeline and process coinciding with the coach operators bid schedule in June and December.

All service changes and enhancements at AVTA are developed and evaluated by the planning staff and the operations team based on service improvement concepts recommended by customers and employees, service design studies, and performance monitoring results.

As our community grows, it becomes necessary to adjust our routes to serve new developments and adjust to the changing environment.

The evaluation process includes a formal public review of the proposals, a technical evaluation of ridership and resource impacts based on established service guidelines and standards, environmental considerations, and coordination with key stakeholders in the regional transit system.

Federal guidelines and AVTA policy require that, based on specific measures, a public hearing is held when major service changes to the transit system are considered. Before each proposed service adjustment is approved, the public is notified of the upcoming changes. AVTA conducts public hearings, public outreach, ride-a-longs on impacted lines, and rider surveys for public comments. We also make the proposed service change information easily available onboard AVTA buses and the AVTA website.

The Board has developed a process for receiving public testimony, which is utilized to evaluate proposed changes before any decision is approved by the Board. Once a program is reviewed and approved by the Board of Directors, new public timetables and bus operator work assignments are developed.

AVTA recommends fare policy changes based on the requirement of achieving minimum farebox recovery ratio objectives set for Fixed-Route and Commuter Services. AVTA is required by the Transportation Development Act to maintain a farebox recovery ratio of at least 20% for its general public services.

Service Change Timeline

Key Activities	Required Lead Time*
Planning Process Begins	6
Develop Preliminary Recommendations, Routing and Schedules	5
Impact Analysis on Proposed Changes	3-4
Public Review and Feedback	3-4
Finalize Program	2
Program Approval	2
Develop Operator Assignments	2
Print Public Schedules and Maps	1

**Required Lead Time: Months prior to service implementation.*

Implementing Minor Changes on an Interim Basis

Minor service changes are generally route and/or schedule modifications that can be accommodated without impacting the vehicle or operator requirements of the service. AVTA can make minor route and/or schedule modifications (not requiring a public hearing) not to exceed an annual cost.

Service Change Measures

Federal guidelines and AVTA policy require that a public hearing be held when major service changes to the transit system are considered. Major Service Changes, as defined by AVTA, include the following:

- A change of 25% or more of service on any route.
- A change of 25% or more in the revenue vehicle miles made to any route.
- A new transit route is proposed.
- A transit route is eliminated.

Standard seasonal variations in transit service are exempt from public hearing requirements.

Emergency service changes may be instituted for 180 days or less without prior notification. A public hearing must be held during that time if the emergency service is to remain in effect for more than 180 days.

Impact Analysis for Proposed Changes

Prior to approval, service changes undergo a technical evaluation. The purpose of the evaluation is two-fold: 1) to define and evaluate the impact on riders; and 2) to develop appropriate mitigation measures if needed. Factors considered are: service performance, availability of alternatives and special mitigation strategies. As part of this evaluation process, resource impacts including in-service hours and vehicles are also tracked to ensure compliance with budget parameters.

Title VI Process for Major Service Changes

Title VI of the 1964 Civil Rights Act states that “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Title VI bars intentional discrimination as well as disparate impact discrimination (i.e., a neutral policy or practice that has a disparate impact on protected groups).

Chapter V part 4 of the Federal Transit Administration Circular 4702.1A requires transit agencies serving large urbanized areas to evaluate significant system-wide service and fare changes at the planning and programming stages to determine whether proposed changes would have a discriminatory impact. For service changes, this requirement applies to “major service changes” only and the recipient should establish guidelines or thresholds for what it considers a “major service change” to be.

AVTA must ensure that there is Title VI consideration whenever there is a change in service that could impact minority communities. AVTA must describe significant service changes relating to hours or days of operation, headways or fares, and provide an analysis of the effect that any proposed changes may have on minority, Limited English Proficiency (LEP), and low-income communities.

All major service changes will be screened to determine if they have a disparate impact on minority and LEP communities, or place a disproportionate burden on low-income populations (target populations). The routing of those services, for which major changes are recommended, will be analyzed using U.S. Census information to determine if the route serves a large share of the target population(s). If it does, then the impacts of the change will be determined, and if they are significant, mitigation may be recommended, alternative services identified, and the change could be withdrawn. If the route does not serve a large share of the target populations, no further review will be required.

Public Hearing Process

After a service change has been developed by AVTA staff, a public hearing will be scheduled identifying the date, time, and location of the hearing. Information pertaining to the service change program will be summarized and presented in an informational report to the AVTA Board of Directors. The public hearing may be held at the conclusion of an outreach program of at least 30 days.

Public Outreach

Prior to the public hearing, a number of public outreach efforts are made so that the greatest number of patrons may respond to the changes at either a public hearing, or by submitting written comments via email, mail, or fax. The public outreach efforts include:

- Distribution of informational brochures on AVTA buses and at information centers, which include route number, route name and route changes.
- Placement of information cards in holders located behind the bus operator

- Public outreach at key transportation centers, bus stops, and on-board vehicles occurs up to one month before the public hearing is held. This effort reaches patrons who may not have time to attend a public hearing, and informs them of other communication methods available for filing public comments.

Public participation in the public hearing process is an important step in assisting staff in developing and approving final service changes. AVTA ensures that the needs of all minorities and LEP populations are considered by using the following procedures at all public participation activities:

- Bilingual staff representation at all outreach events
- Bilingual surveys at outreach events to assess needs and increase minority and LEP engagement
- Partnerships with local social-service and faith-based groups for greater opportunities to engage with the community.

Appendix D | AVTA Limited English Proficiency (LEP) Plan

Introduction

The Limited English Proficiency (LEP) Plan has been prepared to address the Antelope Valley Transit Authority's (AVTA) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964 and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin. AVTA will take reasonable steps to ensure that all persons have meaningful access to its programs, service and information, at no additional cost.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds, including AVTA.

AVTA's goal is to take responsible steps to ensure meaningful access to benefits, services and information for LEP persons in the service area and eliminate language barriers as much as possible. All residents in this service area should be able to understand and utilize the transit services provided.

Plan Summary

AVTA has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by AVTA. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required and how to notify LEP persons that assistance is available.

In order to prepare this plan, AVTA undertook the U.S. Department of Transportation's (U.S. DOT) Four-Factor LEP analysis, which considers the following factors:

1. The number and proportion of LEP persons served or encountered in the eligible service population.
2. The frequency with which LEP persons come in contact with AVTA programs, activities or services.
3. The nature and importance of services provided by AVTA to the LEP population.
4. The resources available to AVTA and overall cost to provide LEP assistance.

A summary of the results of AVTA’s Four-Factor analysis is outlined below.

Four-Factor Analysis

1. The number and proportion of LEP persons served or encountered in the eligible service population.

AVTA’s service area covers the Antelope Valley and a small portion of the Santa Clarita Valley. The Antelope Valley consists of the cities of Palmdale and Lancaster with some various unincorporated areas of Los Angeles County. For planning purposes, AVTA reviewed the 2011- 2015 American Community Survey 5-year estimates “Languages Spoken at Home” (B16001) by Census Tract for the AVTA service area (most current data as of this update).

The AVTA service area has a total population of 353,673 over five years of age. In this population, 68.8% speak only English. Of the 31.2% that speak a language other than English, approximately 50,664 residents, or 14.33%, indicated that they speak English “less than very well”. Of the 50,664 residents that would be considered LEP, (speak English “less than very well”) 45,902 or 91% are Spanish speakers.

Other languages spoken within the AVTA service area include Indo-European (Persian and Armenian), Asian and Pacific Island (Tagalog, Chinese, Cambodian, Korean, and Vietnamese) and all other languages (Arabic). The table below illustrates the number of LEP residents by language.

AVTA Population with Limited English Proficiency		
Language	LEP Speakers	LEP Percent of Total Population
Spanish	45,903	12.98%
Tagalog	1,407	0.40%
Vietnamese	620	0.18%
Korean	617	0.17%
Arabic	552	0.16%
Chinese	525	0.15%
Armenian	357	0.10%
Persian	350	0.10%
Mon-Khmer/Cambodian	333	0.09%
Total	50,664	14.33%

Source: 2015 ACS 5-year estimates

Based on the demographics outlined above, the primary focus of AVTA efforts is on the Spanish speaking segment of the LEP population.

2. The frequency with which LEP persons come in contact with AVTA programs, activities or services.

AVTA serves LEP persons daily via our fixed route and dial-a-ride services. The majority of our LEP persons are Spanish speaking. To date, the most frequent contact between LEP persons and our transit staff is with bus operators. To try to have more Spanish-language assistance available on our buses, we actively recruit for bilingual operators on our website and recruitment flyers. The second highest form of contact is through our customer service representatives, of which 60% speak Spanish fluently and have the ability to translate. The local language resources at AVTA had been sufficient to meet the needs of LEP persons. At this time, we do not track which calls or in-person visits are from LEP individuals. However, our call center phone system allows patrons to request to speak with a Spanish-speaking individual.

- LEP Attachment 1 provides the full 2010-2015 American Community Survey “Languages Spoken at Home” (S16001) by the Census Tract level of the service area.
- LEP Attachment 2 illustrates the service area and route maps with Spanish language densities.

3. The nature and importance of services provided by AVTA to the LEP population.

AVTA provides important transit services to the public through its fixed route and Dial-a-Ride services. AVTA is the only major public transportation provider in the Antelope Valley and provides commuter bus service between the Antelope Valley and the Los Angeles basin (Century City, San Fernando and Downtown Los Angeles). AVTA also provides service to Santa Clarita with the Route 790, dubbed the North County TRANSporter. AVTA provides residents, including LEP persons, transportation services for the purpose of commuting to work, shopping, recreational needs, personal errands, school and other services that are frequently accessed by the public.

4. The resources available to AVTA and overall cost to provide LEP assistance.

Providing translation services to allow LEP populations to participate in the development of AVTA’s core planning and investment policies is a routine practice for the Authority. AVTA’s customer service call center, which processes customer comments by phone, mail, email, and in-person, currently benefits from having staff members who speak, read, and write Spanish. Some of our Antelope Valley Transportation Services (AVTS) reservations specialists (who handle the Dial-A-Ride call center) also speak Spanish.

Documents translated into Spanish include rider alerts posted on our buses and at bus stops; fare and/or service change information; and current fare and pass information. AVTA currently provides a Spanish translator at all community events and has developed Spanish language marketing campaigns promoting the benefits of public transportation via Spanish newspapers, television and radio ads. AVTA’s website also provides a one-button/click solution for translation to Spanish. In addition, AVTA has developed 15 English and Spanish Travel Training videos as part of its mobility management program.

Based on the Four-Factor analysis, AVTA developed its LEP Plan as outlined in the following section.

Limited English Proficiency (LEP) Plan Outline

How AVTA and staff may identify an LEP person who needs language assistance:

1. Examine records to see if requests for language assistance were received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Have a bilingual staff person greet participants as they arrive to an AVTA sponsored events. By informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English.
3. Consistently monitor the number of people that access the transit website in Spanish. In addition, continue to update the site wherever needed.
4. If a vehicle operator encounters a customer in need of assistance in a language other than English, vehicle operators are instructed to try to obtain their contact information and give this information to their manager for follow-up.
5. Automated phone tree is available in English and in Spanish. Callers are given the opportunity to speak directly to a Spanish-speaking staff person.

Language Assistance Measures

There are numerous language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which AVTA staff responds to LEP persons, whether in person, by telephone or in writing.

- Networking with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on programs and services.
- Providing a bilingual staff member at all community events and public hearings.
- Continuing to survey bus operators, dispatchers and customer service staff, on their experience concerning any contacts with LEP persons during the previous year;
- Continuing to post the AVTA Title VI notice and LEP Plan on the agency website, www.avta.com;
- Continuing Travel Training to LEP persons with the assistance of bilingual staff;
- Including language "Spanish a plus" on bus operator and customer service staff recruitment flyers and onboard recruitment posters;
- When an interpreter is needed, for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service within the given time notice.

Staff Training

The following training is provided to all AVTA staff:

1. Information on the AVTA's Title VI procedures and LEP responsibilities
2. Documentation of language assistance requests
3. How to handle a potential Title VI/LEP complaint

All contractors or subcontractors performing work AVTA will be required to follow the Title VI and LEP guidelines.

Outreach Techniques

When staff prepares a document or schedules a meeting for which the target audience is expected to include LEP individuals, documents, meeting notices, flyers and agendas will also be printed in the alternative language based on the known LEP population (Spanish). Interpreters will also be available as needed. Other techniques include bilingual staff representation at all outreach events, bilingual surveys at outreach events to assess needs and increase minority/LEP engagement, and partnerships with local social-service and faith-based groups for greater opportunities to engage with the community.

Monitoring and Updating the LEP Plan

AVTA will update the LEP plan as required by the U.S. DOT. At minimum, the plan will be reviewed and updated every three years or when it is clear that higher concentrations of LEP individuals are present in the AVTA service area.

Updates will include the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether local language assistance programs have been effective and sufficient to meet the need
- Determine whether AVTA's financial resources are sufficient to fund language assistance resources needed
- Determine whether AVTA has fully complied with the goals of this LEP plan
- Determine whether complaints have been received concerning AVTA's failure to meet the needs of LEP individuals

Dissemination of the Antelope Valley Transit Authority LEP Plan

A link to the AVTA LEP Plan and the Title VI Notice is included on the AVTA website at www.avta.com. Any person or agency with internet access will be able to access and download the plan. Alternatively, any person or agency may request a copy of the plan via telephone, fax, and mail or in person and shall be provided with a copy of the plan at no cost. LEP individuals may request translated copies of the plan, which AVTA will provide.

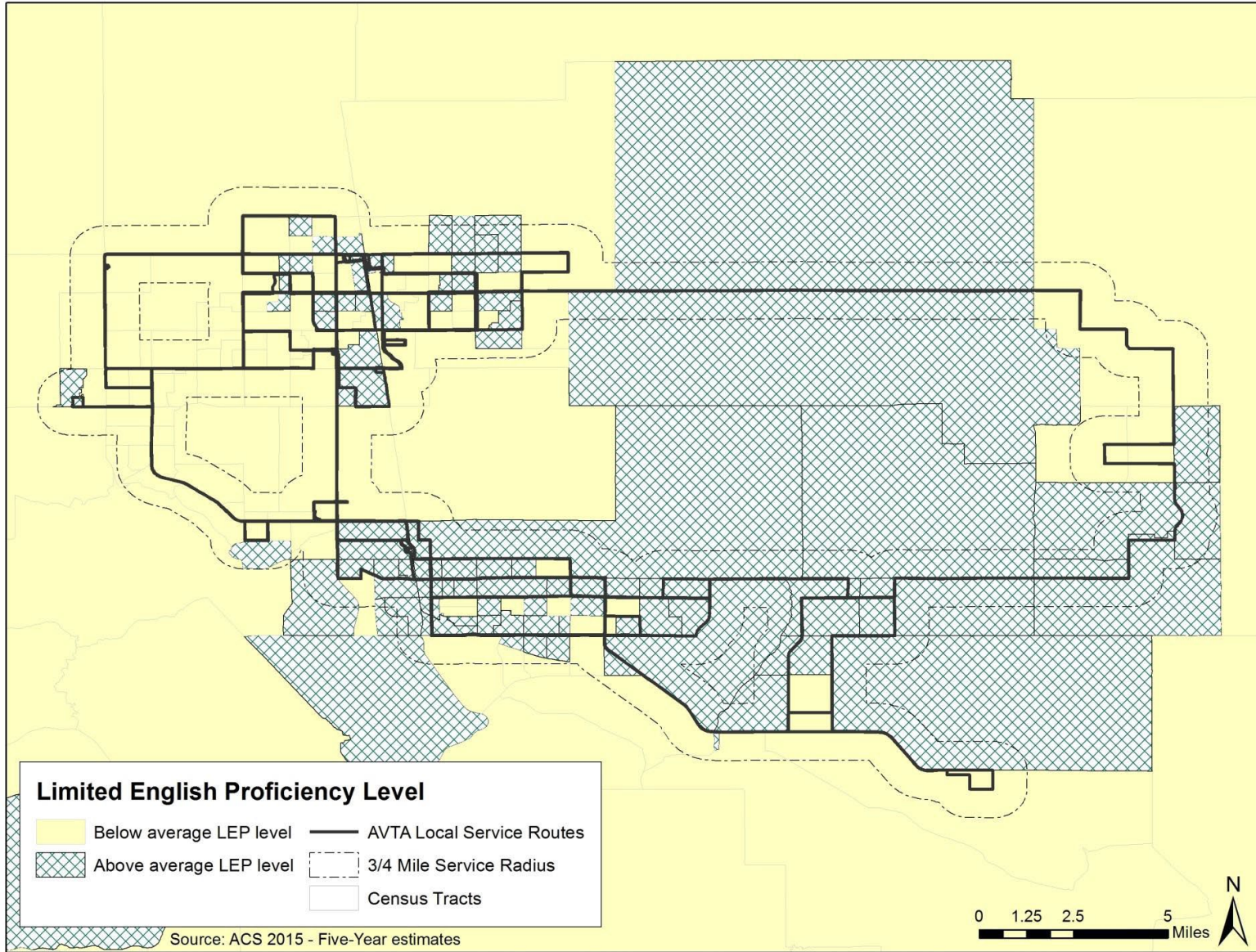
Questions or comments regarding the LEP Plan may be submitted to:

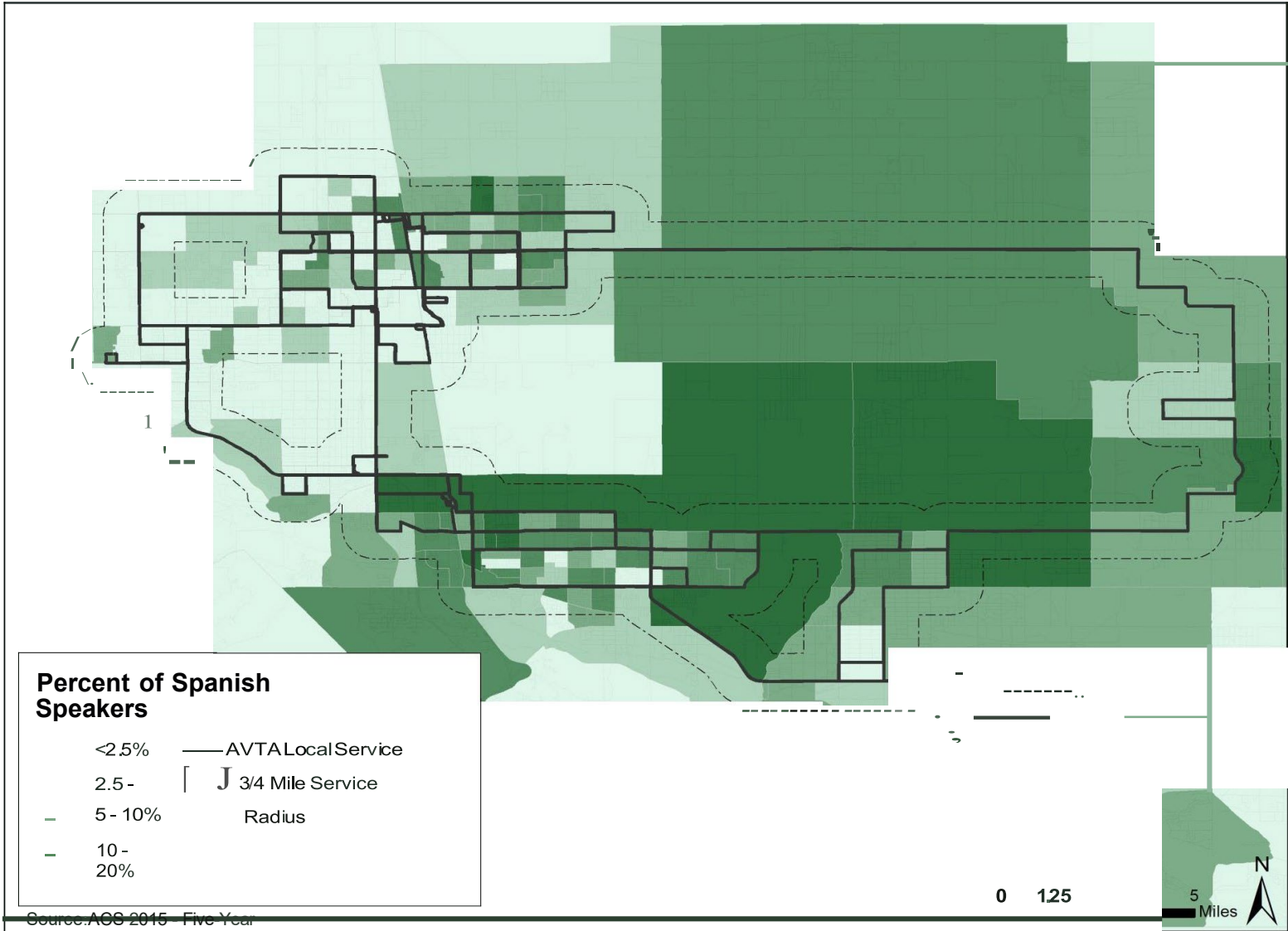
Title VI Officer

42210 6th Street West Lancaster, CA. 93534 Phone: (661) 729-2203

Fax: (661) 726-2615







Email: titlevi@avta.com

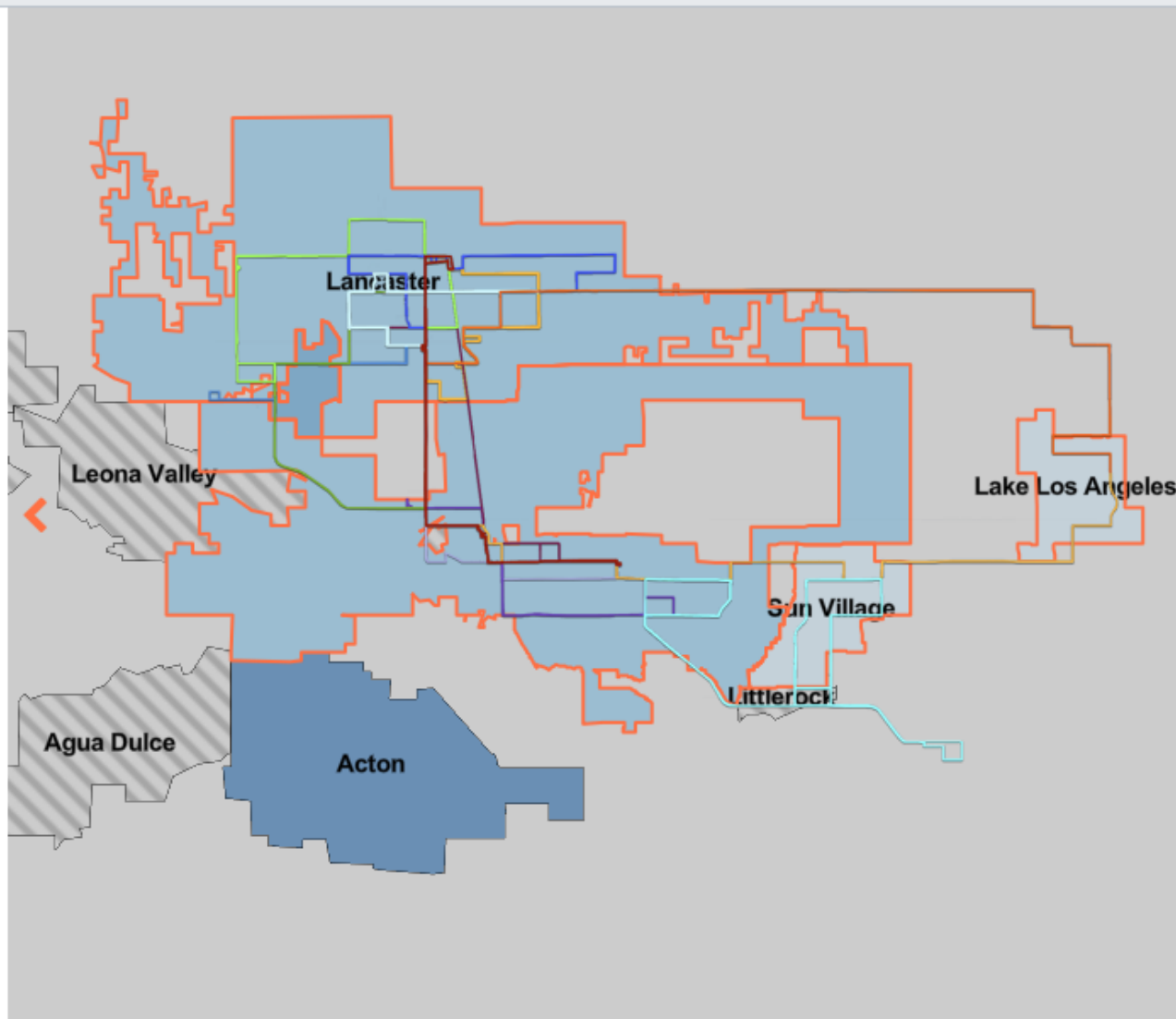




Appendix E | AVTA Low Income and Minority Levels

Median household income (in 2021 dollars), 2017-2021

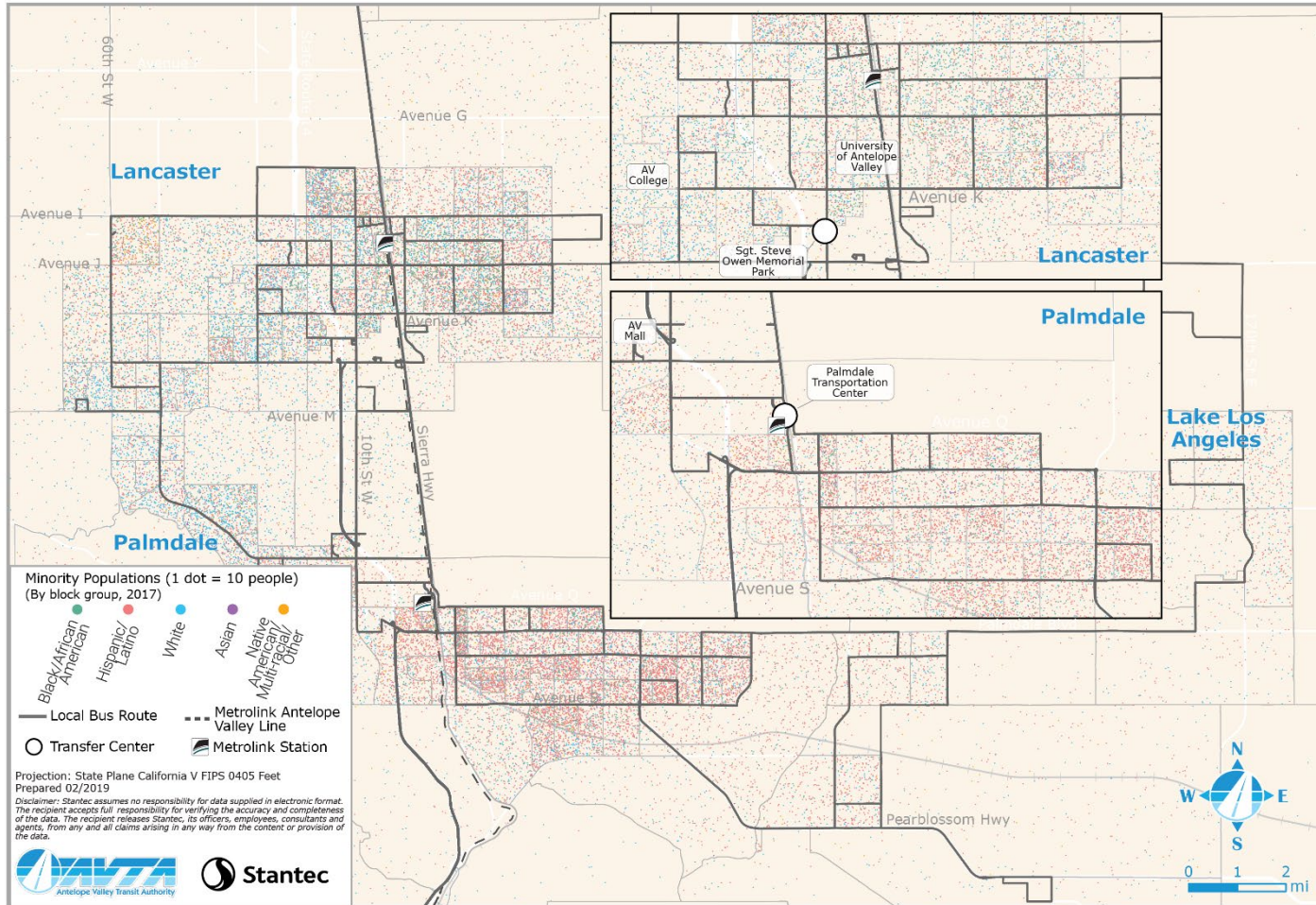
-  [United States](#)
\$69,021
-  [Lake Los Angeles ...](#)
\$53,307
-  [Lancaster city, Cal...](#)
\$61,454
-  [Palmdale city, Cali...](#)
\$70,858
-  [Quartz Hill CDP, C...](#)
\$83,509
-  [Sun Village CDP, C...](#)
\$60,336



\$10,939 - \$48,323
 \$48,323 - \$60,813
 \$60,820 - \$76,918
 \$76,965 - \$101,258
 \$101,285 - \$250,000
 X -









Source ACS 2017-2021

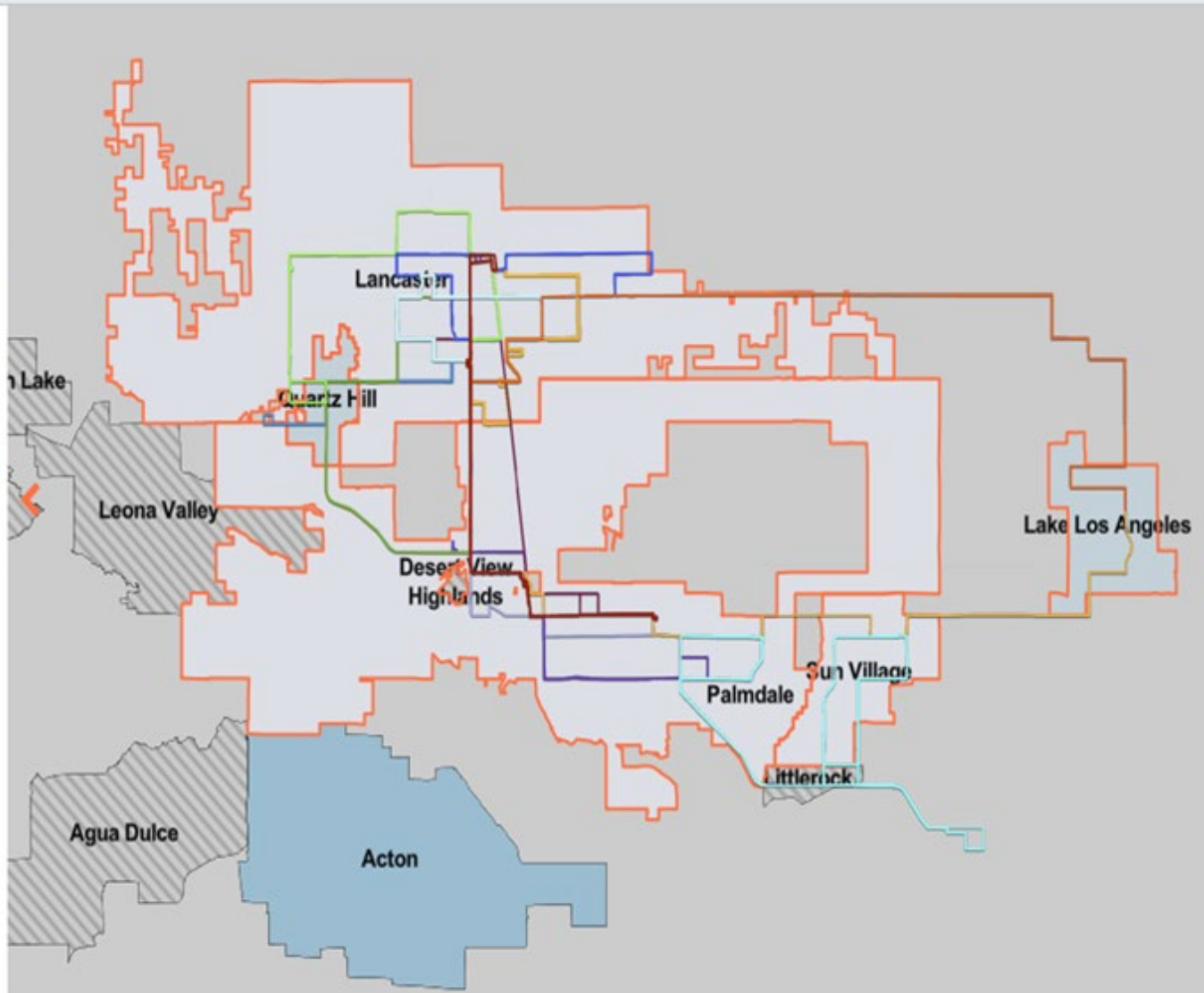
Antelope Valley Transportation Authority Minority Populations



Appendix F | AVTA Demographics of Service Area Maps

White alone, percent

-  [United States](#)
75.8% 
-  [Lake Los Angeles ...](#)
63.1% 
-  [Lancaster city, Cal...](#)
48.7% 
-  [Palmdale city, Cali...](#)
40.7% 
-  [Quartz Hill CDP, C...](#)
68.9% 
-  [Sun Village CDP, C...](#)
45.6% 



1.2% - 55.5% 55.5% - 71.3% 71.3% - 81.8% 81.8% - 89.4% 89.4% - 99.5% X

Source ACS 2020-2022

Black or African American alone, percent

- 
[United States](#)
13.6%

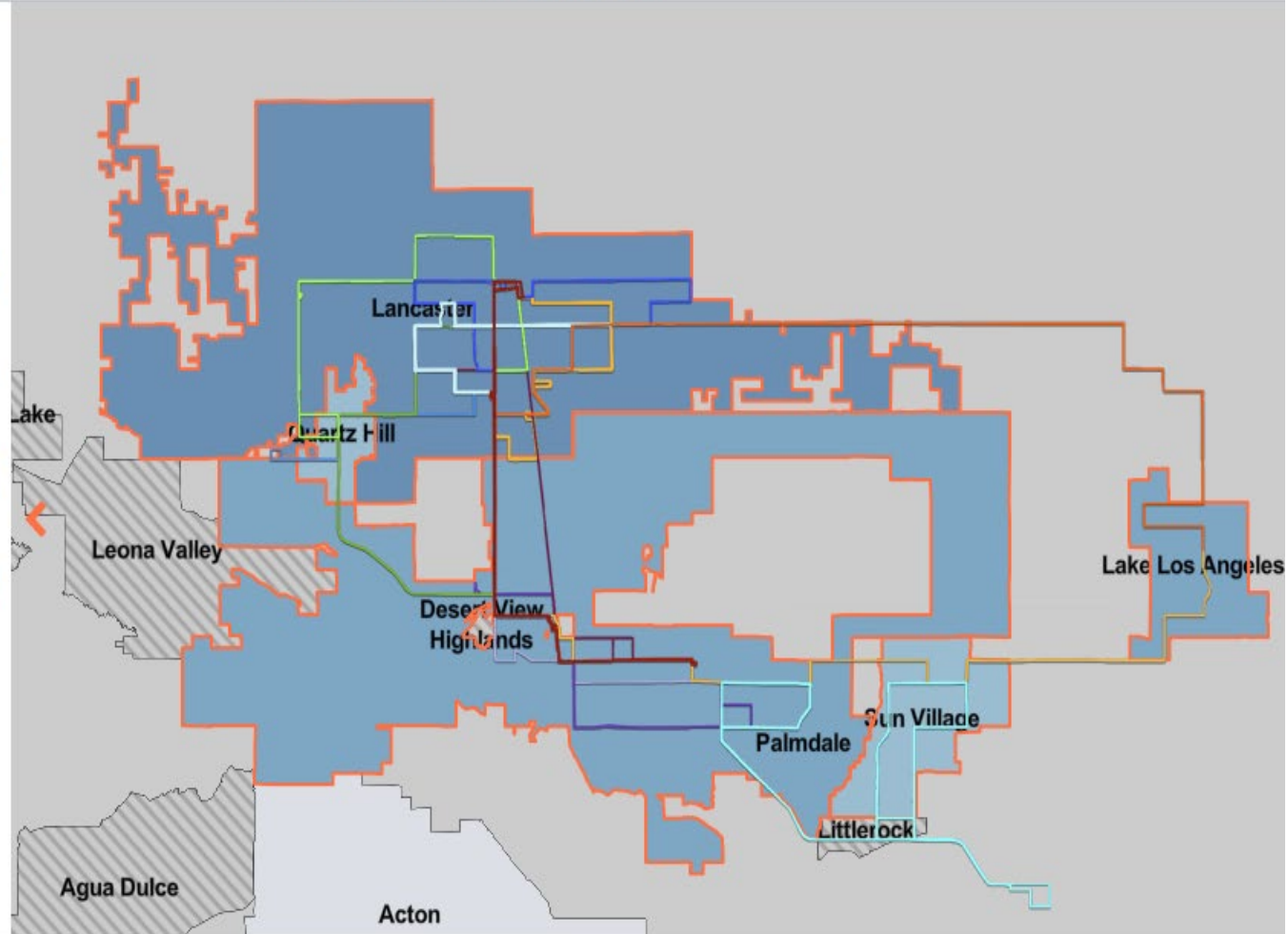
- 
[Lake Los Angeles ...](#)
7.1%

- 
[Lancaster city, Cal...](#)
20.5%

- 
[Palmdale city, Cali...](#)
12.9%

- 
[Quartz Hill CDP, C...](#)
6.5%


















- 
[Sun Village CDP, C...](#)
3.4%

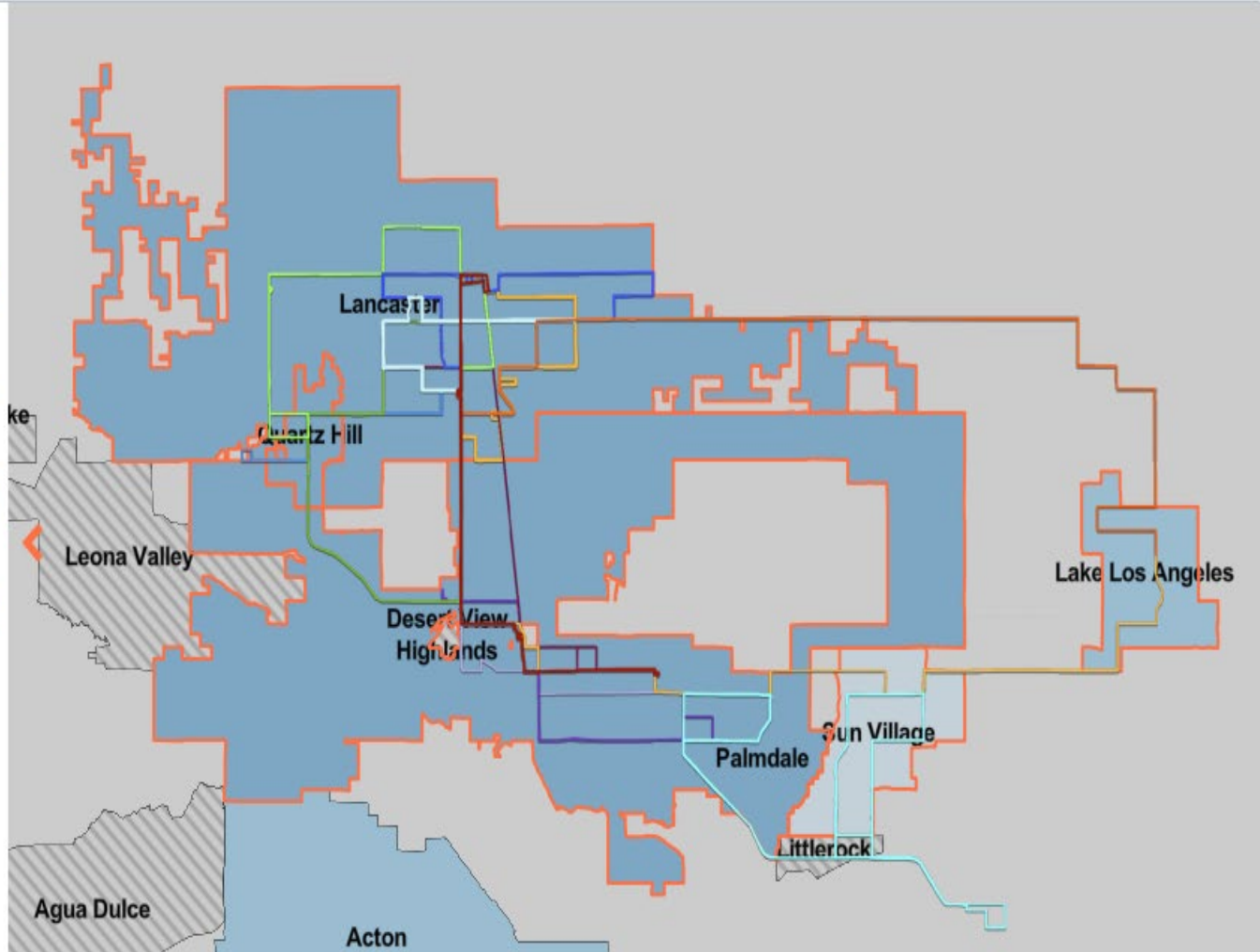



0% - 1%
 1% - 2.8%
 2.8% - 6.6%
 6.6% - 17.1%
 17.1% - 97.7%
 X

Source ACS 2017-2021

Asian alone, percent






-  [United States](#)
6.1% 
-  [Lake Los Angeles ...](#) 
1.6% 
-  [Lancaster city, Cal...](#) 
4.0% 
-  [Palmdale city, Cali...](#) 
4.4% 
-  [Quartz Hill CDP, C...](#) 
2.9% 
-  [Sun Village CDP, C...](#) 
0.9% 

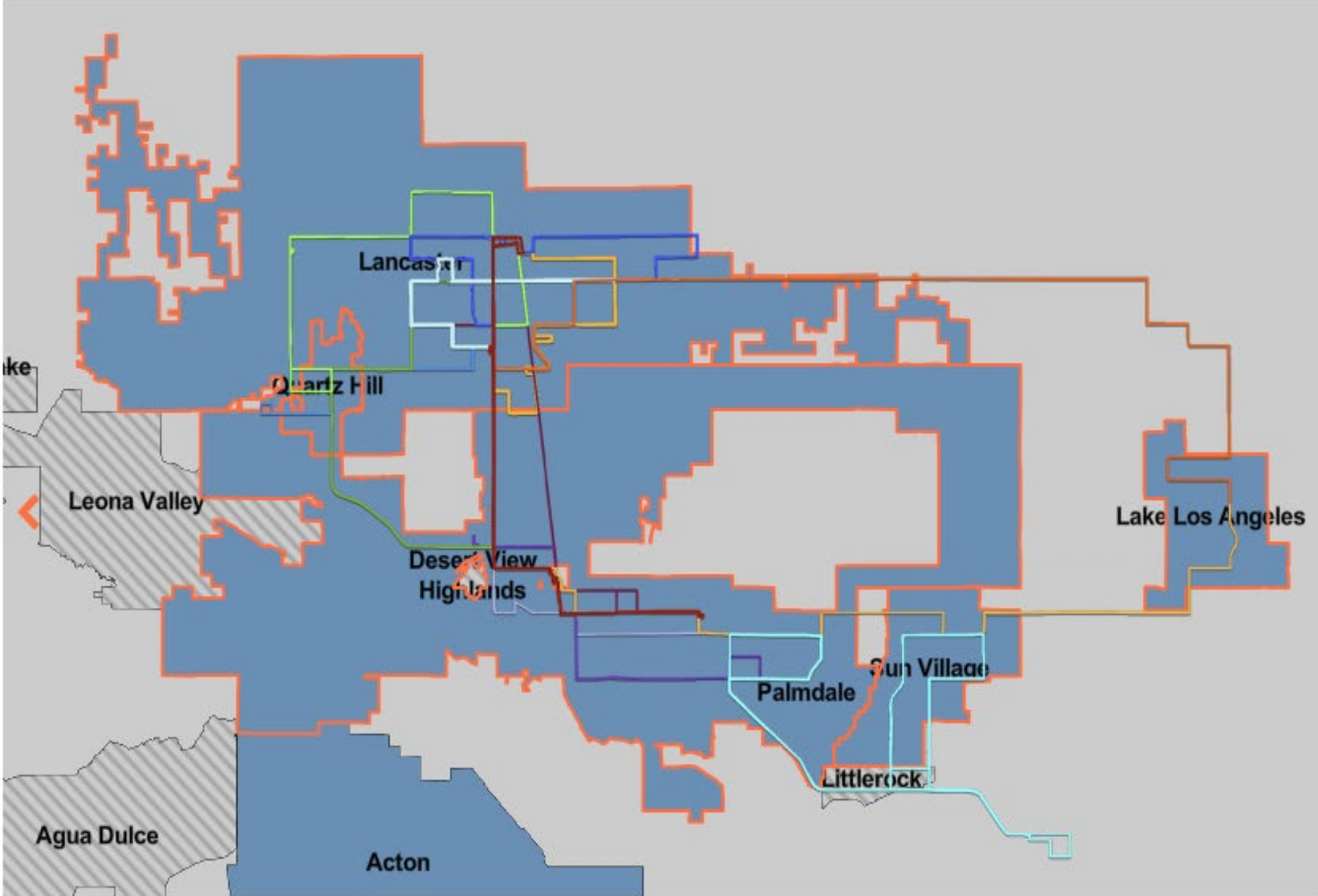


0% - 0.6%
 0.6% - 1.5%
 1.5% - 2.9%
 2.9% - 6.4%
 6.5% - 69.8%
 X

Source ACS 2017-2021

Hispanic or Latino, percent

- 
United States
18.9%
⚠
- 
Lake Los Angeles ...
62.7%
⚠
- 
Lancaster city, Cal...
44.8%
⚠
- 
Palmdale city, Cali...
61.0%
⚠
- 
Quartz Hill CDP, C...
30.0%
⚠
- 
Sun Village CDP, C...
76.6%
⚠

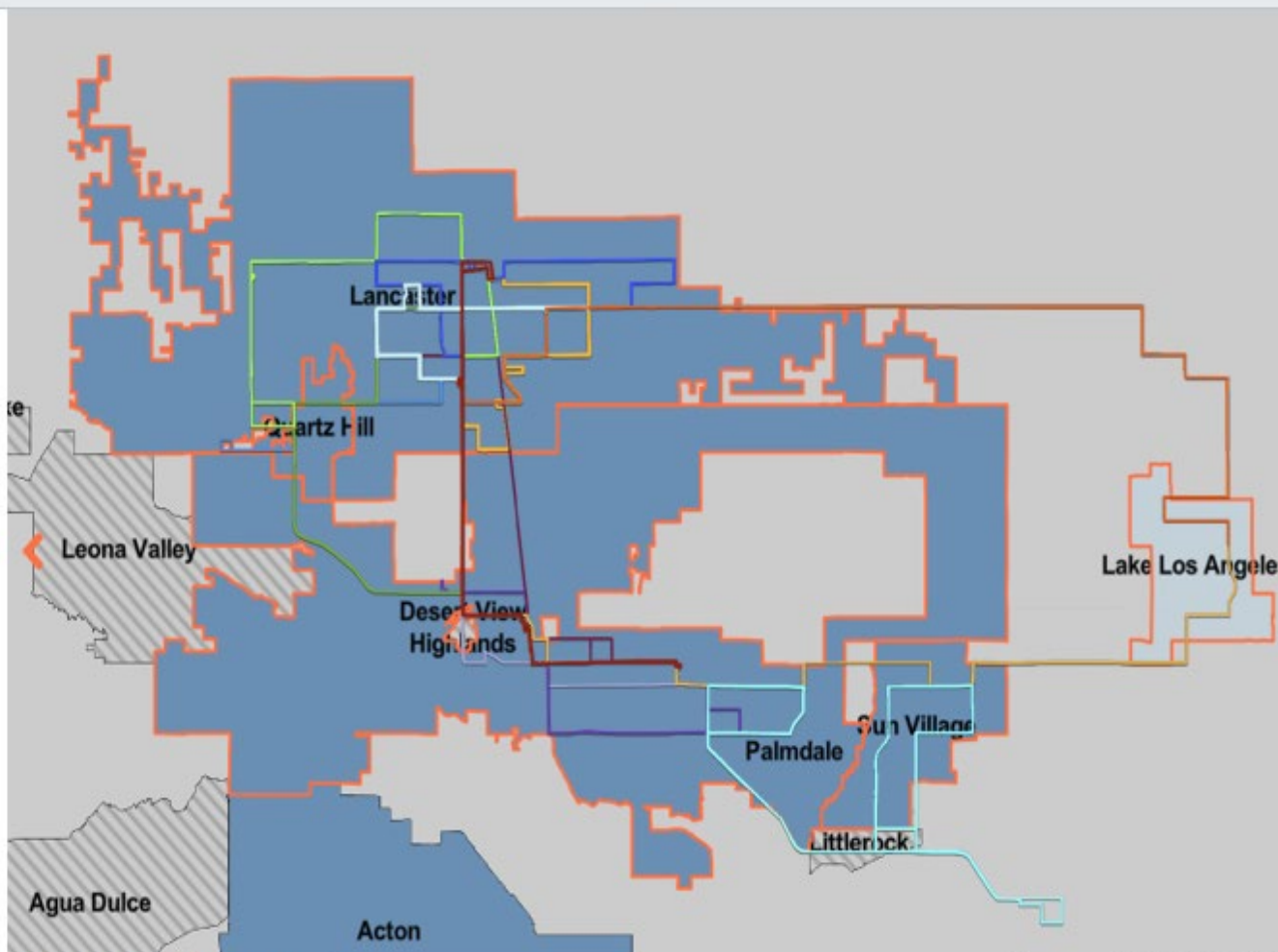


0% - 3.5% 3.5% - 6.8% 6.8% - 12.2% 12.2% - 25.6% 25.7% - 100% X

Source ACS 2017-2021


















American Indian and Alaska Native alone, percent

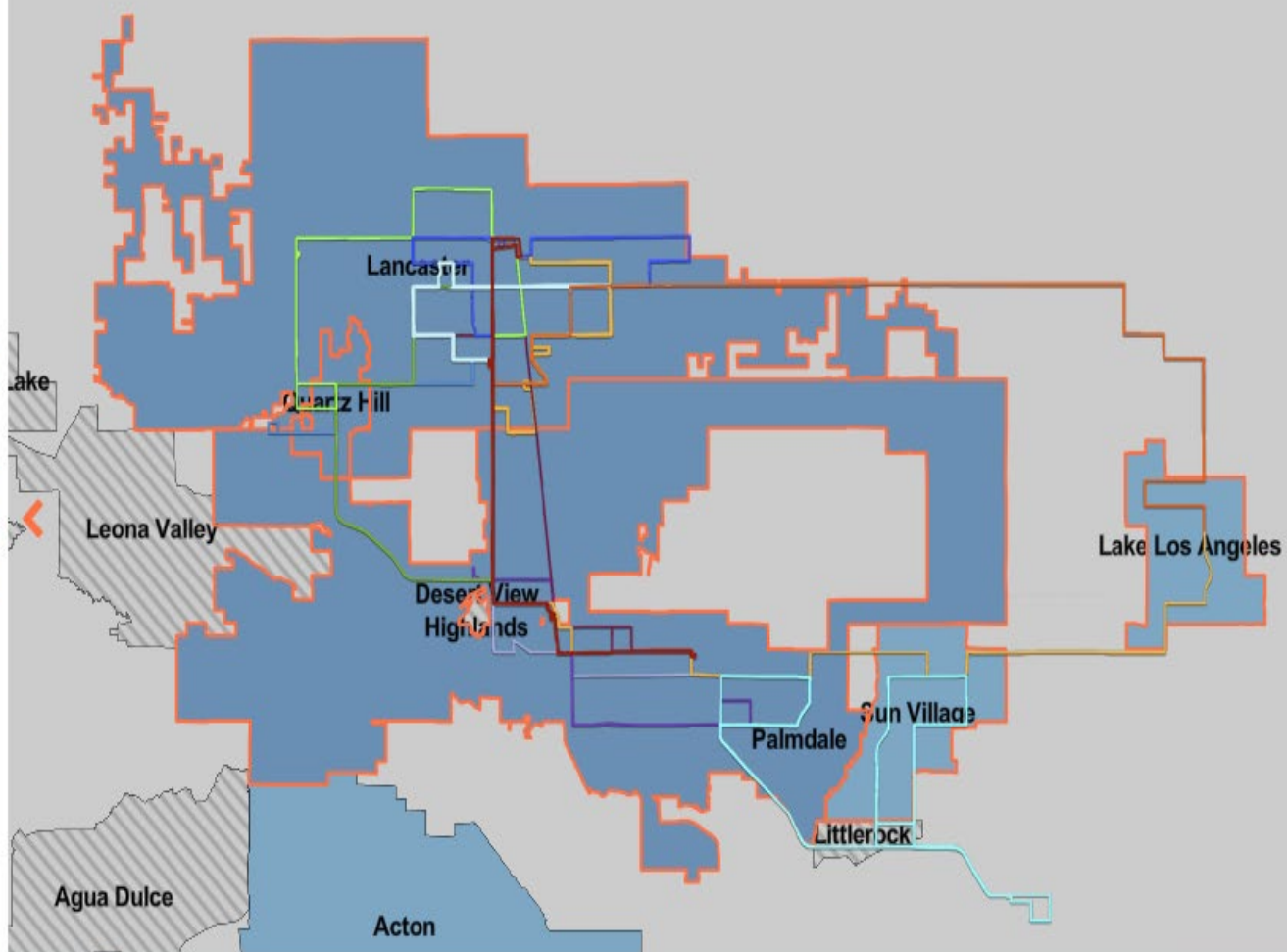
-  [United States](#)
1.3% 
-  [Lake Los Angeles ...](#)
0.0% 
-  [Lancaster city, Cal...](#)
1.1% 
-  [Palmdale city, Cali...](#)
1.6% 
-  [Quartz Hill CDP, C...](#)
2.3% 
-  [Sun Village CDP, C...](#)
1.2% 



Source ACS 2017-2021

Native Hawaiian and Other Pacific Islander alone, percent



-  [United States](#)
0.3% 
-  [Lake Los Angeles ...](#) 
0.0% 
-  [Lancaster city, Cal...](#) 
0.1% 
-  [Palmdale city, Cali...](#) 
0.4% 
-  [Quartz Hill CDP, C...](#) 
0.5% 
-  [Sun Village CDP, C...](#) 
0.0% 

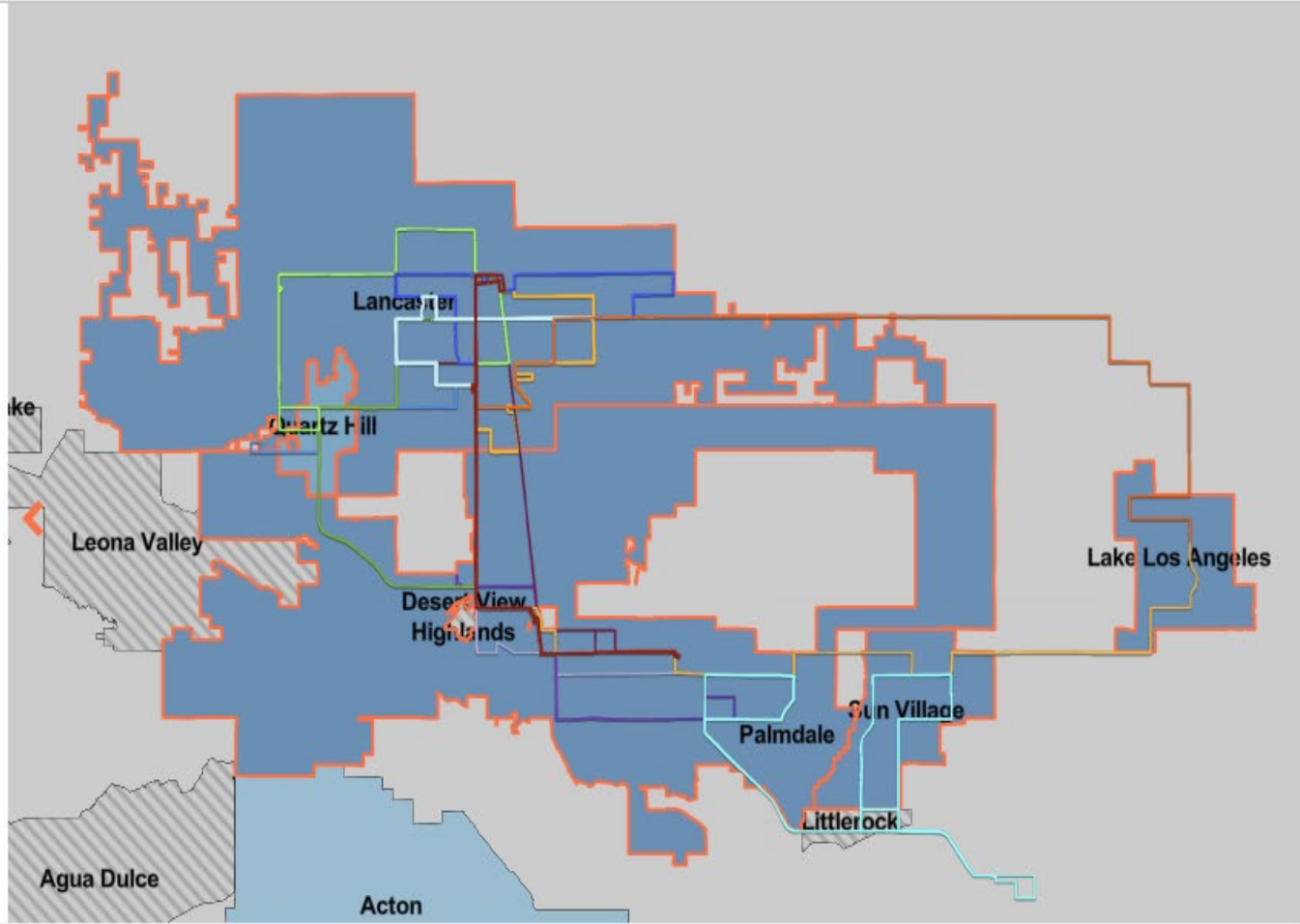


0% - 0%
 0% - 0%
 0% - 0%
 0% - 0.1%
 0.1% - 56.4%
 X

Source ACS 2017-2021

Two or More Races, percent

-  [United States](#)
2.9% 
-  [Lake Los Angeles ...](#) 
13.2% 
-  [Lancaster city, Cal...](#) 
13.5% 
-  [Palmdale city, Cali...](#) 
10.2% 
-  [Quartz Hill CDP, C...](#) 
9.3% 
-  [Sun Village CDP, C...](#) 
11.8% 



0% - 3.2% 3.2% - 4.8% 4.8% - 6.7% 6.7% - 9.8% 9.8% - 54.1% X

Source ACS 2017-2021

RESOLUTION NO. 2023-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY ADOPTING THE TITLE VI PROGRAM UPDATE FOR FISCAL YEARS 2023/2024 THROUGH 2025/2026 AS REQUIRED BY FEDERAL AND STATE FUNDING AND REGULATORY AGENCIES

THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY RESOLVES AS FOLLOWS:

WHEREAS, the Antelope Valley Transit Authority will comply with Title VI of the Civil Rights Act of 1964, including the new provision detailed in the U.S. Department of Transportation’s FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”. Specifically, Title VI provides that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 1. The Board of Directors of the Antelope Valley Transit Authority hereby approves and adopts the Title VI Program Update for Fiscal Years 2023/2024 through 2025/2026 as required by Federal and State funding and regulatory agencies.

Section 2. The Secretary of the Board shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 23rd day of May 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Marvin Crist, Chairman

ATTEST:

APPROVED AS TO FORM:

Karen S. Darr, Clerk of the Board

Allison Burns, General Counsel



DATE: May 23, 2023

TO: BOARD OF DIRECTORS

SUBJECT: Amendment No. 1 to Contract #2020-05 with Avail Technologies, Inc., for Equipment and Services with AVTA's Intelligent Transportation System (ITS) Equipment Upgrades Enhancement Project

RECOMMENDATIONS:

Authorize the Executive Director/CEO to execute Amendment No. 1 to Contract #2020-05 with Avail Technologies, Inc. for additional equipment and services with AVTA's ITS Equipment Upgrades for the additional fleet for an additional amount not to exceed \$284,943.64 and time extension until April 30, 2028.

FISCAL IMPACT:

Sufficient funds have been included in the FY 2022/2023 Budget and will be included in future budgets to cover contract costs.

BACKGROUND:

In July 2021, the Board of Directors approved Contract 2020-05 for AVTA's ITS Equipment Upgrade Enhancement Project. This contract allowed upgrades to the existing in-vehicle technology to the latest non-proprietary hardware. The new platform offered many additional capabilities beyond the preexisting platform and enabled AVTA to transition the vehicle fleet to the latest generation system.

As detailed in Avail's Engineering Change Proposal 1 (Attachment A), due to changes in the fleet quantity of available vehicles from 74 to 100, discussions were held during the project to include additional materials that were not available from AVTA and are required to complete full installs of 26 new OEM vehicles.

Hanover Interior Signs, APC counters, and Digi Mobile Routers (with support) are being added to the project so new vehicles can be fully installed when delivered by BYD. Additional items included cover change order costs from MPM to finish sign installs, replacement of a GPS part, and additional costs for vehicle installation.

April 6th, 2023

Martin Tompkins
Executive Director / CEO
Antelope Valley Transit Authority
42210 6th Street
Lancaster, CA 93534

Re: ITS Enhancement Project, ECP#1

Dear Mr. Tompkins:

Avail Technologies is pleased to provide this Engineering Change Proposal (ECP #1) to the existing contract for the Purchase of Avail Intelligent Transportation System Enhancement Program. This is the first ECP to the existing contract.

As part of the Project process and with additional discussions with the AVTA team, it was determined that changes to the existing contract were required to meet the goals of the project. These changes are detailed within this Engineering Change Proposal (ECP#1).

This quote will be valid for 60 days. If you have any questions, please contact Neal Castles at (814) 234-3394 extension 1080 or via email at ncastles@availtec.com.

Best Regards,



Neal Castles
Project Manager
Avail Technologies, Inc.

1 ENGINEERING CHANGE PROPOSAL (ECP)

To Contractor: Avail Technologies, Inc.
 Purchase Order Number: ITS System Enhancement
 Original contract dated August 3rd, 2021
 Amendment Number: One (1)
 Effective Date of Amendment: April 6th, 2023
 Contract Date: August 3rd, 2021
 Contract for: ITS System Enhancement

The contract is changed as described in Items 1, 2, and 3. All Parties agree that all other sections of the original contract remain in effect.

2 CONTRACT AMOUNT

Original Contract	\$1,203,403.28
Prior Amendments	\$0.00
Credits for this Amendment	\$0.00 *
Additions for this Amendment	\$284,943.64
Total ECP Amount	\$284,943.64
Contract Amount	\$1,488,346.92

The contract is changed as described in Items 3, 4, and 5. All Parties agree that all other sections of the original contract remain in effect.

* A credit of \$25,650 was added to the current Support Contract to remove the Apollo Live Look-In Cellular costs which were originally included as part of the contract amount.

3 ITEMIZED CHANGES

3.1 CREDITS

No credits for this ECP:
 Total Credits (\$0.00)

3.2 ADDITIONS

Vehicle Equipment:
 (24) Hanover Interior Signs, (5) Automatic Passenger Counters, (21) IRMA APC Counters



(19) Digi Mobile Gateway Routers	\$179,158.38
(19) Digi Configuration – 5-year Remote Management.....	\$17,816.70
(26) Fleet Installs for OEM vehicles	\$75,861.30
MPM Signage Change Order.....	\$11,985.00
(1) GPS Replacement Part	\$122.26
Total Additions	\$284,943.64

4 PAYMENT MILESTONES

The following payment milestones reflect the change adjustment pertaining to this Amendment only.

Milestone	%	Original Milestone Amount	ECP #1 Amount Change	ECP #1 Milestone Amount
Project Kickoff Meeting	25%	\$273,255.15		
Ordering of Equipment	25%	\$273,255.15		
Receipt of Equipment Delivery to Gwinnett	25%	\$273,255.15		
Vehicle Installation Completion Signoffs	15%	\$163,953.09		
ETMS Conversion	100%	\$52,900.68		
ITS Project Closure	10%	\$109,302.06		
Added -Finalize OEM Vehicle Design	40%		\$113,977.46	\$113,977.46
Added -Equipment Delivery to Agency	30%		\$85,483.09	\$85,483.09
Added -100% OEM Fleet Installed	30%		\$85,483.09	\$85,483.09
Project Total		\$1,145,921.28	\$284,943.64	\$1,430,864.92
Warranty Total		\$57,482.00	\$0.00	\$0.00
Contract Total		\$1,203,403.28	\$284,943.64	\$1,488,346.92

5 DESCRIPTION OF CHANGE

5.1 ITS

Antelope Valley Transit and Avail project teams have discussed the need for this change to the existing ITS contract. These changes include the following additions:



5.1.1 CREDITS

No Credits offered

5.1.2 ADDITIONS

Due to changes in the fleet quantity of available vehicles from 74 to 100, discussions were held during the project to include additional materials that were not available from AVTA and are required to complete full installs of 26 new OEM vehicles. Hanover Interior Signs, APC counters, Digi Mobile Routers (with support) are being added to the project so new vehicles can be fully installed when delivered by BYD. Additional items included cover change order costs from MPM to finish sign installs, replacement of a GPS part used by MV and additional costs for vehicle installation.

Each addition was reviewed, discussed, and agreed to as part of planning and ongoing project discussions. These additions were unknown at the time of the project's inception and have been included to cover the additional costs. The addition of \$284,943.64 is reflected in three new Payment Milestones.

6 MAINTENANCE & SUPPORT

The changes listed above, unless otherwise noted, shall be added to any existing in-force Maintenance and Support (M&S) plan, or issued as a stand-alone M&S plan in the absence of a currently in-force plan.

7 CONTRACT CHANGE ACCEPTANCE

Antelope Valley Transit
Martin Tompkins
Executive Director / CEO

Date



4/06/22

Avail Technologies, Inc.
Kevin McKay
Chief Operating Officer

Date



**ANTELOPE VALLEY TRANSIT AUTHORITY
LANCASTER, CALIFORNIA
SERVICES CONTRACT AMENDMENT
(Amendment to Change Contract Provisions During Contract Term)**

CONTRACT NO. 2022-05: AMENDMENT NO. 1

This Amendment No. 1 ("Amendment No. 1" or "Amendment Number 1") to the August 25, 2021 Services Agreement, as amended by Amendment No. 1 (individually and collectively, "Agreement" or "Contract"), executed by and between Antelope Valley Transit Authority, a joint powers authority, 42210 6th St West, Lancaster, CA, 93534, ("AVTA"), and **Avail Technologies, Inc.**, ("Contractor"), is made as of May 1, 2023.

RECITALS

A. The parties executed the Services Contract to provide an Intelligent Transportation System ("ITS System") Enhancement for the Authority's public transportation system for a fixed amount.

B. The parties now desire to amend the agreement by adding services and compensation, and a time extension to support the ITS System Enhancement contract.

NOW, THEREFORE, the parties agree as follows:

1. AMENDMENT OF SERVICES CONTRACT, EFFECTIVE DATE AND TERMINATION DATE

On page one (1) of the "Services Contract", the second paragraph under the heading of "**Effective Date and Termination Date**" is further amended by deleting and replacing the second sentence with the following:

"Unless earlier terminated as provided below, the termination date shall be April 30, 2028."

2. AMENDMENT OF EXHIBIT 1, "2. THE MAXIMUM PAYMENT UNDER THIS CONTRACT, INCLUDING EXPENSES, IS:"

On page eighteen (18) of the "Services Contract", under the heading of "**EXHIBIT 1, 2. THE MAXIMUM PAYMENT UNDER THIS CONTRACT, INCLUDING EXPENSES, IS:**" is further amended by deleting and replacing the following, as follows:

"Not To Exceed' all-inclusive amount of \$1,488,346.92, as listed in Section 4 Payment Milestones."

The foregoing maximum, 'not-to-exceed' amount includes the following list of adjustments, as detailed and set forth in "**Engineering Change Proposal 1**", dated April 6, 2023, a copy of which is attached hereto and marked "**Attachment A**", and incorporated by reference herein:

ADDITIONS:

Vehicle Equipment:

- (24) Hanover Interior Signs, (5) Automatic Passenger Counters, (21) IRMA APC Counters
- (19) Digi Mobile Gateway Routers \$179,158.38
- (19) Digi Configuration – 5-year Remote Management \$17,816.70

(26) Fleet Installs for OEM vehicles	\$75,861.30
MPM Signage Change Order	\$11,985.00
(1) GPS Replacement Part	\$122.26
Total Additions	\$284,943.64

3. AMENDMENT OF EXHIBIT 8 – “CONTRACTOR’S PROPOSAL”

The Services Contract is further amended by deleting and replacing the “Payment Terms” set forth in Section 5 of Exhibit 8 – “Contractor’s Proposal”, with a new table of payment milestones entitled “4 Payment Milestones”, as set forth in “Attachment A”, dated April 6, 2023, a copy of which is attached hereto and marked “Attachment A”, and incorporated by reference herein. Except as expressly modified above, Exhibit 8 –“Contractor’s Proposal”, remains unchanged.

4. PRESERVATION OF AGREEMENT

Except as expressly modified by this Amendment No. 1, all provisions of the Services Contract shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Services Contract, the provisions of this Amendment No. 1 shall control.

TO EFFECTUATE THIS AMENDMENT No. 1, the parties have caused their authorized representatives to sign below.

“AVTA”
Antelope Valley Transit Authority

“Contractor”
Avail Technologies, Inc.

By: _____
Martin J. Tompkins, Executive Director/CEO

By: _____

By: _____