



Regular Meeting of the Board of Directors

Tuesday, March 25, 2025

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 Royal

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 SENATOR SUZETTE VALLADARES' OFFICE – JACK DANIELSON
- SRP 2 LEGISLATIVE REPORT FROM ASSEMBLYMEMBER TOM LACKEY'S OFFICE – ANNA ZARLEY
- SRP 3 PRESENTATION TO CARLOS LOPEZ, CUSTOMER SATISFACTION MANAGER, FOR 15 YEARS OF SERVICE – MARTIN TOMPKINS
- SRP 4 PRESENTATION TO AVTA EMPLOYEE OF THE MONTH FOR FEBRUARY 2025 – CARLOS LOPEZ
- SRP 5 PRESENTATION TO MV TRANSPORTATION EMPLOYEE AND OPERATOR OF THE MONTH FOR FEBRUARY 2025 – TOM CONLON
- SRP 6 PRESENTATION TO AV TRANSPORTATION SERVICES (AVTS) EMPLOYEE OF THE MONTH FOR FEBRUARY 2025 – ART MINASYAN
- SRP 7 AVTS MICROTRANSIT AND DIAL-A-RIDE KEY PERFORMANCE INDICATORS (KPI) REPORT FOR FEBRUARY 2025 – ART MINASYAN
- SRP 8 LEGISLATIVE REPORT FOR MARCH 2025 – JUDY VACCARO-FRY
- SRP 9 MAINTENANCE KPI REPORT FOR FEBRUARY 2025 – JOSEPH SANCHEZ
- SRP 10 OPERATIONS KPI REPORT FOR FEBRUARY 2025 – GENIE MAXIE

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 FEBRUARY 25, 2025 - DEEANNA CASON

Recommendation: Approve the Board of Directors Regular Meeting Minutes of February 28, 2025.

CC 2 FINANCIAL REPORT FOR FEBRUARY 2024 – VIANNEY MCLAUGHLIN

Recommendation: Receive and file the Financial Report for February 2025.

CC 3 DESTRUCTION OF AVTA RECORDS – PAULINA HURLEY

Recommendation: 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.

NEW BUSINESS (NB):

NB 1 CONSIDER ANTELOPE VALLEY TRANSIT AUTHORITY BOARD OF DIRECTORS TO APPROVE MEMBERSHIP IN THE FIRST PUBLIC HYDROGEN AUTHORITY (FPH₂) – MARTIN TOMPKINS

Recommendation: Approve and authorize the Antelope Valley Transit Authority to enter the JPA Agreement, and thereby approve and authorize the Antelope Valley Transit Authority to become a member of (FPH₂).

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 April 22, 2025, 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 March 21, 2025, 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.



FY 2025 MONTHLY OPERATIONS
KEY PERFORMANCE INDICATORS

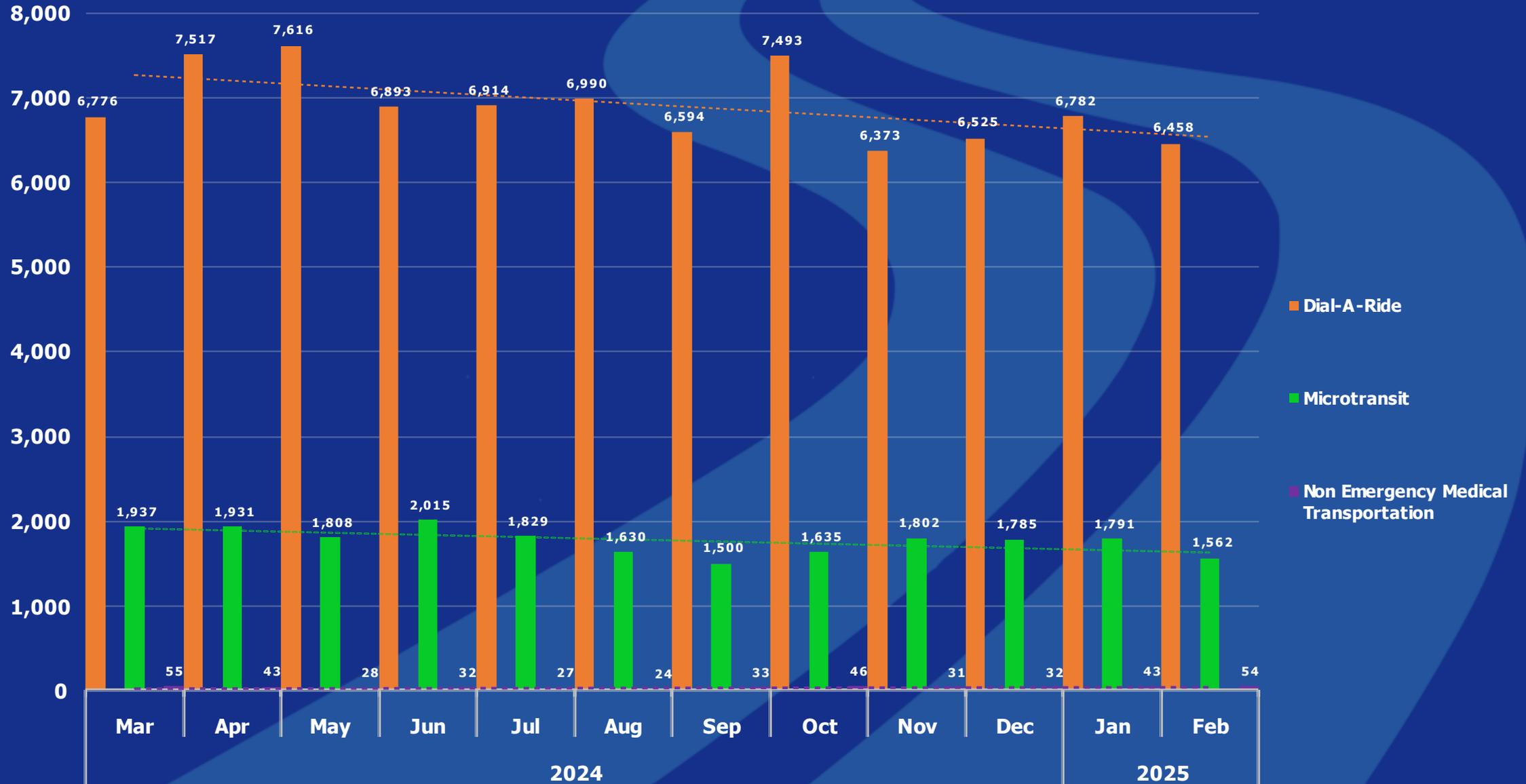
FEBRUARY

PRESENTATION BY ARTZRUN MINASYAN
TO THE AVTA BOARD OF DIRECTORS

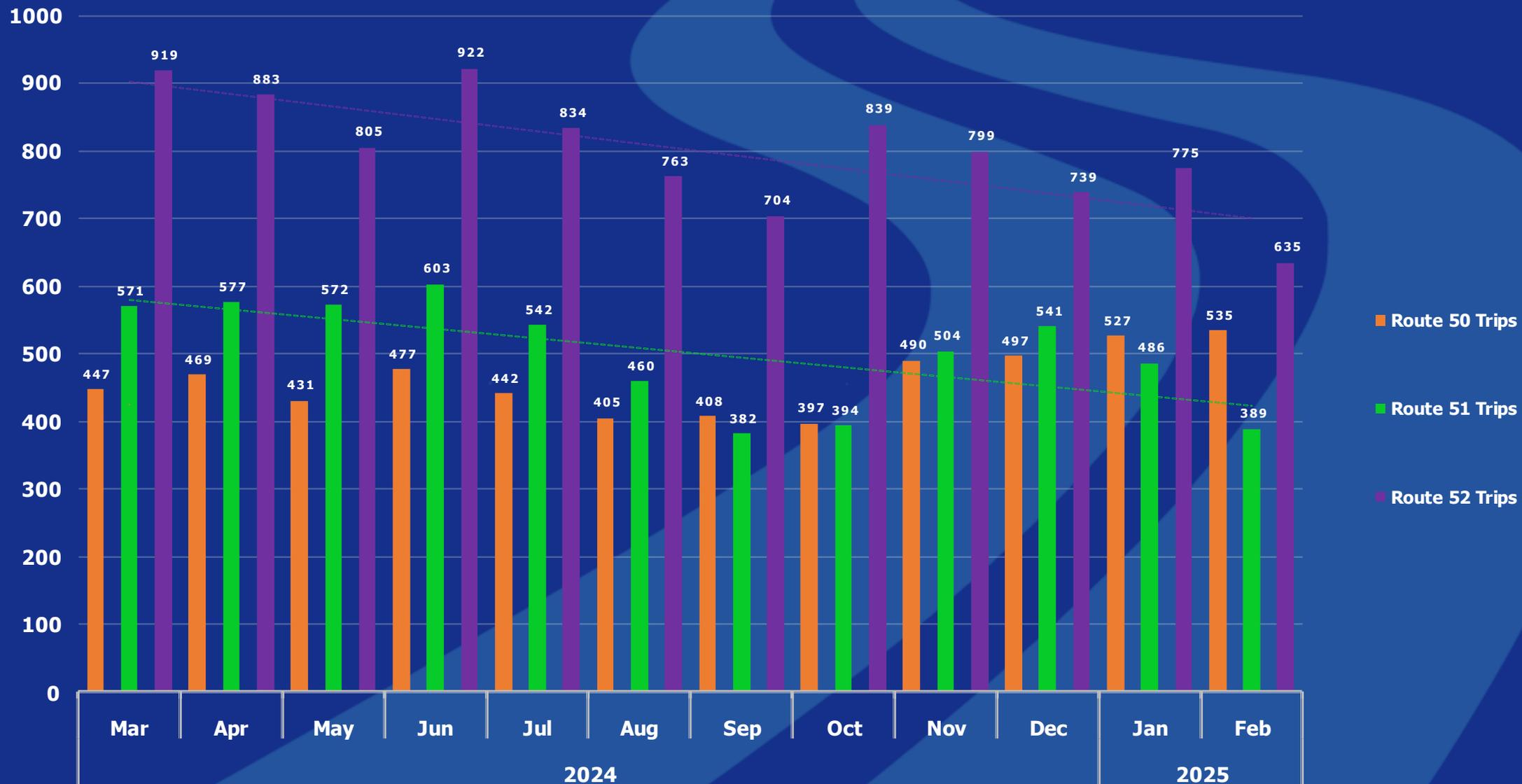


MARCH 25, 2025

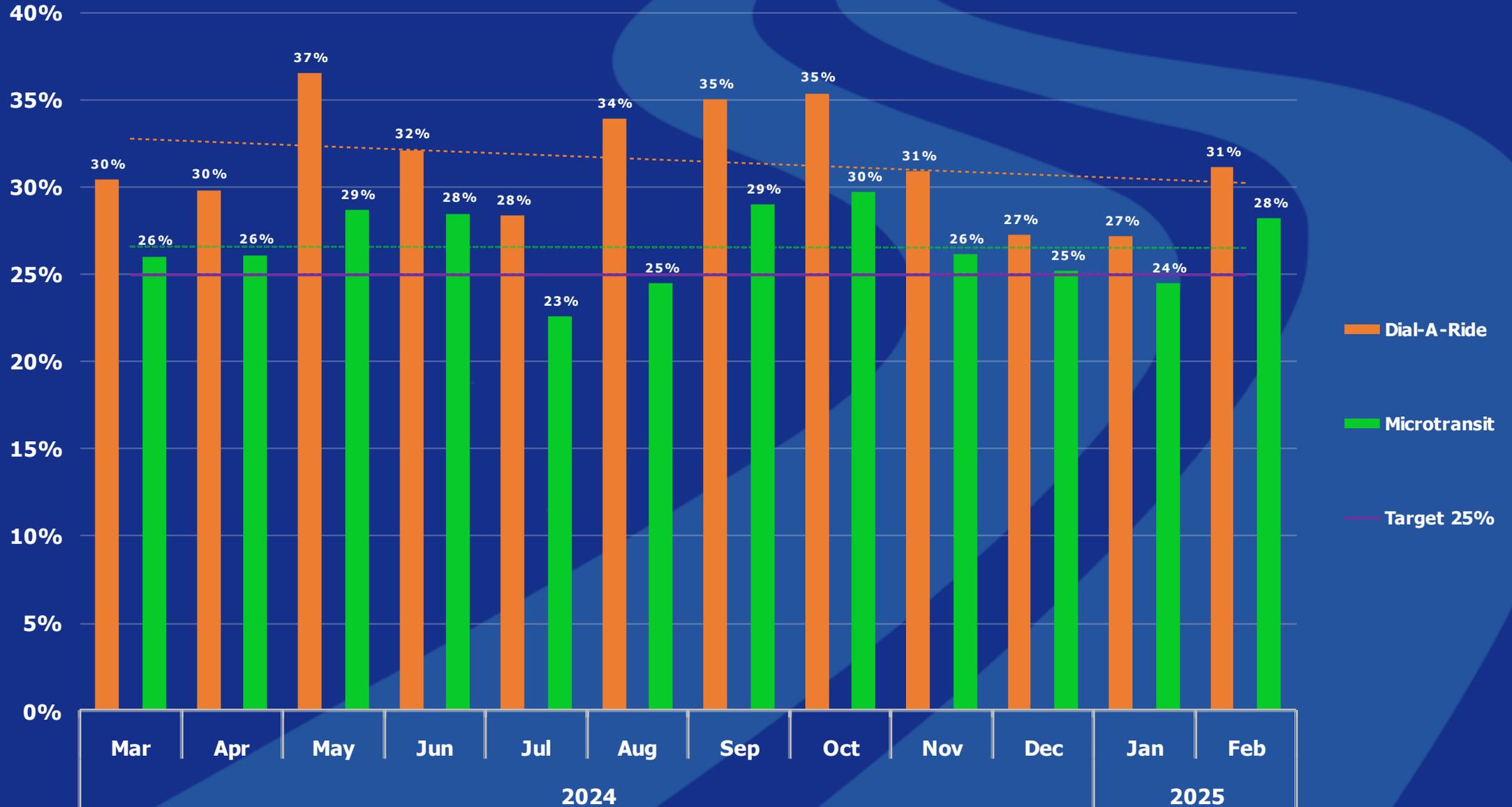
PASSENGER RIDERSHIP DATA



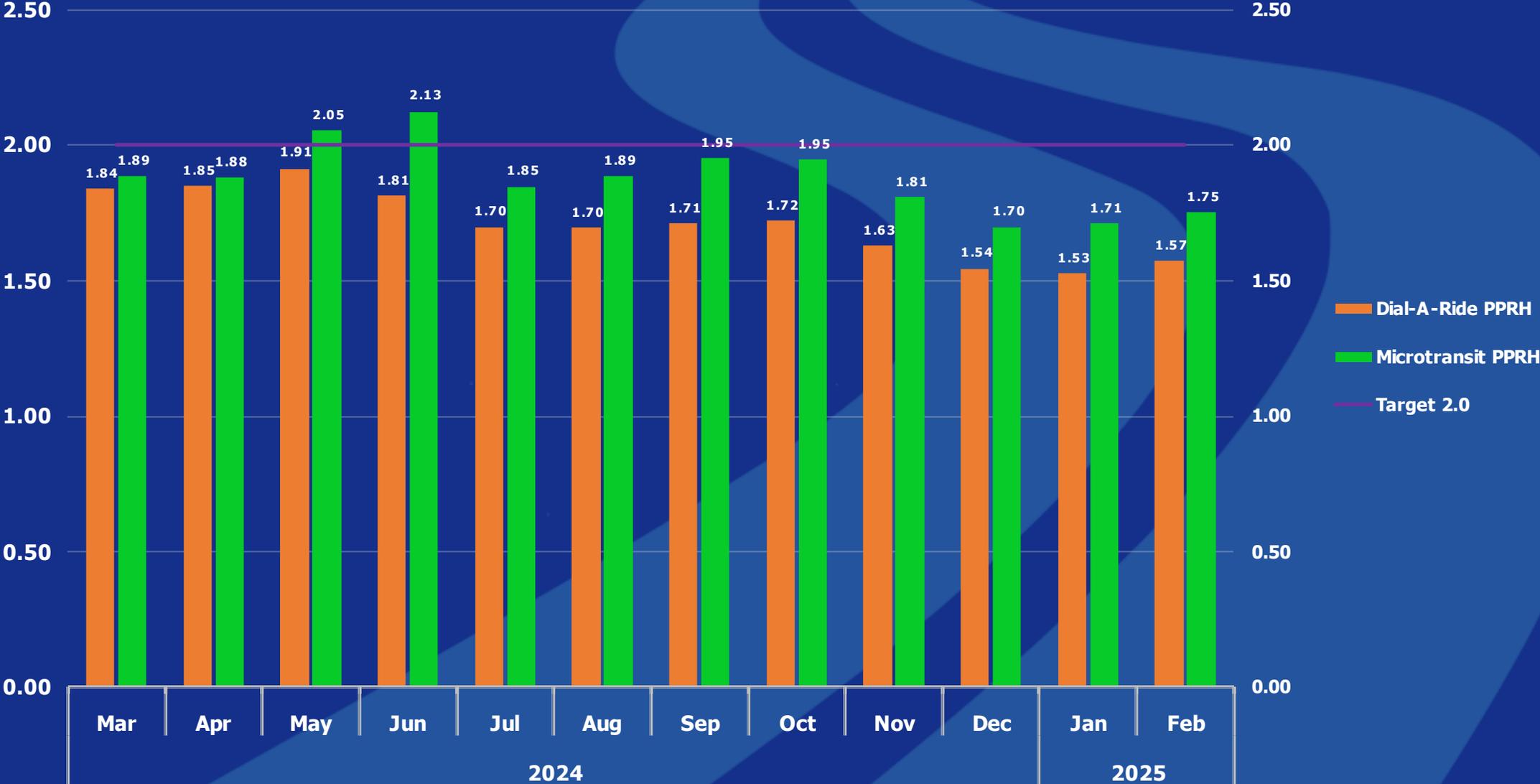
PASSENGER RIDERSHIP MT ROUTES 50, 51, 52



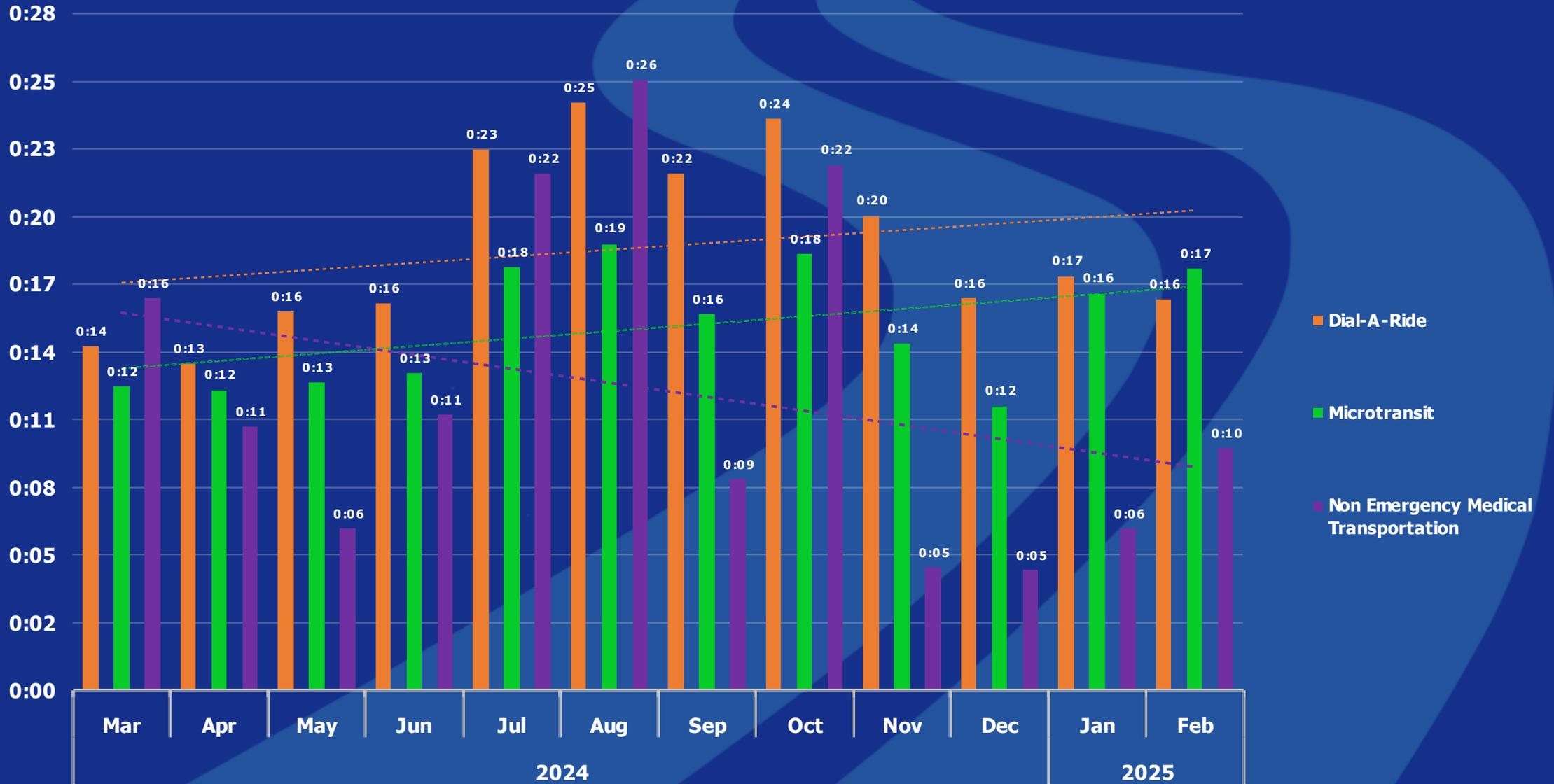
AVERAGE SHARED RIDE PERCENTAGE



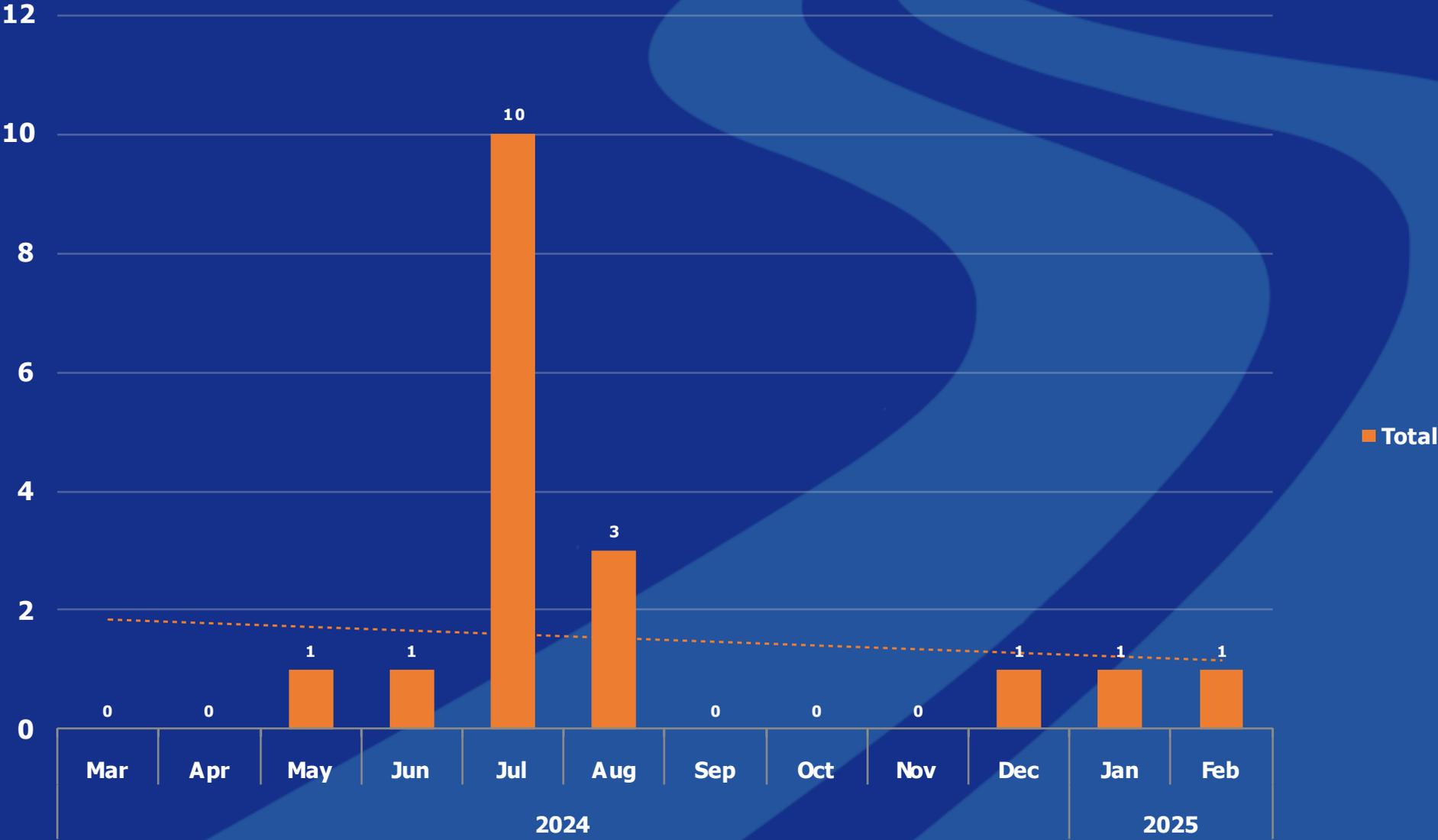
PASSENGERS PER REVENUE HOUR



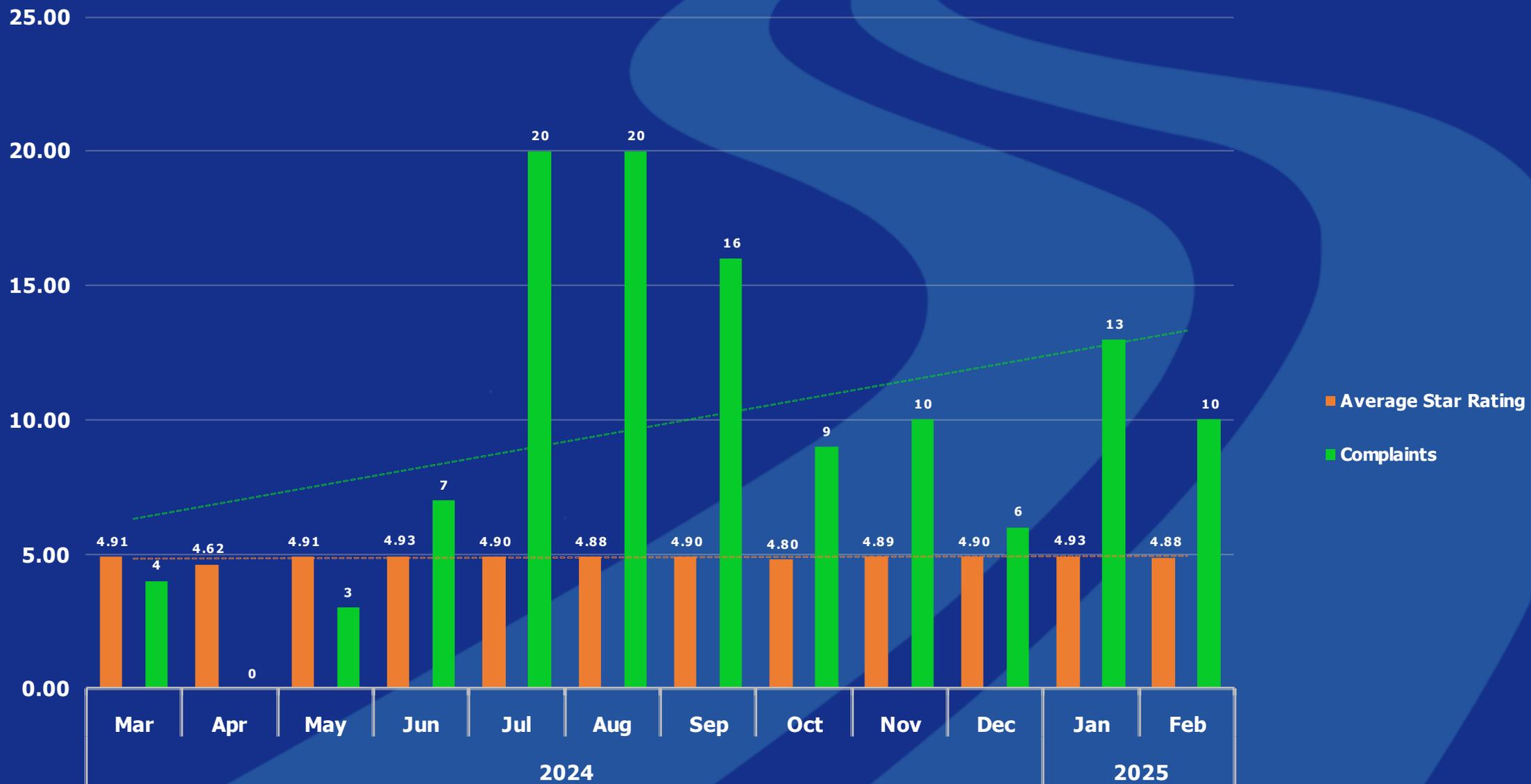
PASSENGER WAIT TIME



ACCIDENTS



PASSENGER FEEDBACK



ACCIDENTS AND COMPLAINTS SUMMARY

Accidents



- 1 – Preventable
Collision With Object
No Injuries

Complaints



- 3 – Driver Courtesy
- 5 – Late
- 1 – Reservation Error
- 1 – No Show Appeal



Thank you!



MARCH 25, 2025

LEGISLATIVE UPDATE

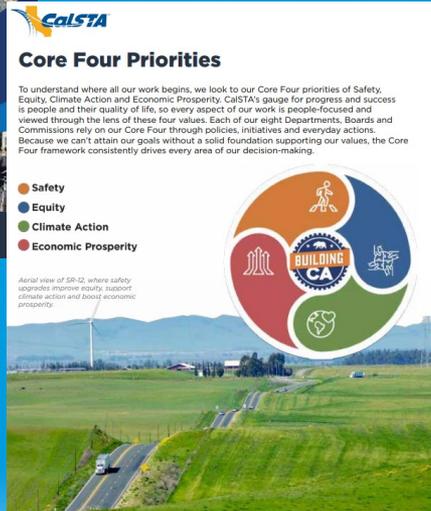
Presentation to the Board of Directors
March 25, 2025



STATE



CalSTA 2024 ACCOMPLISHMENTS



This report highlights the significant progress across various sectors of the state's transportation systems.

1. Advancements in public transit modernization and expansion.
2. Progress in high-speed rail development.
3. Enhanced traffic safety measures.
4. Environmental stewardship through the advanced mitigation programs.
5. Implementation of the Climate Action Plan for Transportation Infrastructure (CAPTI).

LCFS CREDITS



On February 18, 2025, the California Office of Administrative Law (OAL) disapproved proposed amendments to the state's Low Carbon Fuel Standard (LCFS) regulation, citing technical issues related to clarity and procedural aspects.

This decision means the intended updates to the LCFS, which aim to reduce the carbon intensity of transportation fuels, are temporarily on hold.

The California Air Resources Board (CARB) plans to address OAL's concerns and resubmit the amendments within 120 days, during which the existing LCFS regulations remain in effect.



Galvin Newsom, Governor
Yana Garcia, CalEPA Secretary
Liane M. Randolph, Chair

Information Regarding Low Carbon Fuel Standard Regulation Updates Updated February 26, 2025

The California Air Resources Board (CARB) is issuing this notice to inform market participants and the public of the Office of Administrative Law's (OAL) decision to disapprove amendments to the Low Carbon Fuel Standard (LCFS) Regulation.¹ CARB approved these LCFS amendments for adoption at a November 8, 2024, hearing.

On February 18, 2025, OAL sent CARB a Notice of Disapproval of a Regulatory Action of those amendments pursuant to Government Code section 11349.3. On February 25, 2025, CARB received a Decision of Disapproval of Regulatory Action from OAL (Decision) detailing its reasons for the disapproval. As shown in the notice of disapproval and the Decision, OAL has identified inconsistencies of specific regulatory amendment provisions with the clarity standard in Government Code section 11349(c). OAL's February 25, 2025, Decision provides more information on the reasons for OAL disapproval and the specific LCFS regulatory provisions for which OAL has identified clarity issues. As identified in the Decision, OAL identified 26 proposed regulatory provisions where additional modifications may be necessary to ensure the regulatory provisions can be "easily understood by those persons directly affected by them." Under a discussion header of "Incorrect Procedure" the OAL Decision also calls for non-substantive revisions to references in the regulation and non-substantive revisions to documents incorporated by reference.

LEGISLATIVE SUMMARY



ASSEMBLY BILLS

AB 314 - California Environmental Quality Act: major transit stop.

AB 394 - Crimes: public transportation providers.

AB 854 - Environmental quality: greenhouse gas emissions: permit streamlining.

AB 861 - Community colleges: students: public transportation: LA Community College District.

AB 891 - Transportation: Quick-Build Project Pilot Program.

AB 902 - Transportation planning and programming: barriers to wildlife movement.

SENATE BILLS

SB 71 - California Environmental Quality Act: exemptions: transit projects.

SB 79 - Planning and zoning: housing development: transit-oriented development.

SB 220 - Los Angeles County Metropolitan Transportation Authority.

SB 752 - Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

SB 445 - Sustainable Transportation Project Permits and Cooperative Agreements.

SB 801 - Greenhouse gases: reduction.

PROPOSED BILLS



AB 1070

1. A transit district shall not provide compensation to a member of the governing board of the district unless the member demonstrates, through evidence or attestation recorded by the clerk of the board, personal use of the transit system for at least one hour or four trips during the month for which the member seeks compensation.
2. Transit boards must add 2 non-voting members, 1 representing riders, and 1 representing employees

AB 1237

1. LACMTA may impose a charge of up to \$5 on the purchaser of a ticket from a ticket vendor to a sporting event in the County of Los Angeles for the 2026 FIFA World Cup or the 2028 Olympic and Paralympic Games.
2. Shall allow any person to use its transit services at no charge on the day of a sporting event in the County of Los Angeles for the 2026 FIFA World Cup or the 2028 Olympic and Paralympic Games if the person presents a ticket to that sporting event at the location where the authority collects fares for transit services.

PROPOSED BILLS



AB 939

Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election.

SB 359

The Diesel Fuel Tax Law imposes taxes at a specified rate with respect to the distribution or delivery of each gallon of diesel fuel, and establishes various exemptions from those taxes, including an exemption for an exempt bus operation that consists of, among other things, a transit district, transit authority, or city owning and operating a local transit system, as provided.

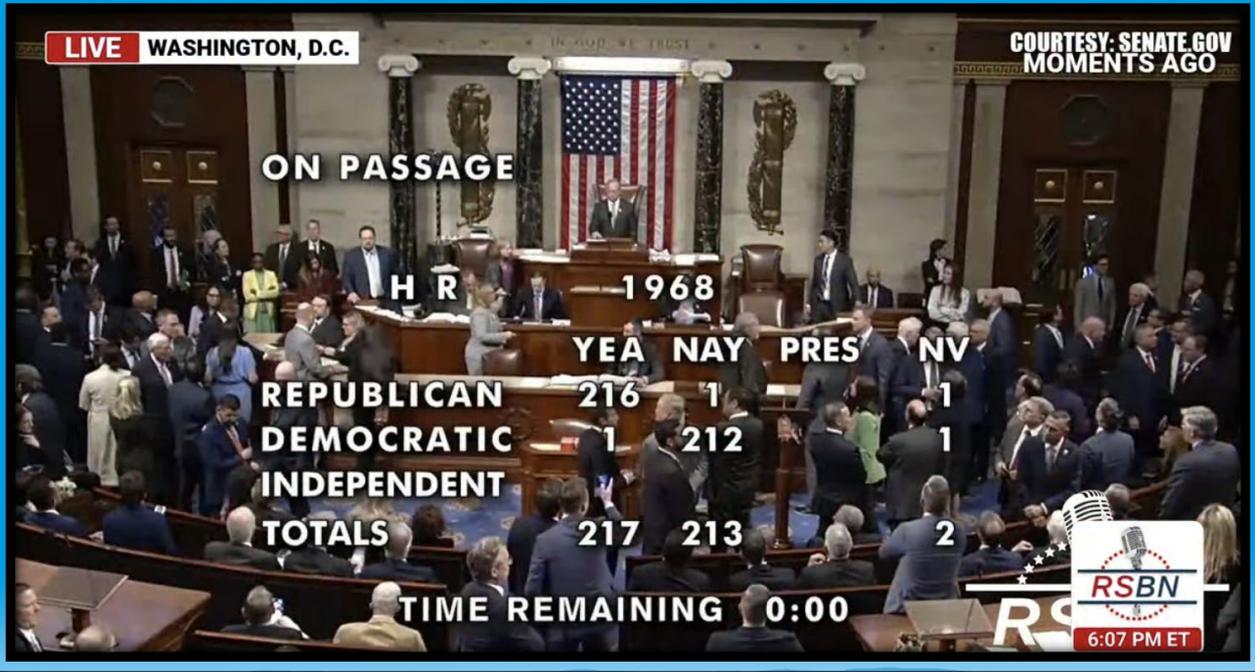
FEDERAL



CONTINUING RESOLUTION



Federal government funded through September 30.



LIVE WASHINGTON, D.C.

COURTESY: SENATE.GOV MOMENTS AGO

ON PASSAGE

H R 1968

	YE A	NA Y	PRE S	NO
REPUBLICAN	216	1		1
DEMOCRATIC	1	212		1
INDEPENDENT				
TOTALS	217	213		2

TIME REMAINING 0:00

RSBN 6:07 PM ET

The image shows a live broadcast of the U.S. Senate floor during a vote on a continuing resolution. The scene is filled with senators in formal attire, some standing and some seated. A large American flag is visible in the background. The text overlay provides real-time voting data and program information.

CONTINUING RESOLUTION



On March 15, President Trump signed into law H.R. 1968, the "*Full-Year Continuing Appropriations and Extension Act of 2025*".

The full-year Continuing Resolution (CR) funds government programs through September 30, 2025, at the same levels as Fiscal Year (FY) 2024.

This provides \$20.9 billion for public transit and \$16.2 billion for passenger rail.

Total public transit investment increases less than one percent and total passenger rail funding decreases less than one percent.

The bill eliminates all funding designated for earmarks in the FY 2024 THUD Appropriations Act.

USDOT COMPETITIVE GRANTS



On March 11, the United States Department of Transportation issued grant guidance to all modal agencies to conduct a review of all competitive grant programs and awards, including a project-by-project review in certain circumstances.

The guidance applies to competitive award selections made after January 20, 2021 (FY 2022 - FY 2025) without grant agreements or partially obligated grant agreements. It does not apply to projects with executed grant agreements that are fully obligated.

The focus of this review is to identify project scope and activities that are allocating funding to advance climate, equity, and other priorities counter to the Trump Administration's Executive Orders.

DOT POLICY RESCISSIONS



On March 10, U.S. Transportation Secretary Duffy announced the rescission of two memos issued under previous administration relating to Social Justice and Environmental Agenda into decisions for critical infrastructure projects.

The following items have been rescinded in their entirety and have no effect.

1. The December 16, 2021 memorandum titled, “Policy on Using Bipartisan Infrastructure Law Resources to Build a Better America”; and
2. The February 24, 2023 memorandum updating the “Policy on Using Bipartisan Infrastructure Law Resources to Build a Better America”.

Outside groups and key stakeholders have praised this decision for overturning the memo, which had imposed significant financial and time burdens.

DEPUTY SECRETARY



Senate confirms Steven Bradbury as next U.S. Deputy Secretary of Transportation.

Bradbury will serve as the second in command of a department that oversees nearly 57,000 employees and billions in funding.

He will be responsible for overseeing the department's day to day operations, including safety regulation, finance regulation and legislative actions, as well as serving as a key advisor to the Secretary.



REGIONAL



MTA FY26 FUNDING MARKS

METRO FAP		FY26	FY25
AVTA LA UZA MTA FAP >>		1.6615%	1.6799%
Prop A	0.51%	\$ 7,117,587	\$ 7,081,309
Prop A DAR	47.11%	\$ 1,155,120	\$ 785,233
Prop C 5% Security	-12.57%	\$ 181,227	\$ 207,282
Measure R Clean Fuel	2.45%	\$ 208,744	\$ -
Measure R Ops	-17.82%	\$ 3,218,148	\$ 3,916,140
Measure M	-18.40%	\$ 3,183,347	\$ 3,900,972
SB1 - STA	-2.89%	\$ 1,384,587	\$ 1,425,734
SB1 - SGR	45.45%	\$ 520,428	\$ 357,817
Prop C 40%	2.13%	\$ 2,004,418	\$ 1,962,528
MOSIP	1.82%	\$ 1,448,545	\$ 1,422,622
Foothill Mitigation	3.94%	\$ 50,474	\$ 48,560
Transit Service Expansion	2.86%	\$ 448,478	\$ 436,008
BSIP Overcrowding	2.86%	\$ 56,921	\$ 55,338
		\$ 18,973,606	\$ 19,637,015

CAPITAL

= \$2,113,759
 = **\$330,208**
 = **+18.51%**

OPERATING

= \$16,859,847
 = **(\$993,617)**
 = **- 5.57%**

OVERALL

= **(\$663,409)**

Questions?



SRP 9

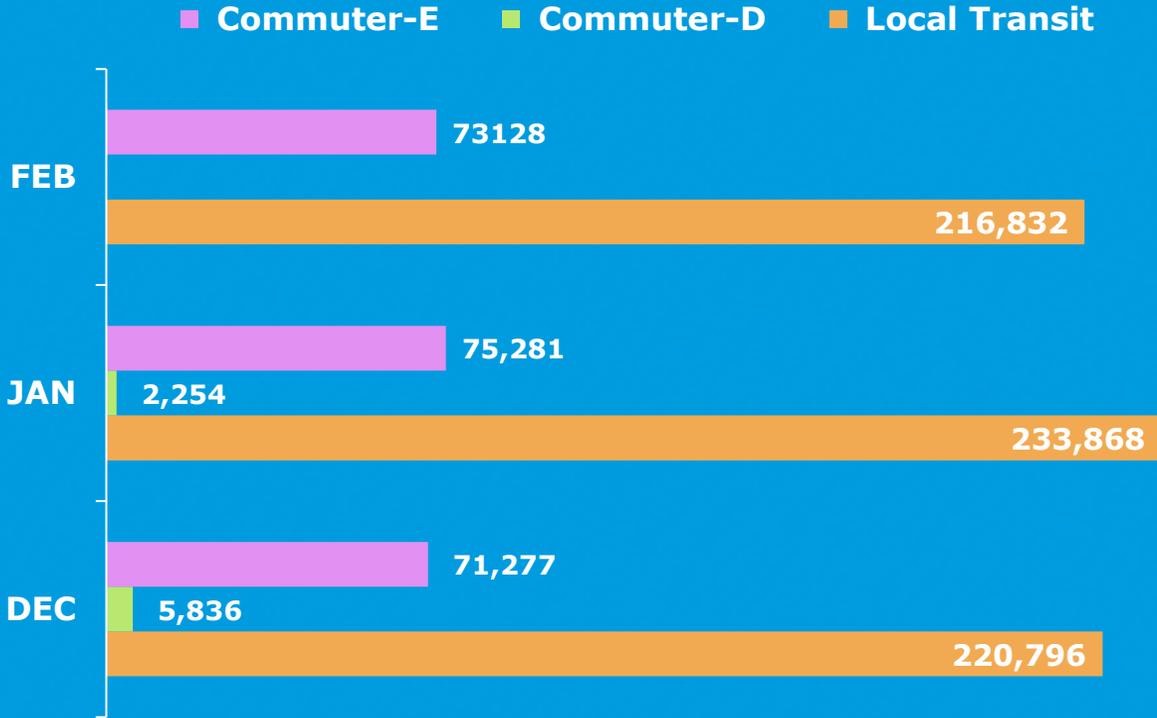
FY 25 Monthly Fleet Maintenance Key Performance Indicators

Presentation to the Board of Directors

March 25th, 2025



MILESTONES



MAINTENANCE COST PER MILE BY FLEET

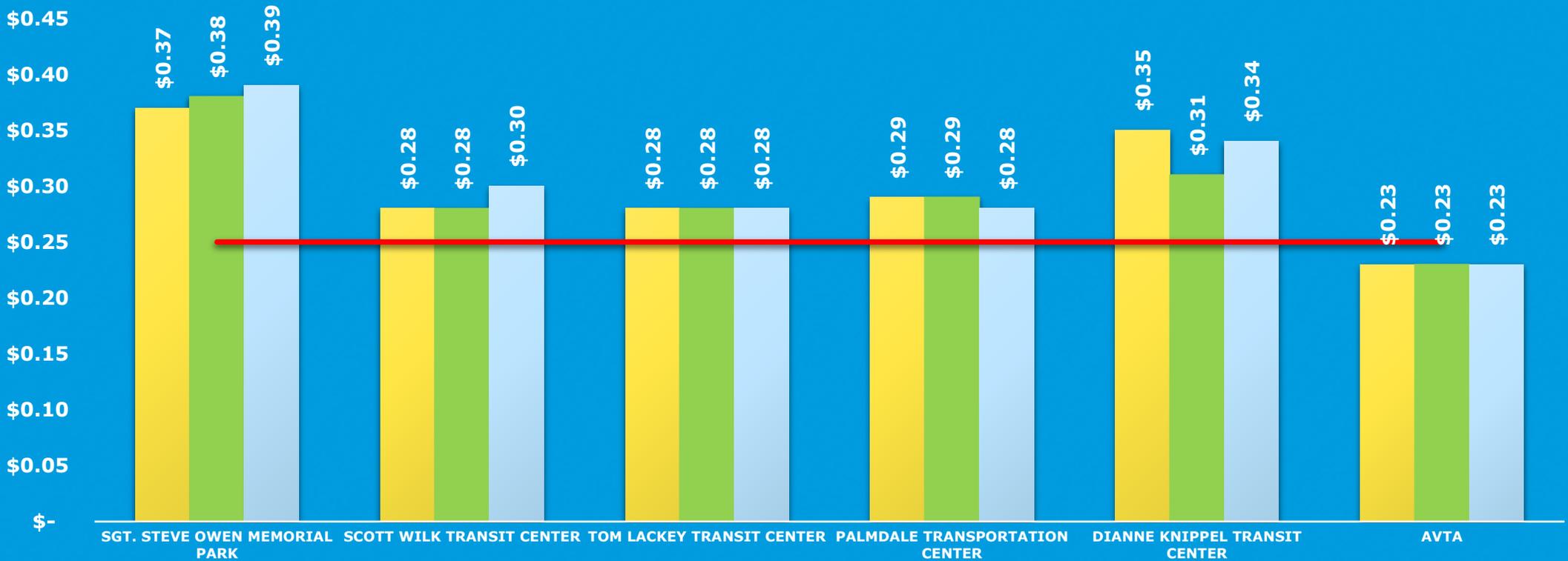
■ 40'BYD ■ 60'BYD ■ 45'MCI-D ■ 45' MCI-E



ENERGY DEPOTS

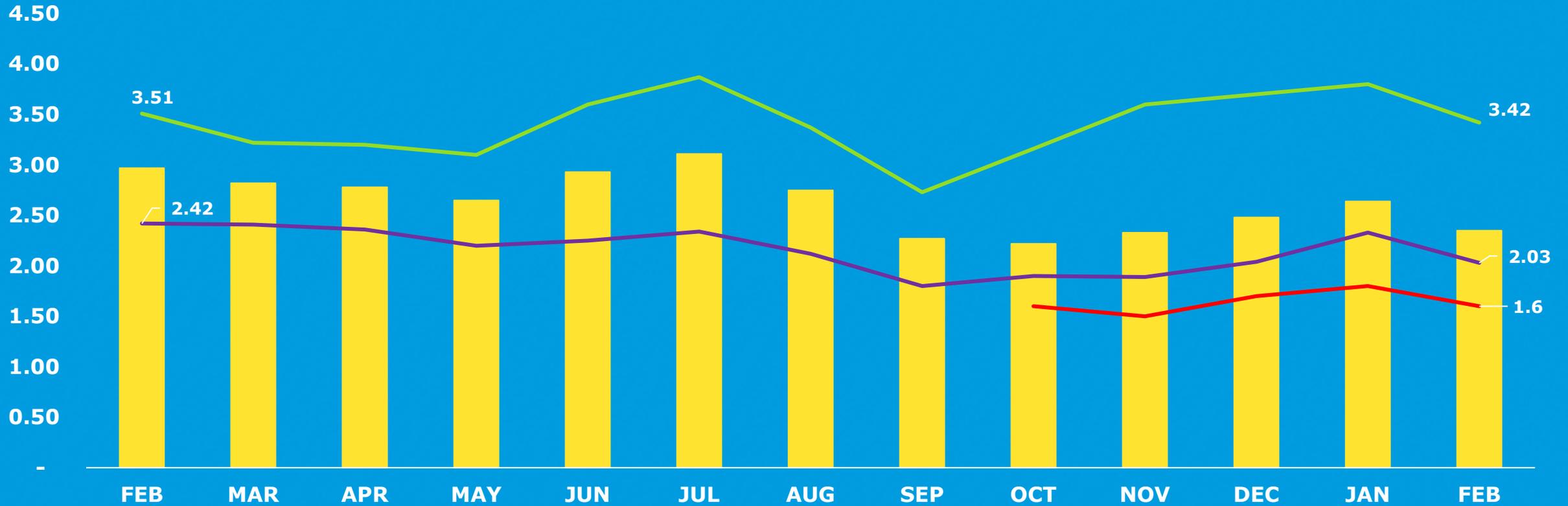
COST PER KWH

DEC JAN FEB AVG kWh



kWh EFFICIENCY PER MILE

FLEET AVG 40'BYD 60'BYD 45'MCI



FLEET COSTS PER MILE FEBRUARY

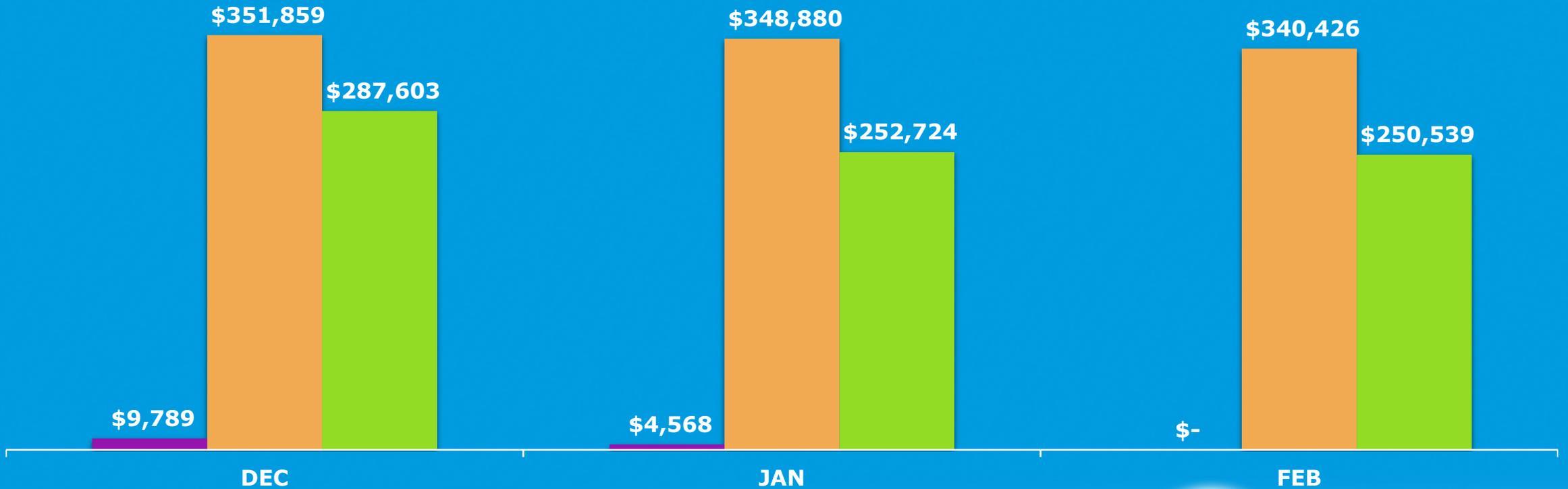
■ ENERGY/FUEL ■ MAINTENANCE COMBINED ■ CREDITS APPLIED

LCFS EARNINGS
Q3 2024: \$.31



FLEET OPERATING COSTS ENERGY/FUEL AND MAINTENANCE

■ DIESEL ■ COMBINED COSTS ■ CREDITS APPLIED



Thank you!





FY 2025 Monthly Operations Key Performance Indicators

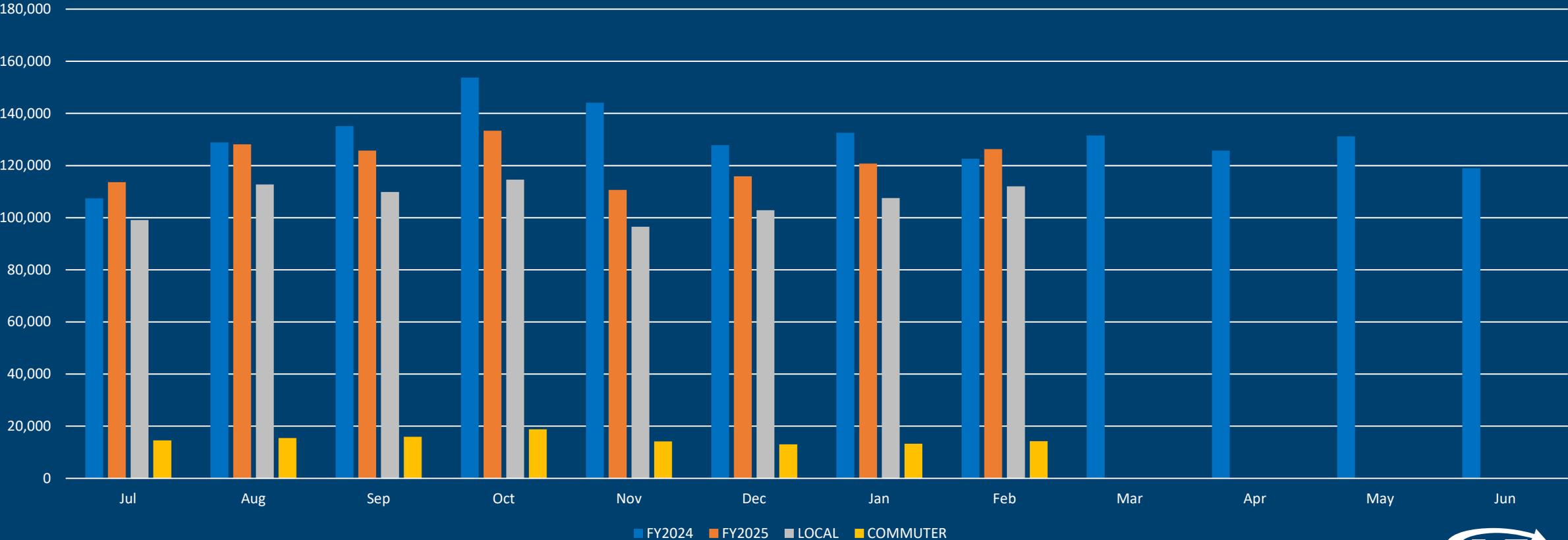
Presentation to the Board of Directors
March 25, 2025

February 2025

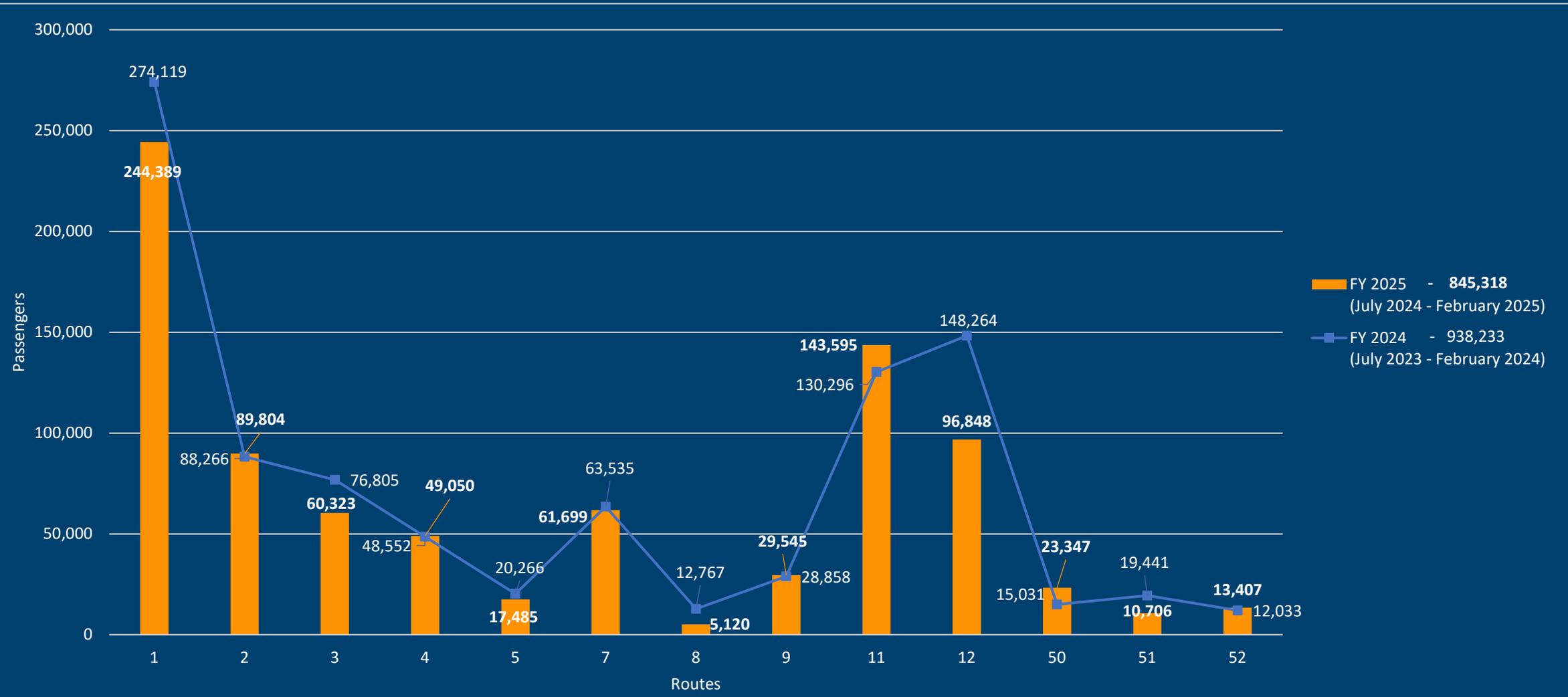
Genie Maxie

MONTHLY BOARDING ACTIVITY

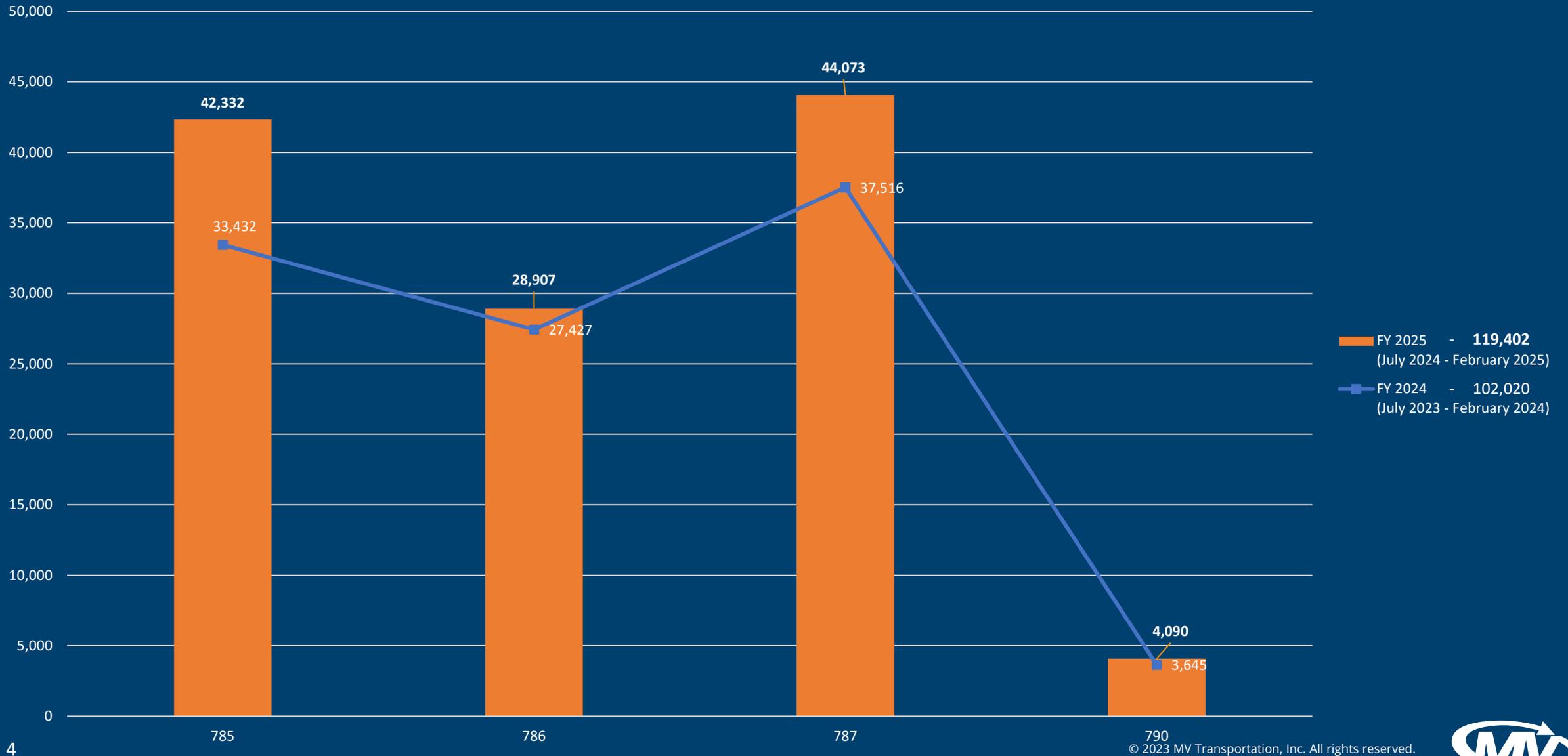
	February 2025 FY 2025	January 2025 FY 2025
System	126,294	120,785
Local	112,030	107,540
Commuter	14,264	13,245



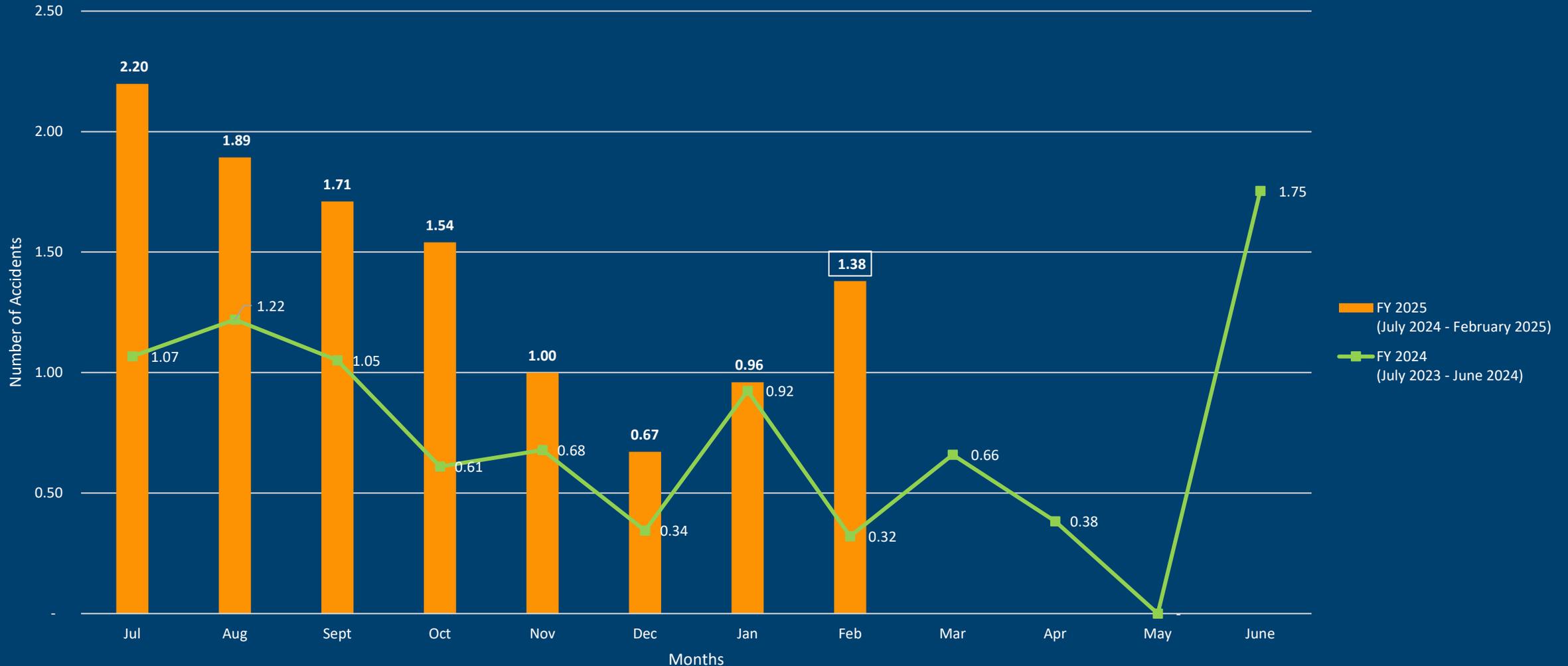
ANNUAL RIDERSHIP – LOCAL ROUTES



ANNUAL RIDERSHIP - COMMUTER ROUTES



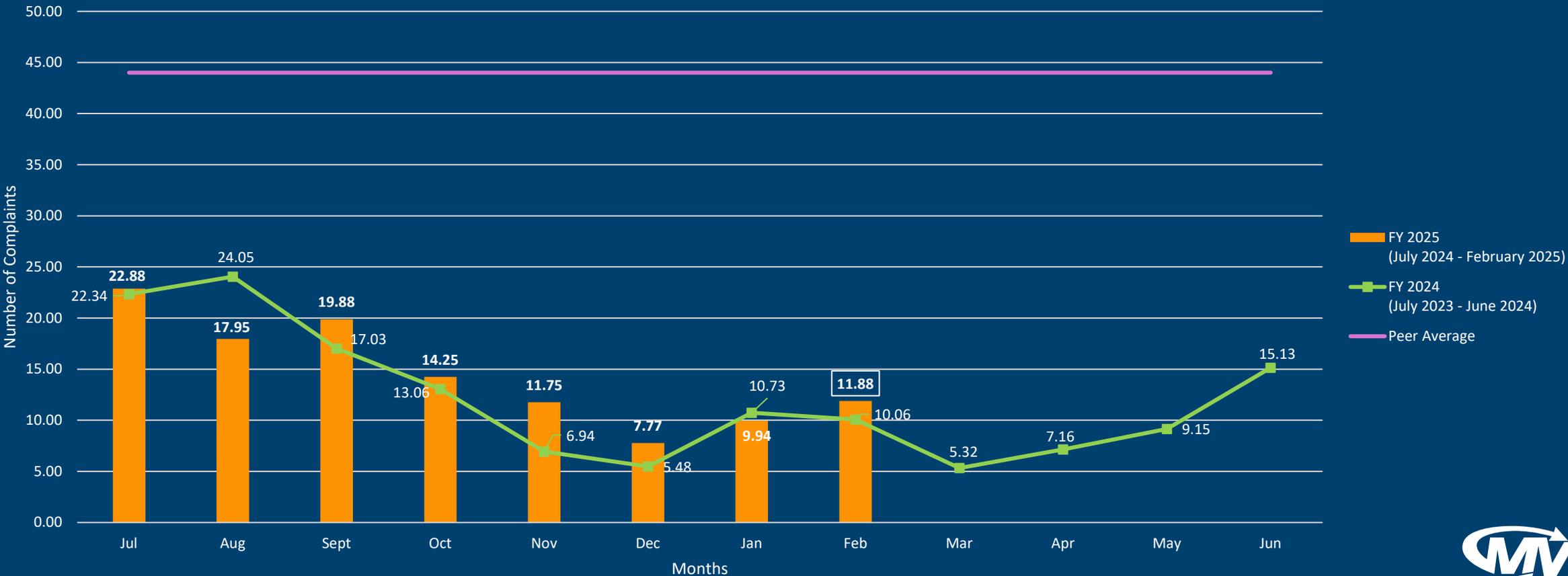
PREVENTABLE ACCIDENTS /100,000 MILES FEBRUARY – SYSTEMWIDE AVERAGE: 1.38



COMPLAINTS / 100,000 BOARDINGS

FEBRUARY - SYSTEM WIDE AVERAGE: 11.88

PEER AVERAGE: 44.00



Accidents and Complaints Summary

ACCIDENTS: (4 preventable)

- Bus rear passenger side bumper made contact with charger at yard.
- Bus passenger side mirror came in contact with bus stop sign.
- Passenger side of the bus hit a tree branch while moving over for emergency vehicle.
- Bus came into contact with bus stop sign

*There were no injuries related to the above accidents

COMPLAINTS: (15 valid)

- Passenger Passed Up at Stop - 5
- Discourteous Operator – 5
- Bus Running Late – 2
- Passenger Disturbance 2
- No AC/Heat – 1

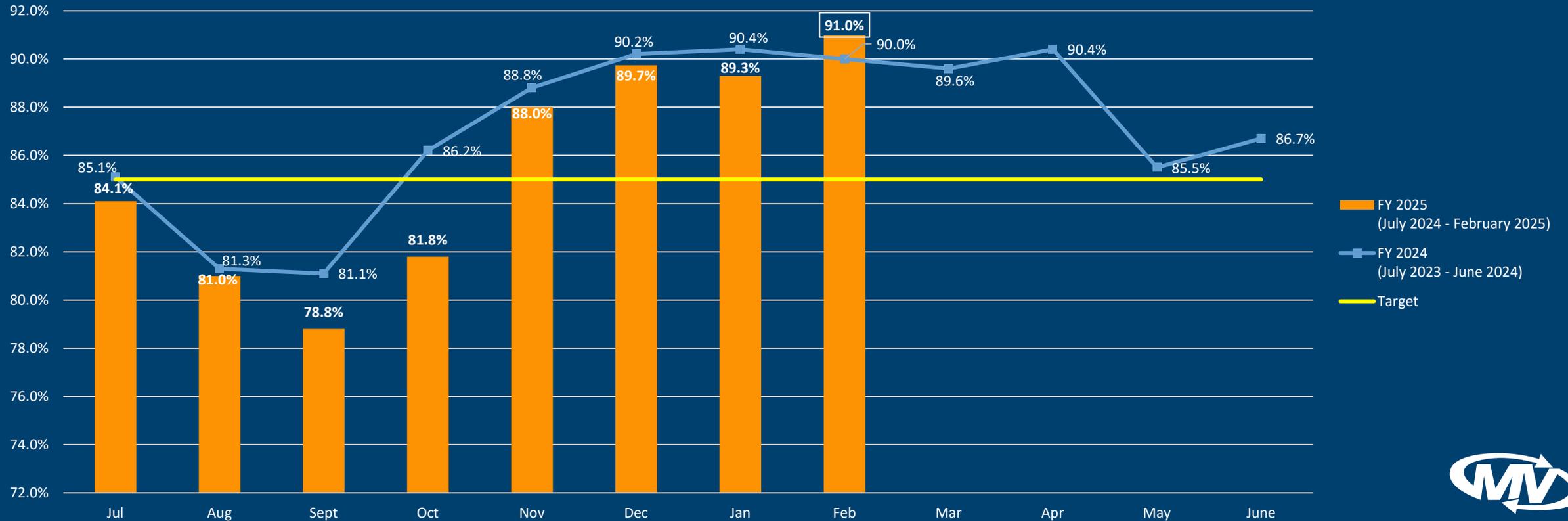
ON-TIME PERFORMANCE

FEBRUARY - SYSTEMWIDE AVERAGE – 91.0%

LOCAL – 85.8%

COMMUTER – 96.2%

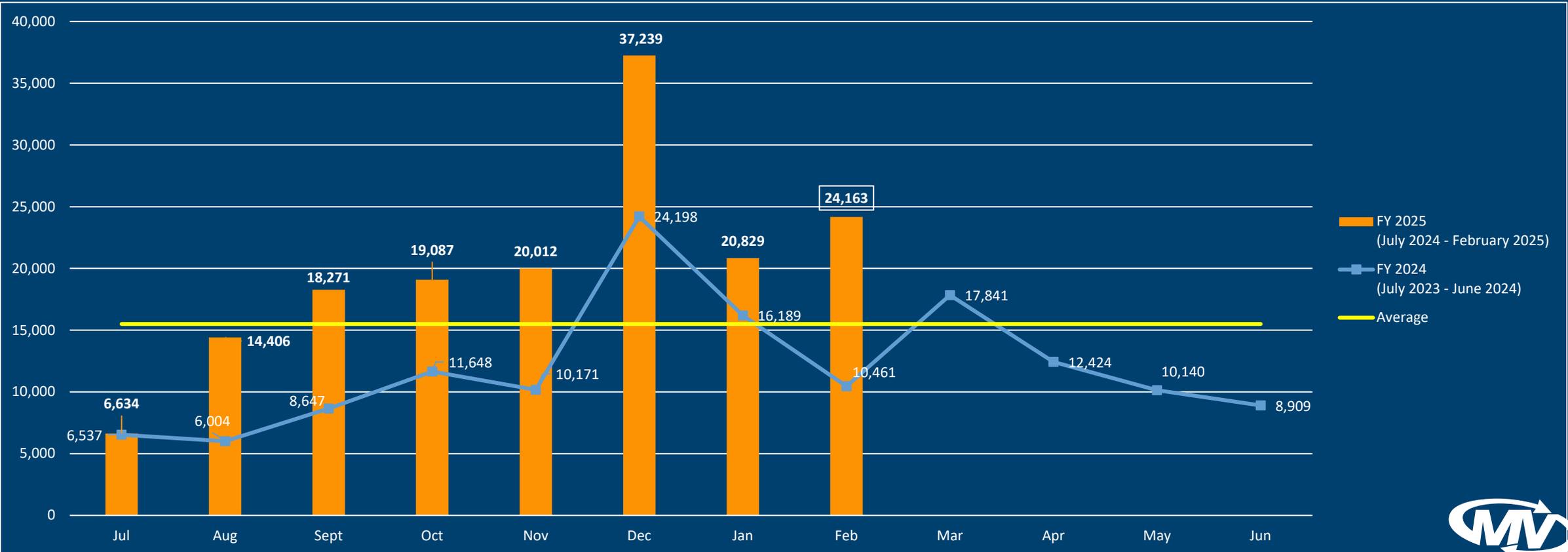
TARGET: 85%



AVERAGE MILES BETWEEN ROADCALLS

FEBRUARY - SYSTEM WIDE AVERAGE: 24,163

TARGET: 15,500



KEY PERFORMANCE INDICATORS

	AVTA Targets	February 2025 FY 2025	January 2025 FY 2025	February 2024 FY 2024
Boarding Activity		126,294	120,785	122,894
Complaints / 100,000 Boardings	≤ 44	11.88	9.94	9.76
Preventable Accidents / 100,000 Miles	≤ 1	1.38	0.96	0.32
On Time Performance	≥ 85%	91.0%	89.3 %	89.6%
Average Miles Between Roadcalls	≥ 15,500	24,163	20,829	10,461





WE ARE MVMNT

**THANK
YOU**

Questions?



Regular Meeting of the Board of Directors

Tuesday, February 25, 2025

10:00 a.m.

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

UNOFFICIAL MINUTES

CALL TO ORDER:

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

PLEDGE OF ALLEGIANCE:

Director Ohlsen led the Pledge of Allegiance.

ROLL CALL:

Present

Chairman Marvin Crist, Vice Chair Dianne Knippel, Director Eric Ohlsen, Director Raj Malhi, Director Michelle Royal, Alternate Director Kathryn Mac Laren

APPROVAL OF AGENDA:

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

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

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

Nays: None

Abstain: None

Absent: None

PUBLIC BUSINESS– AGENDIZED AND NON-AGENDIZED ITEMS:

Fran Sereseres spoke about Metro's On the Move Riders Program.

Thomas Aguinaga thanked Customer Service Representative Mindy Mesec for helping him get home. He also raised concerns about fare evasion and the Dial-A-Ride (DAR) service taking him to the wrong location. Chairman Crist directed Executive Director/CEO Martin Tompkins to instruct staff to take extra time when assisting Mr. Aguinaga with his transportation services.

Charlotte Baxter voiced concerns about the operators fastening the yellow safety belts in the DAR vans incorrectly and needing them to stop closer to the curb to allow for easier ramp deployment. She suggested adding a safety strap for passengers to hold on to. Chairman Crist directed Mr. Tompkins to send a memo to all operators regarding the importance of securing the passengers' safety belts.

Dwight Schneider spoke positively about the recent improvements to the DAR services and app. He suggested upgrading the DAR app to include a feature that notifies passengers when their trip will not arrive within the scheduled window and adding a button that allows drivers to contact passengers directly. Mr. Schneider inquired if the On-Request Microtransit Service could go directly to the Metrolink stations.

Tim McLaughlin thanked the DAR operators and staff for providing him with excellent customer service. He believes the EV vans take too long to charge, and the middle seat should be removed.

Milcah White spoke about discourteous DAR operators, issues with the app, and adjusting the Metrolink schedule on holidays.

Walter Woodward spoke about passengers having difficulty passing wheelchairs when they obstruct the aisle, the seat belts in the rear of the vans, and delayed arrival procedures (bumping).

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

SRP 1 LEGISLATIVE REPORT FROM SENATOR SUZETTE VALLADARES' OFFICE

Jack Danielson, State Senator Valladares' field representative, reported that Senator Valladares was appointed to the Transportation Committee.

SRP 2 LEGISLATIVE REPORT FROM ASSEMBLYMEMBER TOM LACKEY'S OFFICE

The representative was unable to attend.

SRP 3 PRESENTATION TO AVTA EMPLOYEE OF THE MONTH FOR JANUARY 2025

Safety and Facilities Manager Sean Elmore presented Marcus Dorris, Facilities Maintenance Technician I, with the Employee of the Month award.

SRP 4 PRESENTATION TO MV TRANSPORTATION EMPLOYEE AND OPERATOR OF THE MONTH FOR JANUARY 2025

MV Transportation General Manager Thomas Conlon presented Erma Joyce with the Operator of the Month award and recognized Sandra Ortiz as the Employee of the Month, who was unable to attend the meeting.

SRP 5 PRESENTATION TO AV TRANSPORTATION SERVICES (AVTS) EMPLOYEE OF THE MONTH FOR JANUARY 2025

AV Transportation Services President Art Minasyan presented Brian Petterson with the Employee of the Month award.

SRP 6 AVTS MICROTRANSIT AND DIAL-A-RIDE KEY PERFORMANCE INDICATORS (KPI) REPORT FOR JANUARY 2025

Mr. Minasyan presented the report. He acknowledged the concerns mentioned by the speakers. He will be working with VIA on improving the DAR app. Chairman Crist stated that changes need to be made to the delayed arrival procedures (bumping). Mr. Minasyan suggested that passengers book the ride according to their drop-off time instead of their pickup time. He will direct the dispatchers to educate the passengers.

SRP 7 LEGISLATIVE REPORT FOR FEBRUARY 2025

Chief Financial Officer Judy Vaccaro-Fry reported on the Senate Budget and Fiscal Review Committee informational hearing held on February 6, 2025, various state legislation bills, new appointments to the California Air Resources Board and California Transportation Commission, FFY 2024/2025 continuing resolution, the nomination of Marcus Molinaro as the next administrator of the Federal Transit Administration, and the swearing in of Sean P. Duffy as the Secretary of Transportation, whose first act was signing a memorandum to reset the Corporate Average Fuel Economy (CAFE) standards. This reset will reduce fuel standards that have increased car costs and eliminate the electric vehicle mandate. Ms. Vaccaro-Fry clarified the impact of the CAFE standards on AVTA.

SRP 8 MAINTENANCE KPI REPORT FOR JANUARY 2025

Maintenance Compliance Analyst Joseph Sanchez presented the report.

SRP 9 OPERATIONS KPI REPORT FOR JANUARY 2025

MV Transportation Assistant General Manager Genie Maxie presented the report, adding that staff is monitoring the rise in passenger pass-ups and enforcing disciplinary actions when needed. Ms. Maxie detailed the complaint regarding the unsafe driving incident.

CONSENT CALENDAR (CC):

CC 1 BOARD OF DIRECTORS MEETING MINUTES OF JANUARY 28, 2025

Approve the Board of Directors Regular Meeting Minutes of January 28, 2025.

CC 2 FINANCIAL REPORT FOR JANUARY 2025 AND FY 2025 SECOND QUARTER TREASURER AND CAPITAL RESERVE REPORT

Receive and file the Financial Report for January 2025 and the FY 2025 Second Quarter Treasurer and Capital Reserve Report.

CC 3 AMEND AUTHORITY'S CLASSIFICATION AND SALARY SCHEDULE

Approve amending the Authority's Classification and Salary Schedule to reclassify the Director of Operations and Maintenance to Director of Operations and Planning.

On a motion by Director Royal and seconded by Vice Chair Knippel, the Board of Directors approved the Consent Calendar as comprised.

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

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

Nays: None

Abstain: None

Absent: None

NEW BUSINESS (NB):

NB 1 AMENDMENT NO. 3 TO CONTRACT #2021-52 WITH MV TRANSPORTATION SERVICES, INC. FOR ONGOING FIXED-ROUTE SERVICES

Executive Director/CEO Martin Tompkins presented the report.

On a motion by Vice Chair Knippel and seconded by Director Malhi, the Board of Directors approved Amendment No. 3 to Contract #2021-52 with MV Transportation Services, Inc. for ongoing fixed-route services.

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

Yeas: Vice Chair Knippel, Directors Ohlsen, Malhi, Royal, Alternate Director Mac Laren

Nays: Chairman Crist

Abstain: None

Absent: None

NB 2 FISCAL YEAR 2024/2025 (FY 2025) MID-YEAR BUDGET REVIEW AND PROPOSED ADJUSTMENTS

Ms. Vaccaro-Fry presented the staff report. The Board discussed the revised revenues and expenses compared to the original budgeted revenues and expenses.

On a motion by Vice Chair Knippel and seconded by Director Malhi, the Board of Directors approved the proposed FY 2025 Mid-Year Budget adjustments.

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

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

Nays: None

Abstain: None

Absent: None

REPORTS AND ANNOUNCEMENTS (RA):

RA 1 REPORT BY THE EXECUTIVE DIRECTOR/CEO MARTIN TOMPKINS

Mr. Tompkins announced that Tisha Lane was promoted to Director of Operations and Planning, and Joseph Sanchez was promoted to Operations and Contract Compliance Manager.

MISCELLANEOUS BUSINESS – NON-AGENDA BOARD OF DIRECTORS ITEMS:

No miscellaneous business items were presented.

ADJOURNMENT:

Chairman Crist adjourned the meeting at 11:06 a.m. to the Regular Meeting of the Board of Directors on March 25, 2025, at 10:00 a.m. in the Antelope Valley Transit Authority Community Room, 42210 6th Street West, Lancaster, CA.

PASSED, APPROVED, and ADOPTED this 25th day of MARCH 2025.

Marvin Crist, Chairman of the Board

ATTEST:

DeeAnna Cason, Executive Assistant

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



DATE: March 25, 2025

TO: BOARD OF DIRECTORS

SUBJECT: Financial Report for February 2025

RECOMMENDATION

Receive and file the Financial Report for February 2025.

FISCAL IMPACT

	February 2025
PAYROLL	\$ 374,981.38
CASH DISBURSEMENTS	\$3,197,297.03

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



DATE: March 25, 2025
TO: BOARD OF DIRECTORS
SUBJECT: Destruction of AVTA Records

RECOMMENDATION:

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 (Attachment A).

FISCAL IMPACT:

Costs associated with a secure destruction of documents are included in an annual monthly destruction contract.

BACKGROUND:

AVTA’s Records Management Department has responsibility for the ongoing process of coordinating the identification of records within the various departments to determine which records have met the required retention for destruction.

After Board approval is obtained, the records department will supervise the destruction of the records on the attached list. The Certification of destruction and a final list of documents that were destroyed will be maintained in a permanent file.

Prepared by:

Submitted by:

Paulina Hurley
Records Technician II

Martin J. Tompkins
Executive Director/CEO

Attachment: A – Q2 Records Destruction List

CC 3 - ATTACHMENT A

File Number	File Name (Line #1)	Descripr (Line #2)	Date (Line #3)	Retention Year	Triggering Event	Quarter	Responsible Party	Approval Signature
0660-05	CLARKE LASHIKA		02/27/2015 (CLOSED 06/16/2015)	2025	FR+10Y	Q2	Martin Tompkins	
0660-05	HALL CALDWELL BLANCHARD FREEMAN JPHNSON		01/07/2015 (CLOSED 05/26/2015)	2025	FR+10Y	Q2	Martin Tompkins	
0660-05	MAY JODY LEE		09/11/2014 (CLOSED 04/27/2015)	2025	FR+10Y	Q2	Martin Tompkins	
0660-05	THOMAS / MONK		05/16/2013 (CLOSED 05/29/2015)	2025	FR+10Y	Q2	Martin Tompkins	
0660-30	GANDY, VICTOR		04/04/2012 (CLOSED 04/27/2015)	2025	FR+10Y	Q2	Martin Tompkins	
0660-30	WILLIAMS BRETT		09/25/2014 (CLOSED 06/26/2015)	2025	FR+10Y	Q2	Martin Tompkins	
0670-10	APPLICATIONS - INSURANCE		FROM 07/01/2018 THRU 06/30/2019	2025	S+6Y	Q2	Judy Fry	
0115-93	COACH OPERATOR AUDITS	MOORE & ASSOCIATES	FROM 07/18/2012 THRU 06/30/2017	2025	8Y	Q2	Joseph Sanchez	
0485-10	PURCHASE OF BUSES (32)	THRU CCCTA N. CALIF CONSORTIUM	FROM 12/26/2012 THRU 05/17/2013	2025	Grant+3Y	Q2	Cecil Foust	
0610-10	CANON SOLUTIONS AMERICA	MAINTENANCE AGREEMENT C5051	FROM 12/16/2011 THRU 06/30/2020	2025	AC+5Y	Q2	Cecil Foust	
0610-10	CANON SOLUTIONS AMERICA	MAINTENANCE AGREEMENT C700	FROM 11/14/2018 THRU 06/30/2020	2025	AC+5Y	Q2	Cecil Foust	
0610-10	CANON SOLUTIONS AMERICA	MAINTENANCE AGREEMENT C7260	FROM 03/25/2015 THRU 06/30/2020	2025	AC+5Y	Q2	Cecil Foust	
0610-10	PLANETBIDS	PROCUREMENT / CONTRACTS SOFTWARE	FROM 03/05/2015 THRU 06/30/2020	2025	AC+5Y	Q2	Cecil Foust	
0610-10	STRATEGIES FOR HUMAN RESOURCES	COBRA ADMINISTRATOR	FROM 07/01/2015 THRU 06/30/2020	2025	AC+5Y	Q2	Cecil Foust	



DATE: March 25, 2025

TO: BOARD OF DIRECTORS

SUBJECT: Consider Antelope Valley Transit Authority Board of Directors to Approve Membership in the First Public Hydrogen Authority (FPH₂)

RECOMMENDATION:

Approve and authorize the Antelope Valley Transit Authority to enter the JPA Agreement, and thereby approve and authorize the Antelope Valley Transit Authority to become a member of (FPH₂).

FISCAL IMPACT:

There is no fiscal impact for a First Public Hydrogen Authority membership.

BACKGROUND:

The City of Lancaster, in partnership with the City of Industry, has established the First Public Hydrogen Authority (FPH₂) to facilitate the development of green hydrogen. This initiative aims to create a sustainable and economically viable hydrogen ecosystem by aggregating demand from various public and private stakeholders, thereby achieving lower hydrogen prices through bulk procurement.

FPH₂'s operational model is designed to aggregate hydrogen demand across a wide array of stakeholders including transit agencies, municipalities, and port authorities. This collective demand will enable the procurement of green hydrogen at significantly reduced prices compared to current market rates, promoting wider adoption and utilization.

Membership in FPH₂ offers a unique opportunity to participate in an innovative, collaborative initiative aimed at accelerating the transition to green hydrogen. FPH₂ invites all potential members to join this groundbreaking endeavor to collectively enhance our energy resilience and sustainability.

Prepared and submitted by:

Martin J. Tompkins
Executive Director/CEO

Attachment: A – Resolution No. 2025-001 (Resolution for FPH₂ Membership)

NB 1 – ATTACHMENT A

RESOLUTION NO. 2025-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY TRANSIT AUTHORITY CALIFORNIA, TO APPROVE MEMBERSHIP IN THE FIRST PUBLIC HYDROGEN AUTHORITY, AND

WHEREAS, the Antelope Valley Transit Authority (“Agency”) is a public transportation agency organized and operating under the laws of the State of California, with the Board of Directors of the Antelope Valley Transit Authority (“Governing Body”) serving as the governing body of the Agency;

WHEREAS, the First Public Hydrogen Authority (“Authority”) is a joint exercise of powers authority created under the Joint Exercise of Powers Act (California Government Code Section 6500, *et seq.*) by that certain agreement dated December 10, 2024, (“JPA Agreement”) attached hereto as Exhibit “A”;

WHEREAS, Section 13 of the JPA Agreement, provides that public agencies may be added as parties to the JPA Agreement, and thereby become members of the Authority, upon the following: (i) the filing with the Authority of an executed counterpart of the JPA Agreement, attached herewith as Exhibit “B”, together with a copy of the resolution of the governing body of the joining public agency approving the JPA Agreement and the execution and delivery thereof; and (ii) adoption of a resolution of the Authority’s governing body approving the addition of such public agency as a member;

WHEREAS, the Board of Directors desires for the Agency to become a party to the JPA Agreement, and a member of the Authority, and finds that doing so will further the public health, safety, and general welfare of the community;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Antelope Valley Transit Authority as follows:

SECTION 1. Based on the staff report, presentation, public comments, and other matters presented to the Board of Directors during its consideration of this matter, the Board of Directors finds and declares that the foregoing recitals are true and correct and hereby incorporated as substantive findings of this Resolution.

SECTION 2. The Board of Directors hereby approves and authorizes the Antelope Valley Transit Authority to enter the JPA Agreement and thereby approves and authorizes the Agency to become a member of the Authority. The Executive Director/CEO is authorized and directed to execute a counterpart to the JPA Agreement on behalf of the Antelope Valley Transit Authority and file the same, along with a copy of this Resolution, with the Authority pursuant to Section 13 of the JPA Agreement.

SECTION 9. The Board Secretary shall attest and certify the passage and adoption of this Resolution, and it should become effective immediately upon its approval.

PASSED APPROVED AND ADOPTED this 25th day of March 2025 by the following vote:

AYES: _____

NAYS: _____

ABSTAIN: _____ ABSENT: _____

Antelope Valley Transit Authority

Marvin Crist
Chairman

APPROVED AS TO FORM:

ATTEST:

Allison E. Burns
General Counsel

DeeAnna Cason
Executive Assistant

RESOLUTION NO. 2025-001

Page 3

March 25, 2025

I, DeeAnna Cason, Executive Assistant of the Antelope Valley Transit Authority, HEREBY CERTIFY that the foregoing resolution, Resolution No. 2025-001, was duly adopted by the Board of Directors of the Antelope Valley Transit Authority at a regular meeting thereof held on March 25, 2025.

DeeAnna Cason
Executive Assistant

EXHIBIT A

**JOINT EXERCISE OF POWERS AGREEMENT
FOR FIRST PUBLIC HYDROGEN AUTHORITY**

THIS AGREEMENT, dated as of December 10, 2024, is entered into by and between the City of Lancaster, a municipal corporation (Lancaster) and the City of Industry, a municipal corporation (Industry). Lancaster and Industry are herein referred to as the “Founding Members”:

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Founding Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, pursuant to Article XI, Section 9, of the California Constitution, a municipal corporation may establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, each of the Founding Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations, and private retail customers within their jurisdiction; and

WHEREAS, each Founding Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Founding Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Founding Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, pursuant to Section 10002 of the Public Utilities Code, any municipal corporation may acquire, construct, own, operate, or lease any public utility; and

WHEREAS, the intent of the Founding Members is to bring other qualifying public agencies into the joint exercise of power entity as members as provided herein (all such members together with the Founding Members shall herein be referred to as the “Members”); and

WHEREAS, it is the desire of the Founding Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the purchase, sale, and or resale of hydrogen and/or energy, the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or maintenance programs or facilitating Members’ use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Founding Members that the projects undertaken will result in significant public benefits to the jurisdictions of the Founding Members; and

WHEREAS, beginning January 1, 2027 the State has mandated that all vehicle purchases made by public agencies be for zero emissions vehicles; and

WHEREAS, the State has received 1.2 billion dollars in funding from the federal government and the State has formed the Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES) for the purpose of distributing those funds; and

WHEREAS, municipal utilities have unique authority to implement energy services and cities have the authority to provide public transit services; and

WHEREAS, hydrogen is seen as an integral tool to solve the climate crisis; and

WHEREAS, First Public Hydrogen Authority is committed to provide transportation services and fueling infrastructure to assist in the state's energy transition goals; and

WHEREAS, First Public Hydrogen Authority intends to provide for off-grid and beyond the meter solutions for the construction of new industrial and residential developments; and

WHEREAS, First Public Hydrogen Authority intends to develop off-grid and beyond the meter solutions for transportation services; and

WHEREAS, First Public Hydrogen Authority intends to remove load from the grid while using microgrids powered by hydrogen; and

WHEREAS, by this Agreement, each Member desires to create and establish the "First Public Hydrogen Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the purchase, sale, production, trading, retail, and/or resale, transport delivery and dispensary of hydrogen and/or energy, issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. The purpose also includes, the design, construction, operation of behind the meter, off-grid energy solutions to be powered by a number of technologies including, but not limited to, solar, battery, and hydrogen fuel cell. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 16 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members;

provided, however, that this Agreement shall not terminate or be terminated until each of the following is satisfied:

1. All Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations;
2. All obligations under all Energy Contracts to which the Authority is a party have been fully performed, assigned or terminated in accordance with their respective terms. For purposes of the foregoing sentence, "Energy Contract" means an agreement for the purchase, sale or other disposition of hydrogen energy, hydrogen, renewable energy or related products, including a power purchase agreement and/or confirmation letter thereto.
3. All obligations to Authority's then current or former employees (e.g. pension, other post-employment benefits, and/or unfunded pension liability) have been fully satisfied, performed, assigned or terminated.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "First Public Hydrogen Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any individual member and shall be debts, liabilities or obligations of the Authority, only.

B. BOARD.

The Authority shall be administered by a board of directors, comprised of the following:

1. Board Members. The Board shall be comprised of seven (7) members, each of whom shall have one (1) vote.
 - (a) The initial Board shall be appointed as follows:
 - i. Lancaster shall appoint five (5) of the initial Board members and shall designate one (1) of those Board members as a "Founding Board Member"; and
 - ii. Industry shall appoint one (1) Board member, who shall be a Founding Board Member.
 - iii. The six initial Board members appointed by Lancaster and Industry shall appoint one (1) Board member.
 - (b) With the exception of the Founding Board Members, if and as vacanc(ies) exist on the Board, the remaining members on the Board shall appoint such replacement member(s) as may be necessary to fill such vacanc(ies). Industry and Lancaster shall each continue to always appoint one (1) member to the Board should the respective Founding Board Member's seat become vacant.

(c) If a Board Member is absent without permission from the greater of (i) all Authority regular meetings for 90 days consecutively from the last regular meeting he or she attended, or (ii) two consecutive regular Board meetings, then his or her board position shall immediately become vacant and shall be filled in accordance with subsection (a) above.

(d) In the event that each of the governing bodies of the Founding Members determine by majority vote that any Board Member has engaged in malfeasance, neglect, and/or impropriety with regard to their Board Member duties, then his or her board position shall immediately become vacant and shall be filled in accordance with subsection (a) above.

2. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

1. Chair and Vice Chair. The City of Lancaster shall appoint a Director to serve as the first Chair of the Board of Directors for a six (6) year term, and the Director appointed by Industry shall serve as the Vice Chair. At the conclusion of the first Chair's and Vice Chair's term, as well as at the conclusion of subsequent terms of office, or in the event of a vacancy, the Chair and Vice Chair shall be selected by a majority vote of the Board to serve a four (4) year term.

3. Other. The Board of Directors shall appoint a Chief Executive, General Counsel, Secretary, and Treasurer/Auditor-Controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Chief Executive shall have the power to appoint such other officers and employees as he/she may deem necessary and to retain independent counsel, consultants and accountants subject to the same contract limits as the City Manager of Lancaster has until such time as the Board adopts its own purchasing policy.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the Board Members, employees or agents of the Authority and to cause any of said Board Members, employees

or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone and/or video conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone and/or video conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required. In the absence of any policies or procedures, the policies or procedures of the City of Lancaster.

F. PUBLIC OFFICIALS

The Board Members shall be considered public officials within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for the purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, and shall file annual statements of economic interest as required, along with any other officers of the Authority who is required to do so. Other persons working for or on behalf of the Authority may be required to file such statements in accordance with the Authority's conflict of interest code, which shall be adopted by the Board promptly.

G. TECHNICAL ADVISORY COMMITTEE.

The Authority shall have a Technical Advisory Committee ("TAC"), comprised of (i) the City Manager (or chief executive) of each Member, or his or her designee, and (ii) the Chief Executive Officer of the Authority. The TAC shall be vested with authority, responsibility and scope of activity as may be established by action of the Authority Board from time to time. Each member of the TAC shall have one vote.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to purchase, sell, and or resell hydrogen and/or energy; to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations, or private retail customers to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California charter city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other

public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2025.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Funding

Nothing in this Agreement shall require any Member to fund any costs associated with the administration of the Authority, any activity of the Authority, and any debts related thereto, including but not limited to, capital improvement projects, real property purchases, power purchase agreements, and maintenance costs. Any Member may elect to loan or grant funds to the Authority pursuant to such terms as such parties may mutually agree in writing.

Section 8. Bonds.

From time to time the Authority may issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. However, the Founding Members' credit ratings will not be utilized for the issuance of any Bonds without their prior written consent.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Authority shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the

Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Board Member, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Board Member or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing during the months of July, October, January, and April of each year to the Board which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts).

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 11. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures

developed under Sections 3(E) and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email).

Section 13. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however no such withdrawal notice shall be effective until and unless: (a) such withdrawal will not result in the dissolution of the Authority so long as any Bonds remain outstanding; (b) all obligations of such Member under all of the Energy Contracts between the Authority and such Member have been fully performed or assigned by such Member, and (c) the date on which all of the Energy Contracts to between the Authority and the Member have terminated or assigned in accordance with their respective terms. In the event that there are only two Members, a Member may withdraw, provided the withdrawing Member presents a substitute public agency to the Board for its approval as a Member. Said approval by the Board shall not be unreasonably withheld, conditioned, or delayed. Withdrawal of a Member shall not relieve the withdrawing Member of its share of any debts or other liabilities incurred by the Authority prior to the effective date of such withdrawal, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such withdrawal. Upon the effective date of a withdrawal, the withdrawing Member shall not be entitled to any revenue being generated by the Authority; provided, however, that it shall remain entitled a share of the revenue proportionate to that Member's contribution to (1) any existing or future long-term agreement, and (2) any conveyance of all or any portion of any asset of the Authority when, and if such conveyance, occurs.

Section 14. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

The Authority shall defend, indemnify and hold harmless each Member and each Member's elected officials, officers, employees, agents and representatives, harmless from all claims, disputes, litigation, judgments and attorney fees arising out of the acts and/or omissions of the Authority.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered without (1) a 30-day notice being given to each Member, and (2) written approval by each Member.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from each of the Founding Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Founding Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Insurance.

The Authority shall at all times maintain insurance policies (or pooled insurance coverage through a joint powers authority) naming the Members as additional insureds in compliance with the

following:

A. The insurance shall be in amounts no less than the following:

Commercial General Liability

Each Occurrence	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$5,000,000
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(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California	Statutory Limits
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Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

Professional Liability

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

B. The Authority's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Authority for all claims made by the City insured entities arising out of any acts or omissions of Authority or its officers, employees, or agents during the time this Agreement was in effect.

D. All insurance shall be primary and non-contributory as respects the Member insured entities. Any insurance or self-insurance maintained by the Member insured entities shall be in excess of the Authority's insurance and shall not contribute with it.

F. Authority shall furnish the Members with Certificates of Insurance and with endorsements effecting coverage required by this Agreement.

Section 21. Government Claims.

A. To the extent authorized by Government Code section 935 and any other laws, all claims against the Authority for money or damages, including any claims otherwise excepted from the claims filing requirement by Government Code section 905, shall be subject to and presented within the time and manner prescribed in Part 3 of Division 3.6 of Title 1 of the Government Code. A signed written claim shall be presented to the Authority by mail or personal delivery by the claimant or a person authorized by claimant to act on his or her behalf. The claim shall conform to the requirements of Government Code section 910.

B. Unless otherwise designated by the Board, the TAC shall comprise a Claims Committee. The Claims Committee shall, in consultation with legal counsel for the Authority, review all claims and make recommendations to the Board concerning their disposition.

Section 22. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Founding Members have caused this Agreement to be executed and attested by its duly authorized representatives as of the date and year first set forth above.

[SIGNATURES ON NEXT PAGE]

Founding Member:

CITY OF LANCASTER

By 
Name: R. Rex Parris
Title: Mayor

ATTEST:


Andrea Alexander, Clerk

Founding Member:

CITY OF INDUSTRY

By 
Name: Cory C. Moss
Title: Mayor

ATTEST:


Julie Gutierrez-Robles, Clerk

EXHIBIT B

**COUNTERPART TO
JOINT EXERCISE OF POWERS AGREEMENT
FOR FIRST PUBLIC HYDROGEN AUTHORITY**

THIS COUNTERPART TO JOINT EXERCISE OF POWERS AGREEMENT FOR FIRST PUBLIC HYDROGEN AUTHORITY, dated as of December 10, 2024, is entered into by the Antelope Valley Transit Authority with regard to that certain Joint Exercise of Powers Agreement for First Public Hydrogen Authority attached hereto ("JPA Agreement").

By its authorized signature below, the Antelope Valley Transit Authority agrees to be bound by each and all of the terms of the JPA Agreement.

Antelope Valley Transit Authority

By:

Martin J. Tompkins
Executive Director/CEO

ATTEST:

DeeAnna Cason
Executive Assistant