



ESTA BOARD AGENDA

Regular Meeting

Friday, February 12, 2021 at 11:00am

In accordance with Executive Order N-29-20 the meeting will be held virtually.

The Agenda is available at www.estransit.com

Chairperson: Jim Ellis

Vice-Chairperson: vacant

Board Members:

Kirk Stapp (Mammoth Lakes)
Karen Schwartz (Bishop)
Jim Ellis (Bishop)
Dan Totheroh (Inyo County)

Jeff Griffiths (Inyo County)
Rhonda Duggan (Mono County)
Bill Sauser (Mammoth Lakes)
Bob Gardner (Mono County)

Note: In compliance with the Americans with Disabilities Act, if an individual requires special assistance to participate in this meeting, please contact Eastern Sierra Transit at (760) 872-1901 ext. 15 or 800-922-1930. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, February 11th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Thursday, February 11th and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

HOW TO ATTEND THE ESTA BOARD MEETING:

Listen to the meeting via phone by calling 669-900-9128 enter meeting code: 760-871-1901#, if prompted, use password 753752. Join the ZOOM meeting on your computer or mobile device by using this link:

<https://us02web.zoom.us/j/7608711901?pwd=VS9TeE4rU0NleWFCY0JTOVhzejEyQT09>

Remember, to eliminate feedback, use only one source of audio for the meeting, not both the phone and the computer.

Call to Order

Pledge of Allegiance

Roll Call

Public Comment: The Board reserves this portion of the agenda for members of the public to address the Eastern Sierra Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

A. Information Agenda

- A-1 Executive Director Report
 - Reporting on ESTA activities and performance
- A-2 Financial Report FY 20/21
- A-3 Audited Financial Statements FY 19/20
- A-4 Ridership Report
- A-5 Annual Report
- A-6 Strategic Business Plan Report
- A-7 Short-Range Transit and Coordinated Plans RFP

B. Action Agenda

- B-1 Elect a Vice Chairperson
- B-2 5304 Sustainable Communities Grant Application
- B-3 Reds Meadow USFS Permit
- B-4 Federal Fiscal Year 2021 Certifications and Assurances

C. Consent Agenda

The following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the ESTA or public wishes an item removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by ESTA Board members, without the removal of the item from the Consent Agenda.

- C-1 Approval of Regular Meeting Minutes of December 11, 2020

E. Board Member Comments

F. Adjournment

The next regularly scheduled meeting is March 12, 2021. Check ESTA website for details on attending the meeting.

STAFF REPORT

Subject: Executive Director's Report
Presented by: Phil Moores, Executive Director

Safety:

ESTA staff remains primarily Covid free at this time, and cleaning regimens continue. Another driver was positive for Covid, but did not think it was contracted at work. He is fully recovered and working. A new Covid-19 Workplace Plan was issued. The new plan added about thirty pages and more stringent standards. Among the new rules are wearing a mask when driving alone, inspection of facilities, Post-positive investigation procedures, and hazard identification form. More clear bus barrier purchases are planned to further protect the driver and passengers.

Administration:

Recruitment

We hired two new dispatchers in Bishop. Bonnie Burmeister and Erica Stone joined the ESTA team and are progressing quickly. Daniel McDonald is the new utility man and is doing an excellent job keeping the fleet in Bishop looking good. ESTA lost 5 of 9 admin positions last quarter, including all of the dispatchers. This placed a tremendous amount of pressure to cover dispatch and complete tasks with four staff that normally is done by nine. It's has been a tough few weeks. For keeping ESTA running in difficult times, Dawn Vidal, Linda Robinson, Karie Bentley, and Joe Warta deserve our thanks and a round of applause. THANK YOU!

Grants and Planning

The Short-Range Transit Plan and the Coordinated Human Services Plan is set to begin.

The Bishop Facility A&E solicitation resulted in two proposals. The selection committee selected a firm and contract negotiations are underway. The contract will undergo review from Caltrans and approval from the Board.

We are partnering with Calstart, a clean energy non-profit, to apply for fleet electrification planning grant funds. If successful, money for planning ESTA's zero emissions vehicles will be become available.

The closure of our Sparks, NV bus stop has got me negotiating with Greyhound for a bay in the Centennial Plaza Transit Center. The agreement should be ready for your consideration next month.

Service

Service was cancelled along the 395 for two days due to severe weather conditions. I am happy to report no accidents or injuries from the storm.

Fleet

An electric bus demo is due to arrive next week. Refer to my flyer for information. The demo is not open to the public. I will distribute an electronic brochure for those that miss the demo.

STAFF REPORT

Subject: Financial Report – FY 2020/21
Initiated by: Karie Bentley, Administration Manager

The year-to-date roll-up, fund balance reports and year-end forecast for the 2020/21 fiscal year are included on the following pages. Reports are as of February 2, 2021.

4065 State Transit Assistance (STA) is forecast to be \$52K less than budgeted due to state revenue loss related to COVID-19. An error was found in my previous calculations which misreported a larger projected loss on my previous report.

4555 Federal Grants revenue is currently low because contracts for 5311 and 5311(f) funding have not yet been executed. Methodology for invoicing the CARES funds is underway. We do not anticipate any issues with these funding sources.

4747 Insurance Payments, reflects an insurance payment for a trolley repair.

All other revenue is coming in as expected.

Fuel cost per gallon is running at around 28% below budget, however, the low actual expense on the financial reports for fuel and maintenance is primarily a result of not yet being in receipt of billings from the Town of Mammoth Lakes for the months of September through January.

The table below details the year-to-date revenue and expenses by budget line item and includes a year-end forecast.

Financial information as of: 2/2/2021 % of Fiscal Year: 59%

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	985,757	492,879	492,878	50%	985,757		
4065	STATE TRANSIT ASST	321,219	60,869	260,350	19%	266,067	(55,152)	August Estimate came it at \$55,152 less than budgeted.
4301	INTEREST FROM TREASURY	12,000	12,676	(676)	106%	12,000	-	
4498	STATE GRANTS	44,520	44,520	-	100%	44,520	-	Paid in advance.
4499	STATE OTHER	73,910	24,459	49,451	33%	76,569	2,659	August estimate came in a bit higher than the January estimate.
4555	FEDERAL GRANTS	1,269,256	4,414	1,264,842	0%	1,269,256	-	5311 & 5311f contracts are not out yet, CARES funds are in the process of being invoiced.
4599	OTHER AGENCIES	1,044,268	558,409	485,859	53%	1,044,268	-	\$83,210 of budget/forecast is Capital for Trolley Match, 1/2 of this has been received.
4747	INSURANCE PAYMENTS	-	9,655	(9,655)		9,655	9,655	Insurance payment from an accident.
4819	SERVICES & FEES	1,385,410	477,110	908,300	34%	1,385,410	-	
4959	MISCELLANEOUS REVENUE	12,000	4,240	7,760	35%	12,000	-	
4999	PRIOR YEARS REIMBURSEMENTS	-	304	(304)		-	-	
	Revenue Total:	5,148,340	1,689,535	3,458,805	33%	5,105,502	(42,838)	

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,467,779	663,283	804,496	45%			
5003	OVERTIME	65,684	17,460	48,224	27%			
5005	HOLIDAY OVERTIME	124,696	73,051	51,645	59%			
5012	PART TIME EMPLOYEES	455,497	203,828	251,669	45%			
	Wages subtotal	2,113,656	957,623	1,156,033	45%	2,113,656	-	
5021	RETIREMENT & SOCIAL SECURITY	54,088	20,459	33,629	38%	54,088	-	
5022	PERS RETIREMENT	260,870	115,288	145,582	44%	260,870	-	
5031	MEDICAL INSURANCE	249,640	104,328	145,312	42%	249,640	-	January not yet paid
5043	OTHER BENEFITS	33,351	20,185	13,166	61%	33,351	-	
5045	COMPENSATED ABSENCE EXPENSE	189,999	88,670	101,329	47%	189,999	-	
5047	EMPLOYEE INCENTIVES	2,250	924	1,326	41%	2,250	-	
5111	CLOTHING	1,000	339	661	34%	1,000	-	
5152	WORKERS COMPENSATION	120,220	120,000	220	100%	120,220	220	Insurance is prepaid for the year.

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5154	UNEMPLOYMENT INSURANCE	75,000	15,728	59,272	21%	75,000	-	
5158	INSURANCE PREMIUM	219,580	206,124	13,456	94%	219,580	13,456	Insurance is prepaid. Property insurance less than estimated.
5171	MAINTENANCE OF EQUIPMENT	611,000	197,941	413,059	32%	611,000	-	Have not received TOML bills for Oct-Jan.
5173	MAINTENANCE OF EQUIPMENT-MATER	18,400	1,289	17,111	7%	18,400	-	
5191	MAINTENANCE OF STRUCTURES	5,000	294	4,706	6%	5,000	-	
5211	MEMBERSHIPS	1,300	740	560	57%	1,300	-	
5232	OFFICE & OTHER EQUIP < \$5,000	12,050	6,015	6,035	50%	12,050	-	
5238	OFFICE SUPPLIES	7,000	3,566	3,434	51%	7,000	-	
5253	ACCOUNTING & AUDITING SERVICE	49,400	27,825	21,575	56%	49,400	-	
5260	HEALTH - EMPLOYEE PHYSICALS	5,890	2,202	3,688	37%	5,890	-	
5263	ADVERTISING	34,000	18,058	15,942	53%	34,000	-	
5265	PROFESSIONAL & SPECIAL SERVICE	219,694	27,426	192,268	12%	219,694	-	
5291	OFFICE, SPACE & SITE RENTAL	174,844	14,632	160,212	8%	174,844	-	Have not received TOML rent invoices yet this FY.
5311	GENERAL OPERATING EXPENSE	82,680	29,081	53,599	35%	82,680	-	
5326	LATE FEES & FINANCE CHARGES	-	47	(47)	0%	(47)	47	
5331	TRAVEL EXPENSE	3,225	225	3,000	7%	3,225	-	
5332	MILEAGE REIMBURSEMENT	29,355	7,547	21,808	26%	29,355	-	
5351	UTILITIES	60,000	18,760	41,240	31%	60,000	-	
5352	FUEL & OIL	474,307	122,868	351,439	26%	474,307	-	Have not received TOML bills for Oct-Jan.
5539	OTHER AGENCY CONTRIBUTIONS	52,332	-	52,332	0%	52,332	-	
5901	CONTINGENCIES	50,700	-	50,700	0%	50,700	-	
	Expenditure Total:	5,210,831	2,128,184	3,082,647	41%	5,210,784		

TRANSFERS Expenditure		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5798	CAPITAL REPLACEMENT	123,490	-	123,490	-	123,490	-	
	Expenditure Total:	123,490	-	123,490	-	123,490	-	

NET TRANSFERS -

Projected Revenue less Projected Expenses & Capital Replacement Transfers:

(311,982) Budget was approved with a \$269,191 deficit.
(42,791) Unbudgeted Deficit

CAPITAL ACCOUNT Revenue		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4066	PTMISEA	90,319	-	90,319	0%	90,319	-	Needs to be reprogramed for the building.
4067	STATE TRANSIT ASST-CAPITAL	355,378	-	355,378	0%	355,378	-	Vehicle matching funds
4495	STATE GRANTS - CAPITAL	52,959	52,959	-	100%	52,959	-	LCTOP Electric Vehicle
4557	FEDERAL GRANTS - CAPITAL	2,084,555	235,761	1,848,794	11%	2,084,555	-	Building (5339b) and vehicles(5310, 5339a)
Revenue Total:		2,583,211	288,720	2,294,491	11%	2,583,211	-	

Capital Expenditures

5640	STRUCTURES & IMPROVEMENTS	704,593	-	704,593	0%	704,593	-	Bishop Admin Building
5650	EQUIPMENT	-	-	-	0%	-	-	
5655	VEHICLES	1,961,828	277,366	1,684,462	0%	1,961,828	-	New Vehicles (5310, 5339(a)/savings)
Expenditure Total:		2,666,421	277,366	2,389,055	10%	2,666,421	-	

Projected Capital Revenue Less Projected Expenses : -

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 2/4/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	985,757.00	492,878.99	0.00	492,878.01	50.00
4065	STATE TRANSIT ASST	321,219.00	60,869.00	0.00	260,350.00	18.94
4301	INTEREST FROM TREASURY	12,000.00	12,676.12	0.00	(676.12)	105.63
4498	STATE GRANTS	44,520.00	44,520.00	0.00	0.00	100.00
4499	STATE OTHER	73,910.00	24,458.64	0.00	49,451.36	33.09
4555	FEDERAL GRANTS	1,269,256.00	4,413.94	0.00	1,264,842.06	0.34
4599	OTHER AGENCIES	1,044,268.00	558,408.76	0.00	485,859.24	53.47
4747	INSURANCE PAYMENTS	0.00	9,654.77	0.00	(9,654.77)	0.00
4819	SERVICES & FEES	1,385,410.00	477,110.25	0.00	908,299.75	34.43
4959	MISCELLANEOUS REVENUE	12,000.00	4,240.46	0.00	7,759.54	35.33
4999	PRIOR YEARS REIMBURSEMENTS	0.00	303.89	0.00	(303.89)	0.00
Revenue Total:		5,148,340.00	1,689,534.82	0.00	3,458,805.18	32.81
Expenditure						
5001	SALARIED EMPLOYEES	1,467,779.00	663,283.42	0.00	804,495.58	45.18
5003	OVERTIME	65,684.00	17,459.81	0.00	48,224.19	26.58
5005	HOLIDAY OVERTIME	124,696.00	73,051.14	0.00	51,644.86	58.58
5012	PART TIME EMPLOYEES	455,497.00	203,828.14	0.00	251,668.86	44.74
5021	RETIREMENT & SOCIAL SECURITY	54,088.00	20,458.73	0.00	33,629.27	37.82
5022	PERS RETIREMENT	260,870.00	115,287.87	0.00	145,582.13	44.19
5031	MEDICAL INSURANCE	249,640.00	104,328.22	0.00	145,311.78	41.79
5043	OTHER BENEFITS	33,351.00	20,185.09	0.00	13,165.91	60.52
5045	COMPENSATED ABSENCE EXPENSE	189,999.00	88,670.27	0.00	101,328.73	46.66
5047	EMPLOYEE INCENTIVES	2,250.00	923.95	0.00	1,326.05	41.06
5111	CLOTHING	1,000.00	339.03	0.00	660.97	33.90
5152	WORKERS COMPENSATION	120,220.00	120,000.00	0.00	220.00	99.81
5154	UNEMPLOYMENT INSURANCE	75,000.00	15,728.00	0.00	59,272.00	20.97
5158	INSURANCE PREMIUM	219,580.00	206,124.00	0.00	13,456.00	93.87
5171	MAINTENANCE OF EQUIPMENT	611,000.00	197,941.16	0.00	413,058.84	32.39
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	1,288.79	0.00	17,111.21	7.00
5191	MAINTENANCE OF STRUCTURES	5,000.00	293.96	0.00	4,706.04	5.87
5211	MEMBERSHIPS	1,300.00	740.00	0.00	560.00	56.92
5232	OFFICE & OTHER EQUIP < \$5,000	12,050.00	6,015.05	0.00	6,034.95	49.91
5238	OFFICE SUPPLIES	7,000.00	3,566.01	0.00	3,433.99	50.94
5253	ACCOUNTING & AUDITING SERVICE	49,400.00	27,825.00	0.00	21,575.00	56.32
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	2,202.00	0.00	3,688.00	37.38
5263	ADVERTISING	34,000.00	18,057.82	0.00	15,942.18	53.11
5265	PROFESSIONAL & SPECIAL SERVICE	219,694.00	27,425.74	0.02	192,268.24	12.48
5291	OFFICE, SPACE & SITE RENTAL	174,844.00	14,631.52	0.00	160,212.48	8.36

COUNTY OF INYO
Budget to Actuals with Encumbrances by Key/Obj

February 12, 2021
 Agenda Item #A-2

Ledger: GL

As of 2/4/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	82,680.00	29,081.14	0.00	53,598.86	35.17
5326	LATE FEES & FINANCE CHARGES	0.00	46.78	0.00	(46.78)	0.00
5331	TRAVEL EXPENSE	3,225.00	225.00	0.00	3,000.00	6.97
5332	MILEAGE REIMBURSEMENT	29,355.00	7,547.33	0.00	21,807.67	25.71
5351	UTILITIES	60,000.00	18,760.28	0.00	41,239.72	31.26
5352	FUEL & OIL	474,307.00	122,868.30	0.00	351,438.70	25.90
5539	OTHER AGENCY CONTRIBUTIONS	52,332.00	0.00	0.00	52,332.00	0.00
5901	CONTINGENCIES	50,700.00	0.00	0.00	50,700.00	0.00
Expenditure Total:		<u>5,210,831.00</u>	<u>2,128,183.55</u>	<u>0.02</u>	<u>3,082,647.43</u>	<u>40.84</u>
NET OPERATING		<u>(62,491.00)</u>	<u>(438,648.73)</u>	<u>(0.02)</u>	<u>376,157.75</u>	
NON-OPERATING Revenue						
NET NON-OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT Revenue						
4066	PTMISEA	90,319.00	0.00	0.00	90,319.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	355,378.00	0.00	0.00	355,378.00	0.00
4495	STATE GRANTS - CAPITAL	52,959.00	52,959.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	2,084,555.00	235,761.38	0.00	1,848,793.62	11.30
Revenue Total:		<u>2,583,211.00</u>	<u>288,720.38</u>	<u>0.00</u>	<u>2,294,490.62</u>	<u>11.17</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	704,593.00	0.00	0.00	704,593.00	0.00
5655	VEHICLES	1,961,828.00	277,366.33	0.00	1,684,461.67	14.13
Expenditure Total:		<u>2,666,421.00</u>	<u>277,366.33</u>	<u>0.00</u>	<u>2,389,054.67</u>	<u>10.40</u>
NET CAPITAL ACCOUNT		<u>(83,210.00)</u>	<u>11,354.05</u>	<u>0.00</u>	<u>(94,564.05)</u>	
TRANSFERS Revenue Expenditure						
5798	CAPITAL REPLACEMENT	123,490.00	0.00	0.00	123,490.00	0.00
Expenditure Total:		<u>123,490.00</u>	<u>0.00</u>	<u>0.00</u>	<u>123,490.00</u>	<u>0.00</u>
NET TRANSFERS		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
153299 Total:		<u>(269,191.00)</u>	<u>(427,294.68)</u>	<u>(0.02)</u>	<u>158,103.70</u>	

**COUNTY OF INYO
UNDESIGNATED FUND BALANCES**

February 12, 2021
Agenda Item #A-2

AS OF 06/30/2021

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	2,887,919	37,324	15,450		23,264			2,917,429		2,917,429
1533 ESTA ACCUMULATED	1,394,442							1,394,442		1,394,442
1534 ESTA GENERAL RESERVE	532,259							532,259		532,259
1535 ESTA BUDGET STAB	212,902							212,902		212,902
1536 REDS MEADOW ROAD	112,251							112,251		112,251
6820 NON-EMERGENCY TRAN REIM	3,225					10,000		(6,775)		(6,775)
6821 BISHOP YARD-ESTA	40					4,950		(4,910)		(4,910)
6822 LCTOP-ELECTRIC VEHICLE	143,156							143,156		143,156
6824 ESTA-LCTOP	24,196					500		23,696		23,696
6825 BISHOP ADMIN BUILDING	70,662							70,662		70,662
ESTA Totals	5,381,052	37,324	15,450		23,264	15,450		5,395,112		5,395,112
Grand Totals	5,381,052	37,324	15,450		23,264	15,450		5,395,112		5,395,112

STAFF REPORT

Subject: 2019/20 Audited Financial Report for the Eastern Sierra
Transit Authority

Presented by: Karie Bentley, Administration Manager

BACKGROUND:

The Transportation Development Act requires that claimants receiving funds for transit services from a County Transportation Commission submit to an annual certified fiscal audit.

ANALYSIS/DISCUSSION:

In compliance with the requirements of the Transportation Development Act, the Eastern Sierra Transit Authority has an audited financial report prepared each year for the preceding fiscal year. The audit was performed this year by the firm CliftonLarsonAllan (CLA) who was chosen to perform the audit following a procurement conducted in 2018. This was the third year of their contract with ESTA.

There were no audit findings.

The audit for the fiscal year ending June 30, 2020 including the Management Report, is included on the following pages and will be available for public viewing on ESTA's website.

RECOMMENDATION:

This item is presented for the information of the Board, which is requested to receive and file the report.



Board of Directors
Eastern Sierra Transit Authority
Bishop, California

We have audited the financial statements of Eastern Sierra Transit Authority as of and for the year ended June 30, 2020, and have issued our report thereon dated January 7, 2021. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Eastern Sierra Transit Authority are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2020.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management believes receivables are fully collectible based on historical experience. Accordingly, no allowance for doubtful accounts is included in the financial statements.

- Management's estimate of the other post-employment benefits (OPEB) liability is derived from actuarial valuations obtained from experts. We compared the liability reported in the financial statements to the actuarial report prepared and issued for the year under audit. Considering the total liability at year-end is based on a third-party actuarial valuations, the liability amount was deemed reasonable.
- Management's estimate of pension liability is derived from actuarial valuations obtained from CalPERS. We compared the liability reported in the financial statements to the actuarial report prepared and issued for the year under audit.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Supplementary Information

With respect to the Required Supplementary Information—Pensions and Other Postemployment Benefits Plan (OPEB) (collectively, the required supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated January 7, 2021.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements. Management has corrected all such misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Board of Directors
Eastern Sierra Transit Authority
Bishop, California
Page 3

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated January 7, 2021.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

This communication is intended solely for the information and use of the Board of Directors and management of Eastern Sierra Transit Authority and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Roseville, California
January 7, 2021

EASTERN SIERRA TRANSIT AUTHORITY
FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020



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**EASTERN SIERRA TRANSIT AUTHORITY
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YEAR ENDED JUNE 30, 2020**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Eastern Sierra Transit Authority
Bishop, California

We have audited the accompanying financial statements of Eastern Sierra Transit Authority (ESTA), which comprise the statement of net position as of June 30, 2020, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Eastern Sierra Transit Authority

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Eastern Sierra Transit Authority as of June 30, 2020, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of ESTA's proportionate share of the net pension liability and schedule of contributions, and other postemployment benefits (OPEB) plan schedule of changes in ESTA's net OPEB liability and related ratios be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 7, 2021, on our consideration of ESTA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of ESTA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering ESTA's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Roseville, California
January 7, 2021

**EASTERN SIERRA TRANSIT AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2020**

The following Management's Discussion and Analysis (MD&A) of the Eastern Sierra Transit Authority (ESTA) financial performance provides an introduction to the financial statements for the year ended June 30, 2020. The information contained in this MD&A should be considered in conjunction with the information contained in ESTA's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

ESTA's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America promulgated by the Governmental Accounting Standards Board. ESTA is structured as an enterprise fund. ESTA's revenues are recognized when earned, not when received. Expenses are recognized when incurred, not when paid. Capital assets are capitalized and, with the exception of land, are depreciated over their useful lives. See the notes to the financial statements for a summary of ESTA's significant accounting policies.

Following this discussion and analysis are the basic financial statements of ESTA.

ESTA's basic financial statements are designed to provide readers with a broad overview of ESTA's financial status.

The statement of net position presents information on all of ESTA's assets and deferred outflows of resources and liabilities and deferred inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of ESTA's financial position.

$$\text{Net Position} = (\text{Assets} + \text{Deferred Outflows of Resources}) - (\text{Liabilities} + \text{Deferred Inflows of Resources})$$

The statement of revenues, expenses, and changes in net position presents information showing the change in ESTA's net position during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus, revenues and expenses are recorded and reported in this statement for some items that will result in cash flows in future periods.

The statement of cash flows relates to the flows of cash and cash equivalents. Consequently, only transactions that affect ESTA's cash accounts are recorded in this statement. A reconciliation of the statement of cash flows is provided at the bottom of the statement to assist in understanding the difference between cash flows from operating activities and operating income.

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

**EASTERN SIERRA TRANSIT AUTHORITY
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2020**

FINANCIAL HIGHLIGHTS

On June 30, 2020, the assets and deferred outflows of ESTA exceeded its liabilities and deferred inflows by \$6,763,244 (net position). Of this amount, \$4,993,974 (unrestricted net position) may be used to meet ESTA's ongoing obligations to citizens and creditors, \$111,970 is restricted for road maintenance, and \$1,657,300 is ESTA's investment in capital assets.

ESTA's capital assets (e.g., land, infrastructure and equipment) decreased by \$380,548 due to \$75,996 of capital asset additions offset by the annual depreciation of existing assets.

Long-term liabilities increased by \$280,779 due to an increase in the other postemployment benefits liability of \$185,329 and an increase to the net pension liability of \$95,450.

FINANCIAL POSITION

Condensed Statement of Net Position

	<u>2020</u>	<u>2019</u>	<u>Variance</u>	<u>Change</u>
Assets:				
Current and Other Assets	\$ 6,250,253	\$ 5,629,911	11.02 %	\$ 620,342
Capital Assets	1,657,300	2,037,848	(18.67)	(380,548)
Total Assets	<u>7,907,553</u>	<u>7,667,759</u>	3.13	<u>239,794</u>
Deferred Outflows	510,423	615,579	(17.08)	(105,156)
Liabilities:				
Current Liabilities	436,404	676,067	(35.45)	(239,663)
Long-Term Liabilities	<u>1,065,950</u>	<u>785,171</u>	35.76	<u>280,779</u>
Total Liabilities	1,502,354	1,461,238	2.81	41,116
Deferred Inflows	152,378	218,637	(30.31)	(66,259)
Net Position:				
Investment in Capital Assets	1,657,300	2,037,848	(18.67)	(380,548)
Restricted for Road Maintenance	111,970	57,533	100.00	54,437
Unrestricted	<u>4,993,974</u>	<u>4,508,082</u>	10.78	<u>485,892</u>
Total Net Position	<u>\$ 6,763,244</u>	<u>\$ 6,603,463</u>	2.42	<u>\$ 159,781</u>

As shown in the schedule above, at June 30, 2020, ESTA's total assets are \$7,907,553. The total assets held increased by \$239,794 from the June 30, 2019 balance of \$7,667,759. The increase in total assets was due primarily to an increase in cash and accounts receivable offset by depreciation of capital assets. Deferred outflows of \$510,423 represent contributions made by ESTA during fiscal year 2019/20 after the pension and OPEB liability measurement date of June 30, 2019 and other pension related deferred outflows.

The largest portion of ESTA's net position reflects its unrestricted portion. These funds may be used to meet ESTA's ongoing obligations to citizens and creditors.

**EASTERN SIERRA TRANSIT AUTHORITY
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 JUNE 30, 2020**

**Changes in Net Position
 Years Ended June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>	<u>Variance</u>	<u>Change</u>
Revenues:				
Operating	\$ 1,808,606	\$ 1,992,457	-9.23%	\$ (183,851)
Nonoperating	3,496,366	3,228,404	8.30%	267,962
Total Revenues	<u>5,304,972</u>	<u>5,220,861</u>	1.61%	<u>84,111</u>
Expenses:				
Operating Expenses	<u>5,218,120</u>	<u>5,696,192</u>	-8.39%	<u>(478,072)</u>
Capital Contributions	<u>72,929</u>	<u>106,311</u>	-31.40%	<u>(33,382)</u>
Change in Net Position	159,781	(369,020)	143.30%	528,801
Net Position - Beginning	6,603,463	6,972,483	-5.29%	(369,020)
Net Position - Ending	<u>\$ 6,763,244</u>	<u>\$ 6,603,463</u>	2.42%	<u>\$ 159,781</u>

Revenues – ESTA’s revenues for fiscal year 2019/20 increased by 1.50% or \$78,404. The increase was related primarily to LTF Revenue from Mono County.

Expenses – ESTA’s expenses for fiscal year 2019/20 decreased 8.39% or \$478,072. Operating expenses decreased primarily due to lower depreciation expenses.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets – ESTA’s investment in capital assets as of June 30, 2020 amounted to \$1,657,300 (net of accumulated depreciation and related debt). This investment in capital assets includes land, land improvements, and equipment. The \$380,548 decrease is due to depreciation of \$456,544 and capital asset additions totalling \$75,996.

Additional information on ESTA’s capital assets can be found in Note 3 of this report.

Long-term liabilities - At June 30, 2020, ESTA reported \$1,075,450 related to net pension and OPEB liabilities.

Additional information on ESTA’s long-term liabilities can be found in Notes 6 and 7 of this report.

**EASTERN SIERRA TRANSIT AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2020**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

Eastern Sierra Transit, is experiencing COVID-19 related revenue loss both in passenger fares and State and Local funding. Significant service cuts in the summer to ESTA's Reds Meadow Route will have the most significant impact to fare revenue. A significant decrease to our revenue-to-operating expense is expected.

Reductions to State Transit Assistance and Local Transportation Fund Allocation revenue were also significant. CARES Relief funding is available and will be used in next year's budget to offset these losses and additional expenses incurred due to COVID-19. It is expected that reserve funds will be needed to maintain operations. Reserve funds are available in adequate amounts.

ESTA anticipates working on the new administration building which is partially funded with the 2018 FTA 5339 Bus & Bus Facilities Infrastructure Investment Program grant and is exploring additional funding sources. ESTA will also begin working on a new Short-Range Transit Plan and Coordinate Human Services Plan. Multiple bus purchases are possible with funds from Section 5339 and Section 5310.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of ESTA's finances for all those with an interest in ESTA's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Eastern Sierra Transit Authority Executive Director, at P.O. Box 1357, Bishop, CA 93515 or the Inyo County Auditor-Controller at P.O. Drawer R, Independence, CA 93526.

**EASTERN SIERRA TRANSIT AUTHORITY
 STATEMENT OF NET POSITION
 JUNE 30, 2020**

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

CURRENT ASSETS

Cash	\$ 5,060,827
Accounts Receivable	66,059
Due From Other Governments	804,316
Interest Receivable	22,195
Prepaid Expenses	296,856
Total Current Assets	<u>6,250,253</u>
Capital Assets, Net of Accumulated Depreciation	<u>1,657,300</u>
Total Assets	7,907,553

DEFERRED OUTFLOWS OF RESOURCES

Deferred Other Postemployment Benefits	58,180
Deferred Pensions	452,243
	<u>510,423</u>

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	219,435
Salaries Payable	44,553
Compensated Absences	162,916
Other Post Employment Benefits Liability	9,500
Total Current Liabilities	<u>436,404</u>

NONCURRENT LIABILITY

Other Post Employment Benefits Liability	847,606
Net Pension Liability	218,344
Total Noncurrent Liabilities	<u>1,065,950</u>
Total Liabilities	1,502,354

DEFERRED INFLOWS OF RESOURCES

Deferred Other Postemployment Benefits	39,385
Deferred Pensions	112,993
	<u>152,378</u>

NET POSITION

Investment in Capital Assets	1,657,300
Restricted for road maintenance	111,970
Unrestricted	4,993,974
Total Net Position	<u>\$ 6,763,244</u>

See accompanying Notes to Financial Statements.

**EASTERN SIERRA TRANSIT AUTHORITY
 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
 YEAR ENDED JUNE 30, 2020**

OPERATING REVENUES	
Fare Revenues	\$ 1,808,606
Total Operating Revenues	1,808,606
 OPERATING EXPENSES	
Salaries and Benefits	3,051,871
Fuel	409,337
Vehicle Maintenance	609,461
Professional and Other Services	119,928
Depreciation Expense	456,544
Insurance	178,541
Rents	184,846
Miscellaneous Expenses	36,046
Parts and Supplies	84,605
Utilities	55,748
Advertising	31,193
Total Operating Expenses	5,218,120
 OPERATING LOSS	 (3,409,514)
 NONOPERATING REVENUES	
Local Transportation Fund Allocation	1,450,367
State Transit Assistance Fund Allocation	447,144
State of Good Repair	72,680
Intergovernmental Revenues	541,690
Operating Assistance	875,693
Other Revenues	17,350
Non Operating Revenues	2,510
Use of Money and Property	88,932
Total Nonoperating Revenues	3,496,366
 INCOME BEFORE CAPITAL CONTRIBUTIONS	 86,852
 CAPITAL CONTRIBUTIONS	 72,929
 CHANGE IN NET POSITION	 159,781
Net Position - Beginning of Year	6,603,463
 NET POSITION - END OF YEAR	 \$ 6,763,244

See accompanying Notes to the Financial Statements.

**EASTERN SIERRA TRANSIT AUTHORITY
 STATEMENT OF CASH FLOWS
 YEAR ENDED JUNE 30, 2020**

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from Customers	\$ 1,796,981
Other Operating Expenses	(1,905,719)
Payroll and Related Fringe Benefits	(2,788,966)
Net Cash Used by Operating Activities	<u>(2,897,704)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Received for Use of Money and Property	<u>90,775</u>
Net Cash Provided by Investing Activities	90,775

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Local Transportation Fund Allocation	1,450,367
State Transit Assistance Allocation	447,144
State of Good Repair	72,680
Operating and Capital Grants	541,690
Operating Assistance	586,615
Other Revenues	19,860
Net Cash Provided by Noncapital Financing Activities	<u>3,118,356</u>

**CASH FLOWS FROM CAPITAL AND RELATED
 FINANCING ACTIVITIES**

Capital Grants	72,929
Payments for Capital Asset Purchases	(75,996)
Net Cash Provided by Capital and Related Financing Activities	<u>(3,067)</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS

308,360

Cash and Cash Equivalents - Beginning of Year

4,752,467

CASH AND CASH EQUIVALENTS - END OF YEAR

\$ 5,060,827

See accompanying Notes to the Financial Statements.

**EASTERN SIERRA TRANSIT AUTHORITY
 STATEMENT OF CASH FLOWS (CONTINUED)
 YEAR ENDED JUNE 30, 2020**

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH
 PROVIDED (USED) BY OPERATING ACTIVITIES**

Operating Income (Loss)	\$ (3,409,514)
Adjustments to Reconcile Operating Loss to Net Cash Provided (Used) by Operating Activities:	
Depreciation	456,544
(Increase) Decrease in:	
Accounts Receivable	(11,625)
Prepaid Expense	(13,122)
Deferred Pensions	162,477
Deferred OPEB	(57,321)
Increase (Decrease) in:	
Accounts Payable and Accrued Liabilities	(182,892)
Salaries Payable	(65,412)
Net Pension Liability	95,450
Net Other Postemployment Liability	193,970
Deferred Pensions	(72,879)
Deferred Other Postemployment Benefits	<u>6,620</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ (2,897,704)</u>

See accompanying Notes to the Financial Statements.

**EASTERN SIERRA TRANSIT AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Eastern Sierra Transit Authority (ESTA) was established in 2007 by a joint powers agreement between Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes to operate a regional transportation system in the Eastern Sierra region.

As required by Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity*, ESTA has reviewed criteria to determine whether other entities with activities that benefit ESTA should be included within its financial reporting entity. The criteria include, but are not limited to, whether the entity has a significant operational and financial relationship with ESTA.

ESTA has determined that no other outside entity meets the above criteria and, therefore, no agency has been included as a component unit in ESTA's financial statements. In addition, ESTA is not aware of any entity that has such a relationship to ESTA that would result in ESTA being considered a component unit of that other entity.

Basis of Presentation

ESTA reports the activity relevant to its operations in an enterprise fund. The enterprise fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other policies. Unrestricted net position for the enterprise fund represents the net position available for future operations.

Measurement Focus and Basis of Accounting

Accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The enterprise fund is accounted for on a flow of economic resources measurement focus. This measurement focus emphasizes the determination of increased/decreased net position. The accrual basis of accounting is used for the enterprise fund. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Operating Revenues — Revenues from the sale of tickets and passenger rides are recognized as income when the related service is provided.

Nonoperating Revenues — ESTA receives substantial funds that are not reported as operating revenues. For example, ESTA receives operating assistance from the Town of Mammoth Lakes. These funds are recognized as revenue when all applicable eligibility requirements are met. ESTA receives annual allocations from the Local Transportation and State Transit Assistance funds of the two counties it provides services in. These allocations are recognized into income as received. ESTA also receives a number of grants from various sources. These are recognized into income as eligibility requirements are met.

**EASTERN SIERRA TRANSIT AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020**

The following is a description of ESTA's main funding sources:

Passenger Revenue

Passenger fares consist of fare charges to the users of the system. Including revenue from a contract with Mammoth Mountain Ski Resort.

Operating Assistance

As mentioned above, the Town of Mammoth Lakes, a member of the Joint Powers Authority, provides operating assistance to ESTA. These revenues are not included as a component of fare revenues, but instead are reported as nonoperating revenues.

Federal Transit Administration (FTA)

FTA revenues are funded by a federal gas tax and revenues of the federal general fund. ESTA receives Section 5311 grants which are used for operations. Section 5310 funding is used for Non-Emergency Medical Program.

Local Transportation Fund (LTF)

LTF is derived from a ¼ cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds within the county based on population.

State Transit Assistance (STA)

STA funds are appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to transit operator revenues from the prior fiscal year.

Budgetary Information

State law requires the adoption of an annual budget for the enterprise fund, which must be approved by the board of directors. The budget is prepared on an accrual basis. The board of directors adopts an annual budget for transit operations. The executive director shall have the authority to transfer funds between line items, not to exceed \$5,000 or 20% for any one line item, whichever is greater, with the limits of the overall budget. The executive director shall report, on a regular basis, any such transfers to and from budgeted line items. Budget amendments in excess of \$5,000 or 20% of a line item, whichever is greater, shall require board approval.

Cash and Cash Equivalents

For purposes of the statement of cash flows, ESTA considers the cash held in the County Treasury, its only investments, to be cash and cash equivalents.

**EASTERN SIERRA TRANSIT AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020**

Investments

Investments consist of funds deposited in the pooled fund with Inyo County. Investments are stated at market value. Such investments are within the state statutes and ESTA's investment policy.

Prepaid Items

Payments made for services that will benefit future accounting periods are recorded as prepaid items.

Capital Assets

Capital assets are stated at historical cost. The cost of normal maintenance and repairs is charged to operations as incurred. Major improvements are capitalized and depreciated over the remaining useful lives of the related properties. Depreciation is computed using the straight-line method over estimated useful lives as follows:

Buildings and Improvements	40 to 50 Years
Buses and Maintenance Vehicles	5 to 12 Years
Light-Rail Structures and Light-Rail Vehicles	25 to 45 Years
Other Operating Equipment	5 to 15 Years

It is the policy of ESTA to capitalize all capital assets with an individual cost of more than \$5,000, and a useful life in excess of one year.

Compensated Absences

ESTA's policy allows employees to accumulate earned but unused comprehensive leave and compensated time off, which will be paid to employees upon separation from ESTA's service.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the County's California Public Employees' Retirement system (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. ESTA has two items that qualify for reporting in this category. These items relate to the outflows from changes in the net pension liability and from other postemployment benefits (OPEB) liability and are reportable on the statement of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. ESTA has two types of items which qualify for reporting

**EASTERN SIERRA TRANSIT AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020**

in this category. These items relate to inflows from changes in the net pension and OPEB liabilities and are reportable on the statement of net position.

Other Postemployment Benefits (OPEB)

ESTA established a postemployment benefits trust but as of June 30, 2020 has not made any funding deposits.

Federal, State, and Local Grant Funds

Grants are accounted for in accordance with the purpose for which the funds are intended. Approved grants for the acquisition of land, building, and equipment are recorded as revenues as the related expenses are incurred. Approved grants for operating assistance are recorded as revenues in which the related grant conditions are met. Advances received on grants are recorded as a liability until related grant conditions are met. The Transportation Development Act (TDA) provides that any funds not earned and not used may be required to be returned to their source.

When both restricted and unrestricted resources are available for the same purpose ESTA uses restricted resources first.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Allowance for Doubtful Accounts

Accounts receivable consist entirely of amounts due from other governmental agencies for operating and capital grants. Management believes its accounts receivable to be fully collectible, and, accordingly, no allowance for doubtful accounts is required.

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

NOTE 2 CASH AND INVESTMENTS

Cash and investments consisted of the following at June 30, 2020:

Deposits Held in the County of Inyo Investment Pool	\$ 4,995,301
Deposits Held in Financial Institutions	65,326
Imprest Cash	200
Total	<u>\$ 5,060,827</u>

Custodial Credit Risk

At June 30, 2020, the carrying amount of the deposits held at banks was \$65,326 and the bank balances totaled \$65,326. The bank balances are insured by the FDIC up to \$250,000. State law requires that the collateral be equal to or greater than 100% of all public deposit that is held with the pledging financial institution if government securities are used or 150% if mortgages are used as the collateral.

Authorized Investments

California statutes authorize ESTA to invest idle or surplus funds in a variety of credit instruments as provided for in California Government Code Section 53600, Chapter 4 — Financial Affairs.

The Government Code allows investments in the following instruments:

- Securities of the United States government, or its agencies
- Small Business Administration loans
- Certificates of Deposit (or Time Deposits) Negotiable Certificates of Deposit
- Commercial paper and medium-term corporate notes
- Local Agency Investment Fund (State Pool and County Pool) Demand Deposits
- Repurchase Agreements (Repos)
- Passbook Savings Account Demand Deposits
- Reverse Repurchase Agreements
- County Cash Pool

The bulk of ESTA’s assets are held in an investment pool with the County of Inyo. More information about the County’s investments can be found in the County’s financial statements.

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

Cash in County Treasury

Cash in Inyo County is held by the Inyo County treasurer in an investment pool. The County maintains a cash and investment pool in order to facilitate the management of cash. Cash in excess of current requirements is invested in various interest-bearing securities. Information regarding categorization and fair value of investments can be found in the County's financial statements. The treasurer's investments and policies are overseen by the Inyo County Treasury Oversight Committee.

Government Accounting Standards Board Statement No. 40 requires additional disclosures about a government's deposits and investment risks that include custodial risk, credit risk, concentration risk, and interest rate. ESTA did not have a deposit or investment policy that addresses specific types of risks.

Required risk disclosures for ESTA's investment in the Inyo County Investment Pool at June 30, 2019 were as follows:

Credit Risk	Not rated
Custodial Risk	Not applicable
Concentration of Credit Risk	Not applicable
Interest Rate Risk	Not available

The fair value of ESTA's investment in the Inyo County Investment Pool is determined on an amortized cost basis which approximates fair value.

NOTE 3 CAPITAL ASSETS

Capital assets consisted of the following at June 30, 2020:

	Balance 7/1/2019	Additions	Deletions	Transfers	Balance 6/30/2020
Capital assets, being depreciated					
Structures and improvements	577,159	-	-	5,401	582,560
Equipment	9,632,652	75,996	(9,139)	(5,401)	9,694,108
Total capital assets, being depreciated	10,209,811	75,996	(9,139)	-	10,276,668
Less accumulated depreciation for					
Structures and improvements	(84,118)	(13,861)	-	-	(97,979)
Equipment	(8,087,845)	(442,683)	9,139	-	(8,521,389)
Total accumulated depreciation	(8,171,963)	(456,544)	9,139	-	(8,619,368)
Capital Assets, Net	<u>\$ 2,037,848</u>	<u>\$ (380,548)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,657,300</u>

Depreciation expense was \$456,544 for the year ended June 30, 2020.

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

NOTE 4 FARE REVENUE RATIO

ESTA is required to maintain a fare revenue-to-operating expense ratio of 10% in accordance with the Transportation Development Act. The fare revenue-to-operating expense ratio for ESTA is calculated as follows for the year ended June 30, 2020:

Fare Revenues	<u>\$ 1,808,606</u>
Operating Expenses	5,218,120
Less: Allowable Exclusions:	
Depreciation and Amortization	<u>(456,544)</u>
Net Operating Expenses	<u>\$ 4,761,576</u>
Fare Revenue Ratio	37.98%

NOTE 5 EMPLOYEES' RETIREMENT PLAN (DEFINED BENEFIT PLAN)

Plan Description

ESTA's defined benefit pension plan, the California Public Employee's Retirement System, provides retirement and disability annual cost of living adjustments, and death benefits to plan members and beneficiaries. The California Public Employee's Retirement System (CalPERS) is a cost sharing multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the state of California. A menu of benefit provisions as well as other requirements are established by state statutes within the Public Employee's Retirement Law. ESTA selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance (other local methods). CalPERS issues a separate report.

Funding Policy

Active plan members in ESTA's defined pension plan are required to contribute either 8%, 7%, or 6.25% of their annual covered salary depending upon the plan in which the employee participates. ESTA is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The fiscal year 2019/2020 employer rates are as follows:

<u>Tier</u>	<u>Misc.</u>	<u>PEPRA</u>
Tier 1	10.823 %	6.985 %
Tier 2	9.680 %	N/A

The actuarial methods and assumptions used are those adopted by the CalPERS board of administration. The contribution requirements of the plan members are established by state statute and the employer contribution rate is established and may be amended by CalPERS. ESTA pays plan members' contribution on their behalf for employees participating in the Classic plan.

Actuarial Assumptions

ESTA's net pension liability is measured as its proportionate share of the total pension liability, less the proportionate share of the pension plan's fiduciary net position. The net pension liability of the cost sharing plan is measured as of June 30, 2019, using an annual actuarial valuation as of July 1, 2018, with update

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

procedures used to roll forward the total pension liability to June 30, 2019. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

- Discount Rate/Rate of Return – 7.15%
- Inflation Rate – 2.5%
- Salary increases – Varies by Entry Age and Service
- COLA Increases – up to 2.5%
- Post-Retirement Mortality – Derived using CalPERS’ Membership Data for all Funds

The actuarial assumptions used in the June 30, 2018 valuation were based off on the results of an actuarial experience study for the period from 1997 to 2015. The Experience Study Report can be obtained at CalPERS’ website under Forms and Publications.

The long-term expected rate of return on pension plan investments (7.15%) was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

<u>Asset Class</u>	<u>New Strategic Allocation</u>	<u>Real Return Years 1 - 10 (a)</u>	<u>Real Return Years 11 + (b)</u>
Global Equity	50.00 %	4.80 %	5.98 %
Fixed Income	28.00	1.00	2.62
Inflation Sensitive	-	0.77	1.81
Private Equity	8.00	6.30	7.23
Real Estate	13.00	3.75	4.93
Liquidity	1.00	-	(0.92)
	<u>100.00 %</u>		

(a) An expected inflation of 2.00% used for this period.

(b) An expected inflation of 2.92% used for this period.

Detailed information about the pension fund’s fiduciary net position is available in the separately issued CalPERS comprehensive annual financial report which may be obtained by contacting CalPERS.

Net Pension Liability

At June 30, 2020, ESTA reported a liability of \$218,344 in the statement of net position for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018. ESTA’s proportion of the net pension liability was based on a projection of ESTA’s long-term share of contributions to the pension plan relative to the projected contributions of all pension plan participants, which was actuarially determined.

Sensitivity of Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of ESTA’s proportionate share of the Plan as of the measurement date calculated using the discount rate of 7.15%, as well as what the net pension liability

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

would be if it were calculated using a discount rate that is 1 percentage point lower (6.15%) or 1 percentage point higher (8.15%) than the current rate.

	<u>1% Decrease</u> 6.15%	<u>Discount Rate</u> 7.15%	<u>1% Increase</u> 8.15%
ESTA's Proportionate Share of the Net Pension Plan Liability	\$ 795,258	\$ 218,344	\$ (257,858)

Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

Pension expense represents the change in the net pension liability during the measurement period, adjusted by actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions or method, and plan benefits. During the year ended June 30, 2020, ESTA recognized a pension expense of \$258,429. At June 30, 2020, ESTA reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources.

	<u>Deferred Outflows of</u> <u>Resources</u>	<u>Deferred Inflows of</u> <u>Resources</u>
Changes in Assumptions	\$ 10,412	\$ 3,691
Differences between Expected and Actual Experience	15,165	1,175
Differences between Projected and Actual Investment Earnings	-	3,817
Differences between Employer Contributions and Proportionate Share of Contributions	146,966	33,412
Change in Employer's Proportion Pension Contributions Made Subsequent to Measurement Date	142,061	70,898
	<u>137,639</u>	<u>-</u>
	<u>\$ 452,243</u>	<u>\$ 112,993</u>

The \$137,639 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2019, measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expenses as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 136,629
2022	56,206
2023	8,006
2024	770
Total	<u>\$ 201,611</u>

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

NOTE 6 OTHER POST EMPLOYMENT BENEFITS PLAN

Plan Description

Plan administration. ESTA sponsors healthcare coverage under the California Public Employees Medical and Hospital Care Act ("PEMHCA"), commonly referred to as PERS Health. PEMHCA provides health insurance through a variety of Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) options.

Benefits provided. Employees hired before January 1, 2013 are eligible for ESTA-paid retiree medical benefits upon attainment of age 50 and 5 years CalPERS service. Employees hired on or after January 1, 2013 are eligible for ESTA-paid retiree medical benefits upon attainment of age 52 and 5 years CalPERS service.

ESTA contributes the PEMHCA minimum under the unequal method (5% times number of years ESTA has been in PEMHCA). ESTA joined PEMHCA in 2007, therefore for 2017, ESTA contributes 50% of the PEMHCA minimum (\$128), or \$64 per month to its retirees. In 2018, this amount is 55% of the PEMHCA minimum (\$133), or \$73.15 per month. The 2019 PEMHCA minimum is \$136, and ESTA will contribute \$81.60 per month towards retirees. In addition to the PEMHCA minimum, ESTA pays administrative fees of 0.23% per premium. Also, survivor benefits are available.

Plan membership. At July 1, 2017, membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefit payments	4
Active plan members	50

Contributions – ESTA currently finances benefits on a pay-as-you-go basis.

Total OPEB Liability

ESTA's Total OPEB Liability was measured as of June 30, 2018 and the Total OPEB Liability used to calculate the Net OPEB Liability was determined by an actuarial valuation as of July 1, 2017. Standard actuarial update procedures were used to project/discount from valuation to measurement dates.

Actuarial Assumptions

The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Salary increases	3.00 percent
Medical cost trend rate	6.00 percent for 2019 decreasing 0.10 percent annually to an ultimate rate of 5.00 percent for 2029 and later years
PEMHCA minimum increase	3.5 percent after 2019

**EASTERN SIERRA TRANSIT AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020**

Pre-retirement mortality rates were based on the RP-2014 Employee Mortality Table for Males or Females, as appropriate, without projection. Post-retirement mortality rates were based on the RP-2014 Health Annuitant Mortality Table for Males or Females, as appropriate, without projection.

Discount rate. GASB 75 requires a discount rate that reflects the following:

- a) The long-term expected rate of return on OPEB plan investments – to the extent that the OPEB plan’s fiduciary net position (if any) is projected to be sufficient to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return;
- b) A yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher – to the extent that the conditions in (a) are not met.

To determine a resulting single (blended) rate, the amount of the plan’s projected fiduciary net position (if any) and the amount of projected benefit payments is compared in each period of projected benefit payments. The discount rate used to measure ESTA’s Total OPEB liability is based on these requirements and the following information:

<u>Reporting Date</u>	<u>Measurement Date</u>	<u>Long-Term Expected Return of Plan (if any)</u>	<u>Municipal Bond 20-Year High Grade Rate Index</u>	<u>Discount Rate</u>
June 30, 2020	June 30, 2019	4.00%	3.13%	3.13%

Changes in the Total OPEB Liability

The table below shows the changes in the Total OPEB liability, the Plan Fiduciary Net Position, and the Net OPEB liability as of the measurement date June 30, 2020

	<u>Increase (Decrease)</u>		
	<u>Total OPEB Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net OPEB Liability</u>
Balance - July 1, 2018	\$ 663,136	\$ -	\$ 663,136
Change in the Year:			
Service Cost	131,215	-	131,215
Interest on Total OPEB Liability	28,599	-	28,599
Difference Between Expected and Actual Experience	(17,416)	-	(17,416)
Changes of Assumptions	60,271	-	60,271
Benefit Payments ¹	(8,699)	(8,699)	-
Contributions - Employer	-	8,699	(8,699)
Net Changes	<u>193,970</u>	<u>-</u>	<u>193,970</u>
Balance - June 30, 2019	<u>\$ 857,106</u>	<u>\$ -</u>	<u>\$ 857,106</u>

Amount includes implicit subsidy associated with benefits paid

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

If an actuarially determined contribution is calculated for a single or agent employer, the employer is required to present in required supplementary information a schedule covering each of the 10 most recent fiscal years that includes information about the actuarially determined contribution, contributions to the OPEB plan, and related ratios. If a single or agent employer does not have information about an actuarially determined contribution but has a contribution requirement that is established by statute or contract, the employer is required to present a schedule covering each of the 10 most recent fiscal years that includes information about the statutorily or contractually required contribution rate, contributions to the OPEB plan, and related ratios.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of ESTA, as well as what ESTA's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate.

	1% Decrease 2.13%	Discount Rate 3.13%	1% Increase 4.13%
Net OPEB Liability	\$ 989,877	\$ 857,106	\$ 749,680

The following presents the net OPEB liability of ESTA, as well as what ESTA's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates.

	1% Decrease (5.00% to 4.00%)	Trend Rate (6.00% to 5.00%)	1% Increase (7.00% to 6.00%)
Net OPEB Liability	\$ 743,266	\$ 857,106	\$ 998,016

**EASTERN SIERRA TRANSIT AUTHORITY
 NOTES TO THE FINANCIAL STATEMENTS
 YEAR ENDED JUNE 30, 2020**

OPEB Expense, Deferred Outflows and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2020, ESTA recognized OPEB expense of \$143,269. OPEB expense represents the change in the total OPEB liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in actuarial assumptions or method. At June 30, 2020, ESTA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Employer contributions made subsequent to the measurement date	\$ 9,500	\$ -
Change in assumptions	48,680	25,318
Differences between expected and actual experience		14,067
Total	<u>\$ 58,180</u>	<u>\$ 39,385</u>

The \$9,500 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2019 measurement date will be recognized as a reduction of the total OPEB liability in the fiscal year ending June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ended June 30,	Amount
2021	795
2022	795
2023	795
2024	5,265
2025	1,645
	<u>\$ 9,295</u>

**EASTERN SIERRA TRANSIT AUTHORITY
 REQUIRED SUPPLEMENTARY INFORMATION
 YEAR ENDED JUNE 30, 2020**

Other Postemployment Benefits Plan (OPEB) – Schedule of Changes in the Net OPEB Liability and Related Ratios

Last 10 Fiscal Years*

	FY2018	FY2019	FY2020
Total OPEB Liability			
Service Cost	\$ 74,075	\$ 76,297	\$ 131,215
Interest	16,306	19,066	28,599
Actual and Expected Experience Difference	-	-	(17,416)
Changes of Assumptions	-	(40,212)	60,271
Benefit Payments	(2,116)	(2,294)	(8,699)
Net Changes in Total OPEB Liability	88,265	52,857	193,970
Total OPEB Liability - beginning	522,014	610,279	663,136
Total OPEB Liability - ending (a)	<u>\$ 610,279</u>	<u>\$ 663,136</u>	<u>\$ 857,106</u>
Plan Fiduciary Net Position			
Contributions - Employer	\$ 2,116	\$ 2,294	\$ 8,699
Benefit Payments	(2,116)	(2,294)	(8,699)
Net Change in Plan Fiduciary Net Position	-	-	-
Plan Fiduciary Net Position - beginning	-	-	-
Plan Fiduciary Net Position - ending (b)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
ESTA's Net OPEB Liability - ending (a) - (b)	<u>\$ 610,279</u>	<u>\$ 663,136</u>	<u>\$ 857,106</u>
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	0.00%	0.00%	0.00%
Covered Employee Payroll	\$ 1,285,438	\$ 1,469,433	\$ 1,507,323
ESTA's Net OPEB Liability as a Percentage of Covered Employee Payroll	47.48%	45.13%	56.86%
Measurement Date	6/30/2017	6/30/2018	6/30/2019

**EASTERN SIERRA TRANSIT AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2020**

Schedule of ESTA's Proportionate Share of the Net Pension Liability (Last 10 Fiscal Years*):

Reporting Year	ESTA's Proportion of the Net Pension Liability	ESTA's Proportionate Share of the Net Pension Liability	ESTA's Covered Payroll	ESTA's Proportionate Share of the Net Pension Liability	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2015	Varies by plan	\$ 413,616	\$ 1,366,206	30.27 %	79.87 %
2016	0.0166 %	387,894	1,582,603	24.51 %	83.27 %
2017	0.0156 %	540,971	1,517,088	35.66 %	80.22 %
2018	0.0038 %	149,988	1,296,176	11.57 %	75.39%
2019	0.0033 %	122,894	1,285,439	9.56 %	77.69%
2020	0.0055 %	218,344	1,469,433	14.86%	77.69%

CalPERS — Schedule of ESTA Contributions (Last 10 Fiscal Years*)

Fiscal Year	Actuarially Determined Contribution	Total Actual Contributions	Contribution Deficiency (Excess)	ESTA's Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	\$ 183,362	(183,362)	\$ -	\$ 1,582,603	11.59%
2016	209,515	(209,515)	-	1,517,088	13.81%
2017	227,073	(690,642)	(463,569)	1,296,176	53.28%
2018	190,183	(190,183)	-	1,285,438	14.80%
2019	123,337	(123,337)	-	1,469,433	8.39%
2020	137,639	(137,639)	-	1,507,323	9.13%

*Amounts presented above were determined as of 6/30. Additional years will be presented as they become available.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Eastern Sierra Transit Authority
Bishop, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Eastern Sierra Transit Authority (ESTA), as of and for the year ended June 30, 2020, and the related notes to the financial statements, and have issued our report thereon dated January 7, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered ESTA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of ESTA's internal control. Accordingly, we do not express an opinion on the effectiveness of ESTA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we conder to be material weaknesses. However, material weaknesses may exist that have not been identified.


Board of Directors
Eastern Sierra Transit Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether ESTA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Roseville, California
January 7, 2021



**REPORT ON COMPLIANCE OVER FINANCIAL REPORTING BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH THE STATUTES, RULES,
AND REGULATIONS OF THE CALIFORNIA TRANSPORTATION DEVELOPMENT ACT
AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS OF THE LOCAL
TRANSPORTATION COMMISSION**

Board of Directors
Eastern Sierra Transit Authority
Bishop, California

We have audited the financial statements of the Eastern Sierra Transit Authority (ESTA) as of and for the year ended June 30, 2020 and have issued our report thereon dated January 7, 2021. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

As part of obtaining reasonable assurance about whether the Eastern Sierra Transit Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Additionally, we performed tests to determine that allocations made and expenditures paid by the Mono County Local Transportation Commission and Inyo County Transportation Commission were made in accordance with the allocation instructions and resolutions of the Commission and in conformance with the California Transportation Development Act. Specifically, we performed each of the specific tasks identified in the California Code of Regulations Section 6667 that are applicable to the Eastern Sierra Transit Authority. In connection with our audit, nothing came to our attention that caused us to believe the Eastern Sierra Transit Authority failed to comply with the Statutes, Rules, and Regulations of the California Transportation Development Act and the allocation instructions and resolutions of the Local Transportation Commission. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion.

Board of Directors
Eastern Sierra Transit Authority

This report is intended solely for the information and use of the Eastern Sierra Transit Authority, the Mono County Local Transportation Commission, the Inyo County Local Transportation Commission, management, the California Department of Transportation, and the State Controller's Office and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Roseville, California
January 7, 2021

STAFF REPORT

Subject: Ridership Report December 2020
Presented by: Phil Moores, Executive Director

Executive Summary

Overall ridership decreased by 75% December compared to last year. The normally strong Mammoth Fixed Routes are the cause for the bulk of the reduced ridership.

RIDERSHIP COMPARISON				
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Dec-20	Dec-19	Variance	% Change
Mammoth Express	178	630	-452	-71.7%
Lone Pine Express	151	222	-71	-32.0%
Lone Pine DAR	415	417	-2	-0.5%
Tecopa	0	10	-10	-100.0%
Walker DAR	13	26	-13	-50.0%
Bridgeport to G'Ville	5	24	-19	-79.2%
Benton to Bishop	4	33	-29	-87.9%
Bishop DAR	2,284	3,816	-1,532	-40.1%
Nite Rider	78	404	-326	-80.7%
Mammoth FR	4,565	24,999	-20,434	-81.7%
Mammoth DAR	88	183	-95	-51.9%
Reno	308	625	-317	-50.7%
Lancaster	139	419	-280	-66.8%
MMSA	26,001	105,606	-79,605	-75.4%
TOTALS	34,229	139,220	-104,991	-75.4%
PASSENGERS PER SERVICE HOUR				
REPORT MONTH - THIS YEAR/LAST YEAR				PAX MILES/ SVC HOUR
Route	Dec-20	Dec-19	% Change	
Mammoth Express	2.14	7.79	-72.6%	
Lone Pine Express	1.49	2.16	-31.2%	
Lone Pine DAR	2.69	2.84	-5.1%	
Tecopa	0.00	0.83	0.0%	
Walker DAR	0.13	0.22	-38.8%	
Bridgeport to G'Ville	0.08	1.38	-94.5%	
Benton to Bishop	0.45	1.89	-76.3%	
Bishop DAR	2.56	4.15	-38.3%	
Nite Rider	2.70	5.99	-55.0%	
Mammoth FR	5.21	27.64	-81.2%	
Mammoth DAR	0.47	1.03	-54.6%	
Reno	1.10	2.29	-51.9%	81.58
Lancaster	0.60	1.84	-67.6%	64.14
MMSA	13.87	48.35	-71.3%	
Total	7.00	26.37	-73.4%	

	Dec-20	Nov-20	Percent Change	Dec-19	Percent Change
PASSENGERS					
Adult	30,184	18,096	66.8%	121,981	-75.3%
Senior	1,247	1,176	6.0%	1,880	-33.7%
Disabled	364	381	-4.5%	641	-43.2%
Wheelchair	82	129	-36.4%	315	-74.0%
Child	2,294	1,265	81.3%	13,784	-83.4%
Child under 5	58	75	-22.7%	619	-90.6%
Total Passengers	34,229	21,122	62.1%	139,220	-75.4%
FARES	\$17,586.90	\$16,065.35	9.5%	\$35,775.40	-50.8%
SERVICE MILES	77,712	59,238	31.2%	81,486	-4.6%
SERVICE HOURS	4,887	3,436	42.2%	5,279	-7.4%
Passengers per Hour	7.00	6.15	13.9%	26.37	-73.4%

STAFF REPORT

Subject: ESTA Annual Report FY19-20

Initiated by: Phil Moores, Executive Director

BACKGROUND:

The Joint Powers Authority agreement requires the submission of an annual report after the close of the fiscal year. With the fiscal audit in the final steps of completion, the financials of FY19-20 are fixed and ready for reporting. The annual report includes information on ridership, costs, revenue, and expenses.

ANALYSIS/DISCUSSION:

ESTA has several exciting projects underway that started way back in FY19-20 and is hopeful for more. The Bishop Operations Facility architectural and engineering planning will begin shortly. We are striving for a ground breaking on the new building next fiscal year. Staff is looking forward to new and more spacious offices. The Short-Range Transit and Coordinated Human Services Plan RFP is being prepared for issue. This plan guides ESTA's direction for the next five years. Also, we are applying for a Caltrans grant to fund a transition to zero-emission vehicles and are hopeful for success.

While the Covid-19 pandemic is taking a bite out of our revenue, FY19-20 ended with a budget surplus and ESTA reserves remain strong in 2021, and the fiscal audit ended without significant findings.

The difficult decision to cancel the Reds Meadow Shuttle in the summer of 2020 must be revisited in the Spring of 2021. It is still unclear how social distancing rules will affect the summer's service. You may recall, that severely limited loads on the buses made the business model untenable.

The Unmet Needs process in FY19-20 resulted in the extension of Bridgeport to Gardnerville route. The route now goes to Carson City upon request.

Training in late FY19-20 was interrupted by Covid-19 and continues to be a challenge. Virtual training sessions are scheduled and our plan is to record the sessions for viewing by absent drivers.

Administrative staff performance evaluations will be designed and implemented for the coming fiscal year, and a written succession plan is still forthcoming too.

A customer survey provided the following data:

Category	Poor	Average	Good	Excellent	No Answer	Average
Drivers Courtesy & Competency	0	0	12	89	1	3.88
Phone Courtesy & Competency	1	0	15	80	6	3.81
Reliability & On- Time	0	4	19	79	0	3.74
Cost To Ride	1	6	22	71	2	3.63
Service Coverage	0	4	19	79	0	3.74
Schedules	1	8	32	61	0	3.50
Safety	0	0	14	88	0	3.86
					overall	3.74

The overall score of 3.74 out of 4.00 is reflective of the hard work and attitude of the ESTA employees. Here is a sample of the comments from the surveys:

- Great Job!
- You guys do an outstanding job...Bus driver Mike is a model for high standards of professionalism as a driver and person
- The drivers need to wait till the elderly passengers are seated and their bags are secure before they start to drive off. The buses go to fast by the covered stops so they miss the people if they are seated.
- Bus drivers are extremely courteous & very alert to traffic & people waiting. The bus has never missed me. Even when visibility is poor from (snow etc)
- We love the bus and the bus people. Y'all are the best
- You guys are the best. I like this bus
- Give ESTA staff free coffee & donuts
- Great Service!!
- I have a car. Riding ESTA is such a positive & safe alternative. I don't drive very much. It is like a carpool to take ESTA to work & home again. The ESTA to/fm Bishop is a life saver
- Born & Raised in South Cal. Moved up here 2 1/2 yrs ago. Have a car but our service is good & it's very good. Thanks
- (name of driver) needs to retire. He keeps flying past stops.
- The Drivers are awesome! Down to earth, real, friendly & personable
- Thank you for being available
- I love ESTA. I take buses every day in Mammoth, and I take the Mammoth Express two times a week.
- (comment only- no survey scored) I never heard back on confirmation of my reservation request, so I never made the trip. I know there are not normal times, with Covid and the fires but I would strongly recommend that when circumstances allow, ESTA needs to look not an update of its reservation system. Your actual service has been great, but communication is a little clunky
- The reservation system is broken. I submitted a request after hours on a Friday, expecting a return email on Monday. I called on Wednesday and got the last available seat. Never heard anything as a response to my original email. I got lucky. The folks make the reservation and processing the payment on the phone were apologetic and nice. I think you should invest in automating reservation system so that real time

reservations/payments can be made online. I understand ESTA may be a relatively small operation but that's become an expectation from the traveling public. Other than that everything was fine.

- The only "issue" I had was the driver barely used his mask. Nor did he enforce it with other riders. I know it's a tough time right now but I found it discouraging and dangerous to not be enforcing this especially on a bus that could promote community spread. Other than that I LOVE ESTA. you guys rule.
- I believe it would be easier to make reservations and pay tickets online instead of waiting for a callback. Then make the payment after you called.
- Local people should have a discount on the different travel sections, especially those with long traffic.
- The driver was wonderful and so nice!
- Possibly letting us know when stops will be longer for bathroom etc. Took it SOBO and BOBO. Reno to LP and then Independence to Reno. Long trip. Nice to know the next stop will be for 10mins and to take a bathroom break then.
- This was my first time using ESTA, and you guys got me to/From Reno for my JMT hike, saving me lots of time and expense. Drivers were very courteous, and the buses were clean! My only wish is that there was a way to charge electronics while en route. Thanks for a great experience!
- I only use the 395 bus. I live in LA and use it with metrolink to get to the eastern sierras with a bicycle. It's a long ride, but comfortable, and reasonable. Syncs up well with metroline.
- I have only used the Lone Pine to Reno shuttle when I come off trail, but that has worked well for me.
- I appreciate the service you provide. Operating public transit in a rural area is a tough job. We use the transit to return home after a backpacking trip. It save our group from having to drive an additional 5 hours to shuttle our vehicle. The buses were comfortable and on time. Thanks again for your serve.
- Great trip. I can't wait to do it again.
- Was super happy to be able to change my reservations to a day earlier as I completed the JMT early. Having a save, reliable transport at the end of an incredible hike was fantastic...thank you!
- Excellent service
- Keep driver Mike! He is top quality.
- The service was excellent. I used it for my son coming off the Whitney. However, I ordered and paid for a ticket on Tuesday evening for Wednesday morning ride. The driver did not have his name on the manifesto so my son paid again. We were happy the driver let him on though.
- Was surprised that a cutaway picked us up and not a full-size over the road coach like YARTS uses. Was glad that one stop had a restroom. First operator was friendly. The second was a little gruff but a safe Operator. Really appreciated the service. Thank you.

- We traveled from Reno to Lone Pine 6 hrs. We had to ask our driver to stop to use a restroom. I would think that rest stops/restroom stops would be part of the route. But overall the bus ride was good.
- The driver asked if I was connecting to YARTS and let me off right across the street from their pickup to save me a walk. Greatly appreciate it!
- I love your guys! Drivers are amazing, response time is prompt for emails. Wish I lived in the Sierra so I could ride you guys more.
- Thank you very much Carla for picking me up every day my son and me we really appreciate Carla and the Eastern Sierra Transit. Thank youuuu
- Carla & others are great- too bad no weekends or more hours after 3:00- we need this bus!
- Weekends
- I've utilized the Inyo Mono Transit for 15 years & I'm always extremely pleased not only with the service but the fact it exists. Carl is the absolute best! Thank you for your service if you guys could add Saturday that would be best!
- For me you're the best
- We need night rider more days a week and longer hours
- Without your services I would be unable to function. Thank God for your services! It would be unreasonable for you to run on my schedule wouldn't it? I think your schedules serve most of us very well!!
- More Availability
- Cost is too high. Bus only gives seniors discounts. On time isn't so good at times- been late a lot to work. Need to post in the bus when there not running on Holidays. I missed work not knowing bus isn't running
- Without this service my wife and I and others would be limited. We could go anywhere
- DAR, Drivers and Dispatch are the best! My mother and I love the service, drivers and all who help to make Bishop run efficiently, and effectively. Take Care! CeCe & April
- I am handicapped in a wheelchair and very reliant on ESTA for Transportation your drivers and staff me for the last 17 years. I am grateful for the service to keep me independent and the night rider on Rfi, Sat is great. I wish we had a bus from 6-10 pm every night so some of us can go out at night. Please consider. A night rider every day of the week. Thank you very much
- It would be more convenient to have later service times on week days and Sundays

The ESTA fleet size is not optimal in that we have too many older buses as spares. Once we receive the new cutaways, the older buses will be retired. This will optimize our fleet size and reduce maintenance costs.

ESTA's IT is satisfactory, but would benefit from some new technology. The upcoming Short-Range Transit Plan will evaluate our systems and make

some recommendations for upgrades. Mobile ticketing and payroll software are among the top priorities.

The following tables summarize the performance and state of ESTA at the end of FY19-20, June 30, 2020.

System Stats				
Fiscal Year	18	19	20	Var
Ridership	1,076,085	1,123,614	880,531	-21.63%
Service Hours	58,287	58,340	52,466	-10.07%
Revenue Miles	961,034	944,357	863,766	-8.53%
Fare Revenue ¹	1,899,354	2,011,500	1,808,606	-10.09%
Subsidy Revenue ²	3,062,731	3,060,994	3,488,148	13.95%
Operating Expenses	4,623,575	4,454,065	4,433,259	-0.47%
Preventable Accidents	15	22	13	-40.91%
Maintenance Expense ³	550,469	566,724	609,460	7.54%
KPI's				
Fiscal Year	18	19	20	Var
Farebox Recovery	41.08%	45.16%	40.80%	9.93%
Subsidy per Passenger	\$2.85	\$2.72	\$3.96	-4.28%
Maintenance Cost per Mile	\$0.57	\$0.60	\$0.71	4.77%
Passengers per Hour	18.5	19.3	16.8	4.32%
Accidents per 100,000 Miles	1.56	2.33	1.51	49.26%
Cost per Hour	\$79.32	\$76.35	\$84.50	-3.75%

Reduced service hours and ridership absorbed the still required expenses and resulted in increases in cost per hour and subsidy per passenger. The Maintenance cost increase is the most notable item. The cost went up dramatically despite the reduced service hours and miles. This highlights the importance of replacing the aging fleet with new vehicles. Our fleet of cutaway buses is receiving an infusion of new vehicles, but the heavy-duty buses and trolleys in Mammoth are in serious need of replacement.

Revenues remained strong from funding sources, fuel and oil expenses were reduced, and the overall expenses were reduced due to cancelled services in the spring.

Revenues				
Fiscal Year	18	19	20	Var
Passenger Fares	905,063	985,620	916,764	-7.0%
Local & State Funds	1,702,091	1,824,239	1,988,979	9.0%
Federal Funds	483,684	404,990	517,195	27.7%
Contract Services	1,854,362	1,838,603	1,767,535	-3.9%
Other	61,139	124,453	108,791	-12.6%
total	5,006,339	5,177,905	5,299,264	2.3%
Operating Expenses				
Fiscal Year	18	19	20	Var
Salaries & Benefits	2,278,406	2,412,360	2,383,312	-1.2%
Insurance	601,979	534,066	539,694	1.1%
Fuel & Oil	454,960	475,648	409,337	-13.9%
Maintenance	550,470	566,725	609,460	7.5%
Other	737,760	1,189,106	491,455	-58.7%
Capital Replacement	175,030	170,520	158,990	-6.8%
total	4,623,575	5,177,905	4,433,258	-14.4%

STAFF REPORT

Subject: Strategic Business Plan Report

Initiated by: Phil Moores, Executive Director

BACKGROUND:

In August 2020, the ESTA Board approved a Strategic Business Plan for the agency. The document is scheduled for review in 2023. The Plan refreshed the organizations mission, vision, and performance goals.

ANALYSIS/DISCUSSION:

Several goals are under development, such as staff evaluations, a formal succession plan, zero emissions plan, and preventative maintenance measurement. On-time performance is not meeting goals, but with training this can be improved. Training has fallen behind due to COVID-19 challenges, but virtual training is scheduled and the recording will be used.

Attached is the current ESTA performance dashboard and full Strategic Business Plan.

Category	Standard	Reporting Cycle	Target	Current	YTD	GOAL
SAFETY	Accidents	Quarterly	1.00 per 100k miles	0.51	0.74	
	Safety Hazards	Quarterly	Address All	yes	yes	
	Injuries	Quarterly	3-lost work, 3-med only	0,1	0,1	
	Customer Perception	Annual	90%	95.2%		
SERVICE QUALITY AND EFFICIENCY	Productivity	Quarterly	FR-17, IFR-2, DAR-3, LL-4	9.6,1,2.5,.3	8.6,1.3,2.1,.5	
	Service Delivery	Quarterly	99%	99.09%		
	On Time Performance	Quarterly	DAR-90%, IFR-80%,FR-90%	xx,45,78		
	New Service	Annual	Research New Ideas	yes	yes	
	Comments	Quarterly	0.075	0.076	0.104	
REVENUE AND RESOURCES	Constrained Budget	Monthly	At or Under Budget	yes	yes	
	Audit Findings	Annual	No Findings	0	0	
	Capital Purchase	Annual	Subjective	yes	yes	
HUMAN RESOURCES	Recruiting	Biannual	Subjective	yes	yes	
	Training	Annual	Annual Hours	no	no	
	Performance	Annual	Evaluations*	under construction		
	Internal Policies	Annual	Address All	ongoing		
	Succession Plan	Annual	Address All	under construction		
FLEET AND FACILITY	Vehicle Replacement	Annual	Active Fleet-75%	89%		
	Road Calls	Quarterly	3 per 100,000 miles	3.1	4.4	
	Attractiveness	Annual	90%			
	Maintenance	Quarterly	various	87%	87%	
	Optimal Fleet Size	Annual	Dispose of Excess	no	no	
INNOVATION AND DESIGN	IT Program	Annual	Subjective	yes	yes	
	Bishop Building	Quarterly	Facility Completed	under construction		
	Zero Emissions	Quarterly	Plan Completion	under construction		
LEADERSHIP	Funding Partners	Annual	ED Evaluation	yes	yes	
	Stakeholders	Annual	ED Evaluation	yes	yes	
	SBP Communication	Annual	ED Evaluation	yes	yes	

Eastern Sierra Transit Authority **FY2021-23 STRATEGIC BUSINESS PLAN**

Executive Summary

This Eastern Sierra Transit Authority (ESTA) FY2021-23 Strategic Business Plan is a guiding document intended to define goals and objectives, and to measure and track ESTA's performance. It is a three fiscal year Plan incorporating both new and revised standards. It is anticipated that this Plan will be reviewed and revised again (as necessary) in mid-2023 to reflect changing conditions.

Background

In February 2020, members of the ESTA Board and ESTA staff held a workshop to craft the elements of the first ESTA Strategic Business Plan. The major components of the Plan are the ESTA *Vision Statement*, *Mission Statement*, *Business Direction*, and *Goals and Objectives*. Staff uses the *Standards of Excellence* in the Plan to help guide the organization toward meeting goals and objectives through measurable *Key Performance Indicators*. The goals and objectives are premised on the following components:

Vision Statement

ESTA is providing high quality regional transportation to the residents and visitors while creating the most enjoyable and productive employment experience possible. All this is accomplished while providing good stewardship of public funds and demonstrating a deep respect for those we serve.

Mission Statement

The Mission of ESTA is to provide safe, reliable, and customer friendly transportation services to the Eastern Sierra Region. This improves and enhances the quality of life for the residents and visitors of the area by reducing greenhouse gases, reducing traffic congestion, providing much needed mobility, supporting the economy, and helping the environment.

Business Conditions

COVID-19, Employee attraction and retention, vehicle maintenance and replacement, and sustainable revenue define the challenges of the current business environment for ESTA in the coming years.

Creating housing for residents and employees has become a critical challenge for community leaders as home prices have risen and available land decreases. Attracting and retaining ESTA employees is directly connected to the scarcity and high cost of housing.

ESTA vehicles are aging at an alarming rate. The majority of our vehicles are beyond their useful life. This means the costs of repair and maintenance will rise, making the accumulation of reserves for vehicle purchasing difficult. Compounding this challenge is California's Innovative Clean Transit (ICT) Rule which requires ESTA to purchase 25% zero emissions vehicles in 2026, and 100% zero emissions vehicles in 2029. Currently, the ICT limits the requirement to vehicles over 14,000 lbs. Only the smallest vans and cutaways are less than 14,000 lbs.

The transit revenue landscape is ever changing and uncertain. Each political administration brings its own values and priorities to the highest office of the nation and the state. Gasoline fuel tax revenues are dropping as vehicles become more efficient and technology introduces new fuel sources to the market. A vehicle miles tax, based on individual road usage, is being discussed as an alternative to inject life back into the much-needed transportation revenue stream. How transit benefits from this new revenue source will be an important mission for transit leaders and voters.

The Bishop Airport commercialization is a big unknown with many leaders in both counties discussing the best plan. Rental cars, rideshare, luxury buses, and shuttles will evolve into a mix of services determined by price and passenger choices. ESTA's role in providing air passengers with ground transportation will need to be considered carefully.

Finally, the outbreak of the COVID-19 virus has decimated transit ridership and it is unknown when the full return of passengers to public transit will occur. New measures to keep vehicles and passengers safe is playing a part in building public confidence. Ultimately, a vaccine would have the greatest positive effect on ridership.

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Business Direction

1. Safety

"Safety First" is more than a cliché. Our most valuable asset is our personnel. Second are our investments including vehicles, office

equipment, software, security systems, and structures. The preservation of all this is our most important goal.

2. Ridership

Without our passengers we have no business. We will approach our customer service with an attitude of dignity and respect toward all we serve. We will look for opportunities to increase ridership and better serve all the communities within our service area.

3. Image and Partnership

ESTA's image and reputation is a hard-earned commodity that pays dividends in employment and credibility. This, in turn, supports our partnerships which enable us to conduct our business. Our riders and partners depend on us to deliver services with integrity and respect. Communication is another key aspect of good image and partnership.

4. Finance

Financial responsibility is necessary to achieve all of ESTA's business goals. Good stewardship of the public funds includes transparency and honesty in every transaction.

5. Fleet and Facility

We will operate and maintain a modern and clean fleet and facilities that will be pleasing to our customers and a source of pride for our employees and our communities.

6. Innovation and Design

Exploring new technologies and accepting new methods of conducting business is critical to growth and being competitive.

7. Human Resources

Employees are the heart and soul of ESTA. Professional development, communication, and adherence to laws and policies is critical to maintaining an excellent workplace.

Focused 2021-23 Strategic Business Plan Goals and Objectives

Goal 1: Safety

Objective:

1. Protect ESTA's employees, customers, and assets through careful and safe delivery of services.

Goal 2: Increase Ridership

Objectives:

1. Ensure that persons with disabilities, low income, and seniors have adequate mobility.
2. Implement service alternative recommendations from ESTA's Short Range Transit Plan, the Regional Transportation Plan and other technical studies completed in each region in the Counties.
3. Continue to explore alternative transit routes and modes using emerging technologies to address underperforming and rural needs.
4. Evaluate route scheduling to maximize the convenience of transfers between the various transit services in the region.

Goal 3: Improve Image and Partnership

Objectives:

1. Build ESTA's reputation as a premier employer.
2. Develop a well-executed image-building campaign with a recognizable brand for public transportation.
3. Continue successful partnerships with communities, cities and counties, other public agencies, businesses and schools.
4. Complete an annual Community Survey to address current and potential customer needs.
5. Complete an annual Employee Survey to address workplace needs.

6. Improve public communications and information about ESTA services, and seek input through public outreach.

Goal 4: Ensure Financial Success

Objectives:

1. Oversee the budget with a constrained and sustainable approach, while maintaining healthy reserves.
2. Secure reliable funding.
3. Secure capital improvements such as facilities and vehicles to insure the long-term viability of ESTA.
4. Ensure fair compensation for employees and communicate ESTA's employment benefits clearly.

Goal 5: Conduct Planning and Improve Efficiency

Objectives:

1. Consolidate and streamline operations and administrative policies to improve efficiency and effectiveness of public transportation throughout the region.
2. Promote public transportation as part of the lifestyle evolution needed to confront climate change.
3. Develop a Short Range Transit Plan that covers the region and addresses transportation issues.
4. Develop a Coordinated Human Services Plan targeting people with disabilities, older adults, and people with low incomes that addresses any gaps in service or underserved populations.
5. Meet or exceed KPIs that include the following Standards Categories: Service Quality and Efficiency, Resources and Revenue, Safety, Human Resources, Fleet and Facilities, Leadership.
6. Begin the engineering and design phase for a long-term operations facility in Bishop. Secure grant funding and other financing to construct the facility by the Fall of 2021.

Goal 6: Explore Innovation and Design

Objectives:

1. Sustain and continue to improve the Intelligent Transportation Systems (ITS) program to improve service quality and provide efficiencies.
2. Begin planning for a zero emissions fleet at Mammoth, Bishop, Walker, and Lone Pine Bus Yards. Develop site infrastructure plans in coordination with The Town of Mammoth Lakes, Inyo and Mono Counties, and The City of Bishop.
3. Identify and secure funding to sustain and expand the ITS Program.
4. Track and manage zero emission vehicle maintenance, expenses, performance, and replacement.

Goal 7: Improve Operations and Measurement

Objectives:

1. Achieve ESTA Key Performance Indicators (KPIs) to improve existing service (On Time Performance, Customer Comments, Service Interruptions, Vehicle Collision Rate, etc.).
2. Continue to analyze data to improve service efficiencies and effectiveness.

Focused 2021-23 Strategic Business Plan

Standards of Excellence

Section 1: Safety

We recognize the tremendous importance of safety in the operation of ESTA service to our customers and communities. Therefore, the safety of our customers and employees will be an organizational priority and we will be proactive in promoting system safety.

Standard 1: Rate of preventable vehicle collisions will not exceed 1.0 per 100,000 miles.

Measurement: Objective.

- Rate shall be tracked monthly and reported quarterly to the ESTA Board.

Standard 2: Address all safety hazards identified by the Safety Committee.

Measurement: Objective.

- List shall be compiled with action items and timelines and reported quarterly by the Executive Director to the Board.

Standard 3: Preventable workers compensation lost-time claims will not exceed 3 annually, and preventable medical-only claims will not exceed 3 annually.

Measurement: Objective.

- All work comp claims shall be duly investigated and immediately reported by the Administration Manager to our carrier. Measured and reported quarterly by the Executive Director to the Board.

Standard 4: Customer and community perception of system safety will be at least 90%.

Measurement: Objective.

- As measured in an annual Community Perception Survey and reported by the Executive Director to the Board.

Section 2: Service Quality and Efficiency

We will deliver dependable, customer focused and efficient transit services to the communities that we serve. Further, we will look for opportunities to deploy innovative new service within budgetary constraints.

Standard 1: The Productivity (passengers per vehicle service hour) standards are presented below for regularly-scheduled services:

- A. Regional intercity fixed-route services shall be 2.0 or greater.
 - 395 Reno
 - 395 Lancaster
 - Mammoth Express
 - Lone Pine Express

- B. Local fixed-route shall be 17.0 or greater.
 - Mammoth Lakes fixed routes (Summer and Winter)

- C. Dial-a-Ride services will be 3.0 or greater.

- D. Life-Line services will be 4.0 or greater.
 - Tecopa
 - Bridgeport to Carson City
 - Benton to Bishop
 - Walker to Mammoth

- E. Market Development routes will be assessed on a three-year schedule.
 - Year one is to be considered a marketing year with efforts to communicate the existence and purpose of the service.
 - Year two will indicate the potential of the service with ridership either increasing or decreasing from year one.
 - Year three will be the final year of the pilot designation of the service. This year may not be delivered if year two experiences declines in ridership without obvious and significant reasons for the decline.

Measurement: Objective.

- Reviewed monthly and reported quarterly by Executive Director to the Board.

Standard 2: The Service Delivery rate for all regularly-scheduled services shall be 99% or greater.

Measurement: Objective.

- Reviewed monthly and reported quarterly by Executive Director to the Board.

Standard 3: On-Time Performance (OTP) – Where technology is not available for measuring OTP, manual observations may be conducted. “On Time” for Fixed Route (Intercity 395 Routes and Express Routes) is defined as less than one minute early and no later than 6 minutes after any published time.

- Dial-a-Ride services shall be 90% or greater with trips less than 30-minute wait time.
- Express and Intercity Regional Fixed Route services shall be 80% or better.
- Local fixed route services shall be 90% or better.

Measurement: Objective.

- Reviewed monthly and reported quarterly by Executive Director to the Board.

Standard 4: ESTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions.

Measurement: Subjective.

- Reported annually by the Executive Director to the Board.

Standard 5: ESTA will measure customer comments taken by phone, email, and verbal report. Compliments will not be included in the ratio, but will be reported separately. The standard is .075 comments per 1,000 boardings.

Measurement: Objective.

- Reviewed monthly and reported quarterly by the Executive Director to the Board.

Section 3: Revenue and Resources

While providing excellent service to our customers and communities, we will do so within the financial resources available to us. The financial health of the organization will not be compromised, and we will work to deliver good value for the taxpayers’ investment in ESTA.

Standard 1: The annual operating budget will be based upon projected revenue and the total operating cost will not exceed the budget adopted by the Board.

Measurement: Objective.

- Tracked monthly in financial statements and reported monthly by the

Administrative Manager to the Board.

Standard 2: No significant annual fiscal and compliance audit findings.

Measurement: Objective.

- Administrative Manager will report any negative audit findings to the ESTA Board as they occur and take measures to correct them.

Standard 3: Ensure that all capital procurements provide good value to our customers and our employees.

Measurement: Subjective.

- Evaluated through annual Community Perception Survey, feedback from communities and review of the 5-year capital program by the ESTA Board.

Section 4: Human Resources

Our employees are the foundation of the organization. We will support our employees in achieving excellence through training and development, teamwork, and continuous efforts at effective communication while treating each with integrity and dignity.

Standard 1: Recruit, promote and retain highly qualified employees to achieve our service standards.

Measurement: Subjective.

- Biannual assessment by Administrative Clerk and reported to the Board.

Standard 2: Provide continuous development of skills and capabilities through ongoing training and development programs that foster personal and professional growth. Training plans are developed as part of annual budget-making process, according the following minimum standards:

- A. Utility: 8 Hours per Utility person annually.
- B. Operations Supervisors: 24 Hours annually.
- C. Bus Operators: 8 Hours Annually.
- D. Administration: 24 Hours per employee annually.

Measurement: Objective.

- Supervisor evaluates annually for achievement of training objectives and reporting to the Board.

Standard 3: Support employees through creating a work environment which promotes professional development and encourages performance.

Measurement: Objective.

- Provide annual performance evaluations to administrative staff.
Conduct annual Employee Survey and report to the Board.

Standard 4: Continue to develop ESTA policies, contracts, and procedures.

Measurement: Objective.

- Measured by completion and development of policies, contracts, and procedures. Reported annually by the Executive Director to the Board.

Standard 5: Develop Succession Plan to smooth staff changes and provide cross training for more efficient operations.

Measurement: Objective.

- Measured by development and progress of a Succession Plan.
Reported annually by the Executive Director to the Board.

Section 5: Fleet and Facility

We will operate and maintain a modern and clean fleet and facilities that will be pleasing to our customers and a source of pride for our employees and our communities.

Standard 1: If funding permits, ESTA will replace revenue vehicles when they reach the useful life minimums in terms of service years or miles. We will strive for 75% of the active fleet within their useful life years. Maintain a Five-year Capital Replacement Plan and Transit Asset Management Plan.

Measurement: Objective.

- Measured annually by the Executive Director and reported to the Board.

Standard 2: Road calls will not exceed 3 per 100,000 revenue service miles. A road call is defined as all mechanical or other vehicle-related failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover.

Measurement: Objective.

- Measured monthly and reported quarterly by the Executive Director to the Board.

Standard 3: Maintain a clean, attractive fleet. Maintain our facilities so that they are safe and appealing to customers and employees.

Measurement: Subjective.

- Measured annually by Employee and Customer Perception Surveys. Reported annually by the Executive Director to the Board

Standard 4: Achieve all federal and state-mandated maintenance minimums, as well as vendor recommended maintenance schedules, for our fleet and facilities. The following standards apply:

- A. No negative CHP Annual Terminal Inspection or TDA Triennial Performance Audit findings.
- B. Preventative maintenance schedules for all equipment shall be done on a timely basis
 - 3,000-mile intervals or 45 days for GPPV vehicles
 - 5,000-mile/60-day intervals for Mammoth fleet and Bishop Cutaways.

Measurement: Objective.

- As tracked by the Operations Supervisors, and reported quarterly by the Executive Director to the Board.

Standard 5: Optimize fleet size by disposing of excess vehicles as new vehicles are obtained.

Measurement: Objective.

- Reported annually by the Executive Director to the Board.

Section 6: Innovation and Design

Standard 1: Sustain and continue to improve the Intelligent Transportation Systems (ITS) program to improve service quality and provide efficiencies.

Measurement: Subjective.

- Measured by efforts to explore new technologies. Reported annually by the Executive Director to the Board.

Standard 2: Construct a new administration facility in Bishop by fall of 2021.

Measurement: Objective.

- Measured by the completion of the facility. Progress reported quarterly by Executive Director to the Board.

Standard 3: Begin planning for a zero emissions fleet at Mammoth, Bishop, Walker, and Lone Pine Bus Yards. Develop site infrastructure plans in coordination with The Town of Mammoth Lakes, Inyo and Mono Counties, and The City of Bishop.

Measurement: Objective.

- Measured by the completion of the Zero Emissions Plan.

Section 7: Leadership

We will strive to be one of the nation's leading small transit operators. We will work to maintain collaborative relationships within the industry, within our community, and with our stakeholders. We will develop future leaders from within our organization.

Standard 1: Maintain cooperative relationships with federal, state and local funding agencies.

Measurement: Subjective.

- Will be reviewed by staff and ESTA Board through Executive Director's evaluation.

Standard 2: Develop partnerships with stakeholders, community leaders and decision makers, while keeping them well informed of the integral role of ESTA and contributions to the communities that we serve.

Measurement: Subjective.

- Will be reviewed by staff and ESTA Board through Executive Director's evaluation.

Standard 3: Promote effective internal communications and promote the vision, mission, and values of the organization.

Measurement: Subjective.

- Will be reviewed by staff and ESTA Board through Executive Director's evaluation.

RECOMMENDATION

The Board is requested to accept the Strategic Business Plan report as information only.

Staff Report

To: ESTA Board of Directors
Prepared By: Phil Moores, ESTA Executive Director
Subject: Short-Range Transit and Coordinated Plans RFP

Background:

This request for proposals (RFP) is designed to elicit responses from planning firms interested in providing plans for ESTA's Short-Range Transit Plan and Coordinated Human Services Plan. The effort is funded by a successful 5304 Sustainable Transportation Planning grant award of \$113,372. The RFP has been reviewed by CJPIA and legal, and is currently under review by Mono and Inyo County LTC's. The draft RFP is attached, with dates still needing revision.

Recommendation:

Information item.



**Eastern Sierra Transit Authority (ESTA)
Request for Proposal for:
Update to the Inyo-Mono Counties
Coordinated Public Transit – Human
Services Transportation Plan AND
Short-Range Transit Plan**

Due Date: **January 15, 2021** at 5:00 pm to the attention of:
Phil Moores
Executive Director
Eastern Sierra Transit Authority (ESTA)
pmoores@estransit.com
703 Airport Road
Bishop, CA 93514
760.872.1901 ext. 12

*Proposals that are received after the due date and time will be returned unopened.
Consultants should submit both a technical and cost proposal, clearly marked with the name
of the RFP.*

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1.0.0 Scope of Work

NOTE: ALL MEETINGS REFERENCED MAY BE HELD VIRTUALLY IF CIRCUMSTANCES REQUIRE IT.

Grantee: Mono County Local Transportation Commission

Project Title: ESTA Short-Range Transit Plan & Coordinated Human Services Plan

Introduction

This project will provide a Short-Range Transit Plan and a Coordinated Human Services Plan (CHSP) for the Eastern Sierra Transit Authority (ESTA). These plans will be developed together into one document which meets the required elements of each plan. ESTA serves Mono and Inyo counties in California. A series of public workshops will provide input to inform the plans. This planning process provides an opportunity to merge certain aspects in the development of a SRTP and a CHSP for ESTA. This merging of tasks is expected to result in an overall cost savings. These plans will be used to guide ESTA's expenditure of resources and implementation of services for the following five years.

The scope of work shown below reflects the anticipated process and deliverables for ESTA's Short-Range Transit Plan and Coordinated Human Services Plan.

Responsible Parties

The Mono County Local Transportation Commission (MLTC) is the primary applicant as the RTPA in the region. However, ESTA, as the sub-applicant and intended user of the plans, will oversee the details of the plans with assistance from Caltrans, Inyo LTC, and MLTC.

Overall Project Objectives:

- Ensure transit programs are coordinated to improve overall mobility and access, particularly for seniors, persons with mobility challenges, and persons with low-income.
- Determine fixed-route services that should be provided. Are any of the existing services not meeting standards and should be reviewed? Is there ridership demand and financial resources to expand services, such as providing evening or weekend service?
- Determine areas of the community that truly warrant fixed route service, such as the City of Bishop and the Tri-Valley area.
- Find strategies that can improve the effectiveness of the Dial-A-Ride program, and explore the potential to shift ridership from DAR to the more cost-effective fixed-route services, particularly in Bishop.

- Ensure the overall transit program addresses the growing senior population of the community.
- Find potential increases in operating revenues, and evaluate the appropriateness of current fare and pass rates. Also, evaluate the contributions from the Town of Mammoth Lakes and the Mammoth Mountain Ski Area.
- Determine capital projects to pursue to achieve transit goals. For instance, what is the best strategy for bus replacement? What facilities (such as bus stop improvements or a maintenance facility) will be warranted in the future?
- Find Strategies that will improve bus driver retention.
- Evaluate the effectiveness and efficiency of the vehicle maintenance program, both currently, and considering the acquisition of electric vehicles.

1.1 Project Initiation

Establish regular reporting of project progress and challenges. Establish procedures and expectations for the grant and project.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.1.1: Caltrans Kick-off Meeting

ESTA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.

Responsible Party: ESTA

Task 1.1.2: Write RFP for Consultant Services

Complete an RFP process for selection of a consultant using the proper agency procurement procedures.

Responsible Party: ESTA

Task 1.1.3: Procure Consultant

Interview and select project consultant.

Responsible Party: ESTA

Task #	Deliverables
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1.1.1	Establish Invoicing and Quarterly Reporting. Meeting Notes.
1.1.2	Consultant RFP.
1.1.3	Executed Consultant Contract.

1.2.0 Review of Existing Conditions (SRTP and CHSP Specific)

The purpose of this task is to establish the existing conditions for transit services in the ESTA service area. It will be important to review existing plans and documents relating to transit; review demographic and economic conditions; and conduct a thorough evaluation of the current operations and management of the transit system.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.2.1: Review Transit Planning Documents

The Consultant will review transit planning documents and provide a brief summary of how each relates to the current project. At a minimum, the Consultant will review Regional Transportation Plans, the Transportation Improvement Program, California Transportation Plan, the most recent SRTP (2015), the 2014 Coordinated Public Transit – Human Services Transportation Plan, the Caltrans Regional Transit Plan and any documentation regarding Caltrans’ ongoing statewide rural Coordination Plan. The Consultant will also contact Washoe RTC, Kern Regional Transit, YARTS (just completed their SRTP), Ridgerunner Transit, Greyhound, and any other connecting transit system staff to review and obtain any documents regarding transit plans impacting ESTA’s service area.

Responsible Party: Consultant

Task 1.2.2: Evaluate Study Area Characteristics

A key basis of any transit plan is a thorough understanding of demographic characteristics and trends of the study area. This task will provide a demographic analysis of ESTA service area from the perspective of transit factors. Census data, American Community Survey data, social service agencies, and state agencies will be used to obtain existing and projected information about:

- General population
- Seniors (Age 65 to 74, 75 to 84 and 85 and above)
- Youth (Age 5 to 17)
- Disabled
- Automobile availability
- Low Income

Data will be provided for current demographics, and projections for demographic changes over the next twenty-five years will be evaluated. In addition, current and forecast future development patterns in the ESTA service area will be evaluated. The location of important transit trip generators, such as major employers, shopping areas, schools and elderly/disabled program centers will be identified

and their characteristics assessed. Land use patterns, such as the location of multifamily housing areas, will be considered. ESTA, MCLTC, and ICLTC staff will be contacted to generate a clear picture of development trends in the ESTA service area and their impact on the long-term demand for transit service.

Evaluate commute patterns for cities and towns along the Highway 395 and Highway 6 corridors. Collect and analyze the US Census Longitudinal Employer Household Dataset for both counties, by census place. This will be evaluated to identify overall existing commute patterns. Employment forecasts for each of the jurisdictions will be obtained and used to identify future changes in commuting patterns.

This task will also include the development of a summary of existing human service programs within the ESTA service area. While a full list will be developed with ESTA staff, our intention is to include the following:

- Senior service organizations
- Health and welfare organizations
- Area Agency on Aging
- Developmental disability organizations
- Tribal organizations
- School districts
- Vocational rehabilitation centers
- Community Action Programs
- Jobs training sites
- Healthcare facilities

For each organization, inventory current program sites, activities conducted at each site and estimated daily attendance/visitation. Transportation needs to and from each site should be discussed with organization representations. The goal of this sub-task will be to provide a summary of all mobility services in the ESTA service area, as a basis to identify potential gaps in service and opportunities to provide cost savings or service enhancements.

Responsible Party: Consultant

Task 1.2.3: Review of Transit Operations and Existing Transportation Services

The purpose of this task is to ensure the Consultant has extensive knowledge and familiarity with the ESTA transit system and all transportation services available in the area in order to best identify needs and develop service alternatives. The service area includes Reno, NV and Lancaster, CA. The Study Team will review the service area and characteristics of all public and private operators in the area. The Consultant will work with providers to update any information lacking from reports to provide a complete inventory and understanding of all transportation services.

A profile of the current services will be prepared by the Consultant to include the following:

- Name of operation, location, and ownership
- Type of operation (fixed-route and demand responsive)
- Service area and clients served
- Hours/days of operation and level of service

- Routes and schedules
- Existing fare structure and transfer agreements
- Number of passengers and passenger-trips served
- Operator's equipment and facilities, including existing fleet
- Staff (number of drivers, other positions)
- Estimated annual operating costs
- Existing funding sources (particularly public sources)
- Fueling and maintenance arrangements

This information will be summarized in text and graphic form, including service maps. As a whole, this information will provide a valuable resource for the remainder of the study.

Responsible Party: Consultant

Task 1.2.4: Existing Transit Service Performance, Ridership, Fiscal and Peer Analysis

The Consultant will conduct an in-depth route-level analysis of the existing transit service performance and ridership. Through an analysis of ridership data and operating and financial statistics gathered in previous Tasks, the Consultant will quantify the efficiency and effectiveness of existing services. In particular, the Consultant will identify the following:

- Current ridership trends (riders per hour and mile of service, by route or service type)
- Operating cost per revenue hour
- Farebox recovery ratio
- Average subsidy per passenger trip
- ADA compliance
- Dial-a-Ride reservation procedures
- 395 Route reservations procedures

The Consultant will then conduct a "peer analysis" of similar transit programs in the western U.S. An initial potential list of peers will first be developed, based on the following criteria:

- Total population
- Size of transit program, as measured by annual vehicle-hours
- Location relative to a large urban center
- Dependence on tourism

An initial list of potential peers will then be provided to ESTA staff for review and comment. After a final list of 5 to 7 peers are identified, the Consultant will collect available data regarding the span of service, service frequency, ridership, fleet size, annual operating vehicle-hours, annual operating costs (including cost per hour), annual fare revenues, and administrative staff to driver ratio (excluding maintenance staff, and including consultant services for general operating tasks). This data will be collected and summarized separately for fixed route and dial-a-

ride services. The Consultant will prepare a discussion of the various peer systems and how ESTA’s transit program compares.

Responsible Party: Consultant

Task 1.2.5: Improving Driver Retention

A major business challenge for transit agencies is driver retention, and ESTA is no exception. The high cost of driver training, overtime, and lack of institutional experience takes a big fiscal and operational toll. This task is to identify strategies to improve retention. Items such as driver shifts, full time vs. part time ratio, shoulder season, marketing, work environment, wages, and benefits should be considered. Cost versus benefit analysis should be provided and costs such as retirement, OPEB, and benefits included.

Responsible Party: Consultant

Task 1.2.6: Evaluate Maintenance Program

ESTA contracts with the Town of Mammoth Lakes, Bishop Ford, and Britt’s Automotive in Bishop for most of its maintenance needs. The result is a need for a very high spare ratio, high costs, and service delivery challenges. This task is to evaluate ESTA’s maintenance program and consider coordination opportunities with other entities, and potential development of inhouse maintenance. Provide information on the cost and benefit of transitioning to an electric fleet.

Responsible Party: Consultant

Task #	Deliverables
1.2.1	A summary of existing documents and their plan elements regarding impacts on ESTA transit services.
1.2.2	A comprehensive look at the study area characteristics, demographics and land use forecasts for the five-year time frame and a summary of existing human service programs.
1.2.3	A summary of transit services operating in the ESTA region.
1.2.4	A service map and performance analysis presenting the existing transit conditions. Separate summaries for fixed route and DAR services. Prepare a discussion of the various peer systems and how ESTA compares.
1.2.5	Driver retention report. Include cost vs. benefit analysis.
1.2.6	Maintenance Program report.

1.3.0 Public Outreach (SRTP and CHSP Specific)

Conducting Short-range/Coordinated Human Services Plans is an excellent opportunity to gain input from the community about transit and transit needs, as well as to give the community a greater understanding of the capabilities and limitations of their transit system. Under this task, there will be multiple approaches throughout the study to gain feedback from the community, and stakeholders in particular, about

their understanding of transit, their concerns about transportation needs, and their response to potential alternatives. See Section 7 of this scope of work for guidance on workshop details.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.3.1: Conduct Stakeholder Meetings

Under this task, the Consultant will work with Caltrans and ESTA staff to identify transit stakeholders, including underrepresented populations. Stakeholder examples are the Paiute Tribe, the ESTA Board, LTC's, The City of Bishop, The Town of Mammoth Lakes, United States Forest Service, National Park Service, Mammoth Mountain Ski Area, YARTS, IMACA, HHS, IMAH, Hospitals, SSTAC, and Caltrans. The consultant will conduct two Stakeholder meetings. One meeting will be conducted near the outset of the study to gather input on current transit conditions and needs, with a focus on the needs of social service programs. A second meeting will be held once the draft plan has been developed, for review and input. The Consultant will prepare agendas for each meeting for the ESTA staff to send out. ESTA staff will determine the meeting locations and set meeting dates. The Consultant will provide summaries of meetings.

Responsible Party: Consultant

Task 1.3.2: Conduct Public Meetings

In addition to Stakeholder meetings, the Consultant will conduct at least three Public Meetings to gather input regarding the current transit program. At a minimum, one meeting will be conducted early in the study process. The purpose of the meetings will be to provide information on the Consultant's findings regarding the effectiveness of current services, and discuss potential improvements and strategies. At ESTA's direction, additional meetings may be held to present the findings of the existing services review, and to present/discuss potential alternatives and coordination strategies. The consultant will provide summaries of the meetings. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Responsible Party: Consultant

Task 1.3.3: Develop Goals/Objectives/Standards/Demand Analysis

Develop system goals, objectives and performance standards. Conduct an ongoing strategic planning workshop with the ESTA Board of Directors, the LTC's, and ESTA staff. Consider the general role and direction of the agency over the next five years. This effort should evaluate and provide recommendations for the refinement of the current mission statement, goals, objectives, and performance standards to reflect the consensus of the Board.

Responsible Party: Consultant

Task #	Deliverables
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1.3.1	Provide stakeholder meeting agendas. Provide meeting summaries.
1.3.2	Conduct at least three public meetings. Provide meeting summaries.
1.3.3	Present goals, objectives, and performance standards based on stakeholder input.

1.4.0 Security/Technology (SRTP Specific)

Under this task, the overall ESTA system will be evaluated for operating and facility security and technology needs.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.4.1: Assess existing and potential technology.

Address operations and planning technology with the goal of improving measurement, management, employee tracking, maintenance, payroll, reporting, customer service, driver radio communication, and grant writing. Other considerations are dispatch software, mobile ticketing, and data tracking.

Responsible Party: Consultant

Task 1.4.2: Assess existing and potential safety and security.

Items such as security video, cash handling, and driver safety should be considered. Consider the Mammoth Yard winter de-icing/chaining and the slip and fall risk, and the Utility position work environments.

Responsible Party: Consultant

Task #	Deliverables
1.4.1	Technology report.
1.4.2	Safety and Security report.

1.5.0 Transportation Needs Assessment (CHSP Specific)

Federal guidelines require an assessment of needs for residents with disabilities, older adults, and low-income individuals. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.5.1: Existing Coordination of Services

Identify current coordinated services.

Responsible Party: Consultant

Task 1.5.2: Potential Coordination Opportunities

Identify potential coordinated service opportunities.

Responsible Party: Consultant

Task 1.5.3: Major Barriers in Coordination

Identify barriers in coordination.

Responsible Party: Consultant

Task 1.5.4: Duplications of Services

Identify duplication of services.

Responsible Party: Consultant

Task 1.5.5: Gaps in Service

Identify gaps in service.

Responsible Party: Consultant

Task 1.5.6: Capital Needs

Identify capital needs for ESTA as a CTSA, and for each Human Services organization.

Responsible Party: Consultant

Task #	Deliverable
1.5.1-5.6	Report to include details of 1.5.1-5.6.

1.6.0 Alternatives Analysis (SRTP Specific)

Under this task, service, capital, management, and financial alternatives will be developed and evaluated.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.6.1: Service Alternatives

Recommend service alternatives based on feedback from the public outreach and study analysis. Consider all ESTA services including Route 395, all DAR, Mammoth Fixed Route, charters, Highway 6 in the Tri-Valley, Reds Meadow, Lakes Basin, and Bishop Creek.

Responsible Party: Consultant

Task 1.6.2: Capital Alternatives

Evaluate key capital elements of the transit program serving Inyo and Mono Counties. Consider fleet improvements, bus stop improvements, vehicle disposal, ITS, and facilities.

Responsible Party: Consultant

Task 1.6.3: Management and Financial Alternatives, and Other Funding Sources

Determine modifications to performance standards and vehicle maintenance based on performance review, peer review, and Board input. Recommend fare alternatives based on information from fare structure of peer agencies. Identify other funding sources.

Responsible Party: Consultant

Task #	Deliverable
1.6.1	Service alternatives report.
1.6.2	Capital alternatives report.
1.6.3	Management and Financial alternatives, and other funding sources report.

1.7.0 Coordination Strategies (CHSP Specific)

This task is to define coordinated strategies intended to provide general guidance to the LTC’s, ESTA, Human Service Agencies (HSA), and other local leaders. The primary goal is to provide background information and demonstrate the need for transportation services that can be used for the purpose of securing grant funding in service of the specific needs of the region. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.7.1: Evaluation Criteria

Determine the criteria for ranking the proposed strategies. Guide workshop participants to rank strategies according to the evaluation criteria.

Responsible Party: Consultant

Task 1.7.2: Coordinated Strategies

Determine coordination strategies from previous coordinated plan and updated to address current gaps in transportation for persons with disabilities, older adults and low-income individuals. List strategies in priority order based on the public workshops.

Responsible Party: Consultant

Task 1.7.3: Implementation Plan

Establish priorities based on resources, time, and feasibility for implementing specific strategies and/or activities identified. Overall, the coordinated strategies are intended to spur creative use of existing resources and cost-effective

procurement of additional resources to best meet the mobility needs of older adults, low-income individuals, and persons with disabilities in Inyo and Mono Counties.

Responsible Party: Consultant

Task #	Deliverable
1.7.1	Defined evaluation criteria.
1.7.2	Prioritized coordinated strategies based on public input.
1.7.3	Prioritized coordinated strategies based on existing constraints.

1.8.0 Short Range Transit Plan (SRTP Specific)

Under this task will be the development of service, capital, management, financial, and implementation plans for the SRTP. The plans will guide the improvement of the public transit services in Inyo and Mono Counties over the next five years, within the constraints of realistic funding projections. This task should present the individual plan elements based on substantial discussions presented in previous scope of work sections and plan elements.

Conduct monthly face-to-face project team meetings with ESTA to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.8.1: Service Plan

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.2: Capital Improvements Plan

Transit services require ongoing capital investment in facilities and rolling stock. Capital investments in both vehicles and passenger facilities can attract additional riders, while improving the quality of service and safety/security of existing riders. In addition, new advancements in communications technologies can significantly benefit public transit programs. Address how fleet electrification will affect ESTA, and what the financial impact might be.

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.3: Management Plan

List the revised goals, objectives and standards resulting from the stakeholder and public outreach. These revisions should be more in line with current operating conditions, while still providing appropriate incentives to improve services.

Responsible Party: Consultant

Task 1.8.4: Financial Plan

The capital and service improvement recommendations are planned to be funded through a combination of fare revenues, state/federal grants, and local and private funding. This sub-task should consider:

- Forecasting of annual operating and administrative costs.
- Forecasting long term liabilities such as retirement and OPEB.
- Estimated ridership.
- Estimated farebox revenues.
- Estimation of the capital cost for vehicles, passenger amenities, operations, and administrative facilities (including the proposed new Bishop facility).
- Identify operating funding sources.
- Identify capital funding sources.

Responsible Party: Consultant

Task 1.8.5: Implementation Plan

Recommend a five-year implementation plan including operating and capital investments. List the recommendations by fiscal year.

Responsible Party: Consultant

Task #	Deliverable
1.8.1	Service enhancement plan report.
1.8.2	Capital improvements plan report.
1.8.3	Management plan report.
1.8.4	Financial plan report.
1.8.5	Implementation plan report.

1.9.0 Draft SRTP and CHSP Review/Acceptance

This task is intended to present a draft plan for the ESTA Board, ESTA staff, and LTC staff for review, comment, and direction.

Task 1.9.1: Draft SRTP and CHSP Review

Present SRTP and CHSP findings and recommendations to the Eastern Sierra Transit’s Board of Directors, ESTA staff, and LTC staff.

Responsible Party: Consultant

Task 1.9.2: CHSP Adoption

Based on the comments received, prepare the final CHSP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task 1.9.3: SRTP Adoption

Based on the comments received, prepare the final SRTP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task #	Deliverable
1.9.1	Present draft SRTP and CHSP for review.
1.9.2	Present final CHSP for adoption.
1.9.3	Present final SRTP for adoption.

1.10.0 Fiscal Management

This task is intended to establish fiscal responsibility for invoicing and reporting of project progress.

Task 1.10.1: Invoicing

Submit complete invoice packages to Caltrans district staff based on milestone completion-at least quarterly, but no more frequently than monthly.

Responsible Party: ESTA

Task 1.10.2: Quarterly Reports

Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

Responsible Party: ESTA

Task #	Deliverable
1.10.1	Invoices to Caltrans.
1.10.2	Quarterly Reports to Caltrans.

NOTE: ALL MEETINGS REFERENCED MAY BE HELD VIRTUALLY IF CIRCUMSTANCES REQUIRE IT.

2.0 INSTRUCTIONS TO PROPOSING FIRMS

2.1. SUBMISSION REQUIREMENTS:

Offerors shall submit one copy of the proposal for review via email. Proposals shall include, but are not limited to, the following information:

- At least three (3) examples of current work (transit-related work a plus). These examples should include transit planning documents done by agency personnel that will be assigned to this project.

- Contact names, email addresses, telephone, fax numbers of up to three (3) clients that may be contacted as references, for which similar services have been provided as referenced in this request for proposal.
- Proposals may have written material but may also include illustrations, photographs or PowerPoint presentation.

2.2. REVIEW & AWARD

To be considered for selection, respondents must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. After proposal review, a maximum of the three (3) most qualified firms may be invited for interviews.

Specific criteria for selection will include:

- Responsiveness and comprehensiveness of the proposal
- Understanding of project needs
- Qualifications and experience of the consulting firm and project team
- Work plan and schedule
- References
- Cost

2.3. DELIVERY OF PROPOSALS

Proposals must be received at ESTA's office prior to the due date and time identified. It is the sole responsibility of the proposing firms to ensure timely delivery of the submission. Submission is to be made electronically, via e-mail. Late submissions will not be considered.

Proposal should be sent by email to:

pmoores@estransit.com

RFP Due Date: xxxxxxxx, 2021 5:00 p.m. pst

RFP Name: ESTA Coordinated Plan and Short-Range Plan Update

2.4. DOCUMENTS

Review of Documents: Proposing firms are expected to examine all documents that make up the RFP. Proposing firms shall promptly notify ESTA of any omission, ambiguity, inconsistency or error that they may discover upon examination of the RFP. Proposing firms must use a complete RFP to prepare their response. ESTA assumes no responsibility for any errors or misrepresentations that result from the use of incomplete RFPs. Explanations or Clarifications: Any explanation, clarification, or interpretation desired by a proposing firm regarding any part of the RFP must be requested in writing from the Procurement Officer prior to the deadline established herein. Interpretations, corrections, or changes to the RFP made in any other manner are not binding upon ESTA, and proposing firms shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be sent to Phil Moores at pmoores@estransit.com. The document must clearly identify the proposing firm and

point of contact. Any written information given to one firm concerning the RFP will be furnished as an addendum to all firms.

2.5. PREPARATION OF RFP

Each proposing firm must furnish the information requested by the RFP, and on clearly referenced attachments as needed. RFPs submitted that do not respond to the information requested in the RFP package may be considered non-responsive. Any attempt to alter the wording in the RFP may result in rejection of the proposal response.

2.6. DELIVERY TIME (IF APPLICABLE)

Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any ESTA purchase. If the indicated date cannot be met, or the date is not indicated, the Respondent shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

2.7. PRICES

Proposal pricing shall be firm. In the event of a discrepancy between unit prices and extended prices, the unit prices shall govern. Proposed prices must be valid for a minimum of 90 days from the RFP due date.

2.8. SIGNATURE

The proposing firm must sign each document in the proposal requiring a signature. If addenda are issued, the proposing firm must acknowledge all addenda as part of their proposal.

2.9. PROPOSAL SECURITY

No proposal security deposit is required for this RFP

2.10. RFP PREPARATION COSTS

All costs associated with preparing an RFP shall be borne by the Respondent.

2.11. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL'S

Modification of RFPs: Proposals may be modified in writing at any time prior to the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information. Withdrawal of Proposals: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the firm) at any time prior to the due date. A proposal may also be withdrawn in person by a firm, provided the withdrawal is made prior to the due date. The firm must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date, unless there is a material error in the RFP. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. ESTA may require proof of agency from person withdrawing proposal.

2.12. EVALUATION FACTORS AND AWARD

ESTA will evaluate all proposals based on a combination of the detail of the scope that is presented, the tasks to be accomplished, schedule, budget, and overall value. ESTA will first examine the functional requirements to determine their conformance with the RFP. Any submissions that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, Respondents should exercise particular care in reviewing the required Submission Format as set forth in this RFP. Acceptance of this RFP and the subsequent proposal will be in the form of a contract. The contents of the proposal shall become a part of the contract. Under no circumstances will ESTA be responsible for goods or services provided without an acceptance signed by an authorized ESTA representative.

Reservations: ESTA expressly reserves the right to:

- a. Extend the RFP opening date and time;
- b. Consider and accept alternate proposals, if specified in the RFP documents, when most advantageous to ESTA;
- c. Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
- d. Waive any minor informality in any proposal or RFP procedure (a minor informality is one that does not affect the competitiveness of proposing firms);
- e. Add additional terms or modify existing terms in the RFP;
- f. Reject a proposal at ESTA's discretion;
- g. Reject or cancel any or all proposals;
- h. Reissue an RFP; and/or
- i. Procure any item by other means.

2.13. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL FIRM

Certificates of Insurance: When insurance is required, the successful respondent must provide certificates of insurance in the amounts and for the coverage required to ESTA within ten (10) business days after notification of award, or as otherwise required by the specifications.

2.14. NOTICE TO PROCEED

The successful Consultant will be required to furnish all requirements of this solicitation before work can begin on this project. ESTA will issue the selected Consultant a "Notice to Proceed" letter after all requirements has been satisfied, thereby, notifying the bidder when work can begin on this project.

2.15. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

2.16. CONTRACT

ESTA intends to award a contract for the project described in the Scope of Work. The Consultant acknowledges and understands that this contract is not effective until it has received all the requisite ESTA approvals and the Consultant shall not begin performing work under this contract until notified to do so by ESTA. The Consultant is entitled to no compensation for work performed prior to the effective date of this contract.

2.17. POINT OF CONTACT

The Executive Director, identified below, is the sole point of contact regarding the RFP bidding documents from the date of issuance until selection of the successful Consultant.

The point of contact for inquiries concerning this RFP is:

Phil Moores
Executive Director
Eastern Sierra Transit Authority (ESTA)
703 Airport Road (P.O. Box 1357, Bishop, CA 93515)
Bishop, CA 93514
760.872.1901 ext. 12
pmoores@estransit.com

2.18. PROCUREMENT SCHEDULE

The following dates are set forth for informational and planning purposes; however, ESTA reserves the right to change the dates.

Release RFP: February 15, 2021
Responses Due: April 15, 2021 5:00 p.m.
Finalize Contract: May 1, 2021
Notice to Proceed: June 1, 2021
Project Acceptance: November 1, 2021

2.19. QUESTIONS, REQUESTS FOR CLARIFICATION, AND SUGGESTED CHANGES

Consultants are invited to submit written questions and requests for clarifications regarding the RFP. Consultants may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received on or before 5pm, **January 2**, 2021. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. ESTA assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Consultants must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

2.20. SUBMISSION OF OFFERS

Consultants must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Consultant shall not be considered part of the Consultant's proposal.

2.21. REJECTION OF OFFERS

ESTA reserves the right to reject any or all offers, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by ESTA to award a contract. This RFP is designed to provide Consultants with the information necessary to prepare a competitive proposal.

2.22. DISQUALIFICATION

ESTA may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The Consultant fails to respond to ESTA's request for information, documents, or references.
3. The Consultant fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.
4. The Consultant presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
5. The Consultant initiates unauthorized contact regarding the RFP with ESTA employees and/or officials, or members of the evaluation committee.
6. The Consultant provides misleading or inaccurate responses.
7. The Consultant limits ESTA's rights.

2.23. NONMATERIAL AND MATERIAL VARIANCES

ESTA reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of ESTA, it is in ESTA's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Consultants, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event ESTA waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Consultant from full compliance with RFP specifications or other contract requirements if the Consultant is awarded the contract. The determination of materiality is in the sole discretion of ESTA.

2.24. REFERENCE CHECKS

ESTA reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Consultant's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.25. INFORMATION FROM OTHER SOURCES

ESTA reserves the right to obtain and consider information from other sources concerning a Consultant, such as the Consultant's capability and performance under other contracts. The content of a bid proposal submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.26. CLARIFICATION PROCESS

ESTA reserves the right to contact a Consultant after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Consultant has provided goods or services to ESTA or any other political subdivision wherever located, or requests for corrective pages in the Consultant's bid proposal. An individual authorized to legally bind the Consultant shall sign responses to any request for clarification. Responses shall be submitted to ESTA within the time specified in ESTA's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.27. DISPOSITION OF OFFERS

All proposals become the property of ESTA. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties unless clearly identified by the respondent as being proprietary. As a note of caution, excessive identification of proposal materials as being proprietary may lead to the proposal being deemed non-responsive.

2.28. RELEASE OF CLAIMS

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against ESTA based on any misunderstanding concerning the information provided herein or concerning ESTA's failure, negligent or otherwise, to provide the Consultant with pertinent information as intended by this RFP.

2.29. PRESENTATIONS AND DEMONSTRATIONS

Consultant's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Consultant will be permitted to attend the oral interviews. All Consultants submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Consultant. The demonstrations should utilize ESTA data. ESTA does not anticipate in-person proposal interviews at this time.

2.30. EVALUATION OF OFFERS SUBMITTED

Offers that are timely submitted and are not subject to disqualification will be reviewed in accordance with Evaluation Factors identified in the RFP. The evaluation and selection of a contractor will be based on the information submitted in the proposal, references and possibly, a presentation and/or demonstration. Respondents shall respond to all requirements clearly and completely. Failure to respond completely may be the basis for the rejection of a proposal.

2.31. AWARD AND FINAL OFFERS

ESTA reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of ESTA and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of ESTA and to temporarily or permanently abandon the procurement. If ESTA awards a contract, it will award the contract to the Consultant whose proposal is the most advantageous to ESTA, considering the evaluation factors set forth in this RFP.

2.32. PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.0. PROPOSAL FORMAT

3.1. Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of ESTA that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

3.2. Cover Page

The cover page should include the request for proposal name, company contact information including name, address, telephone number, e-mail address, and contact name.

3.3. Table of Contents

3.4. Letter of Transmittal

- Briefly state that your firm understands the work to be accomplished and make a commitment to perform all services and features contained in its proposal.
- A brief narrative highlighting the Consultant's proposal.

- If the Consultant is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.
- The letter of transmittal should be completed on company letterhead and should not exceed two pages.

3.5. Firm Identification

Provide general information about your firm including the name and address of your organization, description of the services offered, financial stability, years in service, personnel resources, and an organization chart.

3.6. Qualifications

Consultants must demonstrate skills and proven history in the transportation field.

- Include at least three references similar in scope of work. Include the organization's name, contact, address, telephone number, and e-mail address. Of particular importance are projects completed on time and within budget for agencies with similar systems.

3.7. Project Management

The response should detail a staffing plan, including personnel resumes. The Consultant must provide resumes for all key personnel, including the project manager who will be involved in providing the service contemplated by the RFP. Resumes must include full name, education background, and years of experience and employment history particularly as it relates to the scope of work. The response should identify any sub-consultant firms and the percent of the effort assigned to the subcontractor. The response shall provide information on all subcontractors proposed as part of this contract including:

- (1) Company history
- (2) Qualifications and experience
- (3) Proposed staffing for this project
- (4) Alliance relationship and length of relationship
- (5) Clients where you have done work together and descriptions of the specific projects
- (6) Proposed staffing for this project

3.8. Communication Plan

The Consultant must facilitate and ensure thorough communication between all project participants throughout all phases of the effort.

3.9. Proposed Solution

The Consultant will provide a solution description and overview that outlines the products and services offered. The proposed product solution should meet or exceed the functional requirements outlined in Scope of Work.

3.10. Pricing and Payment Schedule

The Consultant will supply pricing for each of the required components for the project. Consultants must utilize the provided pricing sheet in section 7.0 of this RFP as a general price and hours proposal. Consultants are also invited to include a supplemental price proposal as an attachment to their proposal. Unless otherwise indicated by ESTA, payment will be made in accordance with deliverables completion.

Payment will be made upon submission of properly prepared and certified invoices, which detail the deliverables provided during the invoice period and associated costs.

3.12. Required Forms

The Consultant is required to submit all required forms and sign in agreement to all FTA clauses listed in Section 8.

4.0. EVALUATION PROCESS

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to ESTA. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to ESTA.

Responses will be evaluated according to:

- Responsiveness and comprehensiveness of the proposal – 20 points
- Understanding of project needs – 20 points
- Qualifications and experience of the consulting firm and project team – 20 points
- Work plan and schedule - 15 points
- References – 10 points
- Cost – 15 points

Discussions may be conducted with respondents determined to be reasonably qualified, and ESTA reserves the right to reject any and all proposals. ESTA reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates ESTA to contract for the proposed project. ESTA reserves the right to request presentations from selected Consultants if so desired. A request for a Best and Final Offer is at the sole discretion of ESTA and, if requested, will be requested in writing. ESTA will negotiate a contract with the respondent determined to be the most advantageous to the Authority, as determined by the Authority. ESTA shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer.

Evaluation Standard: Submittals will be reviewed against the system capabilities identified in the Scope of Work. It is essential that Respondents include documentation which substantiates that the response addresses the required capabilities as outlined in the RFP. Failure to meet required capabilities may deem

the submittal as non-responsive. If the submittal is deemed non-responsive, the submittal will be rejected and will not be considered for further evaluation.

5.0. PROTESTS

Protests regarding any aspect of this RFP must be submitted in writing to ESTA, c/o Executive Director, P.O. Box 1357, Bishop, CA 93515 by the date and time specified below:

- Pre-award protests due – 3:00 p.m., February 15, 2021.
- Protest after Announcement of Award due – Within five calendar days after notice of contract award.

6.0. CONTRACT TERMS AND CONDITIONS

6.1. Contract Terms and Conditions

The contract that ESTA expects to award as a result of this Request for Proposal will be based upon the offer submitted by the successful Consultant and this solicitation. The contract between ESTA and the successful Consultant shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained within the RFP, the offer of the Consultant contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by ESTA.

The contract terms contained within this RFP are not intended to be a complete listing of all contract terms but are provided only to enable Consultants to better evaluate the costs associative with the RFP and the potential resulting contract. Consultants should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal quoted by the Consultant.

By submitting a proposal, each Consultant acknowledges its acceptance of these specifications, terms and conditions without change, except as otherwise expressly stated in its proposal. If a Consultant takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by ESTA, in its sole discretion, resulting in possible disqualification of the proposal. ESTA reserves the right to either award a contract without further negotiation with the successful Consultant or to negotiate contract terms with the selected Consultant if the best interests of ESTA would be served.

6.2. Additional Cost Items Not In Contract

ESTA is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies, those costs shall be negotiated between the Consultant and ESTA.

6.3. Termination

a. Termination for Convenience. ESTA may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. If this contract is terminated, ESTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. Termination for Default. If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, ESTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by ESTA that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, ESTA, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. ESTA of in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Consultant fails to remedy to ESTA satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from ESTA setting forth the nature of said breach or default, ESTA shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude ESTA from also pursuing all available remedies against Consultant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that ESTA elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by ESTA shall not limit ESTA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Section 7.0 PRICING

**EASTERN SIERRA TRANSIT AUTHORITY
Coordinated Plan and Short-Range Transit Plan Update
PRICE PROPOSAL SHEET**

Consultant Name:	
Address:	
City, State & ZIP	
Phone:	
e-mail:	
Contact Person:	

SERVICE COMPONENT	COST
Firm fixed fee for preparation of an update to the Inyo-Mono Counties Coordinated Public Transit-Human Services Transportation Plan AND Short-Range Transit Plan	
Total estimated hours for project completion	
Total	

Signature: _____ Date: _____

8.0 Required Certifications

Third-Party Federal Clauses

1. Source of Funding:

This contract entered on _____ between _____
(DATE) (AWARDING AGENCY)
 and _____ for
(CONTRACTOR)
 ESTA SRTP AND CHSP
(PROJECT)

is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT
FTA 5304	\$113,372

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the Awarding Agency’s federally supported project.

“CONTRACTOR” is the third-party Consultant who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly,

the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed,

national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set fourth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.

- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Awards Exceeding \$10,000.00

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate

this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Awards Exceeding \$25,000.00

Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its "principals," as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly (see certification form in EXHIBIT E).

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Air

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Awards with Transport of Property or Persons

U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Miscellaneous Special Requirements

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0.0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of

the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

Prompt Payment and Return of Retainage

- A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the Awarding Agency.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR'S receipt of payment for that work from the Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor'S work related to this Agreement is satisfactorily completed.

Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

Company name
Address
City, CA

Signature

Print Name

Title

Date

9.0 Sample Agreement



DRAFT

PROFESSIONAL SERVICES AGREEMENT

EASTERN SIERRA TRANSIT AUTHORITY

SHORT RANGE TRANSIT PLAN & COORDINATED HUMAN SERVICES PLAN

DATE

**EASTERN SIERRA TRANSIT AUTHORITY
703B AIRPORT ROAD
BISHOP, CALIFORNIA 93514**

760-872-1901
WWW.ESTRANSIT.COM

AGREEMENT

This AGREEMENT is made and entered into this DATE, by and between the EASTERN SIERRA TRANSPORTATION AUTHORITY, hereinafter referred to as "ESTA" or the "AUTHORITY" and Consultants, hereinafter referred to as "CONSULTANT" or "CONTRACTOR."

TERMS OF AGREEMENT

1) SERVICES TO BE PERFORMED BY CONSULTANT

The Scope of Work is described below. Consultant will perform all services necessary to complete the Scope of Work. The Consultant will receive general direction from the ESTA'S Executive Director.

Scope of Work

1.0.0 Scope of Work

NOTE: ALL MEETINGS REFERENCED MAY BE HELD VIRTUALLY IF CIRCUMSTANCES REQUIRE IT.

Grantee: Mono County Local Transportation Commission

Project Title: ESTA Short-Range Transit Plan & Coordinated Human Services Plan

Introduction

This project will provide a Short-Range Transit Plan and a Coordinated Human Services Plan (CHSP) for the Eastern Sierra Transit Authority (ESTA). These plans will be developed together into one document which meets the required elements of each plan. ESTA serves Mono and Inyo counties in California. A series of public workshops will provide input to inform the plans. This planning process provides an opportunity to merge certain aspects in the development of a SRTP and a CHSP for ESTA. This merging of tasks is expected to result in an overall cost savings. These plans will be used to guide ESTA's expenditure of resources and implementation of services for the following five years.

The scope of work shown below reflects the anticipated process and deliverables for ESTA's Short-Range Transit Plan and Coordinated Human Services Plan.

Responsible Parties

The Mono County Local Transportation Commission (MLTC) is the primary applicant as the RTPA in the region. However, ESTA, as the sub-applicant and intended user of the plans, will oversee the details of the plans with assistance from Caltrans, Inyo LTC, and MLTC.

Overall Project Objectives:

- Ensure transit programs are coordinated to improve overall mobility and access, particularly for seniors, persons with mobility challenges, and persons with low-income.
- Determine fixed-route services that should be provided. Are any of the existing services not meeting standards and should be reviewed? Is there ridership demand and financial resources to expand services, such as providing evening or weekend service?
- Determine areas of the community that truly warrant fixed route service, such as the City of Bishop and the Tri-Valley area.
- Find strategies that can improve the effectiveness of the Dial-A-Ride program, and explore the potential to shift ridership from DAR to the more cost-effective fixed-route services, particularly in Bishop.
- Ensure the overall transit program addresses the growing senior population of the community.
- Find potential increases in operating revenues, and evaluate the appropriateness of current fare and pass rates. Also, evaluate the contributions from the Town of Mammoth Lakes and the Mammoth Mountain Ski Area.
- Determine capital projects to pursue to achieve transit goals. For instance, what is the best strategy for bus replacement? What facilities (such as bus stop improvements or a maintenance facility) will be warranted in the future?
- Find Strategies that will improve bus driver retention.
- Evaluate the effectiveness and efficiency of the vehicle maintenance program, both currently, and considering the acquisition of electric vehicles.

1.1 Project Initiation

Establish regular reporting of project progress and challenges. Establish procedures and expectations for the grant and project.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.1.1: Caltrans Kick-off Meeting

ESTA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.

Responsible Party: ESTA

Task 1.1.2: Write RFP for Consultant Services

Complete an RFP process for selection of a consultant using the proper agency procurement procedures.

Responsible Party: ESTA

Task 1.1.3: Procure Consultant

Interview and select project consultant.

Responsible Party: ESTA

Task #	Deliverables
1.1.1	Establish Invoicing and Quarterly Reporting. Meeting Notes.
1.1.2	Consultant RFP.
1.1.3	Executed Consultant Contract.

1.2.0 Review of Existing Conditions (SRTP and CHSP Specific)

The purpose of this task is to establish the existing conditions for transit services in the ESTA service area. It will be important to review existing plans and documents relating to transit; review demographic and economic conditions; and conduct a thorough evaluation of the current operations and management of the transit system.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.2.1: Review Transit Planning Documents

The Consultant will review transit planning documents and provide a brief summary of how each relates to the current project. At a minimum, the Consultant will review Regional Transportation Plans, the Transportation Improvement Program, California Transportation Plan, the most recent SRTP (2015), the 2014 Coordinated Public Transit – Human Services

Transportation Plan, the Caltrans Regional Transit Plan and any documentation regarding Caltrans' ongoing statewide rural Coordination Plan. The Consultant will also contact Washoe RTC, Kern Regional Transit, YARTS (just completed their SRTP), Ridgerunner Transit, Greyhound, and any other connecting transit system staff to review and obtain any documents regarding transit plans impacting ESTA's service area.

Responsible Party: Consultant

Task 1.2.2: Evaluate Study Area Characteristics

A key basis of any transit plan is a thorough understanding of demographic characteristics and trends of the study area. This task will provide a demographic analysis of ESTA service area from the perspective of transit factors. Census data, American Community Survey data, social service agencies, and state agencies will be used to obtain existing and projected information about:

- General population
- Seniors (Age 65 to 74, 75 to 84 and 85 and above)
- Youth (Age 5 to 17)
- Disabled
- Automobile availability
- Low Income

Data will be provided for current demographics, and projections for demographic changes over the next twenty-five years will be evaluated. In addition, current and forecast future development patterns in the ESTA service area will be evaluated. The location of important transit trip generators, such as major employers, shopping areas, schools and elderly/disabled program centers will be identified and their characteristics assessed. Land use patterns, such as the location of multifamily housing areas, will be considered. ESTA, MCLTC, and ICLTC staff will be contacted to generate a clear picture of development trends in the ESTA service area and their impact on the long-term demand for transit service.

Evaluate commute patterns for cities and towns along the Highway 395 and Highway 6 corridors. Collect and analyze the US Census Longitudinal Employer Household Dataset for both counties, by census place. This will be evaluated to identify overall existing commute patterns. Employment forecasts for each of the jurisdictions will be obtained and used to identify future changes in commuting patterns.

This task will also include the development of a summary of existing human service programs within the ESTA service area. While a full list will be developed with ESTA staff, our intention is to include the following:

- Senior service organizations
- Health and welfare organizations
- Area Agency on Aging
- Developmental disability organizations
- Tribal organizations

- School districts
- Vocational rehabilitation centers
- Community Action Programs
- Jobs training sites
- Healthcare facilities

For each organization, inventory current program sites, activities conducted at each site and estimated daily attendance/visitation. Transportation needs to and from each site should be discussed with organization representations. The goal of this sub-task will be to provide a summary of all mobility services in the ESTA service area, as a basis to identify potential gaps in service and opportunities to provide cost savings or service enhancements.

Responsible Party: Consultant

Task 1.2.3: Review of Transit Operations and Existing Transportation Services

The purpose of this task is to ensure the Consultant has extensive knowledge and familiarity with the ESTA transit system and all transportation services available in the area in order to best identify needs and develop service alternatives. The Study Team will review the service area and characteristics of all public and private operators in the area. The Consultant will work with providers to update any information lacking from reports to provide a complete inventory and understanding of all transportation services.

A profile of the current services will be prepared by the Consultant to include the following:

- Name of operation, location, and ownership
- Type of operation (fixed-route and demand responsive)
- Service area and clients served
- Hours/days of operation and level of service
- Routes and schedules
- Existing fare structure and transfer agreements
- Number of passengers and passenger-trips served
- Operator's equipment and facilities, including existing fleet
- Staff (number of drivers, other positions)
- Estimated annual operating costs
- Existing funding sources (particularly public sources)
- Fueling and maintenance arrangements

This information will be summarized in text and graphic form, including service maps. As a whole, this information will provide a valuable resource for the remainder of the study.

Responsible Party: Consultant

Task 1.2.4: Existing Transit Service Performance, Ridership, Fiscal and Peer Analysis

The Consultant will conduct an in-depth route-level analysis of the existing transit service performance and ridership. Through an analysis of ridership data and operating and financial statistics gathered in previous Tasks, the Consultant will quantify the efficiency and effectiveness of existing services. In particular, the Consultant will identify the following:

- Current ridership trends (riders per hour and mile of service, by route or service type)
- Operating cost per revenue hour
- Farebox recovery ratio
- Average subsidy per passenger trip
- ADA compliance
- Dial-a-Ride reservation procedures

The Consultant will then conduct a “peer analysis” of similar transit programs in the western U.S. An initial potential list of peers will first be developed, based on the following criteria:

- Total population
- Size of transit program, as measured by annual vehicle-hours
- Location relative to a large urban center
- Dependence on tourism

An initial list of potential peers will then be provided to ESTA staff for review and comment. After a final list of 5 to 7 peers are identified, the Consultant will collect available data regarding the span of service, service frequency, ridership, fleet size, annual operating vehicle-hours, annual operating costs (including cost per hour), annual fare revenues, and administrative staff to driver ratio (excluding maintenance staff, and including consultant services for general operating tasks). This data will be collected and summarized separately for fixed route and dial-a-ride services. The Consultant will prepare a discussion of the various peer systems and how ESTA’s transit program compares.

Responsible Party: Consultant

Task 1.2.5: Improving Driver Retention

A major business challenge for transit agencies is driver retention, and ESTA is no exception. The high cost of driver training, overtime, and lack of institutional experience takes a big fiscal and operational toll. This task is to identify strategies to improve retention. Items such as driver shifts, full time vs. part time ratio, shoulder season, marketing, work environment, wages, and benefits should be considered.

Responsible Party: Consultant

Task 1.2.6: Evaluate Maintenance Program

ESTA contracts with the Town of Mammoth Lakes, Bishop Ford, and Britt’s Automotive in Bishop for most of its maintenance needs. The result is a need for a very high spare ratio, high costs, and service delivery challenges. This task is to evaluate ESTA’s maintenance program and consider coordination opportunities with other entities, and potential development of inhouse maintenance.

Responsible Party: Consultant

Task #	Deliverables
1.2.1	A summary of existing documents and their plan elements regarding impacts on ESTA transit services.
1.2.2	A comprehensive look at the study area characteristics, demographics and land use forecasts for the five-year time frame and a summary of existing human service programs.
1.2.3	A summary of transit services operating in the ESTA region.
1.2.4	A service map and performance analysis presenting the existing transit conditions. Separate summaries for fixed route and DAR services. Prepare a discussion of the various peer systems and how ESTA compares.
1.2.5	Driver retention report.
1.2.6	Maintenance Program report.

1.3.0 Public Outreach (SRTP and CHSP Specific)

Conducting Short-range/Coordinated Human Services Plans is an excellent opportunity to gain input from the community about transit and transit needs, as well as to give the community a greater understanding of the capabilities and limitations of their transit system. Under this task, there will be multiple approaches throughout the study to gain feedback from the community, and stakeholders in particular, about their understanding of transit, their concerns about transportation needs, and their response to potential alternatives. See Section 7 of this scope of work for guidance on workshop details.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.3.1: Conduct Stakeholder Meetings

Under this task, the Consultant will work with Caltrans and ESTA staff to identify transit stakeholders, including underrepresented populations. Stakeholder examples are the Paiute Tribe, the ESTA Board, LTC’s, The City

of Bishop, The Town of Mammoth Lakes, United States Forest Service, National Park Service, Mammoth Mountain Ski Area, and Caltrans. The consultant will conduct two Stakeholder meetings. One meeting will be conducted near the outset of the study to gather input on current transit conditions and needs, with a focus on the needs of social service programs. A second meeting will be held once the draft plan has been developed, for review and input. The Consultant will prepare agendas for each meeting for the ESTA staff to send out. ESTA staff will determine the meeting locations and set meeting dates. The Consultant will provide summaries of meetings.

Responsible Party: Consultant

Task 1.3.2: Conduct Public Meetings

In addition to Stakeholder meetings, the Consultant will conduct at least three Public Meetings to gather input regarding the current transit program. At a minimum, one meeting will be conducted early in the study process. The purpose of the meetings will be to provide information on the Consultant’s findings regarding the effectiveness of current services, and discuss potential improvements and strategies. At ESTA’s direction, additional meetings may be held to present the findings of the existing services review, and to present/discuss potential alternatives and coordination strategies. The consultant will provide summaries of the meetings. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Responsible Party: Consultant

Task 1.3.3: Develop Goals/Objectives/Standards/Demand Analysis

Develop system goals, objectives and performance standards. Conduct an ongoing strategic planning workshop with the ESTA Board of Directors, the LTC’s, and ESTA staff. Consider the general role and direction of the agency over the next five years. This effort should evaluate and provide recommendations for the refinement of the current mission statement, goals, objectives, and performance standards to reflect the consensus of the Board.

Responsible Party: Consultant

Task #	Deliverables
1.3.1	Provide stakeholder meeting agendas. Provide meeting summaries.
1.3.2	Conduct at least three public meetings. Provide meeting summaries.
1.3.3	Present goals, objectives, and performance standards based on stakeholder input.

1.4.0 Security/Technology (SRTP Specific)

Under this task, the overall ESTA system will be evaluated for operating and facility security and technology needs.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.4.1: Assess existing and potential technology.

Address operations and planning technology with the goal of improving measurement, management, employee tracking, maintenance, payroll, reporting, customer service, driver radio communication, and grant writing.

Responsible Party: Consultant

Task 1.4.2: Assess existing and potential safety and security.

Items such as security video, cash handling, and driver safety should be considered. Consider the Mammoth Yard winter de-icing/chaining and the slip and fall risk, and the Utility position work environments.

Responsible Party: Consultant

Task #	Deliverables
1.4.1	Technology report.
1.4.2	Safety and Security report.

1.5.0 Transportation Needs Assessment (CHSP Specific)

Federal guidelines require an assessment of needs for residents with disabilities, older adults, and low-income individuals. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.5.1: Existing Coordination of Services

Identify current coordinated services.

Responsible Party: Consultant

Task 1.5.2: Potential Coordination Opportunities

Identify potential coordinated service opportunities.

Responsible Party: Consultant

Task 1.5.3: Major Barriers in Coordination

Identify barriers in coordination.

Responsible Party: Consultant

Task 1.5.4: Duplications of Services

Identify duplication of services.

Responsible Party: Consultant

Task 1.5.5: Gaps in Service

Identify gaps in service.

Responsible Party: Consultant

Task 1.5.6: Capital Needs

Identify capital needs for ESTA as a CTSA, and for each Human Services organization.

Responsible Party: Consultant

Task #	Deliverable
1.5.1-5.6	Report to include details of 1.5.1-5.6.

1.6.0 Alternatives Analysis (SRTP Specific)

Under this task, service, capital, management, and financial alternatives will be developed and evaluated.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.6.1: Service Alternatives

Recommend service alternatives based on feedback from the public outreach and study analysis. Consider all ESTA services including Route 395, all DAR, Mammoth Fixed Route, charters, Highway 6 in the Tri-Valley, Reds Meadow, Lakes Basin, and Bishop Creek.

Responsible Party: Consultant

Task 1.6.2: Capital Alternatives

Evaluate key capital elements of the transit program serving Inyo and Mono Counties. Consider fleet improvements, bus stop improvements, vehicle disposal, ITS, and facilities.

Responsible Party: Consultant

Task 1.6.3: Management and Financial Alternatives, and Other Funding Sources

Determine modifications to performance standards and vehicle maintenance based on performance review, peer review, and Board input. Recommend

fare alternatives based on information from fare structure of peer agencies. Identify other funding sources.

Responsible Party: Consultant

Task #	Deliverable
1.6.1	Service alternatives report.
1.6.2	Capital alternatives report.
1.6.3	Management and Financial alternatives, and other funding sources report.

1.7.0 Coordination Strategies (CHSP Specific)

This task is to define coordinated strategies intended to provide general guidance to the LTC’s, ESTA, Human Service Agencies (HSA), and other local leaders. The primary goal is to provide background information and demonstrate the need for transportation services that can be used for the purpose of securing grant funding in service of the specific needs of the region. Particular attention should be paid to FTA Circular 9070.1G Section V with regard to Coordinated Plan requirements.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.7.1: Evaluation Criteria

Determine the criteria for ranking the proposed strategies. Guide workshop participants to rank strategies according to the evaluation criteria.

Responsible Party: Consultant

Task 1.7.2: Coordinated Strategies

Determine coordination strategies from previous coordinated plan and updated to address current gaps in transportation for persons with disabilities, older adults and low-income individuals. List strategies in priority order based on the public workshops.

Responsible Party: Consultant

Task 1.7.3: Implementation Plan

Establish priorities based on resources, time, and feasibility for implementing specific strategies and/or activities identified. Overall, the coordinated strategies are intended to spur creative use of existing resources and cost-effective procurement of additional resources to best meet the mobility needs

of older adults, low-income individuals, and persons with disabilities in Inyo and Mono Counties.

Responsible Party: Consultant

Task #	Deliverable
1.7.1	Defined evaluation criteria.
1.7.2	Prioritized coordinated strategies based on public input.
1.7.3	Prioritized coordinated strategies based on existing constraints.

1.8.0 Short Range Transit Plan (S RTP Specific)

Under this task will be the development of service, capital, management, financial, and implementation plans for the S RTP. The plans will guide the improvement of the public transit services in Inyo and Mono Counties over the next five years, within the constraints of realistic funding projections. This task should present the individual plan elements based on substantial discussions presented in previous scope of work sections and plan elements.

Conduct monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.

Task 1.8.1: Service Plan

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.2: Capital Improvements Plan

Transit services require ongoing capital investment in facilities and rolling stock. Capital investments in both vehicles and passenger facilities can attract additional riders, while improving the quality of service and safety/security of existing riders. In addition, new advancements in communications technologies can significantly benefit public transit programs.

Recommend service enhancements based on previous study section results.

Responsible Party: Consultant

Task 1.8.3: Management Plan

List the revised goals, objectives and standards resulting from the stakeholder and public outreach. These revisions should be more in line with current operating conditions, while still providing appropriate incentives to improve services.

Responsible Party: Consultant

Task 1.8.4: Financial Plan

The capital and service improvement recommendations are planned to be funded through a combination of fare revenues, state/federal grants, and local and private funding. This sub-task should consider:

- Forecasting of annual operating and administrative costs.
- Estimated ridership.
- Estimated farebox revenues.
- Estimation of the capital cost for vehicles, passenger amenities, operations, and administrative facilities (including the proposed new Bishop facility).
- Identify operating funding sources.
- Identify capital funding sources.

Responsible Party: Consultant

Task 1.8.5: Implementation Plan

Recommend a five-year implementation plan including operating and capital investments. List the recommendations by fiscal year.

Responsible Party: Consultant

Task #	Deliverable
1.8.1	Service enhancement plan report.
1.8.2	Capital improvements plan report.
1.8.3	Management plan report.
1.8.4	Financial plan report.
1.8.5	Implementation plan report.

1.9.0 Draft SRTP and CHSP Review/Acceptance

This task is intended to present a draft plan for the ESTA Board, ESTA staff, and LTC staff for review, comment, and direction.

Task 1.9.1: Draft SRTP and CHSP Review

Present SRTP and CHSP findings and recommendations to the Eastern Sierra Transit’s Board of Directors, ESTA staff, and LTC staff.

Responsible Party: Consultant

Task 1.9.2: CHSP Adoption

Based on the comments received, prepare the final CHSP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task 1.9.3: SRTP Adoption

Based on the comments received, prepare the final SRTP for adoption by the Eastern Sierra Board of Directors.

Responsible Party: Consultant

Task #	Deliverable
1.9.1	Present draft SRTP and CHSP for review.
1.9.2	Present final CHSP for adoption.
1.9.3	Present final SRTP for adoption.

1.10.0 Fiscal Management

This task is intended to establish fiscal responsibility for invoicing and reporting of project progress.

Task 1.10.1: Invoicing

Submit complete invoice packages to Caltrans district staff based on milestone completion-at least quarterly, but no more frequently than monthly.

Responsible Party: ESTA

Task 1.10.2: Quarterly Reports

Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

Responsible Party: ESTA

Task #	Deliverable
1.10.1	Invoices to Caltrans.
1.10.2	Quarterly Reports to Caltrans.

In the event of any inconsistency between the Scope of Work and other terms and conditions of this Agreement, the Scope of Work shall control. ESTA reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement.

All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

2) PROJECT TIMETABLE

Consultant shall complete the work in accordance with the following general timetable. As the project progresses, ESTA may provide more specific dates within the general timetable:

Project Timetable

A. Presentations

Presentations to the ESTA will be required. The meetings will occur at to-be-determined dates. Time is of the essence in this Agreement.

B. Delays

Consultants shall notify ESTA in writing of any potential delay or interruption in the performance of all or any part of the work of this contract. If the work of this contract is interrupted by instances of unavoidable delay(s), informal negotiations between the parties to this contract will be used to adjust the delivery or performance dates of any work products or any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the Consultant, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3) TERM OF AGREEMENT

The term of the Agreement shall be from DATE to DATE, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

4) COMPENSATION AND METHOD OF PAYMENT

A. Cost Ceiling

1. For services performed under this Agreement for the referenced fiscal years, ESTA agrees to pay, and Consultant agrees to accept, as payment in full, the following professional fees:

Not to exceed \$XXX,XXX (Federal Transit Administration, Section 5304 – Sustainable Communities Transit Funds)

In no instance shall ESTA be liable for any payments or costs for work in

excess of this amount, nor for any unauthorized or ineligible costs.

B. Compensation

1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget.
 - a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
 - b. Changes to staff must be approved by ESTA prior to beginning work on the project.

2. Consultant will not charge for travel, phone, copying or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated DATE ("Project Budget/Rates of Compensation"), attached hereto and incorporated herein as Exhibit "A." Backup documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
 - a. Travel and subsistence (per diem) expenses of Consultant and Subcontractors claimed for reimbursement using funds administered through this agreement shall not exceed rates authorized to be paid to non-state employees under current State of California Department of Human Resources (Cal HR) rates or Caltrans Division of Accounting Travel Guide (www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm).

3. ESTA shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

C. Cost Principles

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.

2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter

1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are subject to repayment by Consultant to ESTA. Disallowed costs must be reimbursed to ESTA within sixty (60) days unless ESTA approves in writing an alternative repayment plan.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this subsection 4(C) above.

D. Indirect Cost Rate (ICR)

1. Prior to Consultant seeking reimbursement of indirect costs, Consultant must prepare an indirect cost rate (ICR) proposal in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Contract Cost Principles and Procedures.
2. Material audit adjustments will require reimbursement to ESTA and STATE if proposals are later found to have included costs that are unallowable as specified by law or regulation.

E. Retention

ESTA shall retain ten percent (10%) of the total contract amount until successful completion of the contract and project scope and the acceptance by ESTA of all final deliverables.

5) RECORD RETENTION/AUDITS

1. Consultant shall maintain all source documents, books and records connected with project for a minimum of three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by ESTA upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.

2. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

3. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of ESTA contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

6) TERMINATION FOR CONVENIENCE OF ESTA

ESTA may terminate the whole or any part of this Agreement for the convenience of ESTA and without cause at any time by giving a minimum of ten (10) days written notice to Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, collected data, and other materials shall, at the option of ESTA, become its property. If this Agreement is terminated by ESTA for convenience, Consultant shall be paid an amount for satisfactory services

actually performed to the date of termination based upon an invoice provided by Consultant pursuant to Section 4 above.

7) TERMINATION OF AGREEMENT FOR CAUSE

- A. ESTA may, by written notice to Consultant, terminate the whole or any part of this Agreement for cause, including but not limited to any of the following:
 - 1. If Consultant fails to perform the services called for by this Agreement within the time(s) specified herein or any extension thereof; or
 - 2. If Consultant fails to perform the services called for by this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, or;
 - 4. Consultant fails to maintain adequate staff to perform the services required under this agreement, or is dissolved or is under investigation for accounting irregularities by a local, state or federal regulatory body.
- B. In the event ESTA terminates this Agreement in whole or in part as provided in this Section 7, ESTA may deny payment to Consultant or request reimbursement from Consultant for payments made and may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- C. If ESTA issues a notice of termination under this Section 7:
 - 1. Consultant shall immediately cease rendering services pursuant to this Agreement.
 - 2. Consultant shall deliver to ESTA copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, computer files and records, drawings, blueprints, printing, photocopies, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

8) FORCE MAJEURE

Neither ESTA nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public

enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of ESTA or Consultant.

9) INTEREST OF OFFICIALS AND CONSULTANT

- A. No officer, member, or employee of ESTA, or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
 - 1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has, directly or indirectly, any interest, or
 - 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- C. Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ESTA's interest. Consultant shall immediately notify ESTA of any and all potential violations of this Section upon becoming aware of the potential violation.

10) COVENANT AGAINST CONTINGENT FEES

Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, ESTA shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11) SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Consultant shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of ESTA.

12) CONSULTANTS AND SUBCONTRACTORS

- A. Consultant shall not subcontract any portion of the work without the prior express written authorization of ESTA. If ESTA consents to a subcontract, Consultant shall be fully responsible for all work performed by the subcontractor.
1. ESTA reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 2. Any contract or sub-contract shall require the Consultant and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments*.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit ESTA and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

13) INDEPENDENT CONTRACTOR

In the performance of these services herein provided for, Consultant, including Consultant's employees and agents, shall act as and be an independent contractor and not an agent or employee of ESTA. Consultant, its employees, agents, and sub-Consultants, shall have no power to bind or commit ESTA to any decision or course of action, and shall not represent to any person or entity that they have such power. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said services hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

14) INSURANCE

Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, Code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by ESTA).	\$1,000,000 per claim.
	<p>A. <u>Deductibles and Self-insured Retentions</u>: Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by ESTA.</p> <p>B. <u>Required Provisions</u>: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:</p>
	<p>1. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects ESTA, its directors, officers, employees, and agents. Any insurance or self-insurance maintained by ESTA, its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it.</p>
	<p>2. Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to ESTA, its directors, officers, employees, or agents.</p>
	<p>3. Consultant'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 insurer's liability.</p>
	<p>4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days'</p>

prior written notice by certified mail, return receipt requested has been given to ESTA.

- C. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by ESTA.
- D. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to ESTA an original Certificate of Insurance on a standard ACORD form, or other form acceptable to ESTA, substantiating the required coverages and limits set forth above and also containing the following:
 - 1. Thirty (30) days prior written notice to ESTA of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - 2. The following statement with respect to the Commercial General Liability policy: "ESTA and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- E. Certified Copies of Policies: Upon request by ESTA, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- F. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude ESTA from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

15) DISPUTE: GOVERNING LAW AND FORUM

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of Mono County. This Agreement shall be administered and interpreted under the laws of the State of California.

16) SPECIFICATIONS

- A. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.
- B. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which Consultant shall seek, with all due diligence, to attain. Any changes to tasks hereunder shall be mutually agreed to and include provisions for resulting schedule and cost adjustments.

17) PUBLICATIONS

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement, shall be made available to any individual or organization by Consultant without the prior written approval of ESTA.
- B. Any and all reports published by Consultant pursuant to this Agreement shall acknowledge that it was prepared in cooperation with ESTA.
- C. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by Consultant shall contain in the forward, preface, or footnote, the following statement:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of ESTA. This report does not constitute a standard, specification, or regulation."

18) HEADINGS

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

19) CONVICT LABOR

In connection with the performance of work under this Agreement, Consultant agrees not to employ any person undergoing sentence of imprisonment.

20) INDEMNIFICATION

Consultant specifically agrees to indemnify, defend, and hold harmless ESTA, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs and expenses that may be incurred by ESTA in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

21) OWNERSHIP OF DOCUMENTS; PERMISSION

- A. Consultant agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of ESTA; provided that Consultant may retain file copies of said work products. The creation of additional copies of work products, not otherwise provided for herein, shall be the responsibility of ESTA.
- B. Consultant represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant and ESTA is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in this Agreement. Consultant shall defend, indemnify, and hold harmless ESTA and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
- C. If Consultant is permitted copy rights, the Federal Highway Administration, Caltrans, and ESTA shall have the royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, all work products generated in the performance of this Agreement for government purposes.

22) NOTICES

- A. Notices shall be sufficient hereunder if personally delivered to ESTA or Consultant or if sent by the United States Postal Service postage prepaid, addressed as follows:

Phil Moores, Executive Director

Eastern Sierra Transit Authority
703B Airport Road
Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

Contractor

- B. Nothing herein above shall prevent either ESTA or Consultant from personally delivering any such notices to the other.

23) WAIVERS

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of ESTA to enforce at any time the provisions of this Agreement or to require at any time performance by the Consultant of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of ESTA to enforce these provisions.

24) LITIGATION

Consultant shall notify ESTA immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or ESTA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of ESTA.

25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

By signing this Agreement, Consultant assures ESTA that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability. Consultant also assures ESTA that it complies with the U.S. DOT implementing regulations 49 CFR parts 27, 37 and 38, as well as all applicable regulations and guidelines issued pursuant to the ADA.

27) COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

- A. It is ESTA's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. ESTA does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. ESTA prohibits discrimination by its employees, contractors and consultants.
- B. Consultant assures ESTA that it complies with, and that Consultant will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate.
1. Consultant and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
 2. Consultant and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
 3. Consultant and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Consultant and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair

Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

4. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions B.1 through B.3 above) in all contracts to perform work funded under this Agreement.

28) DRUG-FREE CERTIFICATION

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or the organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee of Consultant who works under this Agreement shall:
 1. Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 2. Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

29) UNION ORGANIZING

By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- A. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- B. Consultant will not meet with employees or supervisors on ESTA or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

30) POLITICAL REFORM ACT COMPLIANCE

Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by ESTA, as provided for in the Conflict of Interest Code for ESTA, shall promptly file economic disclosure statements for the disclosure categories determined by ESTA, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

31) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

32) INTEGRATION AND MODIFICATIONS

This Agreement represents the entire understanding of ESTA and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by ESTA and Consultant.

33) PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

34) ASSIGNMENT

The contract will require the successful proposer to agree that by execution of the contract, or any subcontract awarded by the successful proposer, that proposer or any subcontractor offers and agrees to assign and thereby will assign to ESTA all rights, title, and interest in and to all causes of action such proposer or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 or Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

35) COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to ESTA that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by ESTA. ESTA is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

36) CAMPAIGN CONTRIBUTION DISCLOSURE

Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

37) COSTS AND ATTORNEYS' FEES

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

38) AUTHORITY

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

39) COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

40) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- B. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.

- D. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- E. Consultant shall complete the Debarment Certification Form, attached hereto as Exhibit D.

41) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Consultant certifies, to the best of his or her knowledge or belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

42) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
- I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If project is funded with Federal Transit Assistance funds, Consultant shall comply with the "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in ESTA's OWP.

The 2013 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
 2. Standard Assurances
 3. Intergovernmental Review Assurance
 4. Suspension and Debarment Certification
 5. U.S. Office of Management and Budget Assurances in SF-424B and SF-424D
- C. Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation to ESTA to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

43) DISADVANTAGED BUSINESS ENTERPRISE (DBEs) PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. In any event, Consultant shall complete the DBE Information Form attached to this Agreement as Exhibit "E" so that ESTA may compile statistics for federal reporting purposes.

- A. Non-Discrimination: Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate. Each subcontract signed by Consultant in the performance of this Agreement must include this nondiscrimination clause.
- B. Prompt Progress Payments to DBE and Non-DBE Subcontractors: A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the

provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- C. Prompt Payment of Withheld Funds to Subcontractors: The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by ESTA. If ESTA makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- D. Records: Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to ESTA.
- E. Termination of a DBE: In conformance with 49 CFR Section 26.53:

1. Consultant shall not terminate a listed DBE subcontractor unless Consultant has received prior written authorization from ESTA's Project Manager. ESTA's Project Manager will authorize termination only if the Project Manager determines that Consultant has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 2. Prior to requesting ESTA's authorization to terminate and/or substitute a DBE subcontractor, Consultant shall give notice in writing to the DBE subcontractor, with a copy to ESTA, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Consultant's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why ESTA should not approve the Consultant's action. ESTA may, in instances of public necessity, approve a response period shorter than five days.
 3. If a DBE subcontractor is terminated or fails to complete its work for any reason, Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- F. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Consultant in writing with the date of certification. Consultant shall then provide to the Project Manager of ESTA written documentation indicating the DBE's existing certification status.
- G. Noncompliance by Consultant. Consultant's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

44) NON-DISCRIMINATION CLAUSE

- A. In the performance of work undertaken pursuant to this agreement, Contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

- B. Contractors and subcontractors shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ESTA shall comply, and ensure that its contractors and subcontractors shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.
- C. Contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- D. Contractors and subcontractors shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this agreement by this reference.
- E. Contractors and subcontractors will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section 44.

45) ESTA CONTRACT ADMINISTRATOR

Phil Moores, Executive Director
Eastern Sierra Transit Authority
703B Airport Road
Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

46) FINAL PRODUCT

Consultant will provide six hard copies and six electronic copies (on compact discs) of the final product to ESTA. Final product must be consistent with deliverables identified in the approved scope of work. The final product is funded through the Federal Transit Administration, Section 5304 – Sustainable Communities Transit grant program. Therefore, the final product shall credit the Federal Transit Administration’s financial participation on the cover or title page.

47) CONTRACT CLOSEOUT

Consultant must complete all work, submit all copies of the final product, all deliverable(s) no later than DATE. Time extensions are not allowed as grant funds lapse after DATE. Final invoice must be submitted to ESTA by DATE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

Eastern Sierra Transit Authority

Consultant

Phil Moores
Executive Director

Consultant
Principal

Date: _____

Date: _____

EXHIBIT A

Project Budget/Cost Proposal

EXHIBIT B
INVOICING AND ALLOWABLE CHARGES

This project is funded by a federal program subject to review by Caltrans Audits and Investigations. The following are important items to note in this contract regarding invoicing and allowable charges:

- Section 4 B Compensation: Hourly Rates must be billed as shown on Exhibit "A" Project Budget. The rates will remain constant for the term of the contract.
- Section 4 B Compensation: Changes to staff assigned must be approved prior to the employee starting work on the project.
- The hourly rate for new staff assigned to the project must be consistent with the Exhibit "A" billing rates.
- Section 4 B Compensation: Documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
- Section 4 B Compensation: Travel expenses must not exceed the rates in the Caltrans Division of Accounting Travel Guide.
 - Mileage will be reimbursed at the IRS approved rate.
 - Travel by any means other than privately owned or company vehicle (i.e. Lyft, Uber, Zipcar, Rental, taxi) must be pre-approved.
 - **Meals will be reimbursed based on the following:**
 - All meals must have a detailed receipt
 - Breakfast – Actual expense up to \$7 only if travel begins at or before 6:00 am
 - Lunch – Actual expense up to \$11 only if travel begins at or before 11:00 am
 - Lunch is not reimbursable on trips less than 24 hours
 - Dinner - Actual expense up to \$23 only if trip begins at or before 5:00 pm
 - No alcoholic beverages allowed
- Section 4 E Retention: Ten percent (10%) retention will be withheld from every invoice until project completion.

- Markup on subconsultant invoices is not allowed.

Authorized Signature for Consultant

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current Board Directors of the ESTA:

List Board
members here

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any ESTA Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any ESTA Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude ESTA from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or

from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street,
Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT D

DEBARMENT CERTIFICATION FORM

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Consultant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20

By _____
Authorized Signature for Consultant

Printed Name and Title

Consultant Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT E

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$
			%
23. Local Agency Representative's _____ 24. Date _____ 25. Local Agency _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's _____ 18. Phone _____ 19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT F

**Prompt Payment Certification
Federal-Aid Projects**

In accordance with the requirements of the prompt payment clause under Sections 33 and 42 B and C, submit this certification form to the Eastern Sierra Transit Authority (ESTA) within 30 days after receiving payments from ESTA. The ESTA may withhold payments or suspend work for failure to submit this form or provide prompt payment in accordance with the contract.

Date of Payment to Consultant
ESTA

Prompt Payment Certification Due to

Certification

"I certify that to the best of my knowledge and with the exception of those subcontractors listed below, all subcontractors have been paid in accordance with the contract, 10 days after receiving payment for the work performed by the subcontractor."

Consultant/Prime Contractor

Project

Signature

Date

Printed Name

The following subcontractors have not been paid for reasons listed:

Name of Subcontractor	*Reason for Non-Payment

*Only reasons based on dispute of subcontractor noncompliance may be accepted.

Return this form by mail or email to:

Phil Moores, Executive Director
Eastern Sierra Transit Authority
703B Airport Road
Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

10.0 Insurance Requirements

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time. Policies may be redacted to protect confidential information.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Except as to the professional liability policy, coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required).

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, and employees shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies, but shall not apply to any professional liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

11.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND
DBE PARTICIPATION GOAL

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement.

The DBE participation goal for this solicitation is 0.0 percent (0.0%).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders must be included with the solicitation. The subsequent forms **must** be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- **ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or**
- **ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation**

Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal (also refer to the solicitation, Special Programs).

New Requirement effective February 28, 2011: The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069, Disadvantaged Business Enterprises Utilization Report](#) with each invoice as required in the Proposed form of Agreement's Exhibit D, Budget Detail and Payment Provisions, and Special Terms and Conditions.

Please read this Notice and Attachments very carefully as bidder/proposer is responsible to ensure bid submittal documents are complete and accurate. **AUTHORITY AND BIDDER'S RESPONSIBILITY**

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Terms as used in this document:

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to make work available to DBEs and select portions of work, services, or material needed from the Scope of Work. The required work, services and/or material must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans' discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

It is the bidder's responsibility to verify DBE certifications.

SUBMISSION OF DBE INFORMATION AND PARTICIPATION

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s).

- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation. Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

DBE CERTIFICATION REQUIREMENTS

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBEO) web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the blue [DBE Search Click Here](#) button
 - Click on [Click To Access DBE Query Form](#)
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen (read about NAICS definitions below)
 - "Start Search", is located at the bottom of the query form,
 - "Civil Rights Home" (OBEO), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

MUST USE EITHER INTERNET EXPLORER 5.5 OR NETSCAPE 7 (OR GREATER) FOR THIS DATABASE.

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

NAICS Work Codes and Work Descriptions

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau web site for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location:

<http://www.census.gov/epcd/naics02/def/ND237310.HTM>.

How to Obtain a Quarterly List of Certified DBEs without Internet Access

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the on-line database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Materiel and Distribution Branch/Publication Unit by calling (916) 263-0822.

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
 - a. Meet the contract goal and document commitments for participation by DBE firms.
 - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (**prime contractor**), **who is not a certified DBE**, will be required to document one or a combination of the following:
 - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.
6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
 - a. The DBE bidder will meet the goal by performing work with its own forces.
 - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.

- c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materiel and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES

A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.

7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

USE AND/OR TERMINATION OF PROPOSED DBEs

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor **must** notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.
2. The DBE fails or refuses to perform the work consistent with normal industry standards.
3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.
4. The DBE becomes bankrupt or has credit unworthiness.

5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

AWARD

Award of the Agreement will be in accordance with the respective solicitation.

The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

PART A – CONTRACTORS INFORMATION (Refer to Instructions on Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and accurate.)

CONTRACTOR'S BUSINESS NAME		AGREEMENT NUMBER	CONTRACT DOLLAR AMOUNT	DATE
CONTRACTOR'S BUSINESS ADDRESS		CITY	STATE	ZIP CODE
CONTACT PERSON	BUSINESS PHONE	FAX NUMBER	EMAIL ADDRESS	

PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.) Contractor shall attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed below.

(1) Prime and Subcontractors: List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %

PART C – FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):

PRINT VERIFIER'S NAME AND TITLE	SIGNATURE	DATE	CIVIL RIGHTS STAMP OF APPROVED
DBE PARTICIPATION <input type="checkbox"/> YES (%) <input type="checkbox"/> NO			

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

PART A – CONTRACTOR INFORMATION

CONTRACTOR’S BUSINESS INFORMATION: Bidder’s/Proposer’s Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

Agreement Number: The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

CONTRACT DOLLAR AMOUNT: Total dollar amount that Contractor proposes to accomplish the Agreement.

Date: Date this form is completed.

PART B – DBE INFORMATION AND DOCUMENTS

PRIME: Complete if Prime is a certified DBE.

Sub-Contractor: Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE’s Letterhead) for all DBEs listed.

Column 1: Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.

Column 2: Enter the area code and phone number of the corresponding certified DBE listed in Column 1.

Column 3: Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.

Column 4: Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.

Column 5: Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB’s or RFP’s Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.

Column 6: Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

- | | | |
|-----------------------|---------------------------------|--------------------|
| 1 = Black American | 4 = Asian-Pacific American | 7 = Woman |
| 2 = Hispanic American | 5 = Subcontinent Asian American | 8 = Other |
| 3 = Native American | 6 = Caucasian | 9 = Not Applicable |

Column 7-8: Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

EXAMPLE:

PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Services, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
B Jane Prime Inc., 1234 Jane’s Street, Jane’s City CA 04321	(xxx) 000-1111	0	Project management	XXXXXXXX	7, 5	48,000	48%	
2B Joe Subcontractor Inc., 4567 Joe’s Street, Joe’s City CA 07654	(xxx) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier’s City, CA 45670	(111) xxx-0001	2	Survey instruments, testing materials	111111111111	3	10,000	10%	

ADDITIONAL INFORMATION:

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder’s/proposer’s eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

CONTRACTOR'S NAME	OR RFQ NUMBER
-------------------	---------------

BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient information to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers proving goal attainment should always submit documentation demonstrating eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor is not a Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a request for information to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form and submit the requested information below with its bid by the bid due date and time.

Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was published as an advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

DBE DOCUMENTATION

List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
 List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
 Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
 Identify information submitted to the bidder for this solicitation:

Check the appropriate box: IFB RFP RFQ

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

CONTRACTOR'S NAME	OR RFQ NUMBER
-------------------	---------------

2. DBE DOCUMENTATION (Continued)

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PH

3. ITEMS OF WORK

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

BREAKDOWN OF ITEMS:

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

CONTRACTOR'S NAME	OR RFQ NUMBER
-------------------	---------------

4. DBE RESPONSES

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted

DBE FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		GIVE REASON FOR NON-SELECTION A SUMMARY OF DISCUSSIONS

5. ASSISTANCE TO DBEs – Bonding, Insurance, etc.

Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312f (REV 06/2012) Page 4 of 4

CONTRACTOR'S NAME	OR RFQ NUMBER
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6. ASSISTANCE TO DBEs – Equipment/Materials, etc.

Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor from the prime contractor or its affiliate.

7. ADDITIONAL DATA

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581

12.0 Lobbying

49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

(To be submitted with each bid/proposal exceeding \$100,000.00)

The undersigned (BIDDER/PROPOSER) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any TA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The BIDDER/PROPOSER, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31

U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: _____ year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: Congressional District, <i>If known:</i>		7. Federal Program Name/Description: Congressional District, <i>If known:</i>
8. Federal Action Number, If known:		CFDA Number, <i>if applicable:</i>
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>		9. Award Amount, If known: \$ _____ b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection.		_____ _____ Signature: _____ Print Name: _____ Title: _____
Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Telephone No.: _____ Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

February 12, 2021

Item A-7

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STAFF REPORT

Subject: Election of 2021 Vice-Chairperson

Presented By: Phil Moores, Executive Director

Background:

Section 2.1 of the Joint Powers Agreement provides that the Board of Directors shall elect a Chair and Vice-Chair from among its members. The ESTA By-Laws specify that the representative elected to the Chair position shall alternate between Inyo and Mono Counties each year, and that the persons elected to the Chair and Vice-Chair positions shall not be from the same county.

Analysis/Discussion:

With the redistribution of Elected Official boards, ESTA Vice-Chair Jennifer Kreitz was reassigned. In keeping with the provisions outlined in the ESTA By-Laws, the Chair for the 2021 year should be from Inyo County. Also, in keeping with the By-Laws, the Vice-Chair for 2021 should be from either Mono County or the Town of Mammoth Lakes.

Financial Considerations:

None

Recommendation:

It is recommended the Board elect a Vice Chairperson for 2021.



February 12, 2021
Agenda Item B-2

STAFF REPORT

Subject: FY 2021-22 5304 Sustainable Transportation Planning Grants

Initiated by: Phil Moores, Executive Director

BACKGROUND:

In December 2018, the California Air Resources Board approved a first-of-its-kind regulation in the United States that sets a statewide goal for public transit agencies to gradually transition to 100 percent zero-emission bus fleets by 2040. For ESTA, this means purchasing zero-emissions buses starting in 2026. The regulation requires 25% of bus purchases starting 2026, and 100% zero-emission bus purchases starting 2029. It applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating (GVWR) greater than 14,000 lbs. This includes the majority of ESTA's cutaways and all of the heavy-duty buses and trolleys. We do operate some DAR vans at around 11,000 pounds, and we could purchase more if funding for EV's is scarce. ESTA's Rollout Plan for this transition is due July 1, 2023.

FISCAL IMPLICATIONS:

The 5304 Sustainable Communities Grant is designed to fund fleet electrification planning efforts, and requires an 11.47% match contribution for approved projects. The cost of the plan is estimated around \$150,000, and Eastern Sierra Transit has sufficient funds to cover the match.

ANALYSIS/DISCUSSION:

The Sustainable Transportation Planning Grant funds public transportation planning studies in rural or small urban areas of California (transit service area with population of 50,000 or less). Transit agencies are eligible to apply for these funds as a direct applicant with a non-profit 501c3 applying as the sub-applicant. Since its founding in 1992, the national nonprofit CALSTART has proven effective in grant partnerships with public agencies. CALSTART provided the scope of work and timeline for the project.

The grant, if awarded, will fund a fleet electrification plan that includes both bus yards and park-outs in Walker and Lone Pine. The scope of work is attached.

RECOMMENDATION:

Approve Resolution 2021-01 authorizing the submittal of FY 2021-22 Sustainable Transportation Planning Grants in the combined amount of \$150,000 to fund Eastern Sierra Transit Authority's (ESTA) Fleet Electrification Feasibility Study. Also, to authorize the Executive Director to sign the application and if awarded, agreements and amendments.

SCOPE OF WORK: ESTA Fleet Electrification Feasibility Study

INTRODUCTION:

Climate change threatens the livelihood of our communities. Transportation-related greenhouse gas (GHG) emissions are one of the main causes of climate change. Eastern Sierra Transit Authority recognizes the threat of climate change and aims to reduce greenhouse gas emissions by transitioning to a zero-emission fleet.

The Eastern Sierra Transit Authority is the local transit operator in the Eastern Sierra Mountain subregion. The region includes some of the nations most prized natural wonders including Death Valley National Park and the lower 48 states' highest point, Mount Whitney. The Eastern Sierra Transit Authority serves several communities across a 400-range encompassing Los Angeles, Kern, Inyo, Mono and Washoe counties in California and Nevada. This agency is seeking funding to prepare a Transit Fleet Electrification Plan. This study intends to evaluate the feasibility of transitioning the fleet to zero emission buses, installing charging and/or hydrogen fueling infrastructure, energy requirements, and site requirements. The resulting Plan will guide Eastern Sierra Transit Authority toward acquiring electric vehicles and expanding charging infrastructure for a zero-emission public transportation network serving the region.

The Eastern Sierra Transit Authority recognizes the importance of electrifying their fleet. The region is striving to making the transition to electric vehicles with a methodical approach. This grant award would allow the agency to study the feasibility and best practices to make this transition.

RESPONSIBLE PARTIES:

Eastern Sierra Transit Authority (lead agency), CALSTART.

OVERALL PROJECT OBJECTIVES:

- Assessment of current conditions and risk assessment of moving to an electric fleet, including evaluating market conditions of electric vehicles and charging/refueling equipment.
- Build on existing transit electrification efforts.
- Identify current conditions of the fleet and feasibility of operating electric vehicles including evaluating current operational needs and costs versus operational needs and costs with an electric fleet.
- Stakeholder outreach with relevant agency departments and external partners including utilities, local governments, etc.
- Evaluate current market and determine vehicle options and charging/refueling options.
- Evaluate infrastructure needs and, if applicable, determine best location for charging infrastructure.
- Identify opportunities for Eastern Sierra Transit Authority to share charging and/or fueling infrastructure with other transit agencies or fleets.
- Develop a timeline for bus replacement/purchases and infrastructure development.
- Identify routes to electrify in order of feasibility.
- Work with power supplier to identify infrastructure needs for supply.
- Work with fleet maintenance to understand training and equipment needs.
- Develop a funding plan/assessment.

1. Task Title: Project Kick Off Meeting and Quarterly Reporting

Eastern Sierra Transit Authority will hold a kick off meeting with Caltrans to review grant procedures, project expectations, invoicing, quarterly reporting, and all other relevant project information and objectives.

- **Responsible Party: Eastern Sierra Transit Authority**

Task 1.2 – Quarterly Reporting

Eastern Sierra Transit Authority will submit quarterly reports to Caltrans according to the Caltrans reporting procedures and the Sustainable Communities Grant Application Guide throughout the lifetime of the project.

- **Responsible Party: Eastern Sierra Transit Authority**

sk	Deliverable
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1.1	<i>Kick-off meeting notes</i>
1.2	<i>Schedule monitoring, invoicing, quarterly reports</i>

2. Task Title: Project Management and Coordination

Task 2.1 – Project Management

All contracts and sub-applicant agreements will be managed by Eastern Sierra Transit Authority throughout the process. This includes invoice processing and project management report review. The project team will provide project management for the duration of the project to ensure the project is completed thoroughly in accordance with the agreed upon scope of work and project schedule. The identified project manager will provide regular project management reports to staff in conjunction with monthly invoices.

- **Responsible Party: Eastern Sierra Transit Authority**

Task 2.2 – Project Team Coordination

CALSTART, under the guidance of the Eastern Sierra Transit Authority, will coordinate communication between the project team and stakeholders including Caltrans. This includes regular meetings of the project team, coordination with data handlers, coordination with agencies, and all communication that is not based in other project tasks. Meetings will occur on a monthly basis and during key points of development during the project in-person or by teleconference. Communication updates by e-mail will occur weekly.

- **Responsible Party: CALSTART**

Task	Deliverable
2.1	<i>Regular project management reports</i>
2.2	<i>Meeting agendas, meeting notes, emails, etc.</i>

3. Task Title: Transit Fleet Electrification Foundation Assessment

Task 3.1 – Review Existing Plans and Assess Foundation of Plans

Eastern Sierra Transit Authority has already begun a process toward electrification of their transit fleets. The CALSTART project team will compile a complete understanding of current plans and funding strategies to determine integrating these efforts with the feasibility study for 100% electrification of Eastern Sierra Transit Authority fleet.

CALSTART will collect and review all existing plans, maps, GIS data, and other resources necessary for documenting baseline operations and understanding future needs of each transit system. Items to collect and review include but are not limited to the following: transit plans, Regional Transportation Plans/Sustainable Communities Strategies, sustainability plans, energy plans, GHG reduction plans, Circulation Elements, transit maps, transit performance indicators, and more.

Once a thorough understanding of the system is achieved by the project team, they shall meet with Eastern Sierra Transit Authority to concur on foundational information. This will be summarized and formalized in a memo.

- **Responsible Party: CALSTART**

Task	Deliverable
3.1	<i>Summary of existing conditions and foundation for current and future infrastructure needs</i>

4. Task Title: Vehicles, Charging Infrastructure, and Site Analysis

Task 4.1 – Summarize Currently Available Vehicle Options

CALSTART will develop a matrix to compare all available (and anticipated) vehicle options currently on the market that are relevant to Eastern Sierra Transit Authority. CALSTART will research vehicle size capacity, maximum speed, maximum travel distance, average charging time and charging capacity, purchase price, average lifetime, vehicle length, purchase and lease options, and any other information deemed relevant to the Electrification Feasibility Study. Available vehicles will be compared with the current planned operations and tested for suitability. The project team will work with other regional partners to explore acquisition leverage and piggybacking on available regional or State contracts.

- **Responsible Party: CALSTART**

Task 4.2 – Charging/Hydrogen Fueling Site(s) Analysis

CALSTART will research and compare charging and hydrogen fueling site needs for each vehicle type and fleet size. Priority sites will be identified based on the route distances, charging capacity, and charging time for each vehicle. CALSTART will determine the number of charging and/or fueling stations needed and will begin exploring potential charging and fueling station site locations in coordination with the applicant. CALSTART will investigate the feasibility of on-site hydrogen production as well as delivered hydrogen. Ideal locations will require no cost of land acquisition for Eastern Sierra Transit Authority and will be located to reduce the overall necessary amount of infrastructure. In addition, CALSTART will coordinate with partner transit operators to identify potential for in-route charging. Sites will be put through a screening process to ensure appropriate energy availability, space requirements, potential for expansion, and adaptability. Existing and known sites will be evaluated for adaptability to accommodating an electric transit fleet. Funding from this feasibility study will assist in the layout concept and energy analysis.

If the Site Selection results determine land or right-of-way acquisition is necessary to implement the vehicle charging stations, the consultant will conduct a land acquisition analysis. A cost estimate for land acquisition will be developed based on average current land costs in the area.

- **Responsible Party: CALSTART**

Task 4.3 – Analyze Energy Needs

CALSTART will research energy needs for the current and future transit fleet electrification plan. Route energy modeling will be performed, and route lengths will be compared against charging

times and charging capacities and energy needs will be determined for each potential vehicle type. Select routes will be analyzed in detail to understand how the energy needs change based on variable parameters such as weather conditions and altitude, for example. CALSTART will visualize the total energy needs based on various charging configurations and develop load schedules for each of the sites. CALSTART will develop several charging scenarios to illustrate what the total energy needs are and how the energy needs change based on the time available for charging. This energy needs analysis will further inform the development of the charging schedules in Task 6.2

- **Responsible Party: CALSTART**

Task 4.4 – Utility Provider Coordination and Partnering Opportunities

The availability of power is a critical component of site location, fleet accommodation, and cost of charging infrastructure. Eastern Sierra Transit Authority will build off existing relationships with utility providers and current fleet electrification plans. Once new or existing potential sites are established or identified in Task 4.2, CALSTART will partner with the transit agency and utility providers to understand current availability of power to each site. Available energy will be analyzed against specific transit fleet needs and the project team will identify necessary improvements. All charging infrastructure upgrades will be conceptualized, charger locations on sites, line extensions, transformer upgrades, sub-station locations, and other comprehensive requirements. Concepts will be formalized for each of the three transit agencies and estimated for costs. In addition, CALSTART will explore a potential collaboration with other transit agencies or fleets within Eastern Sierra Transit Authority’s service area, which may have existing or planned charging infrastructure. Additionally, the project team will work with utility providers to establish the most cost-effective charging programs to utilize.

- **Responsible Party: CALSTART**

Task 4.5 – Maintenance and Training Needs

CALSTART will research in-shop maintenance needs for each potential vehicle type. Cost to train and employ mechanics, fleet operators, and any change in administrative and maintenance costs will be researched and summarized, as well as any special certifications or special equipment needed. CALSTART will research vehicle storage needs and any other criteria relevant to determining up-front and continual vehicle maintenance costs.

Task	Deliverable
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- **Responsible Party: CALSTART**

4.1	<i>Summary of current vehicle options and specs</i>
4.2	<i>Summary of charging site evaluation</i>
4.3	<i>Summary of energy needs per vehicle/fleet</i>
4.4	<i>Utility provider coordination summary</i>
4.5	<i>Summary of maintenance, training and operational costs</i>

5. Task Title: Stakeholder and Community Engagement

Task 5.1 – Stakeholder Involvement

The project team will engage existing transit planning stakeholders in the process. Stakeholders will be engaged directly through interviews and invited to participate in community engagement meetings.

- **Responsible Party: CALSTART**

Task 5.2 – Community Engagement Plan

The project team will prepare a community engagement plan that reaches constituents within current and planned transit route coverage areas. The engagement plan will target current and future users and include all rider types and socio-economic backgrounds. This engagement effort will specifically seek input from low income and disadvantaged communities in the service area. Community engagement will take place during the implementation of the feasibility study.

The engagement plan will include methods for the community to provide feedback such as surveys, direct online comment forms, physical comment forms, and through email. The community will also have the opportunity to provide feedback when the project is presented to Councils, Commissions and Boards.

Task	Deliverable
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- **Responsible Party: CALSTART**

5.1	<i>Stakeholder list, meeting agendas, meeting summaries</i>
5.2	<i>Community engagement plan</i>

6. Task Title: Develop Implementation Plan

Task 6.1 – Fleet Replacement Plan

The project team will utilize existing transit fleet replacement plans as a foundation for adapting to an electric fleet. Based on the findings from the Vehicle Needs Analysis, CALSTART will develop a timeline for scheduled vehicle replacements and charging/refueling infrastructure. CALSTART will research vehicle lifetime and cost replacement estimates, as well as battery lifetime and replacement cost estimates. The schedule will include both the initial phase of transitioning from a traditional to an electric vehicle fleet and the long-term phase of vehicle replacement and upkeep. The Innovative Clean Transit Act and the required targets for zero emissions transition will be referenced in the Plan.

- **Responsible Party: CALSTART**

Task 6.2 – Plan Infrastructure Deployment

CALSTART will provide a conceptual design identifying needed infrastructure upgrades and the layout of the charging infrastructure for the bus yards. CALSTART will share the conceptual single line drawings with the utility for service planning purposes. The single-line drawings can later be used by the transit agencies for their design/bid/build phases. CALSTART will collect and prepare a table listing all associated costs due to the infrastructure upgrades per bus yard. Detailed information about service voltage and load schedules will be provided.

CALSTART will also analyze distributed energy resources (DERs) such as photovoltaic solar installations and battery storage solutions that can lessen charging costs. The region is unique in that there are potential geothermal energy opportunities, and while currently academic, the technology will be discussed. CALSTART will list and recommend future funding opportunities related to DERs that the agency might consider.

Charging station management software solutions that can mitigate energy costs and alleviate charging management challenges will be explored, and a charging schedule will be developed to identify the ideal daily charging window and charging management process.

- **Responsible Party: CALSTART**

Task 6.3 – Prepare Cost Estimates

Standard pricing, equipment pricing, and construction costs will be included in the estimate of investment required. A comprehensive overview of the current pricing and trends of electric vehicles and the associated infrastructure components such as charging stations, facilities and power infrastructure needs will be provided. The infrastructure need will be based on findings from the existing conditions analysis, vehicle needs analysis, charging and site needs analysis, and projection of charging/refueling stations needed. Ongoing costs will be estimated for operating and maintenance expenses, energy costs, and ongoing fleet replacement costs.

- **Responsible Party: CALSTART**

Task 6.4 – Develop Funding Strategy

CALSTART will research infrastructure funding programs available through the Air Resources Board, Energy Commission and other resources. CALSTART will also prepare an analysis of current programs and funding opportunities available for local transit agencies. The analysis will include well known programs for all level of infrastructure needs such as capital purchase programs, incentive programs, collaborations, and energy supply and upgrades.

Task	Deliverable
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- **Responsible Party: CALSTART**

6.1	<i>Draft Fleet Management Plan</i>
6.2	<i>Draft Maintenance and Operational Plan</i>
6.3	<i>Draft Cost Estimates</i>
6.4	<i>Draft Funding Strategy</i>

Task Title: Transit Fleet Electrification Feasibility Study for the Eastern Sierra Transit Authority

Task 7.1 – Draft Electrification Feasibility Study

CALSTART will develop a draft Transit Fleet Electrification Study for Eastern Sierra Transit Authority including but not limited to the following sections: Introduction, Summary of Public and Stakeholder Participation, Existing Conditions and Foundation Assessment, vehicle Needs Analysis, Charging Infrastructure Needs Analysis, Funding Plan, and Implementation Plan. The Study will summarize all components necessary for a successful fleet electrification and management plan and will provide a set of guidelines for setting and meeting electrification goals in the future.

- **Responsible Party: CALSTART**

Task 7.2 – Present Study

CALSTART will organize a presentation and deliver copies of the draft Plan to Eastern Sierra Transit Authority during a regular meeting.

- **Responsible Party: CALSTART**

Task 7.3 – Address Comments

Any comments received from Eastern Sierra Transit Authority, or other interested parties will be reviewed thoroughly and implemented into the Final Study if applicable.

- **Responsible Party: CALSTART**

Task 7.4 – Develop Final Study

At the conclusion of the review and commentary period, CALSTART will prepare the Final Plan. CALSTART will prepare the requested number of hard copies of the Plan and will compile a digital library including all files created during the development of the Plan.

Task	Deliverable
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- **Responsible Party: CALSTART**

7.1	<i>Draft Study</i>
7.2	<i>Presentation</i>
7.3	<i>Summary of comments addressed</i>
7.4	<i>Final Study and digital documentation</i>

Eastern Sierra Transit Authority

RESOLUTION 2021-01

A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY FOR THE FY 2021/22 SUSTAINABLE TRANSPORTATION PLANNING GRANT IN THE AMOUNT OF \$150,000 TO FUND EASTERN SIERRA TRANSIT AUTHORITY'S FLEET ELECTRIFICATION FEASIBILITY STUDY. ALSO, TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN THE APPLICATION AGREEMENTS AND ANY AMENDMENTS;

WHEREAS, the Eastern Sierra Transit Authority (ESTA) is an eligible applicant and may receive federal funding from the Sustainable Transportation Planning Grant Funds through the California Department of Transportation; and

WHEREAS, the non-profit CALSTART is an eligible sub-applicant; and

WHEREAS, a restricted grant agreement is needed to be executed with California Department of Transportation before funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the Eastern Sierra Transit Authority wishes to delegate authorization to execute these agreements and any amendments to ESTA's Executive Director;

NOW THEREFORE, BE IT FURTHER RESOLVED by the Eastern Sierra Transit Authority, the submission of FY 2021/22 Sustainable Transportation Planning Grants in the amount of \$150,000 to fund Eastern Sierra Transit Authority's Fleet Electrification Feasibility Study is hereby authorized and that ESTA's Executive Director is authorized to sign the applications. Upon award of the grants, the Board delegates authorization to execute the grant agreements and any amendments to ESTA's Executive Director.

PASSED AND ADOPTED this 12th day of February 2021, by the following vote:

Ayes: Noes: Abstain: Absent:

Jim Ellis, Chair
Eastern Sierra Transit Authority

ATTEST: _____
Linda Robinson, Secretary

STAFF REPORT

Subject: 2021 Reds Meadow Shuttle Special Use Permit

Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA has operated or subcontracted the operation of the Reds Meadow shuttle service since 2009 through either a Challenge Cost Share Agreement or, beginning in 2012, a Special Use Permit with the U.S. Forest Service. Last year the service was cancelled due to Covid-19 restrictions.

ANALYSIS/DISCUSSION:

ESTA's operation of the Reds Meadow shuttle since 2012 has been governed by a Special Use Permit that is issued for each summer season's operation. This year, the Forest Service has moved to a five-year permit that only requires annual updates to our operating plan.

The Special Use Permit for the 2021 Reds Meadow season is based on and includes all material aspects of the 2020 Permit. It is expected that the term of the Permit shall not exceed 180 days in length and will expire no later than October 31, 2021. Other provisions from previous years that are expected to be incorporated in the 2021 Permit include:

- Non-exclusive use: Other uses that do not materially interfere with ESTA's authorized use will be permitted.
- Description of applicable annual fees (3% of gross revenue)
- Requirement for submittal of annual operating plan

The 2021 Special Use Permit application and Operating Plan are attached for the Board's review.

FINANCIAL CONSIDERATIONS

The operation of the Reds Meadow Shuttle service under a Forest Service Special Use Permit allows the Authority to apply excess program income to the Authority's fund balance in order to strengthen the Authority's financial position overall and to provide a financial cushion for the operation of the Shuttle service. In FY 2021/22, revenues are uncertain due to the Covid-19 emergency. A typical year will generate approximately \$480,000 in revenues, which will include a \$55,000 contribution to the maintenance fund for the rehabilitated Reds Meadow

Road. The revenues and expenses for the 2021 Reds Meadow Shuttle service is normally included in the budget. However, this year, we expected to make the decision on whether or not to deliver the service based on social distancing restrictions. If the restrictions stay in place, then cancelling the shuttle is the prudent thing to do. Otherwise, the visitor experience is diminished and the financial loss too severe.

RECOMMENDATION

The Board is requested to authorize the Eastern Sierra Transit Authority to enter into a Special Use Permit to be issued by the U.S. Forest Service for the operation of the Reds Meadow Shuttle service in 2021, and to authorize the Executive Director to execute all required documents for the Permit.

2021 Operating Plan
Eastern Sierra Transit Authority

_Phil Moores_____ _11/3/2020_____

Prepared By

Date

Reviewed By-Special Use Permit Admin.

Date

Approved by District Ranger

Date

Mammoth & Mono Lake Ranger Districts

I. GENERAL OVERVIEW OF OPERATIONS

This operating plan outlines the expectations and requirements of Eastern Sierra Transit Authority (ESTA), the Inyo National Forest and the Devils Postpile National Monument National Park Service for the Reds Meadow Shuttle service.

1. Shuttle Fees

- a. Shuttle fares are as follows:
- | | |
|--|-----------|
| Adult (over 15 years old) daily pass: | \$10.00 |
| Child (aged 3 – 15 years old) daily pass: | \$5.00 |
| Infant (< 2 years old): | no charge |
| Adult 3-day pass (good for 3 out of 5 days): | \$20.00 |
| Child 3-day pass (good for 3 out of 5 days): | \$10.00 |
| Adult season pass (good for all of 2021): | \$50.00 |
| Child season pass (good for all of 2021): | \$25.00 |
| Dog: | no charge |
- b. ESTA or its surrogate will collect passenger fares during all hours of shuttle operations and provide sufficient staffing and/or ticket vending machines to minimize passenger wait time for ticket purchase.
- ESTA, or its surrogate, will sell shuttle tickets from a dedicated ticket sales window at the Adventure Center or bus loading area from 8:00a.m. until 5:00p.m. Hours may be reduced on Reduced Schedule service days. Tickets may be purchased aboard the bus, or at MMSA outlets on these days.
 - When tickets are not being sold from the Adventure Center or loading area, passengers may purchase tickets from shuttle drivers.
 - ESTA, or its surrogate, will accept all major credit cards and cash for payment of shuttle fares at ticket sales outlets.
 - Shuttle drivers need only accept cash and need not guarantee correct change for tickets sold aboard the bus.
- c. Passengers boarding the shuttle within the Reds Meadow Valley will be charged fares as follows:
- Passengers initiating shuttle transportation within the Reds Meadow Valley must pay the fare to use the shuttle. The fare is valid for a round-trip, including the trip back into the Valley, if desired.
 - Passengers who paid the exception vehicle fee to stay in Reds Meadow Valley must pay the fare to use the shuttle to travel out or into the Valley. The fare is valid for a round-trip.
 - All passengers who travel only to stops within the Reds Meadow Valley will be allowed to ride without paying a fare.
- d. ESTA or its surrogate will honor concessionaire or employee passes created by the Forest Service.
- The Forest Service will limit distribution of concessionaire and employee passes to:
 - Forest Service or National Park Service staff who live or work in Reds Meadow Valley,
 - Red's Meadow Resort staff who live or work in the Reds Meadow Valley,
 - Campground concessionaire staff that live or work in the Reds Meadow Valley, and
 - Outfitters and guides with Special Use Permits to operate in Reds Meadow Valley (pass is not valid for their customers).
 - ESTA may document the use of Forest Service season passes to demonstrate the financial impact to revenues.
- e. On-duty Forest Service and National Park Service staff may ride the shuttle at no cost (including work related travel or travel to or from living quarters or duty stations), as room allows.
- f. All adjustments to the Reds Meadow Shuttle fare structure shall be subject to review and approval by the Forest Service.

2. Shuttle Route

- a. Reds Meadow Shuttles will operate into and out of Reds Meadow Valley between the Mammoth Mountain Adventure Center or The Village depending on schedule, and the Red's Meadow Resort. Each trip will include stops, if requested by passengers or waiting passengers are present, at the following locations: Agnew Meadows, Starkweather Lake, Upper Soda Springs campground, Pumice Flats campground, Minaret Falls campground, Devils Postpile Ranger Station, Sotcher Lake, Reds Meadow campground, Rainbow Falls trailhead and the Red's Meadow Resort.
- Designated shuttles will begin their route at The Village in the Town of Mammoth Lakes.
 - All shuttles will stop at Devils Postpile Ranger Station.
 - Inbound shuttles that are operating in addition to the scheduled times do not need to continue beyond the Devils Postpile Ranger Station and may return direct to the Adventure Center.
 - Outbound shuttles departing from Reds Meadow Resort that are full and have no passengers wishing to disembark at the Devils Postpile Ranger Station need not stop at the Devils Postpile.
- b. The route name, "Reds Meadow-Devils Postpile," "Reds Meadow," or "Devils Postpile" shall be clearly displayed on the shuttle's integral route sign, when the vehicle is so equipped, or alternatively on a sign placed on the front of the shuttle.
- A sign indicating the route direction shall be clearly displayed on the front of the shuttle.

3. Shuttle Schedule

- ESTA will operate the Reds Meadow Shuttle service daily between the anticipated start date of, May 23, 2021 and scheduled end date, October 31, 2021.
- ESTA will, at a minimum, follow the shuttle schedule attached as Appendix D from June 20, 2021 through August 17, 2021, plus the 3-day Labor Day holiday weekend.
- Upon agreement between ESTA and the Forest Service, ESTA may operate the mandatory shuttle service on days prior to June 20, 2021. In the event this early season service is operated, the schedule for the service will be developed and agreed to by ESTA and the Forest Service.
- ESTA or its surrogate will provide sufficient shuttle capacity to meet ridership demand to minimize passenger waiting time. Average passenger wait time greater than 30 minutes is considered excessive.
- The Forest Service and ESTA shall jointly develop any revised schedule to appropriately address increased or decreased demand during the operating season, if necessary. ESTA will coordinate any regular adjustments to the shuttle schedule with the Forest Service.

4. Promotional material
 - a. ESTA will design informative /shuttle promotional material that includes, at a minimum:
 - Dates of operations,
 - Hours of operation and daily schedule,
 - Fare structure,
 - Ticket outlet locations and methods of payment,
 - Route map with boarding and alighting locations,
 - Dog ridership information, and
 - US Forest Service and National Park Service logos and any required verbiage.
 - b. Forest Service shall approve of all informative/shuttle promotional material developed by ESTA.
 - c. ESTA will produce and distribute approved shuttle promotional material.
 - d. Forest Service and National Park Service will provide artwork, logos and any required verbiage, in an acceptable format, to ESTA for use on all shuttle schedules, and promotional material.
 - e. Forest Service, National Park Service and ESTA will provide schedule, fare and pertinent rider information (information in Section 1.4.a.) about the Reds Meadow Shuttle service on agency websites.
 - f. Forest Service will distribute promotional media to Inyo National Forest welcome and visitor centers, campgrounds within the Reds Meadow Valley and the Red's Meadow Resort and pack station.
 - g. ESTA will distribute promotional material to Mammoth Mountain Ski Area, The Village, Chambers of Commerce, Yosemite Area Regional Transportation System (YARTS) and key information outlets in the greater Mammoth Mountain area.
 - h. Forest Service and National Park Service will be responsible for any interpretive or promotional material for display or distribution at shuttle stops or on shuttle vehicles.
 - i. ESTA will make available two interior advertising card spaces per bus for Forest Service or National Park Service interpretive or promotional information.
5. Employee education and public interaction
 - a. ESTA will ensure all ESTA staff and surrogate staff that interacts with the public is courteous and respectful to the visiting public.
 - b. To ensure ESTA or its surrogate staff provide excellent customer service and are knowledgeable about the area, Forest Service and/or National Park Service will provide personnel, for up to four (4) hours, for Reds Meadow Shuttle staff orientation training on the history, resources and recreational opportunities in the Reds Meadow Valley. This training is intended to empower shuttle drivers, customer service agents and ticket sales staff with basic, accurate answers to common visitor questions. ESTA, or its surrogate, will make employees who have not previously completed this orientation available for orientation training prior to the inception of shuttle service.
 - c. National Park Service will produce and provide copies of a shuttle driver informational tool of the history, resources and recreational opportunities in the Reds Meadow Valley to ESTA for distribution to Reds Meadow Shuttle staff.
 - d. Forest Service and/or National Park Service staff may provide on-shuttle interpretive discussion.
 - e. ESTA or its surrogate will solicit, document and respond to passenger inquiries, comments, and complaints within 72 hours of receipt of such and provide a copy of each with response to the Forest Service Program Manager on a weekly basis. Serious complaints, such as those involving safety or visitor injuries, must be addressed immediately and reported to the Forest Service Program Manager in the most expeditious manner.
 - f. ESTA, Forest Service and National Park Service will share copies of all customer comments and complaints received.
6. Coordination
 - a. Forest Service and ESTA will develop a program budget that provides the greatest level of service while maximizing the limited resources available for this program.
 - b. All sub-contracts or sub-agreements to this agreement shall be coordinated between ESTA and the Forest Service.
 - c. Forest Service and ESTA will coordinate shuttle operation beginning and ending dates.
 - d. Forest Service will arrange and ESTA will attend a pre-season planning meeting, operating season meetings, as needed, and a post-season wrap-up meeting with appropriate agency staff and key stakeholders.
 - e. Forest Service and National Park Service will direct groups requesting transportation into the Reds Meadow Valley to ESTA for proper handling.
 - f. Forest Service will monitor shuttle service and coordinate any adjustments to schedule or route with ESTA.
 - g. ESTA will provide any details about schedule changes or other pertinent information useful to the public to Mammoth Mountain Ski Area, The Village, Chambers of Commerce, Yosemite Area Regional Transportation System (YARTS) and key information outlets in the greater Mammoth Mountain area.
 - h. The Minaret Vista Checkpoint will coordinate with ESTA or its surrogate to allow large RVs, vehicles towing trailers, tour buses and other large vehicles to follow Reds Meadow shuttle buses into and out of the Reds Meadow Valley.
 - i. ESTA will provide two-way radio capability to the Minaret Vista Station to allow radio contact with shuttle drivers and supervisor.
 - j. Forest Service will allow ESTA to house a 2-way radio repeater in the Minaret Vista Station.
7. Reporting
 - a. ESTA will submit to the Forest Service Program Manager operations reports in the format prescribed in Appendix E. Reports shall be provided in electronic format.
 - b. ESTA will submit a season-end operation report to the Forest Service Program Manager, within 45 days of cessation of shuttle service. The report shall include, at a minimum, a compilation of weekly and monthly performance statistics detailing the following:
 - Total Fare Revenue
 - Average Passenger Fare
 - Total Vehicle Service Hours
 - Total Vehicle Service Miles
 - Passengers per Vehicle Service Hour
 - Average Number of Buses Utilized per Day
 - Peak Number of Buses Utilized per Day
 - Total Number of Missed Runs
 - Total Number of Maintenance Road Calls

- Operating Statistics for the Intra-Valley Shuttle, if operated
- c. A season end report detailing net program income/loss; operating expense per shuttle trip; operating expense and revenue per passenger; farebox recovery ratio; year-to-year comparisons of key financial and operational statistics; and, a general review of the season's shuttle service including proposed improvements or amendments to future operations will be provided within 30 days of the expiration of the special use permit.
 - d. Forest Service Program Manager will coordinate the distribution of reports to the National Park Service.
 - e. Forest Service agrees to maintain passenger entrance and exit count data at the Minaret Vista Station (on a calculator, ESTA provided computer enabled with a data entry form, or other mutually agreeable equipment) and to provide information from this count data to ESTA's Dispatcher or Operation's Supervisor to assist with planning for daily service out of the Valley.
8. Emergency Procedures and Safety
 - a. Standee passengers on shuttles shall be allowed. ESTA shall minimize the need for standee passengers through the provision of sufficient service capacity to meet demand. ESTA may permit a limited number of standees on shuttle vehicles, at its discretion, given the passenger is capable of properly restraining themselves and does not present a safety hazard to himself/herself or other passengers, will not block aisle ways with carry-on items and the vehicle meets federal regulations regarding standing passengers. No passenger will be required to stand.
 - b. ESTA will provide Forest Service Program Manager a copy of insurance documentation to support coverage as required under the Special Use Permit.
 - c. ESTA will provide written verification to the Forest Service Program Manager that a vehicle safety inspection has been performed on each bus and that each bus passed the inspection. The vehicle safety inspection must be performed prior to transporting passengers.
 - i. The minimum requirements for passing the vehicle safety inspection shall be those specified by the California Highway Patrol for transit buses.
 - ii. Prior to operation each day, a vehicle inspection will be completed as required by law. Vehicle Inspection Reports will be carried in all vehicles at all times.
 - d. ESTA will provide the Forest Service with copies of all collision and incident reporting protocol and forms that will be used in the event of a safety or security incident.
 - e. In the case of any shuttle collisions or incidents requiring medical attention, law enforcement assistance, or any other potentially serious situations, ESTA will follow their established protocol for such incidents.
 - i. Any collision or incident requiring medical attention or involving a fatality shall be reported to the Forest Service Program Manager immediately.
 - ii. Any incident that will block or delay traffic should be communicated as soon as is reasonable to the Minaret Vista Checkpoint.
 - iii. The Forest Service Program Manager shall be notified of all collisions or incidents within 24 hours.
 - iv. ESTA or its surrogate shall provide copies of all collision or incident reports to the Forest Service Program Manager within 72 hours.
 - f. Emergency dispatch numbers will be known by all employees.
 - i. Owens Valley Interagency Communications Center (Dispatch): **760-873-2488**
 - ii. Reds Meadow Shuttle supervisor: **760-920-3359**
 - iii. ESTA Mammoth Supervisor **760-924-3184**
 - iv. ESTA Executive Director **760-872-1901**
 - v. ESTA Administration: **760-872-1901**
 - g. Minor searches within Devils Postpile National Monument will be coordinated through National Park Service. Minor searches include visitors on day hikes where family members or groups have become separated and are reported missing. Contact National Park Service staff at the Devils Postpile Ranger Station or at the **emergency contact line: 760-934-8170**
 - h. On major searches, the National Park Service will serve as the initial contact to the Mono County Sheriff's Department; otherwise the reporting party should call 911. All major searches or rescue operations will involve the Mono County Sheriff's Department.
 - i. Requests for helicopter rescues will be coordinated through the Mono County Sheriff's Department. Forest Supervisor approval must be obtained prior to all flight for life rescues in any Wilderness area. Approval from the Park Superintendent or their designee must be obtained prior to all flight for life rescues in the Devils Postpile National Monument.
 - j. Reds Meadow shuttle drivers will maintain a maximum travel speed within the Reds Meadow Valley to provide a safe and scenic tour for passengers. The maximum speed limit on the entrance/exit grade and Devils Postpile National Monument road is 15 miles per hour and 25 miles per hour on the Valley road. Travel speeds should be slower under adverse driving conditions.
 - k. Reds Meadow shuttle drivers will be trained and demonstrate skill on the proper operation of the shuttle vehicle and passing of vehicles in the Reds Meadow Valley operating environment where variable roadway width, steep grades, curvilinear and single lane road sections present operational challenges.
 - l. ESTA or its surrogate will maintain the exterior and interior cleanliness of all vehicles in satisfactory condition at all times.
 - i. Shuttle windows should be cleaned daily.
 - m. Forest Service will maintain and clean the bus stops in the Reds Meadow Valley.
 - n. Idling of shuttles will be in accordance with the California Air Resources Board.
 - o. Forest Service will maintain vegetation along roadways as to minimize damage to shuttle vehicles.
 9. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Appendix B – Trip Itinerary

The Reds Meadow Shuttle service operates along approximately 15 linear miles from The Village in the Town of Mammoth Lakes to the Reds Meadow Resort at the end of the paved road in the Reds Meadow Valley. The Shuttle makes a limited number of morning stops at the Mammoth Lakes Park & Ride, and The Village. The primary boarding location for the Shuttle is at Adventure Center at Mammoth Mountain Ski Area. The shuttle then makes stops at the Minaret Vista, Agnew Meadows, Starkweather Lake, Upper Soda Springs Campground, Pumice Flat Campground, Minaret Falls Campground, Devils Postpile National Monument, Sotcher Lake, Reds Meadow Campground, Rainbow Falls Trailhead and Reds Meadow Resort. The shuttle provides at least 20-minute frequency service from 10:00am until 4:00pm. During the early morning hours (7:00a.m. to 10:00a.m.) and late afternoon/evening hours (4:00p.m. to 8:30p.m.) the shuttle operates with 45-minute frequency. Early season (prior to June 20, 2021, if operated) and late season (after August 17, 2021) service may be on a more limited schedule.



Appendix D - Shuttle Schedule

Shuttle to run continuous service 7:15am to 8:30pm daily. At least hourly service from The Village will be provided between 7:15a.m. and 8:45a.m., and 30-minute frequency will be available from 9:00a.m. until 5:00p.m. on the Mammoth Mountain Bike Park Shuttle on a space-available basis. Additional shuttles will be added to the minimum level of service from the Adventure Center to meet service demand, including advance group reservations.

Typical day - minimum level of service

6	Minimum number of vehicles in service per day
3	Scheduled pick-up times at The Village (7:15am, 8:00am, 8:45am, then every 30 minutes or less until 5:00pm using the Mammoth Bike Park Shuttle connection)
28	Minimum number of round trips per day
1,120	Minimum inbound passenger capacity
520	Peak period* inbound passenger capacity

Peak Service Holiday weekends - minimum level of service

11	Minimum number of vehicles in service per day
3	Scheduled pick-up times at The Village
47	Minimum number of round trips per day
1,880	Minimum inbound passenger capacity
1,000	Peak period* inbound passenger capacity

Reduced schedule - minimum level of service (prior to June 16 if operated and, August 19 - September 5 excluding the Labor Day weekend)

4	Number of vehicles in service per day
3	Scheduled pick-up times at The Village
22	Number of round trips per day
960	Total passenger capacity

*Peak period is 9:00am – 1:00pm

2021 Daily Schedule

June 20, 2021 - August 17, 2021 plus Labor Day Weekend
(reduced schedule to be operated before and after these dates)

Pickup/Departure: Every 45 minutes from 7:45 am to 10:00 am,
& 4:00 pm to 7:00pm;
Every 20 minutes from 10:00 am to 4:00 pm

Departure from the Village to Mammoth Mountain Adventure Center
7:15 AM
8:00 AM
8:45 AM
Departure from Mammoth Mountain Adventure Center to Reds Meadow Resort
7:30 AM
8:15 AM
9:00 AM
9:45 AM
from 10:00 am until 4:00 p.m., a bus will depart from the Adventure Center every 20 minutes or less
4:45 PM
5:30 PM
6:15 PM
7:00 PM
Departure from Reds Meadow Resort to Mammoth Mountain Adventure Center
8:15 AM
9:00 AM
9:45 AM
10:30 AM
from 10:30 a.m. until 4:45 p.m., a bus will depart from Reds Meadow Resort every 20 minutes or less
5:30 PM
6:15 PM
7:00 PM
7:45 PM

Appendix E

Weekly and monthly report templates.

REDS MEADOW SHUTTLE WEEKLY REPORT									
SVC_DATE	8/7/2017	8/8/2017	8/9/2017	8/10/2017	8/11/2017	8/12/2017	8/13/2017		
SVC_HOURS	59.85	50.70	49.50	52.33	59.98	63.30	59.17	56.40	Average/Day
SVC_MILES	766	656	661	661	776	822	775	731.00	Average/Day
RIDERS_IN	1,148	1,109	971	988	1,081	1,441	1,172	1,130.00	Average/Day
RIDERS_OUT	1,058	1,202	968	1,002	1,041	1,458	1,220	1,135.57	Average/Day
RUNS	37	31	32	32	39	41	37	35.57	Average/Day
PK_RIDERS_IN	607	512	411	601	690	691	595	606.71	Average/Day
PK_RIDERS_OUT	130	132	105	153	178	178	171	149.57	Average/Day
PK_RUNS	12	10	12	12	15	13	12	12.29	Average/Day
VEH_COUNT	9	7	7	7	8	9	8	7.86	Average/Day
FARES	\$6,974	\$7,453	\$6,344	\$6,263	\$7,083	\$9,515	\$7,523	\$51,155	Total
DOGS	29	50	20	39	31	42	40	251	Total
BIKES	0	0	0	0	0	0	0	0	Total

Reds Meadow/Devils Postpile Shuttle 2017 Operating Season - Monthly Report (preliminary) AUGUST																
Date	# Shuttle Trips	Inbound Passenger Count ¹	Total Passenger Trips ²	Village Boardings	Ticket Sales - Ticket Office							On-Board Ticket Sales			Total Fare Revenue	
					Adult	Child	< 2	3 of 5 Days		Season Pass		Ticket Office \$	Adult	Child		Onboard Fare
8/1	36	1315	2600	2	893	304						\$7,467	18	4	\$142	\$7,609
8/2	31	1100	2228	27	809	258						\$6,695	27	0	\$189	\$6,884
8/3	34	1049	2365	11	742	271		3	2			\$6,336	36	28	\$442	\$6,778
8/4	48	1595	3145	9	1236	367		6				\$10,204	56	5	\$368	\$10,572
8/5	46	1435	3095	50	1119	317				1		\$9,136	77	1	\$549	\$9,685
8/6	34	1222	2736	18	888	289		4	1			\$7,436	40	0	\$280	\$7,716
8/7	37	1148	2361	22	794	265		7	2	1		\$6,767	29	1	\$207	\$6,974
8/8	31	1109	2627	25	815	264		2	2	1		\$6,840	77	11	\$613	\$7,453
8/9	32	971	2117	16	738	196						\$5,950	50	11	\$394	\$6,344
8/10	32	988	2193	28	664	284		7	2			\$5,898	49	9	\$365	\$6,263
8/11	39	1081	2365	22	820	262						\$6,788	41	2	\$295	\$7,083
8/12	41	1441	2925	12	1107	303		2	2			\$9,005	70	5	\$510	\$9,515
8/13	37	1172	2414	13	903	220		2				\$7,229	42	0	\$294	\$7,523
8/14	32	933	1989	14	711	206		8				\$5,913	33	3	\$243	\$6,156
8/15	34	991	2183	5	696	217						\$5,796	41	1	\$292	\$6,088
8/16	29	761	1473	20	550	153		8	8			\$4,638	37	0	\$267	\$4,905
8/17	28	763	1711	9	581	132						\$4,595	26	3	\$194	\$4,789
8/18	33	847	1819	29	667	141		8	2			\$5,361	60	5	\$440	\$5,801
8/19	36	1106	2160	18	903	201						\$7,125	39	3	\$291	\$7,416
8/20	34	969	2205	3	773	241		3	3			\$6,069	40	0	\$282	\$6,351
8/21	29	564	1098	7	439	179		6				\$3,473	65	1	\$459	\$3,932
8/22	28	571	1236	28	442	76		5		2		\$3,538	57	8	\$424	\$3,962
8/23	29	546	1090	19	423	75						\$3,296	40	2	\$288	\$3,584
8/24	28	526	1196	16	436	55						\$3,272	55	0	\$400	\$3,672
8/25	29	735	1411	7	580	90		2				\$4,448	60	2	\$428	\$4,876
8/26	28	907	1915	25	767	100						\$5,769	82	1	\$578	\$6,347
8/27	28	729	1734	17	596	100		2	1			\$4,608	50	0	\$350	\$4,958
8/28	28	451	1027	11	386	51		2				\$2,934	53	0	\$371	\$3,305
8/29	28	400	971	14	319	41						\$2,397	39	1	\$277	\$2,674
8/30	29	383	669	12	309	33		2				\$2,323	44	1	\$313	\$2,636
8/31	28	346	781	11	294	23		3				\$2,192	32	0	\$236	\$2,428
Total	1,016	28,154	59,839	520	21,405	5,521	0	86	25	5	0	\$173,498	1,465	108	\$10,781	\$184,279

1 - Passenger count from Trip Sheets
2 - Total count of passenger boardings at all stops

STAFF REPORT

Subject: Federal Fiscal Year 2021 Certifications and Assurances

Initiated by: Phil Moores, Executive Director

BACKGROUND

The Eastern Sierra Transit Authority, which is considered a sub-recipient by the California Department of Transportation (Caltrans) for federal funding, submits required certifications and assurances to Caltrans on an annual basis in conjunction with receipt of Federal funding for its transportation programs.

ANALYSIS/DISCUSSION:

In order to receive Federal Transit Administration (FTA) assistance, recipients and sub-recipients must provide certain certifications and assurances required by Federal law or regulation. Submittal of these certifications and assurances is required on an annual basis.

The FTA Certifications and Assurances for 2021 have been consolidated into 21 groups. At a minimum, a Subrecipient must provide the assurances in Group 01 and, if the Subrecipient requests more than \$100,000, the Subrecipient must also provide the Lobbying certification in Group 02. Depending on the nature of the Subrecipient and its Project, the Subrecipient may need to provide some of the certifications and assurances in Groups 03 through 21. However, instead of selecting individual groups of certifications and assurances, the Subrecipient may make a single selection that will encompass all groups of certifications and assurances applicable to all FTA programs. The Preface states that applicants are responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its project, itself, any subrecipient, or any other third party participant in its project. The type of project and subrecipient will determine which certifications and assurances apply. The Certifications and Assurances clearly state that any provision of an Assurance that does not apply will not be enforced. For this reason, and in accordance with the practice in previous years after consultation with legal counsel, staff has determined to select the option agreeing to comply with all applicable provisions of Groups 01 – 21.

The FY 2021 Federal Certifications and Assurances has been reviewed by John Vallejo, Assistant County Counsel Inyo County. Affirmation of the Certifications and Assurances by ESTA's legal counsel is required as part of the submittal.

The FY 2020 Federal Certifications and Assurances are included on the following pages for the Board's information.

FINANCIAL CONSIDERATIONS

Approval and submittal of the FY2021 Certifications and Assurances is required in order to receive federal operating and capital assistance. ESTA's FY2020/21 budget includes approximately \$3.4 million in federal funding. Around \$2 million of this is federal capital grants which is given on a reimbursement schedule.

RECOMMENDATION

The Board is requested to authorize the Executive Director to sign the Federal Fiscal Year 2021 Certifications and Assurances binding ESTA's compliance with these certifications and assurances for Federal Transit Administration assistance programs.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

- an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS
PILOT PROGRAM.**

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Eastern Sierra Transit Authority

The Applicant certifies to the applicable provisions of categories 01-21. yes

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

Fiscal Year 2021

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs _____
- 13 State of Good Repair Grants _____
- 14 Infrastructure Finance Programs _____
- 15 Alcohol and Controlled Substances Testing _____
- 16 Rail Safety Training and Oversight _____
- 17 Demand Responsive Service _____
- 18 Interest and Financing Costs _____
- 19 Construction Hiring Preferences _____
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations _____
- 21 Tribal Transit Programs _____

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Eastern Sierra Transit Authority

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

Certifications and Assurances

Fiscal Year 2021

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: Phil Moore Date: 1/16/21
Name: Phil Moore Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant) Eastern Sierra Transit Authority

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: [Signature] Date: 01/21/21
Name: John-Carl Vallejo Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Certifications & Assurances

Fiscal Year 2021

For Federal fiscal year 2021, FTA made the following changes to the annual Certifications and Assurances. This document is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

Added coronavirus relief and CARES Act certification

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Pub. L. 116–260, Div. M), requires that, to the maximum extent possible, funds made available under the Act and in title XII of division B of the CARES Act (Pub. L. 116–136) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation), unless the recipient certifies that it has not furloughed any employees.

Removed certification regarding restricted telecommunications and video surveillance equipment and services

The John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115–232, § 889 (Aug. 13, 2018), prohibits FTA from obligating or expending grant funds to acquire “covered telecommunications equipment or services” from companies based in the People’s Republic of China after August 13, 2020. For Fiscal Year 2020, FTA required applicants to certify that they would not use Federal funds to acquire the covered equipment or services after the effective date. The covered equipment and services still are ineligible for Federal funding, however, in August 2020, the U.S. Office of Management and Budget added a new regulation, 2 CFR § 200.216 (“Prohibition on certain telecommunications and video surveillance services or equipment”), rendering FTA’s certification unnecessary.

Updated certification regarding public transportation agency safety plans (PTASP)

For Fiscal Year 2020, FTA required this certification from each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d) by July 20, 2020. FTA updated the annotation before this certification to reflect that the effective date has passed and certification is required.



(Note: On April 22, 2020, FTA published a temporary Notice of Enforcement Discretion stating that, in light of the extraordinary operational challenges presented by the COVID-19 public health emergency, FTA would refrain from taking enforcement action until December 31, 2020, if an FTA recipient or subrecipient subject to the PTASP regulation is unable to certify that it has established an Agency Safety Plan that complies with the regulation. On December 11, 2020, FTA published a second Notice of Enforcement Discretion extending the period of nonenforcement to July 20, 2021.)

Added catch-all certification for Public Transportation on Indian Reservations Formula and Discretionary Programs (Tribal Transit Programs)

To reduce confusion and administrative burden on federally recognized Indian tribes, FTA created a catch-all certification for the Tribal Transit Programs. Tribal Transit Program applicants may certify to this catch-all Category and Category 1 (Certifications and Assurances Required of Every Applicant), and need not make any other certification to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, December 11, 2020 Meeting

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:02 a.m. on Friday, December 11, 2020, via Zoom. The following members were present: Bob Gardner, Karen Schwartz, Jennifer Kreitz, Dan Tothoroh, Jim Ellis. Jeff Griffiths joined the meeting at 11:04 a.m. Bill Sauser and Cleland Hoff were absent. Director Gardner led the Pledge of Allegiance.

Public Comment	None
Executive Directors Report	Mr. Moores reported on ESTA activities and performance.
Financial Report FY 2019/20	Mr. Moores presented the 2019-20 financial report as of October 29, 2020.
Financial Report FY 2020/21	Mr. Moores presented the 2020-21 financial report as of December 2, 2020.
Ridership Report	Mr. Moores presented the Ridership Report for October, 2020.
Strategic Business Plan Report	Mr. Moores presented the ESTA performance dashboard and FY2021-23 Strategic Business Plan.
Election of 2021 Board Chair and Vice-Chair	<p>Moved by Director Gardner and seconded by Director Griffiths to elect Jim Ellis as the 2021 Board Chair.</p> <p>Roll call vote taken. Motion carried 6-0. Directors Sauser and Hoff absent.</p> <p>Moved by Director Gardner and seconded by Director Schwartz to elect Director Krietz as the 2021 Vice Chair.</p> <p>Roll call vote taken. Motion carried 6-0 with Directors Sauser and Hoff absent.</p>
2021 Board Meeting Calendar	<p>Moved by Director Tothoroh and seconded by Director Schwartz to approve a schedule of dates for the regular meetings of the Board for 2021.</p> <p><u>2021 Board Meeting Calendar:</u> January 8 in Bishop, 9am February 12 in Mammoth, 11am March 12 in Bishop, 9am April 9 in Bishop, 11am May 14 in Mammoth, 9am</p>

	<p>June 11 in Mammoth, 11am July 9 Bishop, 9am August 13 Bishop, 11am September 10 in Mammoth, 11am October 8 in Mammoth, 11am November 12 in Bishop, 9am December 10 in Bishop, 11am</p> <p>Roll call vote taken. Motion carried 6-0 with Directors Sauser and Hoff absent.</p>
<p>Short Range Transit Plan/Coordinated Human Services Plan RFP</p>	<p>Moved by Director Kreitz and seconded by Director Sauser to approve the Executive Director to issue a Request for Proposals in an effort to contract a company to conduct the planning for the Short-Range Transit Plan and the Coordinated Human Services Plan. And to authorize the Executive Director to negotiate the contract with the selected company.</p> <p>Roll call vote taken. Motion carried 6-0. Directors Sauser and Hoff absent.</p>
<p>ADA Transition Plan and CJPIA Funding</p>	<p>Moved by Director Griffiths and seconded by Director Kreitz to authorize the Executive Director to apply for the California Joint Powers Insurance Authority ADA Transition Plan loan program. And to authorize the Executive Director to sign any necessary contracts.</p> <p>Roll call vote taken. Motion carried 6-0. Directors Sauser and Hoff absent.</p>
<p>Consent Agenda: Approval Of Regular Meeting Minutes of October 16, 2020. Approve Additional Employee Leave</p>	<p>Moved by Director Sauser and seconded by Director Kreitz to approve the Consent Agenda Consisting of:</p> <p>Approval of Meeting Minutes of October 16, 2020.</p> <p>Medical Leave Extension</p> <p>Roll call vote taken. Motion carried 6-0. Directors Sauser and Hoff absent.</p>
<p>Board Member Comments</p>	<p>Director Ellis said thank you all for the Zoom meetings and wish everyone Merry Christmas! Thank you all for a great year. We'll do better next year.</p> <p>Director Totheroh thanked everyone for their service for the year.</p>

	<p>Director Kreitz thanked Supervisor Gardner as the chair this past year and really keeping everyone on task. I can depend on these meetings to move efficiently. Happy Holidays, Happy Hanukah, Merry Christmas and Happy New Year. See you all in January.</p> <p>Director Schwartz wished everyone a safe holiday season. And said great working with all of you, I look forward to 2021.</p> <p>Director Griffiths Merry Christmas and Happy Holidays to everyone.</p> <p>Director Gardner thanked Phil, Karie, Dawn and Linda for their service to ESTA. It's been a good year, tough year. 2021 will be better. We all look forward to that. Hope everyone has a safe holiday with a small amount of people in a safe environment. Thank you all for your service and look forward to seeing everybody on January 8th.</p>
Adjournment	<p>The Chairperson adjourned the meeting at 12:10 p.m.</p> <p>The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for January 8, 2021 at 9:00 am. Check ESTA website for details on attending the meeting.</p>

Recorded & Prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved: