



BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY

Special Meeting

Friday, March 16, 2018

Immediately following the regular meeting but no earlier than 8:45 a.m.

Meeting Location:

Town of Mammoth Lakes Council Chambers
Minaret Village Shopping Center, Suite Z
Mammoth Lakes, California

Teleconference Location:

City of Bishop Council Chambers
301 West Line St, Bishop, California

Board Members may participate from the teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the public comment opportunities provided on the agenda.

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)

DISPOSITION

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENT

INFORMATION

5. APPROVAL OF MINUTES: Regular meeting of January 19, 2018

ACTION

6. CONSENT AGENDA

ACTION

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

- a. Ratification of unpaid leave extension
- b. Renewal of lease agreement with Inyo County for office space at the Bishop Airport
- c. Renewal of lease agreement with Inyo County for bus parking area.
- d. Federal Fiscal Year 2018 Certifications and Assurances

7. AMENDMENT OF LEGAL SERVICES AGREEMENT ACTION
 Staff recommendation: The Board is requested to approve the agreement with Inyo County for the provision of legal services, which authorizes an increase in compensation for these services, and to authorize the Chair to sign the agreement on behalf of the Board.

8. BOARD MEMBER STIPEND ACTION
 Staff recommendation: The Board is requested to approve a policy authorizing the payment of a stipend to ESTA's Board members, and if so approved, to indicate an effective date for the policy.

9. FINANCIAL REPORT RECEIVE AND FILE
 FY 2017/18 report for the period ending March 13, 2018

10. OPERATIONS REPORT RECEIVE AND FILE
 February 2018

11. FY 2016/17 AUDITED FINANCIAL REPORT EXPLANATION INFORMATION
 The Inyo County Auditor-Controller will make a presentation regarding the recently completed FY 2016/17 audited financial statements and will address any questions from the Board.

12. PRELIMINARY 2018/19 BUDGET INFORMATION
 Staff recommendation: The preliminary FY 2018/19 budget estimate of revenues and expenditures is presented for the information of the Board. The Board may provide any desired direction to staff for preparation of the final FY 18/19 budget, which is scheduled to be approved in June 2018.

13. BI-ANNUAL SERVICE ANALYSIS ACTION
 Staff recommendation: The Board is requested to approve the proposed Eastern Sierra Transit services to be operated from April through September 2018.

14. REPORTS INFORMATION
 a. Board Members
 b. Executive Director

15. FUTURE AGENDA ITEMS

16. CLOSED SESSION

DISCUSSION/POSSIBLE ACTION

- a. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; John Helm, John Vallejo. Bargaining Groups; ESTA-MCEA, ESTA-EEA.
- b. Public employment, employee recruitment. (Pursuant to Government Code Section 54957(b)(1)). Position: Executive Director.

17. REPORT ON CLOSED SESSION AS REQUIRED BY LAW

18. 17/18 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

FUNDING APPROVAL

ACTION

The Board is requested to approve Resolution 2018-03 allocating \$66,147 of FY 2017/18 LCTOP funds for three projects (Mammoth Express expansion; Mammoth Express pass price reduction, and; purchase of electric bus).

19. ADJOURNMENT

ACTION

The next regular meeting will be April 13th in Bishop at 8:30am.

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, January 19, 2018 Regular Meeting

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 8:37 a.m. on Friday, January 19, 2018 at the City of Bishop Council Chambers, in Bishop, California. The following members were present: Bob Gardner, Karen Schwartz, Jeff Griffiths, Kirk Stapp and Cleland Hoff. Matt Kingsley, Jim Ellis and Bill Sauser were absent. Director Hoff led the pledge of allegiance.

Public Comment	None.
Approval of Minutes	Moved by Director Griffiths and seconded by Director Gardner to approve the minutes of the regular meeting of December 8, 2017. Motion carried 4-0, with Director Hoff abstaining and Directors Kingsley, Ellis and Sauser absent.
2018 Board Meeting Calendar	Moved by Director Griffiths and seconded by Director Schwartz to reschedule the Eastern Sierra Transit Authority's 2018 April and August board meetings to April 13 th and August 10 th to avoid conflict with the California League of City meetings. Motion carried 5-0 with Directors Kingsley, Ellis and Sauser absent.
Salary Schedule Ratification	Moved by Director Schwartz and seconded by Director Hoff to ratify the Eastern Sierra Transit Authority's salary schedule which will be publicly available in compliance with CalPERS regulation. Motion carried 5-0 with Directors Kingsley, Ellis and Sauser absent.
Drug and Alcohol Policy Update	Moved by Director Griffiths and seconded by Director Stapp to pass and approve Resolution 2018-01, adopting ESTA's revised drug and alcohol testing policy. Motion carried 5-0 with Directors Kingsley, Ellis and Sauser absent.
State of Good Repair Program Project List	Moved by Director Hoff and seconded by Director Gardner to pass and approve Resolution 2018-02, authorizing the execution of the Certifications and Assurances and project list for the California State of Good Repair Program for FY 2017-18. This program is funded by SB1. Motion carried 5-0 with Directors Kingsley, Ellis and Sauser absent.
Charter Regulations Review	Information was presented to the Board regarding federal charter regulations affecting Eastern Sierra Transit. The report noted that an exemption exists that will permit ESTA to provide transportation services for an upcoming meeting of the Sierra Nevada Conservancy to be held in the eastern sierra.

2016/17 Audited Financial Statements	<p>Mr. Helm presented the Audited Financial Statements for FY 2016/2017.</p> <p>Director Schwartz stepped out of the meeting at 9:05 a.m.</p>
Financial Reports	<p>Mr. Helm presented the Financial Report for FY 2017/18 for the period ending January 17, 2018.</p> <p>Director Schwartz returned to the meeting at 9:10 a.m.</p>
Operations Reports	<p>Mr. Helm presented the Operations Report for the month of December 2017.</p>
Board Member Reports	<p>Director Griffiths reported attending CSAC and provided information regarding a repeal measure for the SB1 gas tax that provides monies for transit and road repair. Signatures are currently being collected and the repeal is expected to be on the ballot in November and include a very high bar for obtaining transit funding in the future, should the repeal pass. CSAC is funding a fight against the repeal. In addition to opposing the repeal of SB1, Director Griffiths suggests support of ACA5, an amendment to the state constitution protecting transportation revenue.</p> <p>Director Gardner suggested that when projects are approved that make use of the funds provided by SB1, that the legislation be specifically mentioned so it is better understood how SB1 funding provides tangible benefits.</p> <p>Director Gardner reported continued discussion regarding whether the free June Lake Summer Shuttle will run in 2018.</p>
Executive Director Report	<p>Mr. Helm reported that effective February 1, 2018, ESTA is moving the Carson City bus stop from the Nugget to the JAC bus stop by Walmart. The change will provide about 10 minutes of time savings on the 395 Route and gives riders better access to other public transportation within Carson City.</p> <p>Mr. Helm also reported that Mammoth trolleys are having onboard video installed within the next month thanks to state funding for improved transit security.</p>
Future Agenda Items	<p>None.</p>

Closed Seccession	<p>Open session was recessed at 9:38 a.m. to convene in closed session with Directors Kingsley, Ellis and Sauser absent, to consider Agenda item #16:</p> <p>Public employment, employee recruitment. (Pursuant to Government Code Section 54957(b)(1)). Position: Executive Director</p>
Report on Closed Session	<p>Closed session was recessed at 10:19 a.m. Director Stapp indicated there was nothing to report from the closed session.</p>
Adjournment	<p>The Chairperson adjourned the meeting at 10:20 a.m.</p> <p>The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for February 16, 2018, at The Town of Mammoth Lakes.</p>

Recorded & Prepared by:

Karie Bentley
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: Ratification of Unpaid Leave Extension

Initiated by: John Helm, Executive Director

BACKGROUND:

Section 10.4.E of ESTA's Personnel Rules describes the procedures for approval of unpaid leave in excess of thirty days.

ANALYSIS/DISCUSSION:

A full-time driver for ESTA in Mammoth Lakes requested an extension of the leave that he had taken to recover from knee surgery. The driver had been on Family and Medical Care (FMLA) leave but had exhausted the 12 weeks allowed under that program. He had requested an extension of his leave to run until February 26, 2018. The request was submitted after the agenda for the January ESTA Board meeting had been finalized. The Executive Director conditionally approved the unpaid leave request, based upon subsequent Board approval of the request at the next Board meeting in compliance with Section 10.4.E.2 of the Personnel Rules, which is listed below.

Upon the approval of the Executive Director, the request shall be submitted to the Board of Directors for consideration at the next regularly scheduled Board meeting. The Board of Directors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.

The driver returned to work the week of February 26th and is working a full-time schedule.

FINANCIAL CONSIDERATIONS

Ratification of the request for extension of unpaid leave for the Mammoth driver will have no financial impact on the Authority and may result in cost savings in terms of not having to incur recruitment costs to replace the position.

RECOMMENDATION

The Board is requested ratify the approval of the request for an extension of unpaid for the Mammoth Lakes location driver.

STAFF REPORT

Subject: Lease Agreement Renewal – Office at Bishop Airport

Initiated by: John Helm, Executive Director

BACKGROUND:

In 2011, ESTA entered into a lease agreement with Inyo County for office space at the Bishop Airport. The initial term of the agreement expired in June 2016 and, in accordance with Section 5 of the agreement, ESTA's continued tenancy has been on a month-to-month basis under the same terms and conditions. The monthly rent has not increased since 2011.

ANALYSIS/DISCUSSION:

In December of last year, the Inyo County Board of Supervisors ratified and approved a new lease agreement for the provision of office space for ESTA at the Bishop Airport. The agreement is to replace the previous lease agreement, which had expired in 2016. The lease agreement includes a 10.4% increase in the monthly rent amount, from \$1,250 to \$1,380. All other material terms and conditions remain unchanged from the lease agreement first entered into in 2011. The proposed lease agreement is included on the following pages for the Board's information

ESTA plans to construct its own operating and administration facility at the Bishop airport on property adjacent to the bus parking area when funds are available for the project. ESTA has been actively pursuing grant funding for the project, most recently a grant application under the FTA Section 5339 program that was submitted last summer. The outcome of that grant application has not been announced. It's anticipated that ESTA will have a need for the office space at the Bishop airport through at least November 2019, which is the expiration of the initial term of the lease agreement. The lease can be terminated at any time upon 60-days' notice in the event that ESTA is able to complete the office and administration facility prior to the expiration of the lease.

FINANCIAL CONSIDERATIONS

Approval of the lease agreement for office space at the Bishop Airport will add \$910.00 in additional rent expense for office space this fiscal year and will add \$1,560.00 next fiscal year over the amount currently budgeted for

FY 2017/18. Sufficient funds exist this fiscal year in either the budgeted contingency line item, or in fuel expense savings to pay for this cost increase.

RECOMMENDATION

The Board is requested to ratify and approve the lease agreement with Inyo County for office space at the Bishop Airport at a rent amount of \$1,380 per month for the first two years.

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE**

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, by and between **Eastern Sierra Transit Authority, JPA**, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Shannon Williams, whose title is Deputy Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by Lessee's Executive Director.

SECTION TWO. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as: Approximately one thousand, one hundred and sixty-seven (1,167) square feet of office space and ten (1) "U's" of rack space in the terminal building as shown on Exhibit "A" attached hereto.

SECTION THREE. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for Two (2) years beginning December 1, 2017, and continuing through and including November 30, 2019. In addition to the initial term, there will be four (4) options to extend the Lease for additional one (1) year periods as follows:

- a. From December 1, 2019 through November 30, 2020.
- b. From December 1, 2020 through November 30, 2021.
- c. From December 1, 2021 through November 30, 2022.
- d. From December 1, 2022 through November 30, 2023.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION FOUR. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (1) year periods identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

- a. **Terms and Conditions.**
- (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
 - (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
 - (3) Lessee has exercised all previous options to extend.
- b. **Manner In Which Option Can Be Exercised.**
- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
 - (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
 - (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION SIX. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of Sixteen Thousand Five Hundred and Sixty Dollars (\$16,560.00). Lessee agrees to pay County said amount in monthly installments of One Thousand Three Hundred and Eighty Dollars (\$1380.00) per month, beginning on December 1, 2017, and payable on the first of each month thereafter during the term of this lease, or any extension thereof plus the following utilities: Electrical, propane, cleaning fees, trash pickup and supplies, and a \$50.00 payment for sign space, payment for which will be billed in arrears. If Lease payment is received more than ten (10) days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed two and a half percent (2.5%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof. If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one-tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be

due on the first day of each month during which Lessee holds over.

SECTION SEVEN. USE OF PREMISES.

The premises are leased to be used for Administrative offices of the Eastern Sierra Transit Authority. Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION 8. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION NINE. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

SECTION TEN. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION ELEVEN. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION TWELVE. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION THIRTEEN. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by Lessee. County shall provide electrical service to those leased premises which cannot be separately metered for service.

SECTION FOURTEEN. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its

leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FIFTEEN. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense except that County shall maintain and repair the following portions of the leased premises: Exterior walls, roof, plumbing, heating, and ventilating. Lessee shall be responsible to maintain and repair all other portions of the leased premises not maintained by the County, including but not limited to the following: floors, interior walls, ceiling, windows, and doors, which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God". The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

SECTION SIXTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION SEVENTEEN. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION EIGHTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION NINETEEN. WASTE.

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION TWENTY. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy.

SECTION TWENTY-ONE. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

SECTION TWENTY-TWO. COMMERCIAL INSURANCE REQUIREMENTS.

For the duration of this lease, Lessee shall procure and maintain insurance of the scope and amount specified in Attachment A and with the provisions specified in that attachment.

SECTION TWENTY-THREE. INDEMNIFICATION/HOLD HARMLESS.

23.1 Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:

23.1.1 Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.

23.1.2 Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.

23.1.3 Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

23.1.4. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee or Lessee's property from any cause. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

SECTION TWENTY-FOUR. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION TWENTY-FIVE. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION TWENTY-SIX. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any lease, agreement, contract, or similar instrument, by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION TWENTY-SEVEN. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County. However, County may, upon 30 days notice to Lessee, amend this Lease as a result of any modification or change in the Master Lease referenced in Section Eight herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Lease. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

SECTION TWENTY-EIGHT. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION TWENTY-NINE. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION THIRTY. ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION THIRTY-ONE. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION THIRTY-TWO. MECHANIC'S LIEN.

Lessee agrees to keep the leased premises free from all mechanics' liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION THIRTY-THREE. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION THIRTY-FOUR. WAIVER.

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease

be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION THIRTY-FIVE. DEFAULT.

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION THIRTY-SIX. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY-SEVEN. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-EIGHT. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-NINE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

SECTION FORTY. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION FORTY-ONE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION FORTY-TWO. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION FORTY-THREE. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

Public Works Deputy Director
168 N. Edwards St., P.O. Drawer Q
Independence, CA 93526

**Department
Address
City and State**

LESSEE

Eastern Sierra Transit Authority
703 B Airport Road, P.O. Box 1357
Bishop, CA 93514

**Name
Address
City and State**

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE**

Initial Term of Lease:
December 1, 2017 through November 30, 2019

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____
day of _____, 20_____.

COUNTY

LESSEE

Lease Administrator

By _____
Director, Department of Public Works

Signature

Type or Print Name

Date: _____

Date: _____

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:

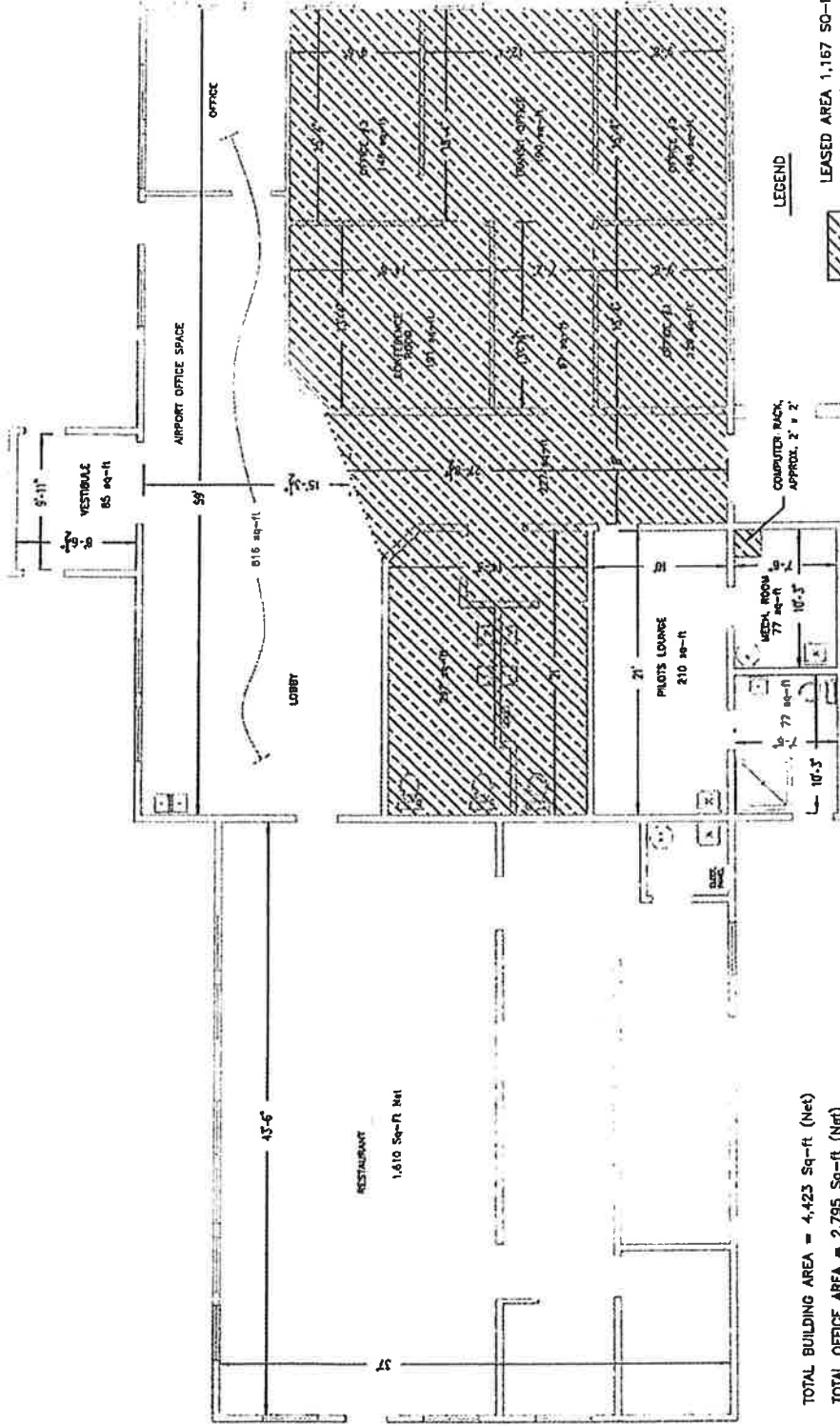
County Auditor

Approved as to insurance and risk management:

County Risk Manager

s:CountyCounsel/Leases

EXHIBIT A



TOTAL BUILDING AREA = 4,423 Sq-ft (Net)
 TOTAL OFFICE AREA = 2,795 Sq-ft (Net)
 TOTAL RESTAURANT AREA = 1,610 Sq-ft (Net)

SCALE: 1/8" = 1'

NOTE:
 The sum of the office and restaurant is less than the total area due to the wall area space not included in the calculation.

LEGEND
 [Hatched Box] LEASED AREA 1,167 SQ-FT
 [Dotted Box] INCLUDES 1/2 OF COMMON AREA AND RACK SPACE

Plans Prepared By: INYO COUNTY PUBLIC WORKS 188 N. Edwards, P.O. Drawer Q Independence, CA 93528 (760) 878-0201	Date: JUN. 2011	Drawing Name: FLOOR PLAN
Checked By: P. Nease	Date: 7/02	

Bishop Airport Terminal Building ESTA LEASE	Date: JUN. 2011	Drawing Name: FLOOR PLAN
Checked By: P. Nease	Date: 7/02	

Exhibit B
Airport Office and Commercial Lease
Eastern Sierra Transit Authority

1. Description of the Eastern Sierra Transit Authority (ESTA) Office Lease Space

ESTA Office Space (Net Space – does not include walls)	
Conference Room	191 sq. ft.
Office #1	129 sq. ft.
Office #2	148 sq. ft.
Office #3	146 sq. ft.
Transit Office	190 sq. ft.
Hallway #2	97 sq. ft.
Computer Rack Space in Mechanic Room	4 sq. ft.
Total	905 sq. ft.

2. Common Space at Bishop Airport Terminal

ESTA Common Space at Bishop Airport Terminal	
Hallway	227 sq. ft.
Restrooms	297 sq. ft.
Total	524 sq. ft.

The lease rate for common space is 50% of the regular least rate. Therefore, ESTA will only be billed for 50% of 524 square feet or 262 square feet.

3. Total Office Lease Area

Office Space	905 sq. ft.
Common Space	262 sq. ft.
Total Square Feet	1,167 sq. ft.

ATTACHMENT A

COUNTY OF INYO

Bishop

AIRPORT

OFFICE AND COMMERCIAL SPACE LEASE

SEE ATTACHED INSURANCE PROVISIONS

COMMERCIAL INSURANCE REQUIREMENTS

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
3. **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) or if Lessee has no owned autos, hired (Code 8), and non-owned autos (code 9), with limits no less than **\$500,000** per accident for bodily injury and property damage.
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained.

B. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the Entity, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be **primary insurance** as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Entity.
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.
5. The Property insurance shall **name the Entity as Loss Payee** as its interests may appear.

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 acceptable to the Entity.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

F. Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

G. Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

STAFF REPORT

Subject: Lease Agreement Renewal – Bus Parking Area at Bishop Airport

Initiated by: John Helm, Executive Director

BACKGROUND:

In 2011, ESTA entered into a ground lease agreement with Inyo County for a bus parking area at the Bishop Airport. The initial term of the agreement expired in June 2016 and, in accordance with Section 5 of the agreement, ESTA's continued tenancy has been on a month-to-month basis under the same terms and conditions. The monthly rent has not increased since 2011.

ANALYSIS/DISCUSSION:

In December of last year, the Inyo County Board of Supervisors ratified and approved a new ground lease agreement for space at the Bishop airport for ESTA to use for bus parking. The agreement is to replace the previous lease agreement, which had expired in 2016. The lease agreement includes a 10.4% increase in the monthly rent amount, from \$250.00 to \$276.00. All other material terms and conditions remain unchanged from the lease agreement first entered into in 2011. The proposed lease agreement is included on the following pages for the Board's information

FINANCIAL CONSIDERATIONS

Approval of the lease agreement for office space at the Bishop Airport will add \$182.00 in additional rent expense for office space this fiscal year and will add \$312.00 next fiscal year over the amount currently budgeted for FY 2017/18. Sufficient funds exist this fiscal year in either the budgeted contingency line item, or in fuel expense savings to pay for this cost increase.

RECOMMENDATION

The Board is requested to ratify and approve the lease agreement with Inyo County for office space at the Bishop Airport at a rent amount of \$1,380 per month for the first two years.

**COUNTY OF INYO – BISHOP AIRPORT
GROUND LEASE**

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, by and between **Eastern Sierra Transit Authority, JPA**, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION 1. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Shannon Williams, whose title is Deputy Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by Lessee's Executive Director.

SECTION 2. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Eastern Sierra Regional Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as:

A dedicated bus parking area consisting of approximately 39,086 square feet of area just south of the south entrance to the road to the airport terminal as shown on Exhibit "A" attached hereto.

SECTION 3. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for Two (2) years beginning December 1, 2017, and continuing through and including November 30, 2019. In addition to the initial term, there will be four (4) options to extend the Lease for additional one (1) year periods as follows:

- a. From December 1, 2019 through November 30, 2020.
- b. From December 1, 2020 through November 30, 2021.
- c. From December 1, 2021 through November 30, 2022.
- d. From December 1, 2022 through November 30, 2023.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION 4. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (1) year periods identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

- a. Terms and Conditions.
- (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
 - (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
 - (3) Lessee has exercised all previous options to extend.
- b. Manner In Which Option Can Be Exercised.
- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
 - (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
 - (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION 5. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION 6. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of Three Thousand Three Hundred and Twelve Dollars (\$3,312.00). Lessee agrees to pay County said amount in installments of Two Hundred and Seventy Six Dollars (\$276.00) per month, beginning December 1, 2017, and payable on the first of each month thereafter during the term of this lease, or any extension thereof.

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed two and a half percent (2.5%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

Lease payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof.

SECTION 7. USE OF PREMISES.

The premises are leased to be used for parking fleet vehicles. Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION 8. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION 9. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises.

SECTION 10. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION 11. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION 12. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION 13. UTILITIES.

All charges for utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee.

SECTION 14. MAINTENANCE.

Lessee agrees to maintain the Leased premises and any improvements thereon in good condition as reasonably required by the County throughout the term of the Lease.

SECTION 15. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the

right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION 16. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alternations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee shall be removed from the Leased Premises upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's improvements shall be repaired by Lessee.

SECTION 17. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION 18. WASTE.

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION 19. WORKERS' COMPENSATION.

Lessee shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

SECTION 20. INSURANCE.

Lessee 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 and the results of that work by the Lessee, his agents, representatives or employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Lessee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ n/a per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Lessee shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

SECTION 21. HOLD HARMLESS.

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the leased premises, or arising out of Lessee's operation of the leased premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the airport property, or arising out of any condition in, on, or above, the leased property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased property.

SECTION 22. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION 23. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION 24. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

- a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or

otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any lease, agreement, contract, or similar instrument, by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION 25. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County.

SECTION 26. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION 27. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION 28. ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION 29. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION 30. MECHANICS LIEN.

Lessee agrees to keep the leased premises free from all mechanics' liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION 31. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION 32. WAIVER.

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION 33. DEFAULT.

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION 34. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION 35. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 36. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION 37. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Exhibit A, Exhibit B and Exhibit C.

SECTION 38. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION 39. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION 40. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION 41. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

Public Works Deputy Director
168 N. Edwards St., P.O. Drawer Q
Independence, CA 93526

**Department
Address
City and State**

LESSEE

Eastern Sierra Transit Authority
703 B Airport Road, P.O. Box 1357
Bishop, CA 93514

**Name
Address
City and State**

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**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE**

Initial Term of Lease:
December 1, 2017 through November 30, 2019

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20_____.

COUNTY

LESSEE

Lease Administrator

By _____
Director, Department of Public Works

Signature

Type or Print Name

Date: _____

Date: _____

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:

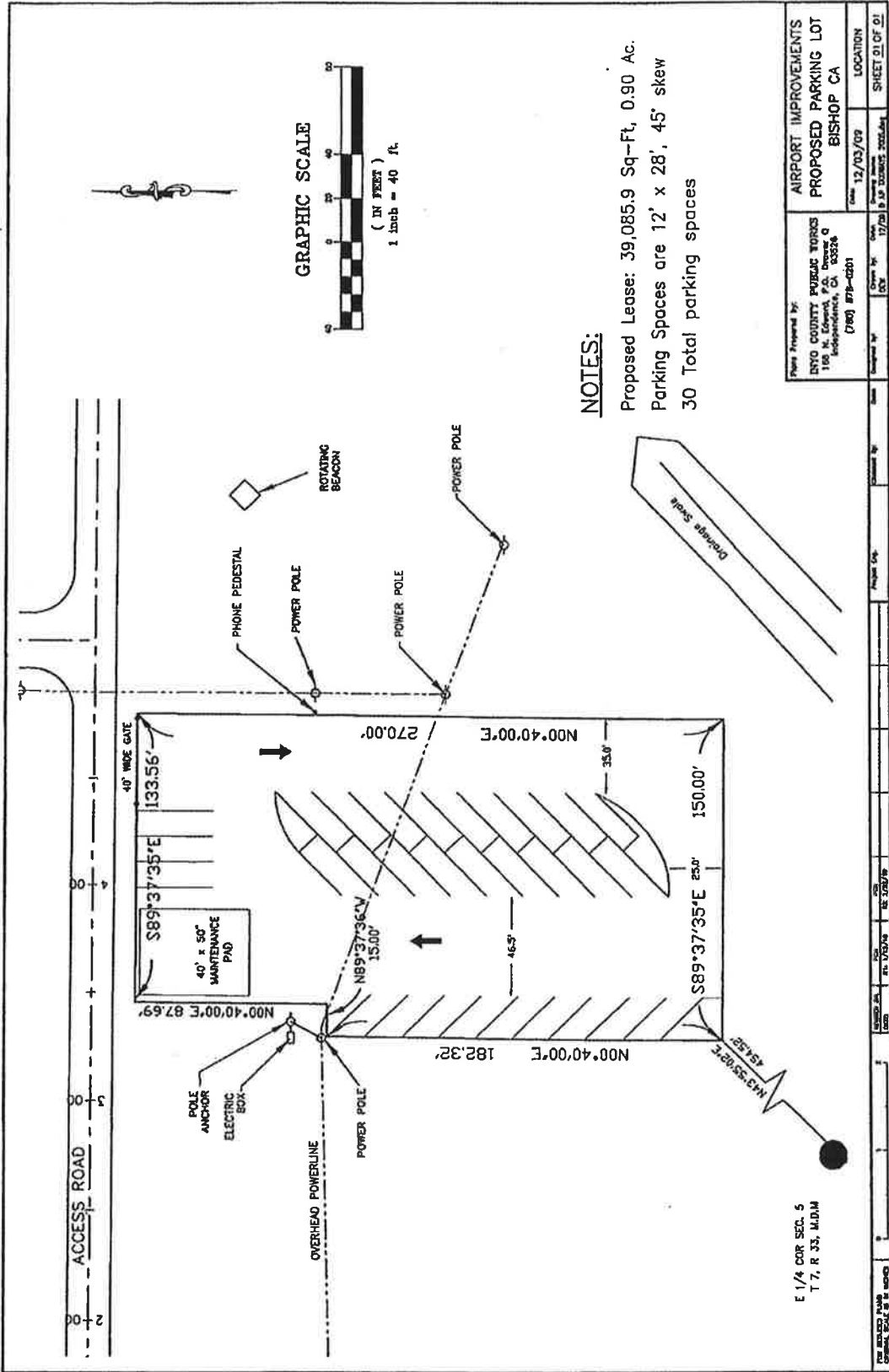
County Auditor

Approved as to insurance and risk management:

County Risk Manager

s:CountyCounsel/Leases

EXHIBIT A



STAFF REPORT

Subject: Federal Fiscal Year 2018 Certifications and Assurances

Initiated by: John Helm, 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 2018 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 2018 Federal Certifications and Assurances have been forwarded to John Vallejo, Assistant County Counsel Inyo County, for his review. Affirmation of the Certifications and Assurances by ESTA's legal counsel is required as part of the submittal.

The FY 2018 Federal Certifications and Assurances are included on the following pages for the Board's information.

FINANCIAL CONSIDERATIONS

Approval and submittal of the FY2018 Certifications and Assurances is required in order to receive federal operating and capital assistance. ESTA's FY2017/18 budget includes \$694,723 in federal funding, which includes significant \$160,000 for the purchase of a bus. Staff estimates potentially \$600,000 in federal financial assistance in ESTA's FY2018/19 budget.

RECOMMENDATION

The Board is requested to authorize the Executive Director to sign the Federal Fiscal Year 2018 Certifications and Assurances binding ESTA's compliance with these certifications and assurances for Federal Transit Administration assistance programs.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-one (21) Categories.

We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs. FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

In the alternative:

- All Applicants must select the Assurances in Category 01, "Required Certifications and Assurances for each Applicant.*
- If your Applicant requests or intends to request more than \$100,000 in federal assistance during FY2018, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization.*
- Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2018 Certifications and Assurances and its applications for federal assistance in FTA's Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one (21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015,*
- *Previous enabling legislation that remains in effect, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.*

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
- (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
 - (4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
 - (5) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
- a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E Procurement Certification.

The Applicant agrees to comply 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 §200.317-26 "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.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,
 - (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
 - (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (a) 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 under a public transaction,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection b(2) of this Certification.
 - (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
 - (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA.
 - (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
 - (7) It will require that each covered lower tier contractor and subcontractor:
 - (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:

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- 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have 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.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.G. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:

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- (1) FTA,
- (2) The Comptroller General of the United States, and
- (3) The State, through an appropriate authorized representative.
- c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
- d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
 - a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination based on sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.

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- (3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101.
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

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- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
 - d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
 - (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
 - e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
 - f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:

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- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, as amended, 42 U.S.C. § 4321 note.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
 - (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
 - (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
- (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

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- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) 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, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and

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- (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.

03.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.

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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
 - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA’s charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.
 - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
 - f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

03.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

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- (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 04 that does not apply will not be enforced.

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

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On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

CATEGORY 05. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 06 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

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CATEGORY 07. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.

07.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,
 - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
 - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
 - f. Any other program as FTA may specify.

07.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act. If your

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Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 08 that does not apply will not be enforced.

08.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

08.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

08.C. State Safety Oversight Requirements.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:

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1. The Applicant will comply with FTA regulations, “State Safety Oversight,” 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.
2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.
3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

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Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. 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,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. 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,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 11 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. 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,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to Recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c) The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify 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.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
- a. It has or will have and require each Subrecipient to 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 and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to 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.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

12.B. Low or No Emission Vehicle Deployment.

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If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. 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.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as

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- amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
 8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
 10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. 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.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. 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,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

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- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. 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.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. 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.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a Recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to 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 and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.

15.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to 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.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.

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9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities.
 - b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS 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), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.

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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). On behalf of your Applicant, you certify and assure that:

1. 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.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. 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.
4. With respect to its procurement system:
 - a. 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,
 - b. 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
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
 - c. Category 05 (Demand Responsive Service),
 - d. Category 06 (Intelligent Transportation Systems),
 - e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
 - f. Category 09 (Alcohol and Controlled Substances Testing).

CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. 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.

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2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
 - a. States With a Certified Program. Your Applicant agrees that FTA regulations, “State Safety Oversight,” 49 CFR part 674, will apply;
 - b. States Without a Certified Program. Your Applicant agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 18 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 CFR part 602.

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

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To the extent that any Certification in Category 19 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. 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.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. 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.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.

20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant’s behalf, you certify 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 equipment and facilities acquired or improved under its Award.

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- 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.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
 4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.

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5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.
4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - 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 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.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will

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- charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
- (1) Any senior,
 - (2) Any 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), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
- e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. It has or will have or provide:
 - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
 6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 21 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. 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 third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. 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.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Eastern Sierra Transit Authority

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Private Sector Protections.	_____
04.	Rolling Stock Reviews and Bus Testing.	_____
05.	Demand Responsive Service.	_____
06.	Intelligent Transportation Systems.	_____
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
09.	Alcohol and Controlled Substances Testing.	_____
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
11.	State of Good Repair Program.	_____
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
15.	Rural Areas and Appalachian Development Programs.	_____
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
17.	State Safety Oversight Grant Program.	_____
18.	Public Transportation Emergency Relief Program.	_____
19.	Expedited Project Delivery Pilot Program.	_____
20.	Infrastructure Finance Programs.	_____
21.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: Eastern Sierra Transit Authority

Name and Relationship of the Authorized Representative: John Helm, Executive Director

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 2018, 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 2018.

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 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 _____ Date: _____

Name John Helm
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 _____ Date: _____

Name John 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.

STAFF REPORT

Subject: Agreement with Inyo County for the Provision of Legal Services

Initiated by: John Helm, Executive Director

BACKGROUND:

The Inyo County Counsel's Office has provided legal services for the Eastern Sierra Transit Authority under agreement since 2016. Prior to that time, ESTA's legal services were provided by the Mono County Counsel's Office.

ANALYSIS/DISCUSSION:

ESTA's legal services have been provided by the County Counsel's Office headed by Marshall Rudolph since ESTA's inception. When Mr. Rudolph accepted a position with Inyo County in 2015, an agreement was finalized to transfer the provision of ESTA's legal services from the Mono County Counsel's Office to Inyo County. The staff dedicated to the provision of ESTA's legal services have remained consistent through this change under the direction of Mr. Rudolph. Services provided by the County Counsel's Office have included:

- Participation in labor negotiations
- Consultation on personnel legal issues
- Consultation on regulatory compliance, including Brown Act compliance
- Contract review
- JPA formation and documentation

In 2010, an agreement was entered into between ESTA and the Mono County Counsel's Office for compensation for legal services provided. The compensation identified an amount of \$1,000 per month, or \$12,000 per year. Prior to 2010, legal services had been provided pro-bono, however, all parties agreed that it was appropriate that the County Counsel's Office be compensated for their services. The monthly fee for legal services has not been increased since that time.

Inyo County has requested that the fees for the provision of legal services be increased to compensate for inflationary cost increases. The request is that the monthly fee be increased from \$1,000 to \$1,125. This equals a 12.5% increase. Over the past eight years, since the commencement of the payment of fees for legal services to the County Counsel's Office, the California Consumer Price Index (CPI-U) has increased 17%.

A draft agreement documenting the proposed increase in compensation for the provision of legal services is included on the following pages for the Board's review. The agreement, if approved, would become effective April 1, 2018.

FINANCIAL CONSIDERATIONS

The fees included in the proposed agreement with Inyo County for the provision of legal services are \$375 higher than was included in the FY 2017/18 budget. Staff anticipates that this nominal expense increase this year can be absorbed by other operating cost savings.

RECOMMENDATION

The Board is requested to approve the agreement with Inyo County for the provision of legal services, which authorizes an increase in compensation for these services, and to authorize the Chair to sign the agreement on behalf of the Board.

AMENDMENT NUMBER 1 TO AGREEMENT BETWEEN
THE COUNTY OF INYO AND THE EASTERN SIERRA TRANSIT AUTHORITY
FOR THE PROVISION OF LEGAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the Eastern Sierra Transit Authority (hereinafter referred to as "ESTA"), entered into an Agreement for the Provision of Legal Services dated January 1, 2016, (the "Agreement"); and

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form.

WHEREAS, the County recently modified the fee schedule for legal services provided by the County Counsel's Office and initiated a request to modify the Agreement accordingly.

NOW, THEREFORE, County and ESTA hereby agree amend such Agreement as follows:

The rate set forth in paragraph 2 of the Agreement shall be changed from "\$1,000 per month" to "\$1,125 per month."

This modification to the Agreement shall take effect beginning April 1, 2018.

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS EFFECTIVE THIS 1ST DAY OF APRIL, 2018.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Dated: _____

STAFF REPORT

Subject: Board Member Stipend
Initiated by: John Helm, Executive Director

BACKGROUND:

ESTA has never had a policy to provide for the payment of a stipend to Board Members for participating in ESTA meetings.

ANALYSIS/DISCUSSION:

In the early years of ESTA's existence, the then Board members discussed whether or not to pay a stipend to Board members for participating. The Board at that time decided not to authorize a stipend. The decision was related in part to the financial status of the organization, which was not strong. The Authority was somewhat under-capitalized from formation and was suffering from declining revenues related to the recession in 2008.

In the intervening ten years, the Authority's financial situation has strengthened considerably. It has been recognized that Board member participation in ESTA activities involves significant time and expense due to the fact that meetings alternate between Inyo and Mono County, which means that all of the Directors incur travel time and expense. Board members are appointed to serve on ESTA's board by the governing board they serve on. Provision of a stipend for ESTA's Board members would offset to some degree the negative financial consequence to the Board member for being appointed to ESTA's Board. Going forward, staff believes it important that a Board member's service on ESTA's Board not be an undue financial burden and, accordingly, recommends that a stipend policy be instituted.

At this time, a draft policy is presented for the Board's consideration to authorize the payment of a stipend to Board members for participation in ESTA meetings. The draft is included on the following pages

FINANCIAL CONSIDERATIONS

Approval of the draft Board Member Stipend policy would result in additional expense. On an annual basis, if all eight Board members received a stipend for all twelve months, the total expense would amount

to \$9,600.00. It is anticipated that due to some degree of absence for Board members, and cancellation of some meetings, the actual annual expense would be less than this amount.

RECOMMENDATION

The Board is requested to approve a policy authorizing the payment of a stipend to ESTA's Board members, and if so approved, to indicate an effective date for the policy.

BOARD MEMBER STIPEND POLICY

PURPOSE:

This policy is to define the appropriate, equitable, and allowable compensation of members of the Governing Board of the Eastern Sierra Transit Authority (Board of Directors) for their activities in support of the Authority. The policy provides for the payment of a stipend for attendance at meetings by members of the Governing Board.

POLICY:

A. Stipend Amounts

- a. The stipend rate shall be as follows for the members as specified:
- b. Governing Board Members \$100.00 per meeting day

B. Eligible Meeting Day Defined

- a. For the purposes of paying the stipend, a “meeting day” is defined as a meeting or meetings of any duration on any calendar day when held at a scheduled regular or special meeting conducted by the Governing Board and shall include the following:
 1. A meeting of the Governing Board conforming to the Ralph M. Brown Act (Gove. Code §54950 et. seq.) shall constitute a meeting for which the stipend may be paid.
 2. A meeting of a committee consisting of less than a quorum of Governing Board Members appointed by the Governing Board shall constitute a meeting for which the stipend may be paid.
 3. A teleconference meeting, in conformance with the Ralph M. Brown Act (Gov. Code §54950 et. seq.), of the Governing Board, or a committee appointed by the Governing Board shall constitute a meeting for which the stipend may be paid.
 4. Attendance by a Governing Board member at another meeting, workshop or other gathering where the Governing Board member is authorized to represent the Authority at such meeting shall constitute a meeting for which the stipend may be paid so long as the Governing Board member does not receive a stipend or other payment for attendance at such meeting.
 5. A meeting of the Chair of the Governing Board and ESTA staff for purposes of organizing and preparation for a Governing Board meeting shall constitute a meeting for which the stipend may be paid.

C. Stipend Limits

Only one stipend shall be paid per meeting day regardless of the number of eligible meetings occurring on that day. A member of the Governing Board may not receive more than \$3,600 in stipend compensation in any one year.

STAFF REPORT

Subject: Financial Report – FY 2017/18

Initiated by: John Helm, Executive Director

The year-to-date roll-up, budget unit summary, and fund balance reports for the 2017/18 fiscal year through March 13, 2018 are included on the following pages. Maintenance and fuel expenses, reflect invoicing from the Town of Mammoth Lakes through December. Fuel expense per gallon is 31% below the budgeted price at this point in the year. Vehicle maintenance expense has risen this year as the fleet continues to age and the 395 Routes are operating more miles due to the expanded days of service. Compared to this time last year, vehicle maintenance expense is 10% higher. Other operating expenses are generally consistent with budget expectations.

The table below summarizes the year-end revenue and the expenses by major expense category.

3/13/18			
ESTA Operating Expenses FY17/18			
% of fiscal year →			69.9%
Category	Budget	Actual Year To Date	% of Budget
Total Revenue	4,980,514	2,781,197	55.8%
EXPENSES			
Total Salaries	1,960,676	1,241,271	63.3%
Total Benefits	752,703	418,441	55.6%
Total Insurance	349,620	328,383	93.9%
Total Maintenance	559,880	308,934	55.2%
Facilities	236,550	119,979	50.7%
Total Services	197,260	133,680	67.8%
Fuel	592,515	253,495	42.8%
Other	134,550	76,143	56.6%
Total Expenses	4,783,754	2,880,326	60.2%

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

Ledger: GL

As of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,240,647.00	723,710.19	0.00	516,936.81	58.33
4065	STATE TRANSIT ASST	321,085.00	31,545.00	0.00	289,540.00	9.82
4301	INTEREST FROM TREASURY	20,000.00	9,135.98	0.00	10,864.02	45.67
4498	STATE GRANTS	26,190.00	9,544.29	0.00	16,645.71	36.44
4555	FEDERAL GRANTS	531,023.00	257,701.33	0.00	273,321.67	48.52
4599	OTHER AGENCIES	877,235.00	565,240.85	0.00	311,994.15	64.43
4819	SERVICES & FEES	1,959,334.00	1,178,577.64	0.00	780,756.36	60.15
4959	MISCELLANEOUS REVENUE	5,000.00	5,741.59	0.00	(741.59)	114.83
Revenue Total:		4,980,514.00	2,781,196.87	0.00	2,199,317.13	55.84
Expenditure						
5001	SALARIED EMPLOYEES	1,465,571.00	841,881.55	0.00	623,689.45	57.44
5003	OVERTIME	68,764.00	44,596.22	0.00	24,167.78	64.85
5005	HOLIDAY OVERTIME	128,558.00	81,901.32	0.00	46,656.68	63.70
5012	PART TIME EMPLOYEES	297,783.00	272,892.13	0.00	24,890.87	91.64
5021	RETIREMENT & SOCIAL SECURITY	46,575.00	26,023.03	0.00	20,551.97	55.87
5022	PERS RETIREMENT	230,275.00	112,555.79	0.00	117,719.21	48.87
5031	MEDICAL INSURANCE	289,724.00	164,255.04	0.00	125,468.96	56.69
5043	OTHER BENEFITS	38,977.00	23,156.91	0.00	15,820.09	59.41
5045	COMPENSATED ABSENCE EXPENSE	143,602.00	90,742.86	0.00	52,859.14	63.19
5047	EMPLOYEE INCENTIVES	3,550.00	1,707.37	0.00	1,842.63	48.09
5111	CLOTHING	4,600.00	682.49	0.00	3,917.51	14.83
5152	WORKERS COMPENSATION	123,058.00	118,782.00	0.00	4,276.00	96.52
5154	UNEMPLOYMENT INSURANCE	45,000.00	24,589.57	0.00	20,410.43	54.64
5158	INSURANCE PREMIUM	181,562.00	185,011.00	0.00	(3,449.00)	101.89
5171	MAINTENANCE OF EQUIPMENT	531,380.00	301,817.16	21,600.00	207,962.84	60.86
5173	MAINTENANCE OF	18,500.00	7,117.09	0.00	11,382.91	38.47
5191	MAINTENANCE OF STRUCTURES	10,000.00	0.00	0.00	10,000.00	0.00
5211	MEMBERSHIPS	1,500.00	770.00	0.00	730.00	51.33
5232	OFFICE & OTHER EQUIP < \$5,000	13,000.00	21,694.46	0.00	(8,694.46)	166.88
5238	OFFICE SUPPLIES	7,600.00	4,058.79	0.00	3,541.21	53.40
5253	ACCOUNTING & AUDITING SERVICE	43,000.00	28,134.34	0.00	14,865.66	65.42
5260	HEALTH - EMPLOYEE PHYSICALS	6,200.00	2,718.00	0.00	3,482.00	43.83
5263	ADVERTISING	51,200.00	20,241.29	0.00	30,958.71	39.53
5265	PROFESSIONAL & SPECIAL SERVICE	96,860.00	82,586.84	0.02	14,273.14	85.26
5291	OFFICE, SPACE & SITE RENTAL	182,550.00	109,884.39	0.00	72,665.61	60.19
5311	GENERAL OPERATING EXPENSE	50,330.00	28,617.18	0.00	21,712.82	56.85
5331	TRAVEL EXPENSE	2,500.00	2,610.54	0.00	(110.54)	104.42
5332	MILEAGE REIMBURSEMENT	21,020.00	12,709.05	0.00	8,310.95	60.46
5351	UTILITIES	54,000.00	10,094.49	0.00	43,905.51	18.69
5352	FUEL & OIL	592,515.00	253,494.91	0.00	339,020.09	42.78
5901	CONTINGENCIES	34,000.00	5,000.00	0.00	29,000.00	14.70
Expenditure Total:		4,783,754.00	2,880,325.81	21,600.02	1,881,828.17	60.66
NET OPERATING		196,760.00	(99,128.94)	(21,600.02)	317,488.96	
CAPITAL ACCOUNT						
Revenue						
4066	PTMISEA	297,000.00	185,733.00	0.00	111,267.00	62.53

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

Ledger: GL

As of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance	%
4495	STATE GRANTS - CAPITAL	276,680.00	0.00	0.00	276,680.00	0.00
4557	FEDERAL GRANTS - CAPITAL	163,700.00	0.00	0.00	163,700.00	0.00
4911	SALES OF FIXED ASSETS	0.00	7,600.00	0.00	(7,600.00)	0.00
Revenue Total:		737,380.00	193,333.00	0.00	544,047.00	26.21
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	120,000.00	11,498.94	10,975.00	97,526.06	18.72
5650	EQUIPMENT	79,680.00	0.00	0.00	79,680.00	0.00
5655	VEHICLES	549,500.00	202,030.22	0.00	347,469.78	36.76
5799	DEPRECIATION	175,030.00	0.00	0.00	175,030.00	0.00
Expenditure Total:		924,210.00	213,529.16	10,975.00	699,705.84	24.29
NET CAPITAL ACCOUNT		(186,830.00)	(20,196.16)	(10,975.00)	(155,658.84)	
TRANSFERS						
Revenue						
NET TRANSFERS		0.00	0.00	0.00	0.00	
153299 Total:		9,930.00	(119,325.10)	(32,575.02)	161,830.12	

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Income Grouping

Ledger: GL

As Of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance
Key: 153200 - EASTERN SIERRA TRANSIT FUND					
Revenue					
4600	CHARGES FOR CURRENT SERVICES	0.00	0.00	0.00	0.00
4900	OTHER REVENUE	0.00	0.00	0.00	0.00
Revenue Total:		0.00	0.00	0.00	0.00
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00
Key: 153201 - ESTA ADMINISTRATION					
Revenue					
4060	TAXES - SALES	0.00	123,975.84	0.00	(123,975.84)
4350	REV USE OF MONEY & PROPERTY	0.00	5,472.70	0.00	(5,472.70)
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
4600	CHARGES FOR CURRENT SERVICES	0.00	0.00	0.00	0.00
4900	OTHER REVENUE	0.00	0.00	0.00	0.00
Revenue Total:		0.00	129,448.54	0.00	(129,448.54)
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
5100	SERVICES & SUPPLIES	0.00	295.96	0.00	(295.96)
5200	INTERNAL CHARGES	0.00	0.00	0.00	0.00
5560	DEBT SERVICE INTEREST	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	295.96	0.00	(295.96)
Key Total:		0.00	129,152.58	0.00	(129,152.58)
Key: 153202 - INYO TRANSIT SERVICE					
Revenue					
4060	TAXES - SALES	347,094.00	121,161.70	0.00	225,932.30
4350	REV USE OF MONEY & PROPERTY	5,000.00	0.00	0.00	5,000.00
4400	AID FROM OTHER GOVT AGENCIES	78,057.00	53,126.48	0.00	24,930.52
4600	CHARGES FOR CURRENT SERVICES	52,803.00	49,273.08	0.00	3,529.92
4900	OTHER REVENUE	1,500.00	4,251.56	0.00	(2,751.56)
Revenue Total:		484,454.00	227,812.82	0.00	256,641.18
Expenditure					
5000	SALARIES & BENEFITS	320,151.00	199,421.17	0.00	120,729.83
5100	SERVICES & SUPPLIES	117,180.00	89,723.42	0.00	27,456.58
5200	INTERNAL CHARGES	13,422.00	13,422.00	0.00	0.00
5560	DEBT SERVICE INTEREST	0.00	0.00	0.00	0.00
5600	FIXED ASSETS	18,515.00	0.00	0.00	18,515.00
5700	DEPRECIATION	13,200.00	0.00	0.00	13,200.00
5900	RESERVES	6,000.00	2,500.00	0.00	3,500.00
Expenditure Total:		488,468.00	305,066.59	0.00	183,401.41
Key Total:		(4,014.00)	(77,253.77)	0.00	73,239.77
Key: 153203 - MONO TRANSIT SERVICE					
Revenue					
4060	TAXES - SALES	215,911.00	104,421.60	0.00	111,489.40
4350	REV USE OF MONEY & PROPERTY	5,000.00	0.00	0.00	5,000.00
4400	AID FROM OTHER GOVT AGENCIES	57,839.00	210,580.94	0.00	(152,741.94)
4600	CHARGES FOR CURRENT SERVICES	25,414.00	21,472.42	0.00	3,941.58
4900	OTHER REVENUE	0.00	168.06	0.00	(168.06)
Revenue Total:		304,164.00	336,643.02	0.00	(32,479.02)
Expenditure					

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Income Grouping

Ledger: GL

As Of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance
5000	SALARIES & BENEFITS	159,758.00	87,240.48	0.00	72,517.52
5100	SERVICES & SUPPLIES	79,564.00	32,978.15	0.00	46,585.85
5200	INTERNAL CHARGES	5,345.00	5,345.00	0.00	0.00
5600	FIXED ASSETS	21,325.00	0.00	0.00	21,325.00
5700	DEPRECIATION	5,500.00	0.00	0.00	5,500.00
5900	RESERVES	6,000.00	0.00	0.00	6,000.00
Expenditure Total:		<u>277,492.00</u>	<u>125,563.63</u>	<u>0.00</u>	<u>151,928.37</u>
Key Total:		<u>26,672.00</u>	<u>211,079.39</u>	<u>0.00</u>	<u>(184,407.39)</u>
Key: 153204 - BISHOP TRANSIT SERVICE					
Revenue					
4060	TAXES - SALES	347,094.00	121,161.70	0.00	225,932.30
4350	REV USE OF MONEY & PROPERTY	5,000.00	0.00	0.00	5,000.00
4400	AID FROM OTHER GOVT AGENCIES	78,057.00	53,126.47	0.00	24,930.53
4600	CHARGES FOR CURRENT SERVICES	65,338.00	61,851.78	0.00	3,486.22
4900	OTHER REVENUE	1,500.00	4,251.56	0.00	(2,751.56)
Revenue Total:		<u>496,989.00</u>	<u>240,391.51</u>	<u>0.00</u>	<u>256,597.49</u>
Expenditure					
5000	SALARIES & BENEFITS	334,586.00	208,213.98	0.00	126,372.02
5100	SERVICES & SUPPLIES	118,688.00	97,511.15	0.01	21,176.84
5200	INTERNAL CHARGES	13,422.00	13,422.00	0.00	0.00
5560	DEBT SERVICE INTEREST	0.00	0.00	0.00	0.00
5600	FIXED ASSETS	18,515.00	0.00	0.00	18,515.00
5700	DEPRECIATION	13,200.00	0.00	0.00	13,200.00
5900	RESERVES	6,000.00	2,500.00	0.00	3,500.00
Expenditure Total:		<u>504,411.00</u>	<u>321,647.13</u>	<u>0.01</u>	<u>182,763.86</u>
Key Total:		<u>(7,422.00)</u>	<u>(81,255.62)</u>	<u>(0.01)</u>	<u>73,833.63</u>
Key: 153205 - MAMMOTH TRANSIT SERVICE					
Revenue					
4060	TAXES - SALES	326,171.00	144,202.35	0.00	181,968.65
4350	REV USE OF MONEY & PROPERTY	5,000.00	0.00	0.00	5,000.00
4400	AID FROM OTHER GOVT AGENCIES	1,300,614.00	595,473.31	0.00	705,140.69
4600	CHARGES FOR CURRENT SERVICES	21,185.00	17,264.01	0.00	3,920.99
4900	OTHER REVENUE	1,500.00	2,374.42	0.00	(874.42)
Revenue Total:		<u>1,654,470.00</u>	<u>759,314.09</u>	<u>0.00</u>	<u>895,155.91</u>
Expenditure					
5000	SALARIES & BENEFITS	698,093.00	493,552.91	0.00	204,540.09
5100	SERVICES & SUPPLIES	470,954.00	256,757.23	0.01	214,196.76
5200	INTERNAL CHARGES	29,933.00	29,933.00	0.00	0.00
5600	FIXED ASSETS	400,825.00	202,030.22	0.00	198,794.78
5700	DEPRECIATION	33,130.00	0.00	0.00	33,130.00
5900	RESERVES	16,000.00	0.00	0.00	16,000.00
Expenditure Total:		<u>1,648,935.00</u>	<u>982,273.36</u>	<u>0.01</u>	<u>666,661.63</u>
Key Total:		<u>5,535.00</u>	<u>(222,959.27)</u>	<u>(0.01)</u>	<u>228,494.28</u>
Key: 153206 - 395 ROUTE					
Revenue					
4060	TAXES - SALES	201,397.00	96,048.00	0.00	105,349.00
4400	AID FROM OTHER GOVT AGENCIES	411,260.00	35,097.70	0.00	376,162.30
4600	CHARGES FOR CURRENT SERVICES	254,069.00	174,667.78	0.00	79,401.22
4900	OTHER REVENUE	0.00	87.06	0.00	(87.06)
Revenue Total:		<u>866,726.00</u>	<u>305,900.54</u>	<u>0.00</u>	<u>560,825.46</u>
Expenditure					

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Income Grouping

Ledger: GL

As Of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance
5000	SALARIES & BENEFITS	390,191.00	227,711.14	0.00	162,479.86
5100	SERVICES & SUPPLIES	288,005.00	143,482.13	0.00	144,522.87
5200	INTERNAL CHARGES	18,530.00	14,254.00	0.00	4,276.00
5600	FIXED ASSETS	170,000.00	0.00	0.00	170,000.00
5900	RESERVES	0.00	0.00	0.00	0.00
Expenditure Total:		<u>866,726.00</u>	<u>385,447.27</u>	<u>0.00</u>	<u>481,278.73</u>
Key Total:		<u>0.00</u>	<u>(79,546.73)</u>	<u>0.00</u>	<u>79,546.73</u>
Key: 153207 - SPECIALS					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
4600	CHARGES FOR CURRENT SERVICES	8,000.00	1,383.44	0.00	6,616.56
Revenue Total:		<u>8,000.00</u>	<u>1,383.44</u>	<u>0.00</u>	<u>6,616.56</u>
Expenditure					
5000	SALARIES & BENEFITS	2,570.00	2,504.13	0.00	65.87
5100	SERVICES & SUPPLIES	5,000.00	266.00	0.00	4,734.00
5200	INTERNAL CHARGES	238.00	238.00	0.00	0.00
5900	RESERVES	0.00	0.00	0.00	0.00
Expenditure Total:		<u>7,808.00</u>	<u>3,008.13</u>	<u>0.00</u>	<u>4,799.87</u>
Key Total:		<u>192.00</u>	<u>(1,624.69)</u>	<u>0.00</u>	<u>1,816.69</u>
Key: 153208 - COMMUTER VANPOOL					
Revenue					
4600	CHARGES FOR CURRENT SERVICES	0.00	0.00	0.00	0.00
Revenue Total:		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00
5200	INTERNAL CHARGES	0.00	0.00	0.00	0.00
Expenditure Total:		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Key Total:		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Key: 153209 - REDS MEADOW					
Revenue					
4060	TAXES - SALES	22,000.00	0.00	0.00	22,000.00
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
4600	CHARGES FOR CURRENT SERVICES	425,000.00	313,969.43	0.00	111,030.57
4900	OTHER REVENUE	500.00	356.03	0.00	143.97
Revenue Total:		<u>447,500.00</u>	<u>314,325.46</u>	<u>0.00</u>	<u>133,174.54</u>
Expenditure					
5000	SALARIES & BENEFITS	189,400.00	125,025.85	0.00	64,374.15
5100	SERVICES & SUPPLIES	237,167.00	174,365.18	0.00	62,801.82
5200	INTERNAL CHARGES	9,146.00	9,146.00	0.00	0.00
5700	DEPRECIATION	22,000.00	0.00	0.00	22,000.00
5900	RESERVES	0.00	0.00	0.00	0.00
Expenditure Total:		<u>457,713.00</u>	<u>308,537.03</u>	<u>0.00</u>	<u>149,175.97</u>
Key Total:		<u>(10,213.00)</u>	<u>5,788.43</u>	<u>0.00</u>	<u>(16,001.43)</u>
Key: 153210 - MMSA-MAMMOTH MT SKI AREA					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
4600	CHARGES FOR CURRENT SERVICES	1,061,525.00	511,331.40	0.00	550,193.60
4900	OTHER REVENUE	0.00	1,852.90	0.00	(1,852.90)
Revenue Total:		<u>1,061,525.00</u>	<u>513,184.30</u>	<u>0.00</u>	<u>548,340.70</u>

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Income Grouping

Ledger: GL

As Of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance
Expenditure					
5000	SALARIES & BENEFITS	473,947.00	237,960.78	0.00	235,986.22
5100	SERVICES & SUPPLIES	474,097.00	217,899.11	21,600.00	234,597.89
5200	INTERNAL CHARGES	26,132.00	26,132.00	0.00	0.00
5700	DEPRECIATION	88,000.00	0.00	0.00	88,000.00
5900	RESERVES	0.00	0.00	0.00	0.00
Expenditure Total:		<u>1,062,176.00</u>	<u>481,991.89</u>	<u>21,600.00</u>	<u>558,584.11</u>
Key Total:		<u>(651.00)</u>	<u>31,192.41</u>	<u>(21,600.00)</u>	<u>(10,243.41)</u>
Key: 153299 - EASTERN SIERRA TRANSIT					
Revenue					
4060	TAXES - SALES	1,561,732.00	755,255.19	0.00	806,476.81
4350	REV USE OF MONEY & PROPERTY	20,000.00	9,135.98	0.00	10,864.02
4400	AID FROM OTHER GOVT AGENCIES	2,171,828.00	1,018,219.47	0.00	1,153,608.53
4600	CHARGES FOR CURRENT SERVICES	1,959,334.00	1,178,577.64	0.00	780,756.36
4800	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00
4900	OTHER REVENUE	5,000.00	13,341.59	0.00	(8,341.59)
Revenue Total:		<u>5,717,894.00</u>	<u>2,974,529.87</u>	<u>0.00</u>	<u>2,743,364.13</u>
Expenditure					
5000	SALARIES & BENEFITS	2,717,979.00	1,660,394.71	0.00	1,057,584.29
5100	SERVICES & SUPPLIES	1,908,717.00	1,096,149.10	21,600.02	790,967.88
5200	INTERNAL CHARGES	123,058.00	118,782.00	0.00	4,276.00
5560	DEBT SERVICE INTEREST	0.00	0.00	0.00	0.00
5600	FIXED ASSETS	749,180.00	213,529.16	10,975.00	524,675.84
5700	DEPRECIATION	175,030.00	0.00	0.00	175,030.00
5900	RESERVES	34,000.00	5,000.00	0.00	29,000.00
Expenditure Total:		<u>5,707,964.00</u>	<u>3,093,854.97</u>	<u>32,575.02</u>	<u>2,581,534.01</u>
Key Total:		<u>9,930.00</u>	<u>(119,325.10)</u>	<u>(32,575.02)</u>	<u>161,830.12</u>
Key: 153211 - ESTA ACCUMULATED CAPITAL OUT					
Revenue					
4350	REV USE OF MONEY & PROPERTY	0.00	1,998.62	0.00	(1,998.62)
4600	CHARGES FOR CURRENT SERVICES	0.00	0.00	0.00	0.00
4800	OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00
Revenue Total:		<u>0.00</u>	<u>1,998.62</u>	<u>0.00</u>	<u>(1,998.62)</u>
Key Total:		<u>0.00</u>	<u>1,998.62</u>	<u>0.00</u>	<u>(1,998.62)</u>
Key: 153212 - ESTA GENERAL RESERVE					
Revenue					
4350	REV USE OF MONEY & PROPERTY	0.00	1,211.30	0.00	(1,211.30)
Revenue Total:		<u>0.00</u>	<u>1,211.30</u>	<u>0.00</u>	<u>(1,211.30)</u>
Key Total:		<u>0.00</u>	<u>1,211.30</u>	<u>0.00</u>	<u>(1,211.30)</u>
Key: 153213 - ESTA-BUDGET STABILIZATION RESER					
Revenue					
4350	REV USE OF MONEY & PROPERTY	0.00	484.52	0.00	(484.52)
Revenue Total:		<u>0.00</u>	<u>484.52</u>	<u>0.00</u>	<u>(484.52)</u>
Key Total:		<u>0.00</u>	<u>484.52</u>	<u>0.00</u>	<u>(484.52)</u>
Key: 612502 - SRTP TRANSPORT PLAN					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
Revenue Total:		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Expenditure					
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Income Grouping

Ledger: GL

As Of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00
Key: 612490 - ACIS-AUTOMATED CUSTOMER IS					
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00
Key: 612491 - NIGHT RIDER					
Revenue					
4600	CHARGES FOR CURRENT SERVICES	0.00	0.00	0.00	0.00
Revenue Total:		0.00	0.00	0.00	0.00
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00
Key: 612493 - JARC-LONE PINE/BISHOP					
Revenue					
4060	TAXES - SALES	58,213.00	24,250.00	0.00	33,963.00
4400	AID FROM OTHER GOVT AGENCIES	56,299.00	29,086.02	0.00	27,212.98
4600	CHARGES FOR CURRENT SERVICES	24,000.00	14,706.12	0.00	9,293.88
4900	OTHER REVENUE	0.00	0.00	0.00	0.00
Revenue Total:		138,512.00	68,042.14	0.00	70,469.86
Expenditure					
5000	SALARIES & BENEFITS	82,534.00	44,699.09	0.00	37,834.91
5100	SERVICES & SUPPLIES	52,532.00	40,885.01	0.00	11,646.99
5200	INTERNAL CHARGES	3,445.00	3,445.00	0.00	0.00
Expenditure Total:		138,511.00	89,029.10	0.00	49,481.90
Key Total:		1.00	(20,986.96)	0.00	20,987.96
Key: 612494 - JARC-MAMMOTH EXPRESS					
Revenue					
4060	TAXES - SALES	43,852.00	20,034.00	0.00	23,818.00
4400	AID FROM OTHER GOVT AGENCIES	43,852.00	22,464.49	0.00	21,387.51
4600	CHARGES FOR CURRENT SERVICES	22,000.00	12,658.18	0.00	9,341.82
Revenue Total:		109,704.00	55,156.67	0.00	54,547.33
Expenditure					
5000	SALARIES & BENEFITS	61,059.00	31,776.80	0.00	29,282.20
5100	SERVICES & SUPPLIES	45,200.00	29,488.37	0.00	15,711.63
5200	INTERNAL CHARGES	3,445.00	3,445.00	0.00	0.00
Expenditure Total:		109,704.00	64,710.17	0.00	44,993.83
Key Total:		0.00	(9,553.50)	0.00	9,553.50
Key: 612496 - MONO COUNTY BUS SHELTERS					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
Revenue Total:		0.00	0.00	0.00	0.00
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Income Grouping

Ledger: GL

As Of 3/13/2018

Object	Description	Budget	Actual	Encumbrance	Balance
Key: 612497 - GOOGLE TRANSIT PHASE 2					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
4600	CHARGES FOR CURRENT SERVICES	0.00	0.00	0.00	0.00
Revenue Total:		0.00	0.00	0.00	0.00
Expenditure					
5000	SALARIES & BENEFITS	0.00	37.26	0.00	(37.26)
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	37.26	0.00	(37.26)
Key Total:		0.00	(37.26)	0.00	37.26
Key: 612498 - CAPP-CLEAN AIR PROJECT PROGRAM					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
Revenue Total:		0.00	0.00	0.00	0.00
Expenditure					
5000	SALARIES & BENEFITS	0.00	0.00	0.00	0.00
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00
Key: 612499 - MOBILITY MANAGEMENT 14					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	0.00	0.00	0.00	0.00
Revenue Total:		0.00	0.00	0.00	0.00
Expenditure					
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00
Expenditure Total:		0.00	0.00	0.00	0.00
Key Total:		0.00	0.00	0.00	0.00
Key: 612489 - NON-EMERGENCY TRAN REIM					
Revenue					
4400	AID FROM OTHER GOVT AGENCIES	25,850.00	10,139.06	0.00	15,710.94
Revenue Total:		25,850.00	10,139.06	0.00	15,710.94
Expenditure					
5000	SALARIES & BENEFITS	5,690.00	2,251.12	0.00	3,438.88
5100	SERVICES & SUPPLIES	20,330.00	12,497.39	0.00	7,832.61
Expenditure Total:		26,020.00	14,748.51	0.00	11,271.49
Key Total:		(170.00)	(4,609.45)	0.00	4,439.45
Key: 612503 - BISHOP YARD-ESTA					
Revenue					
4060	TAXES - SALES	0.00	0.00	0.00	0.00
4350	REV USE OF MONEY & PROPERTY	0.00	(31.16)	0.00	31.16
4400	AID FROM OTHER GOVT AGENCIES	120,000.00	9,125.00	0.00	110,875.00
4900	OTHER REVENUE	0.00	0.00	0.00	0.00
Revenue Total:		120,000.00	9,093.84	0.00	110,906.16
Expenditure					
5100	SERVICES & SUPPLIES	0.00	0.00	0.00	0.00
5600	FIXED ASSETS	120,000.00	11,498.94	10,975.00	97,526.06
Expenditure Total:		120,000.00	11,498.94	10,975.00	97,526.06
Key Total:		0.00	(2,405.10)	(10,975.00)	13,380.10

**COUNTY OF INYO
UNDESIGNATED FUND BALANCES**

AS OF 06/30/2018

	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	2,193,933		97,449		65,422			2,225,960	21,600	2,204,360
1533 ESTA ACCUMULATED	838,200							838,200		838,200
1534 ESTA GENERAL RESERVE	508,050							508,050		508,050
1535 ESTA BUDGET STAB	203,218							203,218		203,218
6813 JARC-LONE PINE/BISHOP	10,628				1,544	68,500		(59,416)		(59,416)
6814 JARC-MAMMOTH EXPRESS	31,395				763			30,632		30,632
6817 GOOGLE TRANSIT PHASE 2	18							18		18
6818 CAPP-CLEAN AIR PROJECT	2,923							2,923		2,923
6819 MOBILITY MANAGEMENT 14	2,227							2,227		2,227
6820 NON-EMERGENCY TRAN REIM	6,242				243	10,706		(4,707)		(4,707)
6821 BISHOP YARD-ESTA	8,706					18,243		(9,537)	10,975	(20,512)
ESTA Totals	3,805,540		97,449		67,972	97,449		3,737,568	32,575	3,704,993
Grand Totals	3,805,540		97,449		67,972	97,449		3,737,568	32,575	3,704,993

MONTHLY REPORT

February 2018

	Feb-18	Jan-18	Percent Change	Feb-17	Percent Change
PASSENGERS					
Adult	108,647	130,055	-16.5%	136,013	-20.1%
Senior	1,660	1,801	-7.8%	1,634	1.6%
Disabled	816	1,018	-19.8%	1,055	-22.7%
Wheelchair	349	352	-0.9%	348	0.3%
Child	13,663	14,222	-3.9%	15,422	-11.4%
Child under 5	270	354	-23.7%	315	-14.3%
Total Passengers	125,405	147,802	-15.2%	154,787	-19.0%
FARES	\$34,947.55	\$36,669.85	-4.7%	\$34,214.80	2.1%
SERVICE MILES	79,860	90,932	-12.2%	73,912	8.0%
SERVICE HOURS	4,937	5,514	-10.5%	4,925	0.2%
Passengers per Hour	25.40	26.80	-5.2%	31.43	-19.2%

RIDERSHIP COMPARISON

REPORT MONTH - THIS YEAR/LAST YEAR					FISCAL YEAR TO DATE				
Route	Feb-18	Feb-17	Variance	% Change	Route	FY 17/18	FY 16/17	Variance	% Change
Mammoth Express	346	563	-217	-38.5%	Mammoth Express	2,965	3,444	-479	-13.9%
Lone Pine to Bishop	173	287	-114	-39.7%	Lone Pine to Bishop	2,114	2,753	-639	-23.2%
Lone Pine DAR	360	284	76	26.8%	Lone Pine DAR	2,694	2,498	196	7.8%
Tecopa	6	8	-2	-25.0%	Tecopa	77	53	24	45.3%
Walker DAR	134	184	-50	-27.2%	Walker DAR	1,522	1,552	-30	-1.9%
Bridgeport to G'Ville	40	50	-10	-20.0%	Bridgeport to G'Ville	365	274	91	33.2%
Benton to Bishop	24	9	15	166.7%	Benton to Bishop	223	176	47	26.7%
Bishop DAR	3,286	3,424	-138	-4.0%	Bishop DAR	28,074	26,628	1,446	5.4%
Nite Rider	321	277	44	15.9%	Nite Rider	2,895	2,609	286	11.0%
Mammoth FR	24,449	25,432	-983	-3.9%	Mammoth FR	268,455	284,646	-16,191	-5.7%
Mammoth DAR	293	388	-95	-24.5%	Mammoth DAR	2,524	2,582	-58	-2.2%
Reno	535	367	168	45.8%	Reno	5,393	4,640	753	16.2%
Lancaster	300	290	10	3.4%	Lancaster	3,724	3,296	428	13.0%
MMSA	94,600	122,211	-27,611	-22.6%	MMSA	322,360	399,527	-77,167	-19.3%
June Lake Shuttle	292	780	-488	-62.6%	June Lake Shuttle	1,820	2,212	-392	-17.7%
TOTALS	125,405	154,787	-29,382	-19.0%	TOTALS:	750,938	900,617	-149,679	-16.6%

PASSENGERS PER SERVICE HOUR

REPORT MONTH - THIS YEAR/LAST YEAR				PAX MILES/ SVC HOUR	FISCAL YEAR TO DATE				PAX MILES/ SVC HOUR		
Route	Feb-18	Feb-17	% Change		Route	FY 17/18	FY 16/17	% Change			
Mammoth Express	4.90	5.05	-2.9%		Mammoth Express	4.34	3.45	25.8%			
Lone Pine to Bishop	1.97	2.51	-21.4%		Lone Pine to Bishop	2.52	2.90	-13.3%			
Lone Pine DAR	2.71	2.14	26.8%		Lone Pine DAR	2.33	2.16	7.7%			
Tecopa	0.42	1.00	N/A		Tecopa	0.80	0.92	-13.4%			
Walker DAR	0.94	1.53	-38.8%		Walker (total)	1.25	1.56	-19.6%			
Bridgeport to G'Ville	1.52	1.82	-16.8%		Bridgeport to G'Ville	1.66	1.30	27.8%			
Benton to Bishop	1.78	0.86	106.4%		Benton to Bishop	2.08	1.73	20.6%			
Bishop DAR	3.93	4.28	-8.3%		Bishop DAR	3.93	3.77	4.3%			
Nite Rider	5.35	4.60	16.2%		Nite Rider	5.09	4.80	6.0%			
Mammoth FR	27.81	29.29	-5.1%		Mammoth FR	23.27	26.63	-12.6%			
Mammoth DAR	1.81	2.69	-32.5%		Mammoth DAR	1.70	1.79	-5.5%			
Reno	2.17	1.87	15.8%		181.77	Reno	2.48	2.57		-3.3%	261.39
Lancaster	1.52	2.44	-37.7%		168.63	Lancaster	2.20	2.99		-26.3%	218.97
MMSA	48.49	58.35	-16.9%			MMSA	48.39	56.63		-14.6%	
June Lake Shuttle	3.34	7.33	-54.4%			June Lake Shuttle	2.84	7.87		-63.9%	
Total	25.40	31.43	-19.2%		Total	19.26	23.16	-16.8%			

Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd Mi	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Feb-18																	
Mammoth Express	\$1,659.90	300	32	4	0	3	7	346	83	71	3,325	3,274	4.80	.51	4.90	47.1	0.11
Lone Pine to Bishop	\$875.50	101	50	17	3	2	0	173	106	88	4,558	4,198	5.06	.21	1.97	52.0	0.04
Lone Pine DAR	\$891.60	16	205	68	13	58	0	360	139	133	1,424	1,424	2.48	.63	2.71	10.7	0.25
Tecopa	\$30.00	0	6	0	0	0	0	6	15	14	353	353	5.00	.08	.42	24.5	0.02
Walker DAR	\$371.70	11	11	112	0	0	0	134	152	143	907	821	2.77	.45	.94	6.4	0.16
Bridgeport to G'Ville	\$266.00	4	36	0	0	0	0	40	32	26	872	592	6.65	.45	1.52	33.1	0.07
Benton to Bishop	\$133.00	2	14	8	0	0	0	24	29	14	1,297	658	5.54	.20	1.78	96.1	0.04
Bishop DAR	\$7,481.40	1,164	1,133	432	306	62	189	3,286	896	837	9,561	8,759	2.28	.85	3.93	11.4	0.38
Nite Rider	\$1,225.80	241	13	35	14	8	10	321	60	60	899	899	3.82	1.36	5.35	15.0	0.36
Mammoth FR	\$0.00	22,627	0	0	0	1,822	0	24,449	930	879	12,188	11,426	N/A	N/A	27.81	13.9	2.14
Mammoth DAR	\$656.40	177	14	39	3	3	57	293	162	162	997	917	2.24	.72	1.81	6.2	0.32
Reno	\$8,933.75	381	81	45	2	23	3	535	281	247	11,543	10,600	16.70	.84	2.17	46.7	0.05
Lancaster	\$4,857.50	205	65	21	0	5	4	300	221	198	9,727	9,525	16.19	.51	1.52	49.2	0.03
MMSA	\$0.00	82,943	0	4	0	11,653	0	94,600	2,061	1,951	24,869	23,606	N/A	N/A	48.49	12.7	4.01
June Lake Shuttle	\$7,565.00	292	0	0	0	0	0	292	108	87	2,741	2,450	25.91	3.09	3.34	31.3	0.12
Total	\$34,947.55	108,647	1,660	816	349	13,663	270	125,405	5,307	4,937	85,718	79,860	.28	.44	25.40	17.4	1.57
Feb-17																	
Mammoth Express	\$3,331.90	467	57	12	1	8	18	563	135	112	4,428	4,298	5.92	.78	5.05	39.7	0.13
Lone Pine to Bishop	\$1,410.25	176	58	35	0	9	9	287	134	114	5,204	5,058	4.91	.28	2.51	45.5	0.06
Lone Pine DAR	\$689.60	22	131	62	21	46	2	284	139	133	1,182	1,176	2.43	.59	2.14	8.9	0.24
Tecopa	\$40.00	0	8	0	0	0	0	8	11	8	328	164	5.00	.24	1.00	41.0	0.05
Walker DAR	\$529.50	0	18	166	0	0	0	184	128	120	1,133	955	2.88	.55	1.53	9.4	0.19
Bridgeport to G'Ville	\$365.00	8	42	0	0	0	0	50	32	27	865	590	7.30	.62	1.82	31.5	0.08
Benton to Bishop	\$51.50	4	4	1	0	0	0	9	20	10	990	501	5.72	.10	.86	94.7	0.02
Bishop DAR	\$7,686.60	1,036	1,187	566	300	141	194	3,424	862	799	9,591	8,800	2.24	.87	4.28	12.0	0.39
Nite Rider	\$1,039.80	167	18	52	23	1	16	277	63	60	965	932	3.75	1.12	4.60	16.0	0.30
Mammoth FR	\$0.00	23,479	0	0	0	1,953	0	25,432	918	868	12,488	10,822	N/A	N/A	29.29	14.4	2.35
Mammoth DAR	\$872.40	218	30	62	2	3	73	388	145	145	399	392	2.25	2.23	2.69	2.8	0.99
Reno	\$6,721.00	305	28	20	1	12	1	367	221	196	8,315	8,062	18.31	.83	1.87	42.4	0.05
Lancaster	\$5,240.25	201	53	25	0	9	2	290	150	119	6,175	5,917	18.07	.89	2.44	51.9	0.05
MMSA	\$0.00	108,996	0	29	0	13,186	0	122,211	2,217	2,095	24,991	23,649	N/A	N/A	58.35	11.9	5.17
June Lake Shuttle	\$6,237.00	726	0	0	0	54	0	780	134	106	2,821	2,388	8.00	2.61	7.33	26.5	0.33
Total	\$34,214.80	136,013	1,634	1,055	348	15,422	315	154,787	5,323	4,925	80,112	73,912	.22	.46	31.43	16.3	2.09

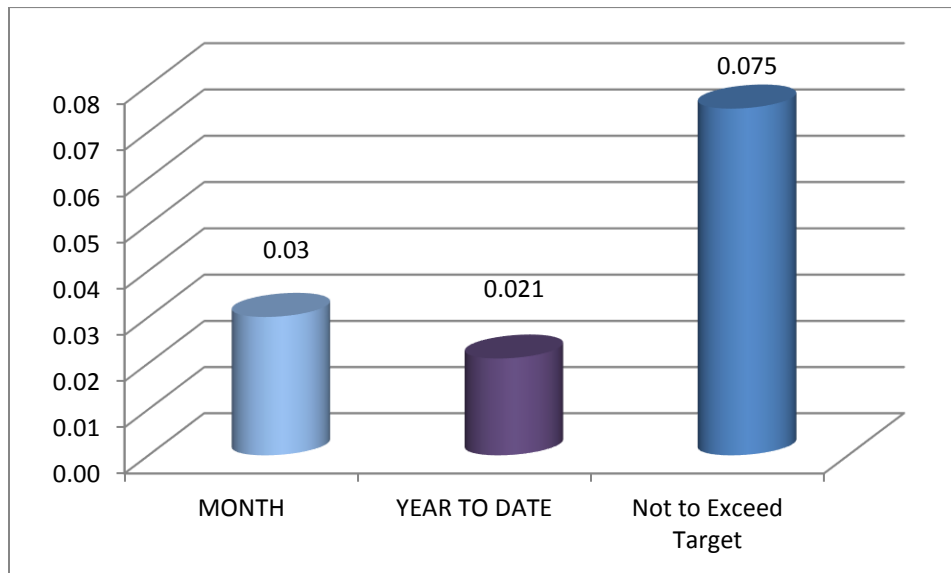
VARIANCE BY ROUTE (RAW NUMBERS) – February 2018 to February 2017																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	\$1,672.00	-167	-25	-8	-1	-5	-11	-217	-52	-41	-1103	-1024	-1.12	-0.27	-0.15	7.41	-0.03
Lone Pine to Bishop	-\$534.75	-75	-8	-18	3	-7	-9	-114	-28	-27	-646	-860	0.15	-0.07	-0.54	6.46	-0.02
Lone Pine DAR	\$202.00	-6	74	6	-8	12	-2	76	0	0	242	248	0.05	0.04	0.57	1.82	0.01
Tecopa	-\$10.00	0	-2	0	0	0	0	-2	4	6	25	189	0.00	-0.16	-0.58	-16.51	-0.03
Walker DAR	-\$157.80	11	-7	-54	0	0	0	-50	24	23	-226	-134	-0.10	-0.10	-0.60	-3.09	-0.03
Bridgeport to G'Ville	-\$99.00	-4	-6	0	0	0	0	-10	-1	-1	7	2	-0.65	-0.17	-0.31	1.54	-0.02
Benton to Bishop	\$81.50	-2	10	7	0	0	0	15	9	3	307	157	-0.18	0.10	0.92	1.34	0.02
Bishop DAR	-\$205.20	128	-54	-134	6	-79	-5	-138	34	38	-30	-41	0.03	-0.02	-0.36	-0.57	-0.01
Nite Rider	\$186.00	74	-5	-17	-9	7	-6	44	-3	0	-66	-33	0.06	0.25	0.75	-1.06	0.06
Mammoth FR	\$0.00	-852	0	0	0	-131	0	-983	12	11	-300	604	N/A	N/A	-1.49	-0.52	-0.21
Mammoth DAR	-\$216.00	-41	-16	-23	1	0	-16	-95	17	17	598	525	-0.01	-1.51	-0.87	3.40	-0.67
Reno	\$2,212.75	76	53	25	1	11	2	168	60	51	3228	2538	-1.61	0.01	0.30	4.37	0.00
Lancaster	-\$382.75	4	12	-4	0	-4	2	10	71	79	3552	3608	-1.88	-0.38	-0.92	-2.69	-0.02
MMSA	\$0.00	-26,053	0	-25	0	-1,533	0	27,611	-156	-144	-122	-43	N/A	N/A	-9.86	0.82	-1.16
June Lake Shuttle	\$1,328.00	-434	0	0	0	-54	0	-488	-26	-19	-80	62	17.91	0.48	-3.99	4.85	-0.21
VARIANCE BY ROUTE (PERCENTAGE) – February 2018 to February 2017																	
Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Total Svc Hours	Yd Mi	TOT SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	-50%	-36%	-44%	-67%	100%	-63%	-61%	-39%	-39%	-37%	-25%	-24%	-19%	-35%	-3%	19%	-19%
Lone Pine to Bishop	-38%	-43%	-14%	-51%		-78%	100%	-40%	-21%	-23%	-12%	-17%	3%	-25%	-21%	14%	-27%
Lone Pine DAR	29%	-27%	56%	10%	-38%	26%	100%	27%	0%	0%	20%	21%	2%	7%	27%	20%	5%
Tecopa	-25%		-25%					-25%	33%	80%	8%	115%	0%	-65%	-58%	-40%	-65%
Walker DAR	-30%		-39%	-33%				-27%	19%	19%	-20%	-14%	-4%	-18%	-39%	-33%	-15%
Bridgeport to G'Ville	-27%	-50%	-14%					-20%	-2%	-4%	1%	0%	-9%	-27%	-17%	5%	-20%
Benton to Bishop	158%	-50%	250%	700%				167%	43%	29%	31%	31%	-3%	97%	106%	1%	103%
Bishop DAR	-2.7%	12.4%	-4.5%	####	2.0%	56.0%	-2.6%	-4.0%	4.0%	4.7%	-0.3%	-0.5%	1.4%	-2.2%	-8.3%	-4.8%	-3.6%
Nite Rider	18%	44%	-28%	-33%	-39%	700%	-38%	16%	-4%	0%	-7%	-4%	2%	22%	16%	-7%	20%
Mammoth FR		-4%				-7%		-4%	1%	1%	-2%	6%	N/A	N/A	-5%	-4%	-9%
Mammoth DAR	-25%	-19%	-53%	-37%	50%	0%	-22%	-24%	12%	12%	150%	134%	0%	-68%	-33%	123%	-68%
Reno	33%	25%	189%	125%	100%	92%	200%	46%	27%	26%	39%	31%	-9%	1%	16%	10%	11%
Lancaster	-7%	2%	23%	-16%		-44%	100%	3%	47%	66%	58%	61%	-10%	-42%	-38%	-5%	-36%
MMSA		-24%		-86%		-12%		-23%	-7%	-7%	0%	0%	N/A	N/A	-7%	41%	-4%
June Lake Shuttle	21%	-60%				-100%		-63%	-19%	-18%	-3%	3%	224%	18%	-54%	18%	-64%

Comments

There were four comments received for the month of February 2018.

- February 2nd: Passenger wrote to complain that the evening run of The Limited route never showed up. The driver indicated that he ran the complete route, however was counseled to ensure that timing of his run was accurate and on-time.
- February 17th: Lodge owner wrote to state that one of her guests complained that the Blue Line driver was closing the door on passengers before they could fully exit the bus. Drivers were counseled to ensure that everyone is clear of the doorway prior to closing the door.
- February 18th: Passenger called to complain that the Blue Line bus did not stop at Canyon Lodge long enough for her to come out of the lodge to catch the bus. Drivers were reminded to dwell for a few moments at the Canyon Lodge stop to ensure that passengers are able to catch the bus.
- Passenger wrote to comment that the 10:50 departure from Main Lodge left early. Driver was counseled to ensure not to leave any timepoints prior to the scheduled time.

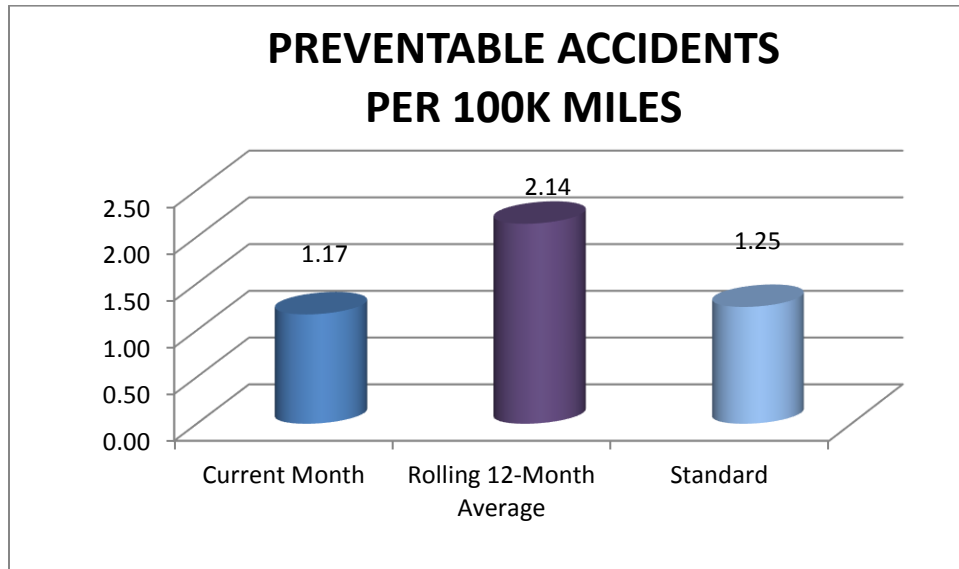
COMPLAINTS PER 1,000 PASSENGERS



Accident/Incidents

There was one preventable accident in February 2018.

- February 12th: An ESTA bus slide into rear of other vehicle at very slow speed, which resulted in a minor scrape to the other vehicles bumper.

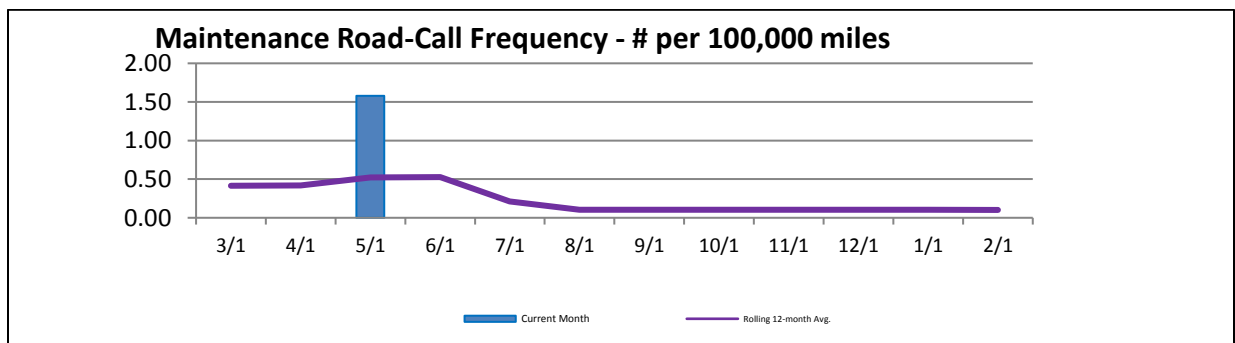


Missed Runs

There were no missed runs in February 2018.

Road Call Frequency

There were no Road Calls during the month of February 2018. The rolling 12-month road call frequency is 0.10 per 100,000 miles traveled.



Bishop Area Dial-A-Ride Wait Times

Wait times for the Bishop Area Dial-A-Ride (Mon. through Fri., 7:00 a.m. – 6:00 p.m.) *

FEBRUARY 2018

		Percent	Goal
IMMEDIATE RESPONSE TRIPS			
Total Trips:	1764	72%	
Average Wait Time (min.):	13		< 20 minutes
# > 30 minute wait:	97	5.5%	<5%
ADVANCE RESERVATION TRIPS			
Total Trips:	695	28%	
On Time Trips (± 10 min.)	557	80%	
TOTAL SCHEDULED TRIPS			
No-Shows	220 / 147	8.9% / 5.9%	Incl / Excl Ckpts
Cancellations	75	3%	

STAFF REPORT

Subject: 2016/17 Audited Financial Report Explanation

Initiated by: John Helm, Executive Director

BACKGROUND:

The FY 2016/17 Audited Financial Report was presented to the ESTA Board at the January meeting. Auditor-Controller, Amy Shepherd was unable to attend that meeting to provide further explanation of the report to the Board. Ms. Shepherd is planning to attend the March 16, 2018 meeting to further explain the report and to answer any questions from the Board members.

STAFF REPORT

Subject: Preliminary FY2018/19 Budget

Initiated by: John Helm, Executive Director

BACKGROUND:

ESTA’s Joint Powers Agreement (JPA) states that on or before April 1 of each year, the Authority shall cause to be prepared and submitted to the Board of Directors a proposed budget for the upcoming fiscal year.

ANALYSIS/DISCUSSION:

A preliminary budget for FY2018/19 is being presented to the Board at this time in order to provide opening information and is intended to provide a general financial overview of the upcoming year and to solicit direction, if desired, from the Board prior to finalization of the 18/19 budget.

The preliminary FY2018/19 budget anticipates service levels that are generally consistent with 2017/18. Federal funding for the 5311(f) program, which funds the Intercity routes to Reno and Lancaster, is projected to be flat with FY17/18 revenue. LCTOP revenue is projected to increase by \$40,000. Revenue from the new State of Good Repair Program is expected to add \$71,626 over the FY 17/18 budget, which will be used to offset the loss of federal Section 5316 funds which have funded 50% of the net operating expense of the Mammoth Express and Lone Pine Express routes. The projected year-to-year changes in state and federal revenue is detailed in the table below.

State & Federal Grant Revenue	17-18 budget	18-19 estimate	Var.	Comment
LTF	1,240,647	1,272,785	32,138	Estimates from both LTC's reflect modest reductions
STA	321,085	377,933	56,848	SCO estimate; Jan of each year; increase = SB-1
5311 apportionment	178,461	180,716	2,255	Modest increase forecast
5311(f)	226,560	225,000	-1,560	Grant amount approved for FY 17/18
5316 (LPX)	62,800	0	-62,800	Program discontinued under new federal authorization
5316 (MMX)	52,884	0	-52,884	Program discontinued under new federal authorization
LCTOP	26,189	66,147	39,958	Expansion of funding this year
SGR		71,626	71626	New program through SB-1
	2,108,626	2,194,207	85,581	

The balance of the revenue picture for FY2018/19 is detailed below. Overall, the preliminary estimate of total operating revenue for the coming year is projected to increase by 3.3% (\$160,890).

	17-18 budget	18-19 estimate	Var.	
Other Agencies				
TOML	853,235	862,000	8,765	1% service increase forecast
MMSA	1,050,000	1,050,000	0	consistent with FY 17/18
KRT	24,000	24,000	0	
	1,927,235	1,936,000	8,765	0.3%
Fares				
Reds Meadow	425,000	490,000	65,000	estimate of 70,000 pax; \$1 increase in ticket price
395 Rts	254,000	255,000	1,000	consistent with expanded service in 17/18
All Other	209,456	210,000	544	nominal increase in ridership
	888,456	955,000	66,544	1.9%
State/Federal revenue	2,108,626	2,194,207	85,581	4.8%
TOTAL OPERATING REVENUE	4,924,317	5,085,207	160,890	3.3%

The revenues detailed in the tables above assume a level of service generally consistent with the service level planned for in the 2017/18 budget. The Bishop Creek Recreation Area Shuttle, the continuation of the additional mid-day Lone Pine Express run, and June Lake Summer Shuttle service are included in the calculations at this time. Based on this service level, preliminary estimates of expenditures project that revenues will be sufficient to fund the service. This preliminary analysis anticipates continuation of comparatively low fuel prices and continued increases in vehicle maintenance costs. A summary of preliminary expenses for FY2018/19 by major expense category is detailed in the table below. The large percentage increase in the "Other" line item is attributable to funds collected from Reds Meadow Adult tickets to be set aside for the funding of maintenance of the rehabilitated Reds Meadow Road.

Operating Expense Categories	16-17 actual	17-18 budget	18-19 estimate
Salaries & Benefits	2,320,577	2,713,379	2,830,000
Insurance	319,541	349,620	375,000
Maintenance	481,750	559,880	600,000
Fuel	367,988	592,515	600,000
Facilities	230,640	236,550	250,000
Services	162,920	231,260	230,000
Other	124,062	100,550	200,000
	4,007,478	4,783,754	5,085,000

FINANCIAL CONSIDERATIONS

A budget for the 2018/19 fiscal year is required in order to operate ESTA's services. The preliminary budget presented at this time is an estimate of the revenues and expenditures now known or anticipated. Further financial information will be developed in the next few months prior to the anticipated final budget to be presented for the Board's consideration in June of 2018

RECOMMENDATION

This preliminary budget is presented for the Board's information, in compliance with the ESTA Joint Powers Agreement, and to receive any desired input from the Board as the FY 18/19 budget is finalized.

STAFF REPORT

Subject: Six-Month Review of ESTA's Transit Services

Initiated by: John Helm, Executive Director

BACKGROUND:

ESTA's Service Change Policy includes a plan for bi-annual service planning sessions to allow the Board an opportunity to review and approve the services proposed to be operated for the coming six months.

ANALYSIS/DISCUSSION:

The following pages detail the specific routes that are planned to be operated by Eastern Sierra Transit for what is considered the summer season, from April through September of 2018. The pages detail descriptions of the routes as well as the operating statistics (hours and miles) for the routes including a break-down as to how the services are applied to the Authority's jurisdictions. The information also includes a synopsis of the revenues provided by each of the member entities to fund the services.

The proposed services for the coming six months include the following:

- Summer seasonal service to Bishop Creek Recreation Area is proposed to be continued
- The Limited route (service to Old Mammoth Road area) proposed to operate through June. It is anticipated that a new bus turn-around area will be completed by then, which will eliminate the need for this route.
- Consistent with last spring, the Red Line will transition to Trolley service in late April.
- June Lake Summer Shuttle is tentatively anticipated to be continued. This is dependent upon local funding.

EASTERN SIERRA TRANSIT

Planned Transit Services: April 2018 through September 2018

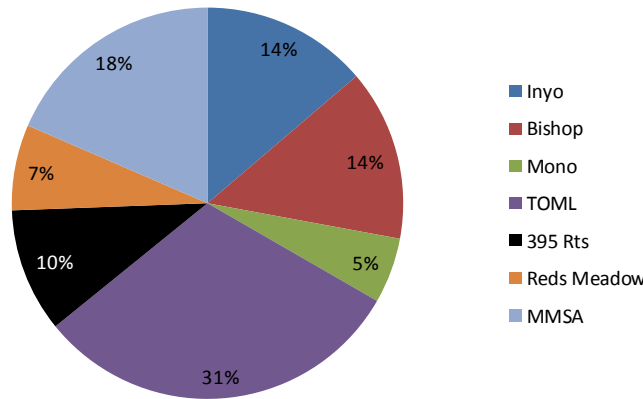
Route	Days of the Week							Hours of Service	Year round or Seasonal	Description
	S	M	T	W	T	F	S			
Walker Dial-a-Ride		X	X	X	X	X	X	8:00a - 4:00p	Year round	1 bus in service 8:00am to 4:00pm Monday-Friday
Bridgeport - Gardnerville				X				1:30p - 9:00p	Year round	1 roundtrip on Wednesday
June Lake Summer Shuttle	X	X	X	X	X	X	X	9:00a - 5:00p	July 1 - Aug 13, then weekends through Labor Day	Hourly shuttle service operating from 9:00am until 5:00pm with a service break from 1:00pm until 2:00pm for driver meal break. Fixed route from Mammoth to June at 8:30am and return from June to Mammoth at 5:00pm
Mammoth Dial-a-Ride (include The Limited service thru June)	X	X	X	X	X			8:00a - 5:00p	Year round	Weekdays only
Purple Line	X	X	X	X	X	X	X	7:00a - 6:00p	Year round	1 bus in service providing 30 minute headways
The Limited	X	X	X	X	X	X	X	7:00a - 5:20p	Expected to be replaced by July 1	3 a.m runs, and 3 p.m runs providing service from the upper Old Mammoth Road area to schools, the Hospital, and the Village on certain runs
Mammoth Winter Trolley	X	X	X	X	X	X	X	5:45p - 2:00a	Through April 22	3 buses in service providing 20 minute headways until 10:00pm. Reduced service from 10:00pm until 2:00am.
Mammoth Shoulder Season Trolley	X	X	X	X	X	X	X	7:00am - 10:00p	April 23** through mid-June; Day after Labor Day until Red Line starts in Nov	2 buses in service providing 30 minute headways until 10pm, Reduced service until 2:00am on weekends as warranted
Mammoth Summer Trolley	X	X	X	X	X	X	X	7:00a - 2:00a	Mid-June - Labor Day	3 buses in service providing 20 minute headways until 10pm, Reduced service from 10pm until 2:00am.
Mammoth Lakes Basin Trolley	X	X	X	X	X	X	X	8:00a - 6:00p	Mid-June - Labor Day	2 buses in service providing 30 minute headways. 3rd bus operated on peak Saturdays
Mammoth Lakes Basin Trolley (early and late season)	X	X	X	X	X	X	X	8:00a - 6:00p	Day after Labor day until Oct. 1	1 bus in service providing 60 minute headways (Sun - Fri), 2 buses in service providing 30 minute headways on Saturdays.
Red Line	X	X	X	X	X	X	X	7:00a - 5:30p	Through April 22 **	20 minute frequency using a minimum of 3 buses in service
Blue Line	X	X	X	X	X	X	X	7:05a - 5:20p	Through April 15	15 minute frequency using a minimum of 1 bus in service. End date is dependent on Mammoth Mountain's spring operations
Green Line	X	X	X	X	X	X	X	7:30a - 5:30p	Through April 15	15 minute frequency using a minimum of 1 bus in service. End date is dependent on Mammoth Mountain's spring operations
Yellow Line	X	X	X	X	X	X	X	7:30a - 5:30p	Through April 15	20 minute frequency using a minimum of 1 bus in service. End date is dependent on Mammoth Mountain's spring operations
Mammoth Express		X	X	X	X	X			Year round	4 trips/weekday in each direction (departs Bishop 6:50a, 7:30a, 1:00p, and 6:10p; departs Mammoth 7:50a, 2:05p, 5:15p, and 7:00p) [times in red operated in conjunction with 395 Reno route]
Reno Route		X	X	X	X	X			Year round	1 roundtrip per day, Monday-Friday from Lone Pine to Reno.
Lancaster Route		X	X	X	X	X			Year round	1 roundtrip per day, Monday-Friday from Mammoth Lakes to Lancaster.
Benton to Bishop			X			X		8:30a from Benton 2:30p return	Year round	1 roundtrip/day, 2 days/week (Tue and Fri)
Bishop Dial-a-Ride	X	X	X	X	X	X	X	7:00a - 6:00p M-F; 8:30a - 6:00p Sat; 8:00a - 1:00p Sun	Year round	
Night Rider						X	X	6:00p - 2:00a	Year round	Friday and Saturday nights, as well as New Year's Eve
Bishop Creek Shuttle	X	X	X	X	X	X	X	8:00am - 9:45am 3:15pm - 5:00pm	June 16 through Labor Day (7 days/week)	2 roundtrips per day departing Bishop at 8:00am and 3:15pm
Lone Pine to Bishop		X	X	X	X	X			Year round	3 trips/weekday in each direction (departs Bishop 7:00a, 11:45a (M,W,F), 1:15p, and 6:30p; departs Lone Pine 6:15a, 8:30a, 11:45am, and 5:00p. 5:00p Lone Pine to Bishop and 8:45 am Bishop to Lone Pine runs operated by the 395 Lancaster route on M, W, and Friday.
Lone Pine Dial-a-Ride		X	X	X	X	X		7:00a - 4:00p	Year round	1 bus in service M-F (7 service hours per day)
Tecopa					X			7:00 - 1:00p	Year round	1 roundtrip per day on 2 Thursdays per month from Tecopa to Pahrump (service contracted to Pahrump Senior Center)
Reds Meadow Shuttle	X	X	X	X	X	X	X	7:00 - 9:00p	est. June 16 - Sept 5	Daily mandatory shuttle bus service to the Reds Meadow valley. 20-minute frequency from 10am - 4-pm. 45-min. frequency early morning & late afternoon
Reds Meadow Intra-Valley	X						X	10:00 - 4:00	Weekends following Labor Day	Shuttle operating on 30-minute frequency between Reds Meadow Resort and Devils Postpile. Service dependent on external funding (TOML? NPS?)

EASTERN SIERRA TRANSIT - SERVICE ANALYSIS by Route and Jurisdiction

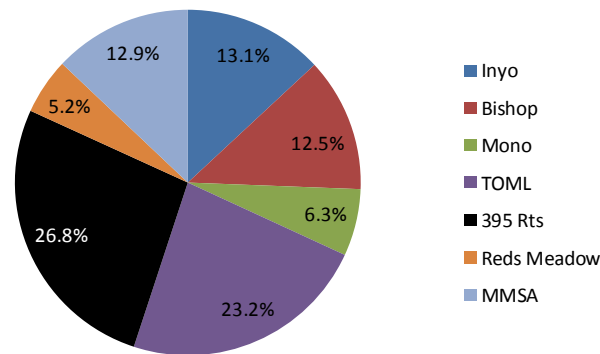
March, 2018

Jurisdiction Assignment						Service Hours							Service Miles									
Inyo	Bishop	Mono	TOML	395 Rts	MMSA	ROUTE	Annual Vehicle Service Hours	Annual Vehicle Miles	Inyo	Bishop	Mono	TOML	395 Rts	Reds Meadow	MMSA	Inyo	Bishop	Mono	TOML	395 Rts	Reds Meadow	MMSA
		100%				Walker Dial-a-Ride	1,750	15,000	0	0	1,750	0	0			0	0	15,000	0	0		
		100%				Bridgeport - Carson City	306	11,200	0	0	306	0	0			0	0	11,200	0	0		
		100%				June Lake Summer Shuttle	400	8,950	0	0	400	0	0			0	0	8,950	0	0		
			100%			Mammoth Dial-a-Ride	2,280	18,300	0	0	0	2,280	0			0	0	0	18,300	0		
			100%			Purple Line	4,015	58,000	0	0	0	4,015	0			0	0	0	58,000	0		
			100%			Mammoth Trolleys	10,600	136,000	0	0	0	10,600	0			0	0	0	136,000	0		
50%	50%		100%			Bishop Creek Shuttle	270	9,650	135	135	0	270	0			4,825	4,825	0	9,650	0		
		100%				Benton to Bishop	288	14,300	0	0	288	0	0			0	0	14,300	0	0		
25%	25%	25%	25%			Mammoth Express	1,305	58,000	326	326	326	326	0			14,500	14,500	14,500	14,500	0		
40%	60%					Bishop Dial-a-Ride	10,800	127,000	4,320	6,480	0	0	0			50,800	76,200	0	0	0		
40%	60%					Night Rider	880	12,500	352	528	0	0	0			5,000	7,500	0	0	0		
60%	40%					Lone Pine to Bishop	1,400	62,000	840	560	0	0	0			37,200	24,800	0	0	0		
100%						Lone Pine Dial-a-Ride	1,724	17,600	1,724	0	0	0	0			17,600	0	0	0	0		
100%						Tecopa	120	3,500	100	0	0	0	0			3,500	0	0	0	0		
				100%		395 Route - Reno	3,275	148,000	0	0	0	0	3,275			0	0	0	0	148,000		
				100%		395 Route - Lancaster	2,540	125,000	0	0	0	0	2,540			0	0	0	0	125,000		
					100%	MMSA Routes	10,490	132,000	0	0	0	0			10,490	0	0	0	0	0		132,000
					100%	Reds Meadow	4,018	53,500	0	0	0	0		4,018		0	0	0	0	0	53,500	
							56,461	1,010,500	7,797	8,029	3,070	17,491	5,815	4,018	10,490	133,425	127,825	63,950	236,450	273,000	53,500	132,000
									14%	14%	5%	31%	10%	7%	18%	13.1%	12.5%	6.3%	23.2%	26.8%	5.2%	12.9%

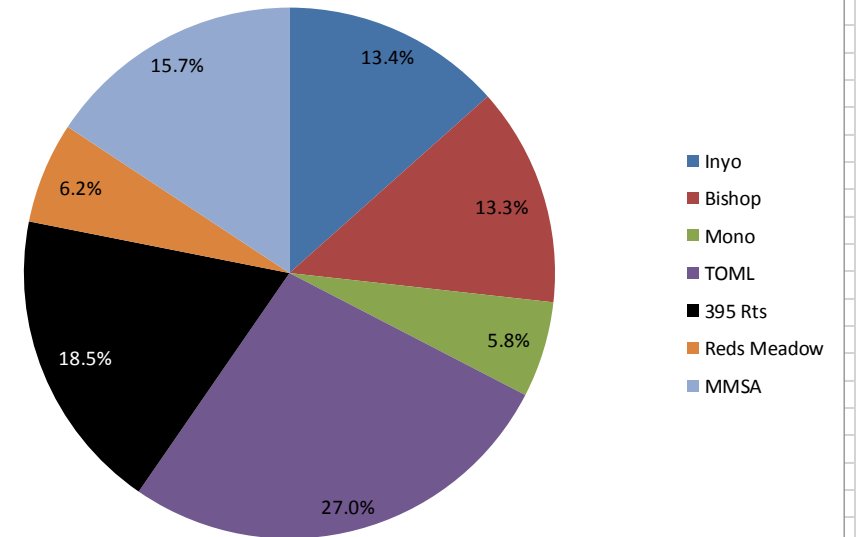
Service Hours FY17/18



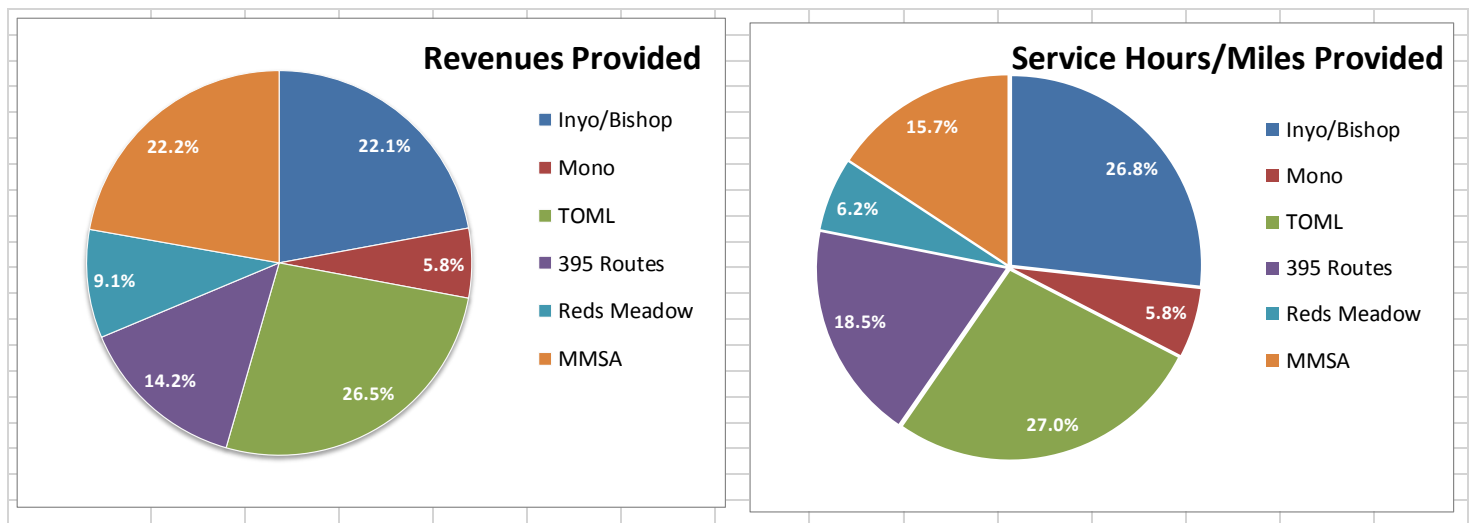
Service Miles FY17/18



Aggregate - Service Hours and Miles FY17/18



	ESTA Total	395 Rts	BALANCE	TOML	INYO/BISHOP	MONO	REDS/OTHER
Fares	897,900	254,000	643,900	26,700	153,200	31,000	433,000
Federal 5311(f)	226,560	226,560					
Inyo Match	86,370	86,370					
Mono Match	86,370	86,370					
Kern Regional Revenue	24,000	24,000					
LTF (excl 395 Rt match)	946,700		946,700	219,800	567,700	159,200	
STA	224,320		224,320	71,500	101,000	51,820	
5311 Apportionment	131,771		131,771	31,682	100,089		
5316 JARC	199,100		199,100	45,500	120,700	32,900	
TOML Contract Revenue	860,000		860,000	860,000			
MMSA Contract	1,056,000						1,056,000
Misc/Other	16,000			5,000	8,000	3,000	
TOTAL	4,755,091	677,300	3,005,791	1,260,182	1,050,689	277,920	1,489,000
		14.2%		26.5%	22.1%	5.8%	31.3%



FINANCIAL CONSIDERATIONS

The transit service detailed on the preceding pages are included in the ESTA FY 2017/18 budget and are consistent with the revenues included in the budget. The revenues and expenses for the routes that are approved to operate beyond June 30, 2018 will be included in the FY 2018/19 budget

RECOMMENDATION

The Board is requested to approve the Eastern Sierra Transit services planned to be operated through September 2018.

STAFF REPORT

Subject: Low Carbon Transit Operations Program FY 2017-18 Funds

Initiated by: John Helm, Executive Director

BACKGROUND:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total moneys received shall be expended on projects that will benefit disadvantaged communities.

This program is administered by Caltrans in coordination with Air Resource Board (ARB) and the State Controller's Office (SCO). The California Department of Transportation (Caltrans) is responsible to ensure that the statutory requirements of the program are met in terms of project eligibility, greenhouse gas reduction, disadvantaged community benefit, and other requirements of the law.

ANALYSIS/DISCUSSION:

Eastern Sierra Transit is requesting FY 2017-18 LCTOP funds from both the Inyo and Mono County LTCs to fund three projects: continued expansion of the Mammoth Express fixed route service, reduction of the 10-punch pass prices on the Mammoth Express and the purchase of one electric bus.

The expansion of the Mammoth Express route is a continuation from the prior year and would continue to provide an additional northbound run departing Bishop at 6:50am to permit passengers to arrive in Mammoth in time to work a Monday through Friday 8:00am to 5:00pm shift, and additional southbound run departing Mammoth at 7:00pm to permit passengers who work later shifts (beyond 5:00pm), or who wish to stay in Mammoth for the early evening hours for shopping, dining or socializing, to travel back to the communities of Crowley Lake, Tom’s Place or Bishop.

The fare reduction on multi-ride 10-Punch passes on the Mammoth Express routes would be available on all runs on the Mammoth Express route including: the north-bound 6:50am, 7:30am, 1:00pm and 6:10pm between Bishop and Mammoth Lakes; south-bound 7:50am, 2:05pm, 5:15pm and 7:00pm between Mammoth Lakes and Bishop. Under the pass price reduction program, the 10-ride pass price between Bishop and Mammoth Lakes is \$30 (from \$63), Tom’s Place to Mammoth Lakes is \$18 (from \$36), and Crowley Lake to Mammoth Lakes is \$15 (from \$27). These amount to approximate 50% reductions from the full-fare multi-ride pass price.

The third project is for the purchase of one electric paratransit van to be used in Bishop dial-a-ride service. The vehicle will be fully ADA accessible and carry up to 15 passengers. This project will utilize four years of LCTOP roll over funding, state vouchers & incentives, and State Transit Assistance (STA) or State of Good Repair (SGR) funds. The vehicle is anticipated to be purchased in 2021.

FINANCIAL CONSIDERATIONS:

The (LCTOP) provides formula funding for approved operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The allocation of funding from the State Controller’s office for the Eastern Sierra Region totals \$66,147.00. The Section 99314 funds allocated to Eastern Sierra Transit are based primarily on ridership and fares received during the previous fiscal year.

Mono County (99313)	\$ 16,824
Eastern Sierra Transit Authority (99314)	\$ 26,480
Inyo County (99313)	\$ 22,843
Total	\$ 66,147

PROJECT COSTS:

The proposed costs for each of the three projects are detailed below.

Expansion of the Mammoth Express Route

- Operating cost for additional fixed route service: \$40,320
 - Expected fare revenue: 1,550 annual passengers at an average fare of \$5.50 = \$8,525
 - Required funding
- | | | |
|--------------------|-----------|------------------------|
| LCTOP (Mono 99313) | \$ 16,824 | |
| LCTOP (ESTA 99314) | \$ 14,971 | → \$31,795 LCTOP Total |
| Fares | \$ 8,525 | |
| <hr/> | | |
| Total | \$ 40,320 | |

10-Punch Pass Price Reduction Mammoth Express Route

- Current Mammoth Express Ridership = 5,530
- Projected 25% increase = 1,383
- Total Projected Ridership = 6,913
- 80% of new passenger use 10-punch pass = 1,106
- 60% of existing passengers use 10-punch pass = 3,318
- Balance of passengers @ full fare (\$5.59 avg) = 2,489
- Current avg fare = \$5.59
- Projected avg fare = \$4.44
- Reduction from current avg fare = - \$1.15
- Total reduction in fares = -\$7,949

LCTOP (ESTA 99314)	\$ 7,949
<hr/>	
Total	\$ 7,949

Electric Vehicle

- Anticipated vehicle and infrastructure costs = \$225,000

\$3,560	17/18 99314 ESTA
\$22,843	17/18 99313 Inyo
\$29,040	18/19 LCTOP funding
\$31,940	19/20 LCTOP funding
\$35,130	20/21 LCTOP funding
\$50,000	Incentives/Vouchers
\$52,487	STA
\$225,000	TOTAL

RECOMMENDATION

It is recommended that the Board approve Resolution 2018-03 allocating \$66,147 of FY 2017-18 Low Carbon Transit Operations Program (LCTOP) funds for the expansion of Mammoth Express fixed route service, the continued reduction of pass prices on the Mammoth Express route, and the purchase of an electric vehicle, and to authorize the Eastern Sierra Transit Authority's Executive Director to complete and execute all documents for the Low Carbon Transit Operations Program submittal, allocation requests, and required reporting.

RESOLUTION 2018-03

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECTS:
EXPANSION OF THE MAMMOTH EXPRESS IN THE AMOUNT OF \$31,795.00
MAMMOTH EXPRESS PASS PRICE REDUCTION IN THE AMOUNT OF \$7,949.00
ELECTRIC VEHICLE IN THE AMOUNT OF \$26,403.00**

WHEREAS, the Eastern Sierra Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

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

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

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

WHEREAS, the Eastern Sierra Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Eastern Sierra Transit Authority, Executive Director

WHEREAS, the Eastern Sierra Transit Authority wishes to implement the following LCTOP projects listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Sierra Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Eastern Sierra Transit Authority, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Sierra Transit Authority that it hereby authorizes the submittal of the following project nominations and allocation request(s) to the Department:

FY 2017-18 LCTOP funds:

Project Name: Expansion of the Mammoth Express

Amount of LCTOP funds requested: \$31,795.00

Short description of project: Operation of the 6:50am Bishop to Mammoth and the 7:00pm Mammoth to Bishop runs of the Mammoth Express Route

Lead Agency: Eastern Sierra Transit Authority

Contributing Sponsors: Mono County Local Transportation Commission

Project Name: Reduce Pass Prices on the Mammoth Express

Amount of LCTOP funds requested: \$7,949.00

Short description of project: Reduce 10-ride pass prices on the Mammoth Express Route

Lead Agency: Eastern Sierra Transit Authority

Contributing Sponsors: Mono County Local Transportation Commission

Project Name: Electric Bus

Amount of LCTOP funds requested: \$26,403.00

Short description of project: Purchase of one electric paratransit vehicle

Lead Agency: Eastern Sierra Transit Authority

Contributing Sponsors: Inyo County Local Transportation Commission

Contributing Sponsors: Mono County Local Transportation Commission

APPROVED AND ADOPTED this 16th day of March, 2018, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kirk Stapp, Chairperson
Eastern Sierra Transit Authority Board of Directors

Attest: Karie Bentley
Secretary of the Board

By: _____