



ESTA BOARD AGENDA

Special Meeting

Friday, January 14, 2022 at 9:00am

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

The Agenda is available at www.estransit.com

Chairperson: Bill Sauser

Vice-Chairperson: Dan Totheroh

Board Members:

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

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

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

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, January 13th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Thursday, January 13th and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

HOW TO ATTEND THE ESTA BOARD MEETING:

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

<https://us02web.zoom.us/j/7608711901?pwd=VS9TeE4rU0NleWFCY0JTOVhzaIEyQT09>

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

Call to Order (Begin recording meeting)

Pledge of Allegiance

Roll Call

Bill 361 – Public Meetings

Background:

The Governors Executive Order 9-29-20 has expired. This Order allowed for Brown Act exceptions regarding virtual public meetings. AB 361 provides the opportunity for local governments to assess circumstances and continue meeting virtually if necessary.

Recommendation:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

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

*Check meeting attendees. Read emails and/or phone calls submitted.

A. Information Agenda

- A-1 Executive Director Report
 - Reporting on ESTA activities and performance
- A-2 Fincancial Report for 2021/22
- A-3 Ridership Report
- A-4 Vehicle Branding

B. Action Agenda

- B-1 Calstart Contract

C. Consent Agenda

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

- C-1 Approval of Regular Meeting Minutes of December 10, 2021
- C-2 5339(a) Bus Purchase Approval

D. Board Member Comments

E. Closed Session

- E-1 DISCUSSION/POSSIBLE ACTION. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores, Dawn Vidal, and John Vallejo. Bargaining Group; ESTA-ESTA Employee Association (EEA).

- E-2 Report on Closed Session as required by law.
 - Report on Item E-1

F. Adjournment

The next regularly scheduled meeting is February 4, 2022 at 11:00 am. Check ESTA website for details on attending the meeting.

STAFF REPORT

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

Administration

Dawn Vidal has accepted the position of Administration Manager, and recruitment for her previous position is underway. To aid Dawn's transition, consultant Kimberly Ann Turner was hired to provide grant management support. Ms. Turner worked for the FTA, Caltrans, and a public transit agency concerning grant management and conduct a grants management class for Pacific University. Her contract is through June 30, 2022, with options for a couple years.

Our annual third-party financial audit is coming to a close with no findings, and we expect a report to the Board in February.

Service

No service cuts have been taken; however, drivers are getting sick and forcing us to consider service cuts. We may go to ADA passengers only on the Mammoth Dial-a-Ride (DAR), a Yellow-Green combined route, or no tripper service on the Red Line. Bishop DAR would experience longer wait times.

December 18th in Mammoth ESTA carried 9,335 passengers! I believe this is a single day record for the Town system.

Bishop Airport

Airline passengers arriving at Bishop Airport have not presented any significant challenges for ESTA. We have established a loading zone and we added the airport stop to our express routes. Dial-a-ride service makes a few more trips to the airport than before, but we are not overwhelmed. I am told that the Denver connection is the busiest, followed by San Francisco and LA.

Community

ESTA is supporting Inyo County's efforts to hand out Covid test kits. Drivers are giving them to passengers that may be ill or in need of the test, and the Bishop office is providing test kits in response to calls received. The availability of the kits at ESTA is advertised on the radio and the county website.

Our Hero Pay and Vaccination program resulted in a new vaccination and many boosters. We did not make our goal of 90% vaccination status, but

vaccinated employees will receive \$400 for their continuing efforts in our community.

STAFF REPORT

Subject: Financial Report – FY 2021/22
Initiated by: Dawn Vidal, Administration Manager

The year-to-date roll-up and year end forecast for the 2021/22 fiscal year are included on the following pages. Reports are as of January 8, 2022.

Revenue is coming in as expected. Much of ESTA’s revenue is claimed on a reimbursement basis so it is normal to see low revenue amounts.

It is expected that 5232 Office & Other Equip <\$5,000 will be over budget due to unexpected purchases consisting in part of employee lockers and furniture.

It is expected that 5291 Office Space & Site Rental will be over budget. This is primarily due to the Bishop mobile office rent being more than anticipated. An analysis of current and future expenditures relating to this rental presented to the board at a future meeting.

We will be moving \$20,000 from 5901 Contingencies to Hero Pay Bonus Program that will hit the salary budget on the January 25, 2022 payroll.

5640 Structures & Improvements is \$455 over budget. These are items related to the Bishop Mobile Office. All items relating to the office were coded there upon the advice of the Inyo County Auditor’s office to keep them out of the operating budget. At least some of this will be re-classed before year end.

Gas was budgeted at \$4.50 per gallon and averaged \$4.02 per gallon in December, with a fiscal year average of \$3.85 per gallon (15% below budget).

Overall maintenance and fuel costs are low due to not yet having the invoices for Mammoth base expenses for September through December.

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

Financial information as of:

1/8/2022

% of Fiscal Year:

52%

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	1,802,209	913,158	889,051	51%	1,802,209	-	\$50,134 will fund Site Improvement in capital budget
4065	STATE TRANSIT ASST	338,363	32,649	305,714	10%	338,363	-	
4301	INTEREST FROM TREASURY	25,000	2,645	22,355	11%	25,000	-	
4498	STATE GRANTS	34,142	34,142	-	100%	34,142	-	LCOP paid in advance.
4499	STATE OTHER	76,449	9,044	67,405	12%	76,449	-	
4555	FEDERAL GRANTS	1,466,345	-	1,466,345	0%	1,466,345	-	
4599	OTHER AGENCIES	1,147,731	355,992	791,739	31%	1,147,731	-	\$69K of budget is Capital for Trolley
4747	INSURANCE PAYMENTS	-	-	-	-	-	-	
4819	SERVICES & FEES	1,861,192	905,701	955,491	49%	1,861,192	-	
4959	MISCELLANEOUS REVENUE	12,000	7,679	4,321	64%	12,000	-	
4999	PRIOR YEARS REIMBURSEMENTS	0	0	0	-	0	-	
	Revenue Total:	6,763,431	2,261,010	4,502,421	33%	6,763,431	-	

Operating Expenditure:		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,565,789	618,515	947,274	40%			
5003	OVERTIME	125,662	51,552	74,110	41%			
5005	HOLIDAY OVERTIME	124,726	51,657	73,069	41%			
5012	PART TIME EMPLOYEES	480,243	197,118	283,125	41%			
	Wages subtotal	2,296,420	918,842	1,377,578	40%	2,296,420	-	
5021	RETIREMENT & SOCIAL SECURITY	57,216	19,368	37,848	34%	57,216	-	
5022	PERS RETIREMENT	261,870	87,114	174,756	33%	261,870	-	
5025	RETIREE HEALTH BENEFITS	2,640	-	2,640	0%	2,640	-	
5031	MEDICAL INSURANCE	259,790	72,693	187,097	28%	259,790	-	Does not include Dec or Jan. or Dec.
5043	OTHER BENEFITS	37,999	13,029	24,970	34%	37,999	-	
5045	COMPENSATED ABSENCE EXPENSE	161,501	69,871	91,630	43%	161,501	-	
5046	OPEB EXPENSE	59,539	59,539	-	100%	59,539	-	Lump sum payment made.
5047	EMPLOYEE INCENTIVES	6,300	2,471	3,829	39%	6,300	-	
5111	CLOTHING	1,500	1,251	249	83%	1,500	-	
5152	WORKERS COMPENSATION	105,500	105,033	467	100%	105,500	-	Paid in advance.
5154	UNEMPLOYMENT INSURANCE	45,000	265	44,735	1%	45,000	-	
5158	INSURANCE PREMIUM	202,770	202,297	473	100%	202,770	-	Paid in advance.
5171	MAINTENANCE OF EQUIPMENT	789,673	208,413	581,260	26%	789,673	-	Haven't received bills for Sep-Dec for Mammoth Lakes
5173	MAINTENANCE OF EQUIPMENT-MA	18,400	4,362	14,038	24%	18,400	-	

		FY21/22			% of	Year End	YE Forecast	
Operating Expenditure:		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
5191	MAINTENANCE OF STRUCTURES	5,000	-	5,000	0%	5,000	-	
5211	MEMBERSHIPS	1,320	999	321	76%	1,320	-	
5232	OFFICE & OTHER EQUIP < \$5,000	16,015	14,726	1,289	92%	16,015	-	May go over budget. Unbudgeted purchases.
5238	OFFICE SUPPLIES	9,500	5,060	4,440	53%	9,500	-	
5253	ACCOUNTING & AUDITING SERVICE	49,750	16,950	32,800	34%	49,750	-	
5260	HEALTH - EMPLOYEE PHYSICALS	7,001	1,099	5,902	16%	7,001	-	
5263	ADVERTISING	43,202	21,714	21,488	50%	43,202	-	
5265	PROFESSIONAL & SPECIAL SERVICE	447,593	115,084	332,509	26%	447,593	-	
5291	OFFICE, SPACE & SITE RENTAL	208,297	113,984	94,313	55%	212,101	(3,804)	Bishop Admin office rent is more than budgeted. Reds permit was more than expected.
5311	GENERAL OPERATING EXPENSE	104,716	29,248	75,468	28%	104,716	-	
5326	LATE FEES & FINANCE CHARGES	300	115	185	38%	300	-	
5331	TRAVEL EXPENSE	16,499	4,708	11,791	29%	16,499	-	
5332	MILEAGE REIMBURSEMENT	32,355	5,361	26,994	17%	32,355	-	
5351	UTILITIES	68,204	14,421	53,783	21%	68,204	-	
5352	FUEL & OIL	686,902	173,027	513,875	25%	686,902	-	Haven't received bills for Sep-Dec for Mammoth Lakes
5539	OTHER AGENCY CONTRIBUTIONS	30,000	31,837	30,000	106%	31,837	(1,837)	\$31,873 contribution has been made to the Reds Road Fund. Note this is a transfer, rather than an actual report and does not show on the budget to actual report.
5901	CONTINGENCIES	100,000	-	100,000	0%	100,000	-	\$20,000 to be moved to Employee Salary for Hero Pay Program
Expenditure Total:		6,132,772	2,312,882	3,851,727	38%	6,138,413		

TRANSFERS		FY21/22			% of	Year End	YE Forecast	
Expenditure		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
5798	CAPITAL REPLACEMENT	185,780	-	185,780	-	185,780	-	
5801	OPERATING TRANSFERS OUT	319,511	-	319,511	-	319,511	-	Excess LTF for new building
Expenditure Total:		185,780	-	185,780	-	185,780	-	

NET TRANSFERS -

Projected Revenue less Projected Expenses: 625,018
Less Capital Trolley Match: 69,000
Less Capital Replacement Transfers: 185,780
Less Capital Structures & Improvements: 53,241
Operating Balance: 316,997

CAPITAL ACCOUNT Revenue		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4066	PTMISEA	92,000	-	92,000	0%	92,000	-	
4067	STATE TRANSIT ASST-CAPITAL	383,698	-	383,698	0%	383,698	-	Vehicle matching funds
4495	STATE GRANTS - CAPITAL	19,188	19,118	70	100%	19,188	-	LCTOP Electric Vehicle
4557	FEDERAL GRANTS - CAPITAL	1,376,575	-	1,376,575	0%	1,376,575	-	Vehicles(5310, 5339a)
4911	SALE OF FIXED ASSETS						-	

Capital Expenditures

5640	STRUCTURES & IMPROVEMENTS	50,136	53,241	(3,105)	106%	53,241	(3,105)	Bishop Admin Office Related, may be reclassified at a later date. Funded with operating revenue.
5650	EQUIPMENT	16,240	6,240	10,000	38%	16,240	-	Reds Radios & Electric Charger
5655	VEHICLES	2,074,119	-	2,074,119	0%	2,074,119	-	New Vehicles (5310, 5339(a))
	Expenditure Total:	2,140,495	59,480	2,081,015	3%	2,143,600	(3,105)	

Projected Capital Revenue Less Projected Expenses :	(272,139)
Plus Trolley Funding in Operating Revenue:	69,000
Plus Reds Radio Funding in Operating Revenue:	6,240
Plus Structures & Improvements in Operating Revenue:	50,136
Plus LCTOP fund balance for Electric Vehicle:	143,871
Capital Balance:	(2,892)

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 1/8/2022

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,802,209.00	913,158.38	0.00	889,050.62	50.66
4065	STATE TRANSIT ASST	338,363.00	32,649.00	0.00	305,714.00	9.64
4301	INTEREST FROM TREASURY	25,000.00	2,645.38	0.00	22,354.62	10.58
4498	STATE GRANTS	34,142.00	34,142.00	0.00	0.00	100.00
4499	STATE OTHER	76,449.00	9,044.34	0.00	67,404.66	11.83
4555	FEDERAL GRANTS	1,466,345.00	0.00	0.00	1,466,345.00	0.00
4599	OTHER AGENCIES	1,147,731.00	355,991.96	0.00	791,739.04	31.01
4819	SERVICES & FEES	1,861,192.00	905,700.89	0.00	955,491.11	48.66
4959	MISCELLANEOUS REVENUE	12,000.00	7,678.54	0.00	4,321.46	63.98
Revenue Total:		6,763,431.00	2,261,010.49	0.00	4,502,420.51	33.42
Expenditure						
5001	SALARIED EMPLOYEES	1,565,789.00	618,514.51	0.00	947,274.49	39.50
5003	OVERTIME	125,662.00	51,552.26	0.00	74,109.74	41.02
5005	HOLIDAY OVERTIME	124,726.00	51,656.77	0.00	73,069.23	41.41
5012	PART TIME EMPLOYEES	480,243.00	197,118.00	0.00	283,125.00	41.04
5021	RETIREMENT & SOCIAL SECURITY	57,216.00	19,368.36	0.00	37,847.64	33.85
5022	PERS RETIREMENT	261,870.00	87,114.40	0.00	174,755.60	33.26
5025	RETIREE HEALTH BENEFITS	2,640.00	0.00	0.00	2,640.00	0.00
5031	MEDICAL INSURANCE	259,790.00	72,693.07	0.00	187,096.93	27.98
5043	OTHER BENEFITS	37,999.00	13,029.02	0.00	24,969.98	34.28
5045	COMPENSATED ABSENCE EXPENSE	161,501.00	69,871.38	0.00	91,629.62	43.26
5046	OPEB EXPENSE	59,539.00	59,539.00	0.00	0.00	100.00
5047	EMPLOYEE INCENTIVES	6,300.00	2,471.13	0.00	3,828.87	39.22
5111	CLOTHING	1,500.00	1,250.78	0.00	249.22	83.38
5152	WORKERS COMPENSATION	105,500.00	105,033.00	0.00	467.00	99.55
5154	UNEMPLOYMENT INSURANCE	45,000.00	265.39	0.00	44,734.61	0.58
5158	INSURANCE PREMIUM	202,770.00	202,297.00	0.00	473.00	99.76
5171	MAINTENANCE OF EQUIPMENT	789,673.00	208,412.94	0.00	581,260.06	26.39
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	4,361.60	0.00	14,038.40	23.70
5191	MAINTENANCE OF STRUCTURES	5,000.00	0.00	0.00	5,000.00	0.00
5211	MEMBERSHIPS	1,320.00	999.00	0.00	321.00	75.68
5232	OFFICE & OTHER EQUIP < \$5,000	16,015.00	14,725.87	0.00	1,289.13	91.95
5238	OFFICE SUPPLIES	9,500.00	5,060.48	0.00	4,439.52	53.26
5253	ACCOUNTING & AUDITING SERVICE	49,750.00	16,950.00	0.00	32,800.00	34.07
5260	HEALTH - EMPLOYEE PHYSICALS	7,001.00	1,099.08	0.00	5,901.92	15.69
5263	ADVERTISING	43,202.00	21,714.25	0.00	21,487.75	50.26
5265	PROFESSIONAL & SPECIAL SERVICE	447,593.00	115,084.06	0.00	332,508.94	25.71
5291	OFFICE, SPACE & SITE RENTAL	208,297.00	113,983.75	0.00	94,313.25	54.72

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

Ledger: GL

As of 1/8/2022

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	104,716.00	29,248.24	0.00	75,467.76	27.93
5326	LATE FEES & FINANCE CHARGES	300.00	115.03	0.00	184.97	38.34
5331	TRAVEL EXPENSE	16,499.00	4,708.09	0.00	11,790.91	28.53
5332	MILEAGE REIMBURSEMENT	32,355.00	5,360.52	0.00	26,994.48	16.56
5351	UTILITIES	68,204.00	14,421.10	0.00	53,782.90	21.14
5352	FUEL & OIL	686,902.00	173,027.25	0.00	513,874.75	25.18
5539	OTHER AGENCY CONTRIBUTIONS	30,000.00	0.00	0.00	30,000.00	0.00
5901	CONTINGENCIES	100,000.00	0.00	0.00	100,000.00	0.00
	Expenditure Total:	<u>6,132,772.00</u>	<u>2,281,045.33</u>	<u>0.00</u>	<u>3,851,726.67</u>	<u>37.19</u>
NET OPERATING		<u>630,659.00</u>	<u>(20,034.84)</u>	<u>0.00</u>	<u>650,693.84</u>	
NON-OPERATING Revenue						
NET NON-OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT Revenue						
4066	PTMISEA	92,000.00	0.00	0.00	92,000.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	383,698.00	0.00	0.00	383,698.00	0.00
4495	STATE GRANTS - CAPITAL	19,188.00	19,118.00	0.00	70.00	99.63
4557	FEDERAL GRANTS - CAPITAL	1,376,575.00	0.00	0.00	1,376,575.00	0.00
	Revenue Total:	<u>1,871,461.00</u>	<u>19,118.00</u>	<u>0.00</u>	<u>1,852,343.00</u>	<u>1.02</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	50,136.00	53,240.51	0.00	(3,104.51)	106.19
5650	EQUIPMENT	16,240.00	6,239.86	0.00	10,000.14	38.42
5655	VEHICLES	2,074,119.00	0.00	0.00	2,074,119.00	0.00
	Expenditure Total:	<u>2,140,495.00</u>	<u>59,480.37</u>	<u>0.00</u>	<u>2,081,014.63</u>	<u>2.77</u>
NET CAPITAL ACCOUNT		<u>(269,034.00)</u>	<u>(40,362.37)</u>	<u>0.00</u>	<u>(228,671.63)</u>	
TRANSFERS Revenue						
4998	OPERATING TRANSFERS IN	319,511.00	0.00	0.00	319,511.00	0.00
	Revenue Total:	<u>319,511.00</u>	<u>0.00</u>	<u>0.00</u>	<u>319,511.00</u>	<u>0.00</u>
Expenditure						
5798	CAPITAL REPLACEMENT	185,780.00	0.00	0.00	185,780.00	0.00
5801	OPERATING TRANSFERS OUT	319,511.00	0.00	0.00	319,511.00	0.00
	Expenditure Total:	<u>505,291.00</u>	<u>0.00</u>	<u>0.00</u>	<u>505,291.00</u>	<u>0.00</u>
NET TRANSFERS		<u>319,511.00</u>	<u>0.00</u>	<u>0.00</u>	<u>319,511.00</u>	
153299 Total:		<u>175,845.00</u>	<u>(60,397.21)</u>	<u>0.00</u>	<u>236,242.21</u>	

**COUNTY OF INYO
UNDESIGNATED FUND BALANCES**

AS OF 06/30/2022

	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	3,698,724	2,190	49,823		47,119			3,703,618		3,703,618
1533 ESTA ACCUMULATED	1,525,820							1,525,820		1,525,820
1534 ESTA GENERAL RESERVE	535,168							535,168		535,168
1535 ESTA BUDGET STAB	214,065							214,065		214,065
1536 REDS MEADOW ROAD	144,737							144,737		144,737
6809 SRTP TRANSPORT PLAN	3,749					35,782		(32,033)		(32,033)
6820 NON-EMERGENCY TRAN REIM						8,049		(8,049)		(8,049)
6821 BISHOP YARD-ESTA	80					5,008		(4,928)		(4,928)
6822 LCTOP-ELECTRIC VEHICLE	163,058							163,058		163,058
6824 ESTA-LCTOP	25,479				108	985		24,386		24,386
6825 BISHOP ADMIN BUILDING	71,046							71,046		71,046
ESTA Totals	6,381,926	2,190	49,823		47,227	49,824		6,336,888		6,336,888
Grand Totals	6,381,926	2,190	49,823		47,227	49,824		6,336,888		6,336,888

STAFF REPORT

Subject: Ridership Report November 2021
Presented by: Phil Moores, Executive Director

Executive Summary

Unsurprisingly, overall ridership increased in November compared to last year. Compared to pre-Covid, ridership was 20% down, which is less “down” than previous months. For example, October was down 27%.

November Ridership Report					
Route	Pre-Covid April 2019	Covid 2020	Current 2021	Change Current vs. Last year	% Change Current vs Pre-Covid
BEN	44.00	6.00	2.00	-4	-95.45%
BISDAR	3,051.00	2,279.00	2,736.00	457	-10.32%
BPTCAR	10.00	12.00	4.00	-8	-60.00%
LANC	367.00	183.00	324.00	141	-11.72%
LP/BIS	231.00	162.00	172.00	10	-25.54%
LPDAR	311.00	336.00	332.00	-4	6.75%
MAMFR	14,112.00	8,974.00	12,028.00	3,054	-14.77%
MDAR	107.00	110.00	100.00	-10	-6.54%
MMSA	25,370.00	8,541.00	19,292.00	10,751	-23.96%
MXP	377.00	175.00	197.00	22	-47.75%
NRIDER	357.00	59.00	275.00	216	-22.97%
RENO	436.00	275.00	406.00	131	-6.88%
WLK	25.00	10.00	0.00	-10	-100.00%
Total	44,798	21,122	35,868	14,746	-20%

Route Key

Route	Route(s)
BEN	Benton
BISDAR	Bishop DAR
BISFR	Bishop Creek Shuttle
BPTCAR	Bridgeport to Carson
LANC	Bishop to Lancaster
LP/BIS	Lone Pine to Bishop
LPDAR	Lone Pine DAR
MAMFR	Summer(Purple, Town Trolley, Lakes Basin) Winter(Purple, evening and late night trolley)
MDAR	Mammoth DAR
MMSA	Summer(none), Winter(Red, Blue, Green, Yellow)
MXP	Mammoth Express
NRIDER	Night Rider
REDS	Reds Meadow
RENO	Bishop to Reno
WLK	Walker DAR

STAFF REPORT

Subject: Vehicle Branding
Presented by: Phil Moores, Executive Director

Background

Our current vehicle decals have been unchanged for many years. The “swish” we are all so familiar with is dated and in need of refreshing. Our buses are very visible on the roads and having a design that pops will help raise awareness and bring attention to our service. The buses and bus stops can be considered our store front. As with any business, first impressions can lead to perceptions about the business.

Discussion

We are currently purchasing ten buses to be delivered over the next 18 months. One will be our first fully electric vehicle, and this in particular should have a modern look. The timing to refresh the design is ideal. I suggest not redesigning the current fleet, but as we replace vehicles, we can dress them up with the new design. To keep continuity, we can use the same color scheme and logo.

We can have the designs available for Board review at the February or March meeting.

Fiscal Implications

The design itself will cost around \$1,000. New bus purchases already have a budget for decal applications. Some designs cost more than others, but I recommend we do nothing extravagant.

STAFF REPORT

Subject: Calstart Contract

Initiated by: Phil Moores, Executive Director, ESTA

BACKGROUND

Calstart is the non-profit that partnered with ESTA in the grant application funding ESTA's Fleet Electrification Feasibility Plan. We have received our Notice to Proceed on the project from Caltrans. The contract between ESTA and Calstart is attached.

FISCAL IMPLICATIONS:

ESTA was successful in our application and was awarded \$166,640 towards the \$188,230 project. The Sustainable Communities Grant requires an 11.47% match in cash contribution for approved planning projects. Eastern Sierra Transit will provide cash contributions for the matching funds which total \$21,590.

RECOMMENDATION:

Authorize the Executive Director to sign the contract with Calstart to conduct the planning for the Fleet Electrification Feasibility Plan.



PROFESSIONAL SERVICES AGREEMENT

EASTERN SIERRA TRANSIT AUTHORITY FLEET ELECTRIFICATION PLAN

January 14, 2022

**EASTERN SIERRA TRANSIT AUTHORITY
703B AIRPORT ROAD
BISHOP, CALIFORNIA 93514
760-872-1901
WWW.ESTRANSIT.COM**

AGREEMENT

This AGREEMENT is made and entered into this January 14, 2022, by and between the EASTERN SIERRA TRANSPORT AUTHORITY, hereinafter referred to as "ESTA" or the "AUTHORITY" and [CALSTART](#), hereinafter referred to as "CONSULTANT" or "CONTRACTOR."

TERMS OF AGREEMENT

1) SERVICES TO BE PERFORMED BY CONSULTANT

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

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities
Grant Fiscal Year	FY2021-22
Project Title	Eastern Sierra Transit Authority Electrification Feasibility Study
Organization (legal name)	Eastern Sierra Transit Authority

Introduction

Climate change threatens the livelihood of our communities. Transportation-related greenhouse gas (GHG) emissions are one of the main causes of climate change. Eastern Sierra Transit Authority recognizes the threat of climate change and aims to reduce greenhouse gas emissions by transitioning to a zero-emission fleet.

The Eastern Sierra Transit Authority is the local transit operator in the Eastern Sierra Mountain subregion. The region includes some of the nation's most prized natural wonders including Death Valley National Park and the lower 48 states' highest point, Mount Whitney. The Eastern Sierra Transit Authority serves several communities across a 400-range encompassing Los Angeles, Kern, Inyo, Mono and Washoe counties in California and Nevada. This agency is seeking funding to prepare a Transit Fleet Electrification Plan. This study intends to evaluate the feasibility of transitioning the fleet to zero emission buses, installing charging and/or hydrogen fueling infrastructure, energy requirements, and site requirements. The resulting Plan will guide Eastern Sierra Transit Authority toward acquiring electric vehicles and expanding charging infrastructure for a zero-emission public transportation network serving the region.

The Eastern Sierra Transit Authority recognizes the importance of electrifying their fleet. The region is striving to make the transition to electric vehicles with a methodical approach. This grant award would allow the agency to study the feasibility and best practices to make this transition.

Project Stakeholders

Eastern Sierra Transit Authority will be the lead agency for this project. CALSTART, a 501c.3 based in Pasadena, CA has been selected as the partner to assist Eastern Sierra with accomplishing its zero-emission bus transformational plan.

Overall Project Objectives

- Assessment of current conditions and risk assessment of moving to an electric fleet, including evaluating market conditions of electric vehicles and charging/refueling equipment.
- Build on existing transit electrification efforts.
- Identify current conditions of the fleet and feasibility of operating electric vehicles including evaluating current operational needs and costs versus operational needs and costs with an electric fleet.
- Stakeholder outreach with relevant agency departments and external partners including utilities, local governments, etc.
- Evaluate current market and determine vehicle options and charging/refueling options.
- Evaluate infrastructure needs and, if applicable, determine the best location for charging infrastructure.
- Identify opportunities for Eastern Sierra Transit Authority to share charging and/or fueling infrastructure with other transit agencies or fleets.
- Develop a timeline for bus replacement/purchases and infrastructure development.
- Identify routes to electrify in order of feasibility.
- Work with power supplier to identify infrastructure needs for supply.
- Work with fleet maintenance to understand training and equipment needs.
- Develop a funding plan/assessment.

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

Eastern Sierra Transit Authority will hold a kick-off meeting with Caltrans to review grant procedures, project expectations, invoicing, quarterly reporting, and all other relevant project information and objectives.

Task Deliverables
Kick-off meeting
Quarterly reports
Invoices
Final report

Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task 02: Consultant Procurement

Eastern Sierra Transit Authority will partner with the non-profit, technical consulting firm, CALSTART.

Task Deliverables
Execute contract with CALSTART
CALSTART is requested to attend the kick-off meeting from Task 01.

Task 1: Transit Fleet Electrification Study

Eastern Sierra Transit Authority has already begun a process toward electrification of their transit fleets. The CALSTART project team will compile a complete understanding of current plans and funding strategies to determine integrating these efforts with the feasibility study for 100% electrification of Eastern Sierra Transit Authority fleet.

CALSTART will collect and review all existing plans, maps, GIS data, and other resources necessary for documenting baseline operations and understanding future needs of each transit system. Items to collect and review include but are not limited to the following: transit plans, Regional Transportation Plans/Sustainable Communities Strategies, sustainability plans, energy plans, GHG reduction plans, Circulation Elements, transit maps, transit performance indicators, and more.

Once a thorough understanding of the system is achieved by the project team, they shall meet with Eastern Sierra Transit Authority to concur on foundational information. This will be summarized and formalized in a memo.

Task Deliverables
Report of existing conditions and foundational information
A summary report will be completed utilizing current plans, maps, GIS data, and additional resources.

Task 2: Vehicles, Charging Infrastructure and Site Analysis

CALSTART will develop a matrix to compare all available (and anticipated) vehicle options currently on the market that are relevant to Eastern Sierra Transit Authority. CALSTART will research vehicle size capacity, maximum speed, maximum travel distance, average charging time and charging capacity, purchase price, average lifetime, vehicle length,

purchase and lease options, and any other information deemed relevant to the Electrification Feasibility Study. Available vehicles will be compared with the current planned operations and tested for suitability. The project team will work with other regional partners to explore acquisition leverage and piggybacking on available regional or State contracts.

CALSTART will research and compare charging and hydrogen fueling site needs for each vehicle type and fleet size. Priority sites will be identified based on the route distances, charging capacity, and charging time for each vehicle. CALSTART will determine the number of charging and/or fueling stations needed and will begin exploring potential charging and fueling station site locations in coordination with the applicant. CALSTART will investigate the feasibility of on-site hydrogen production as well as delivered hydrogen. Ideal locations will require no cost of land acquisition for Eastern Sierra Transit Authority and will be located to reduce the overall necessary amount of infrastructure. In addition, CALSTART will coordinate with partner transit operators to identify potential for in-route charging. Sites will be put through a screening process to ensure appropriate energy availability, space requirements, potential for expansion, and adaptability. Existing and known sites will be evaluated for adaptability to accommodating an electric transit fleet. Funding from this feasibility study will assist in the layout concept and energy analysis.

If the Site Selection results determine land or right-of-way acquisition is necessary to implement the vehicle charging stations, the consultant will conduct a land acquisition analysis. A cost estimate for land acquisition will be developed based on average current land costs in the area.

CALSTART will research energy needs for the current and future transit fleet electrification plan. Route energy modeling will be performed, and route lengths will be compared against charging times and charging capacities and energy needs will be determined for each potential vehicle type. Select routes will be analyzed in detail to understand how the energy needs change based on variable parameters such as weather conditions and altitude, for example. CALSTART will visualize the total energy needs based on various charging configurations and develop load schedules for each of the sites. CALSTART will develop several charging scenarios to illustrate what the total energy needs are and how the energy needs change based on the time available for charging. This energy needs analysis will further inform the development of the charging schedules in Task 4.

The availability of power is a critical component of site location, fleet accommodation, and cost of charging infrastructure. Eastern Sierra Transit Authority will build off existing relationships with utility providers and current fleet electrification plans. Once new or existing potential sites are established or identified in Task 2, CALSTART will partner with the transit agency and utility providers to understand current availability of power to each site. Available energy will be analyzed against specific transit fleet needs and the project team will identify necessary improvements. All charging infrastructure upgrades will be conceptualized, charger locations on sites, line extensions, transformer upgrades, sub-station locations, and other comprehensive requirements. Concepts will be formalized and estimated for costs. In addition, CALSTART will explore a potential collaboration with other transit agencies or fleets within Eastern Sierra Transit Authority's service area, which may have existing or planned charging infrastructure. Furthermore, the project team will

work with the local utility provider to establish the most cost-effective charging program to utilize.

CALSTART will work with the local maintenance contractor to determine training needs. Cost to train and employ mechanics, fleet operators, and any change in administrative and maintenance costs will be researched and summarized, as well as any special certifications or special equipment needed. CALSTART will research vehicle storage needs and any other criteria relevant to determining up-front and continual vehicle maintenance costs.

Task Deliverables
<ul style="list-style-type: none"> • Summary of current vehicle options and specs • Summary of charging site evaluation • Summary of energy needs per vehicle/fleet • Utility provider coordination summary • Summary of maintenance, training and operations costs
<p>Power point and pdf presentations, energy demand per route to be conducted utilizing CALSTART's Electric Bus Corridor Modeling (EBCM) software, hold meetings (virtual or in-person) with local utility, and reporting document for training and costs.</p>

Task 3: Public Outreach

The project team will engage existing transit planning stakeholders in the process. Stakeholders will be engaged directly through interviews and invited to participate in community engagement meetings.

The project team will prepare a community engagement plan that reaches constituents within current and planned transit route coverage areas. The engagement plan will target current and future users and include all rider types and socio-economic backgrounds. This engagement effort will specifically seek input from low income and disadvantaged communities in the service area. Community engagement will take place during the implementation of the feasibility study.

The engagement plan will include methods for the community to provide feedback such as surveys, direct online comment forms, physical comment forms, disadvantaged community targeted mailers, and through email. The community will also have the opportunity to provide feedback when the project is presented to Councils, Commissions and Boards.

Task Deliverables
<ul style="list-style-type: none"> • Stakeholder list development and outreach • Host meetings (virtually or in-person) with stakeholders • Create meeting agendas • Take minutes and distribute minutes reports

Community engagement solicitation through phone calls, emails, and outreach through local organizations. Host meetings physically or utilize online platforms for virtual meetings. Agendas, minutes and minutes reporting to be handled utilizing pdfs.

Task 4: Implementation Plan Development

The project team will utilize existing transit fleet replacement plans as a foundation for adapting to an electric fleet. Based on the findings from the Vehicle Needs Analysis, CALSTART will develop a timeline for scheduled vehicle replacements and charging/refueling infrastructure. CALSTART will research vehicle lifetime and cost replacement estimates, as well as battery lifetime and replacement cost estimates. The schedule will include both the initial phase of transitioning from a traditional to an electric vehicle fleet and the long-term phase of vehicle replacement and upkeep. The Innovative Clean Transit Act and the required targets for zero emissions transition will be referenced in the Plan.

CALSTART will provide a conceptual design identifying needed infrastructure upgrades and the layout of the charging infrastructure for the bus yards. CALSTART will collect and prepare a table listing all associated costs due to the infrastructure upgrades per bus yard. Detailed information about service voltage and load schedules will be provided.

CALSTART will also analyze distributed energy resources (DERs) such as photovoltaic solar installations and battery storage solutions that can lessen charging costs. The region is unique in that there are potential geothermal energy opportunities, and while currently academic, the technology will be discussed. CALSTART will list and recommend future funding opportunities related to DERs that the agency might consider.

Charging station management software solutions that can mitigate energy costs and alleviate charging management challenges will be explored, and a charging schedule will be developed to identify the ideal daily charging window and charging management process.

Standard pricing, equipment pricing, and construction costs will be included in the estimate of investment required. A comprehensive overview of the current pricing and trends of electric vehicles and the associated infrastructure components such as charging stations, facilities and power infrastructure needs will be provided. The infrastructure need will be based on findings from the existing conditions analysis, vehicle needs analysis, charging and site needs analysis, and projection of charging/refueling stations needed. Ongoing costs will be estimated for operating and maintenance expenses, energy costs, and ongoing fleet replacement costs.

CALSTART will research infrastructure funding programs available through the Air Resources Board, Energy Commission and other resources, such as corporate investment companies. CALSTART will also prepare an analysis of current programs and funding opportunities available for local transit agencies. The analysis will include well known programs for all level of infrastructure needs such as capital purchase programs, incentive programs, collaborations, and energy supply and upgrades.

Task Deliverables
<ul style="list-style-type: none"> • Fleet replacement plan • Plan Infrastructure deployment • Prepare cost estimates • Develop funding strategy
<p>Fleet replacement report for Eastern Sierra Transit Authority to utilize. Infrastructure deployment timelines and related costs for equipment and possible upgrades. A funding strategy document will be delivered with associated links and contact information for each funding source.</p>

Task 5: Draft and Final Plan

CALSTART will develop a draft Transit Fleet Electrification Study for Eastern Sierra Transit Authority including but not limited to the following sections: Introduction, Summary of Public and Stakeholder Participation, Existing Conditions and Foundation Assessment, vehicle Needs Analysis, Charging Infrastructure Needs Analysis, Funding Plan, and Implementation Plan. The Study will summarize all components necessary for a successful fleet electrification and management plan and will provide a set of guidelines for setting and meeting electrification goals in the future.

CALSTART will organize a presentation and deliver copies of the draft Plan to Eastern Sierra Transit Authority during a regular public meeting where the public will be given the opportunity to provide feedback.

Any comments received from Eastern Sierra Transit Authority, or other interested parties will be reviewed thoroughly and implemented into the Final Study if applicable.

At the conclusion of the review and commentary period, CALSTART will prepare the Final Plan. CALSTART will prepare the requested number of hard copies of the Plan and will compile a digital library including all files created during the development of the Plan.

Task Deliverables
<ul style="list-style-type: none"> • Draft Study • Presentation to Eastern Sierra Transit Authority Management • Address Comments • Final Study
<p>Examples: Draft Plan, Public Review – list of comments, Final Plan that includes recommendations and considerations for future implementation, as well as a list of next steps in order to implement the plan with funding considerations and strategies.</p>

Task 6: Board Review/Approval

Upon completion of the Final Study, CALSTART will present the final plan for review and approval from Eastern Sierra Transit Authority’s Board Members. This study will seek approval and set Eastern Sierra Transit Authority on a path to zero-emission implementation to comply with the Innovative Clean Transit Rule within the mandatory timeline.

Task Deliverables
<ul style="list-style-type: none"><li data-bbox="253 226 691 254">• Final Study approval by board
<p>Copies, both hard and digital, of the study will be provided to the board prior to the meeting. Power point presentation will be conducted with a questions and answers portion. Revisions will be made if deemed necessary by the board.</p>

2) PROJECT TIMETABLE

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

Project Timetable

A. Presentations

A presentation of the Final Plan to the ESTA Board Members will be required. The meeting will occur at a to-be-determined date.

B. Delays

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

3) TERM OF AGREEMENT

The term of the Agreement shall be from January 14, 2022, to March 30, 2024, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

4) COMPENSATION AND METHOD OF PAYMENT

A. Cost Ceiling

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

Not to exceed \$188,230 (Includes \$166,640 in California State Highway Funds – Sustainable Communities Transit Funds)

In no instance shall ESTA be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

B. Compensation

1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget.
 - a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
 - b. Changes to staff must be approved by ESTA prior to beginning work on the project.
2. Consultant will not charge for travel, phone, copying or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated December 20, 2021 ("Project Budget/Rates of Compensation"), attached hereto and incorporated herein as Exhibit "A." Backup documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
 - a. Travel and subsistence (per diem) expenses of Consultant and Subcontractors claimed for reimbursement using funds administered through this agreement shall not exceed rates authorized to be paid to non-state employees under current State of California Department of Human Resources (Cal HR) rates or Caltrans Division of Accounting Travel Guide (www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm).
3. ESTA shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

C. Cost Principles

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

D. Indirect Cost Rate (ICR)

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

E. Retention

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

5) RECORD RETENTION/AUDITS

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

2. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
3. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of ESTA contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

6) TERMINATION FOR CONVENIENCE OF ESTA

ESTA may terminate the whole or any part of this Agreement for the convenience of ESTA and without cause at any time by giving a minimum of ten (10) days written notice to Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, collected data, and other materials shall, at the option of ESTA, become its property. If this Agreement is terminated by ESTA for convenience, Consultant shall be paid an amount for satisfactory services actually performed to the date of termination based upon an invoice provided by Consultant pursuant to Section 4 above.

7) TERMINATION OF AGREEMENT FOR CAUSE

- A. ESTA may, by written notice to Consultant, terminate the whole or any part of this Agreement for cause, including but not limited to any of the following:
 1. If Consultant fails to perform the services called for by this Agreement within the time(s) specified herein or any extension thereof; or

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

8) FORCE MAJEURE

Neither ESTA nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of ESTA or Consultant.

9) INTEREST OF OFFICIALS AND CONSULTANT

- A. No officer, member, or employee of ESTA, or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has, directly or indirectly, any interest, or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefits to arise herefrom.
 - C. Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ESTA's interest. Consultant shall immediately notify ESTA of any and all potential violations of this Section upon becoming aware of the potential violation.

10) COVENANT AGAINST CONTINGENT FEES

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

11) SUCCESSORS AND ASSIGNS

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

12) CONSULTANTS AND SUBCONTRACTORS

- A. Consultant shall not subcontract any portion of the work without the prior express written authorization of ESTA. If ESTA consents to a subcontract, Consultant shall be fully responsible for all work performed by the subcontractor.
 1. ESTA reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

2. Any contract or sub-contract shall require the Consultant and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments*.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit ESTA and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

13) INDEPENDENT CONTRACTOR

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

to compliance with social security and income tax withholding, workers’ compensation insurance, and all other regulations governing such matters.

14) INSURANCE

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

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

2. Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to ESTA, its directors, officers, employees, or agents.
 3. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to ESTA.
- C. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by ESTA.
- D. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to ESTA an original Certificate of Insurance on a standard ACORD form, or other form acceptable to ESTA, substantiating the required coverages and limits set forth above and also containing the following:
1. Thirty (30) days prior written notice to ESTA of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 2. The following statement with respect to the Commercial General Liability policy: "ESTA and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- E. Certified Copies of Policies: Upon request by ESTA, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- F. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude ESTA from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

15) DISPUTE: GOVERNING LAW AND FORUM

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of Mono County. This

Agreement shall be administered and interpreted under the laws of the State of California.

16) SPECIFICATIONS

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

17) PUBLICATIONS

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

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

18) HEADINGS

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

19) CONVICT LABOR

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

20) INDEMNIFICATION

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

21) OWNERSHIP OF DOCUMENTS; PERMISSION

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

22) NOTICES

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

Phil Moores, Executive Director
Eastern Sierra Transit Authority
703B Airport Road

Bishop, CA 93514
Phone: (760) 872-1901
E-mail: pmoores@estransit.com

Piero Stillitano, Chief Financial Officer
CALSTART, Inc.
48 S Chester Ave
Pasadena, CA 91106
Email: pstillitano@calstart.org

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

23) WAIVERS

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

24) LITIGATION

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

25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

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

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

- A. It is ESTA's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. ESTA does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. ESTA prohibits discrimination by its employees, contractors and consultants.
- B. Consultant assures ESTA that it complies with, and that Consultant will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate.
1. Consultant and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
 2. Consultant and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
 3. Consultant and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Consultant and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,

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

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

28) DRUG-FREE CERTIFICATION

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

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

29) UNION ORGANIZING

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

- A. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

- B. Consultant will not meet with employees or supervisors on ESTA or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

30) POLITICAL REFORM ACT COMPLIANCE

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

31) SEVERABILITY

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

32) INTEGRATION AND MODIFICATIONS

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

33) PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

34) ASSIGNMENT

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

35) COMPLIANCE WITH LAWS

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

36) CAMPAIGN CONTRIBUTION DISCLOSURE

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

37) AUTHORITY

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

38) COUNTERPARTS

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

39) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

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

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

40) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Consultant certifies, to the best of his or her knowledge or belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

41) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

- VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If project is funded with Federal Transit Assistance funds, Consultant shall comply with the "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in ESTA's OWP.

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

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

42) DISADVANTAGED BUSINESS ENTERPRISE (DBEs) PARTICIPATION

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

- A. Non-Discrimination: Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate. Each subcontract signed by Consultant in the performance of this Agreement must include this nondiscrimination clause.
- B. Prompt Progress Payments to DBE and Non-DBE Subcontractors: A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- C. Prompt Payment of Withheld Funds to Subcontractors: The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by ESTA. If ESTA makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall

- subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- D. Records: Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to ESTA.
- E. Termination of a DBE: In conformance with 49 CFR Section 26.53:
1. Consultant shall not terminate a listed DBE subcontractor unless Consultant has received prior written authorization from ESTA's Project Manager. ESTA's Project Manager will authorize termination only if the Project Manager determines that Consultant has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 2. Prior to requesting ESTA's authorization to terminate and/or substitute a DBE subcontractor, Consultant shall give notice in writing to the DBE subcontractor, with a copy to ESTA, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Consultant's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why ESTA should not approve the Consultant's action. ESTA may, in instances of public necessity, approve a response period shorter than five days.
 3. If a DBE subcontractor is terminated or fails to complete its work for any reason, Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- F. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Consultant in writing with the date of certification. Consultant shall then provide to the Project Manager of ESTA written documentation indicating the DBE's existing certification status.

- G. Noncompliance by Consultant. Consultant's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate.

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

43) NON-DISCRIMINATION CLAUSE

- A. In the performance of work undertaken pursuant to this agreement, Contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. Contractors and subcontractors shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ESTA shall comply, and ensure that its contractors and subcontractors shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.
- C. Contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- D. Contractors and subcontractors shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this agreement by this reference.
- E. Contractors and subcontractors will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section 44.

44) ESTA CONTRACT ADMINISTRATOR

Phil Moores, Executive Director

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

45) FINAL PRODUCT

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

46) CONTRACT CLOSEOUT

Consultant must complete all work, submit all copies of the final product, all deliverable(s) no later than March 30, 2024. Final invoice must be submitted to ESTA by April 30, 2024.

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

Eastern Sierra Transit Authority

Consultant

Phil Moores
Executive Director



Piero Stillitano
Chief Financial Officer

CALSTART, Inc.

Date: _____

Date: 01/06/2022

EXHIBIT A

Project Budget/Cost Proposal

Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*
01	Project Administration <i>(no more than 5% of total Grant Award)</i>	\$6,640	\$860	\$0	\$7,500
02	Consultant Procurement	\$0	\$0	\$0	\$0
1	Transit Fleet Electrification Study	\$10,000	\$1,296	\$0	\$11,296
2	Vehicles, Charging Infrastructure and Site Analysis	\$55,000	\$7,126	\$0	\$62,126
3	Public Outreach	\$15,000	\$1,943	\$0	\$16,943
4	Implementation Plan Development	\$45,000	\$5,830	\$0	\$50,830
5	Draft and Final Plan	\$30,000	\$3,887	\$0	\$33,887
6	Board Review/Approval	\$5,000	\$648	\$0	\$5,648
Totals		\$166,640	\$21,590	\$0	\$188,230

* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.
 Does your agency plan to request reimbursement for indirect costs? Yes No If yes, what is the estimated indirect cost rate? _____
 Does your agency plan to use the Tapered Match approach for invoicing purposes? Yes No

EXHIBIT B

INVOICING AND ALLOWABLE CHARGES

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

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

Authorized Signature for Consultant

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

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

Current Board Directors of the ESTA:

Kirk Stapp (Mammoth Lakes)
Jim Ellis, Chair (Bishop)
Jeff Griffiths (Inyo County)
Karen Schwartz (Bishop)

Bill Sauser, Vice-Chair (Mammoth Lakes)
Dan Totheroh (Inyo County)
Bob Gardner (Mono County)
Rhonda Duggan (Mono County)

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any ESTA Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?
___ YES **_X_** NO

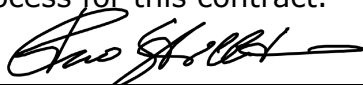
If yes, please identify the Director(s): _____

- 2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any ESTA Director(s) in the three months following the award of the contract?
___ YES **_X_** NO

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

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

01/06/2022
DATE


(SIGNATURE OF AUTHORIZED OFFICIAL)

Piero Stillitano, Chief Financial Officer
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

CALSTART, Inc
(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

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

directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

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

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

EXHIBIT D

DEBARMENT CERTIFICATION FORM

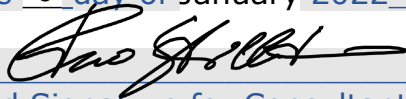
The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

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

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

Dated this 6 day of January 2022

By



Authorized Signature for Consultant

Piero Stillitano, Chief Financial Officer

Printed Name and Title

CALSTART, Inc.

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

Address

48 S Chester Ave
Pasadena, CA 91106

City/State/Zip Code

(626) 744-5608
pstilitano@calstart.org

Area Code/Telephone Number and E-Mail Address

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.

23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.

24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.

26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.

27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT F

**Prompt Payment Certification
Federal-Aid Projects**

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

Date of Payment to Consultant
ESTA

Prompt Payment Certification Due to
ESTA

Certification

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

Consultant/Prime Contractor

Project

Signature

Date

Printed Name

The following subcontractors have not been paid for reasons listed:

Name of Subcontractor	*Reason for Non-Payment
NA	

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

Return this form by mail or email to:
Phil Moores, Executive Director

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

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, December 10, 2021 Meeting

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:00 a.m. on Friday, December 10, 2021, via Zoom. The following members were present: Directors Bill Sauser, Dan Totheroh, Bob Gardner, Karen Schwartz, Jim Ellis, Jeff Griffiths and Rhonda Duggan. Director Kirk Stapp joined the meeting at 11:05.

Director Ellis led the Pledge of Allegiance.

Public Comment	None
Executive Directors Report	Mr. Moores reported on ESTA activities and performance.
Financial report FY 2021/22	Ms. Bentley presented Eastern Sierra Transit Authority's Preliminary Financial Report for FY 2020/21 as of December 1, 2021.
Ridership Report	Mr. Moores presented the Ridership Report for October, 2021.
Election of 2022 Chairperson and Vice-Chairperson	<p>Moved by Director Ellis to nominate Bill Sauser for 2022 Chairperson and seconded by Director Griffiths.</p> <p>Roll call vote taken</p> <p>Motion passed 7-0 with Director Gardner absent</p> <p>Moved by Director Sauser to nominate Director Totheroh for the 2022 Vice-Chairperson and seconded by Director Ellis.</p> <p>Roll call vote taken</p> <p>Motion passed 7-0 with Director Gardner absent</p>
Budget Amendment – Community Rides Bishop Dial-a-Ride Expansion	<p>Moved by Director Sauser and seconded by Director Duggan to authorize amending the FY 21-22 budget to increase estimated revenue in ESTA budget object code 4555 Federal Grants by \$25,500 and increase appropriations in the ESTA budget in object codes as follows:</p> <p>5001 Salaried Employees by \$15,000 5022 PERS Retirement by \$1,000 5031 Medical Insurance by \$1,000 5045 Compensated Absence Expense by \$1,500 5352 Fuel & Oil by \$2,000 5171 Maintenance of Equipment by \$2,000 5238 Office Supplies by \$1,000 5263 Advertising by \$1,000</p>

	<p>5265 Professional Services \$1,000</p> <p>Roll call vote taken.</p> <p>Motion carried 7-0 with Director Gardner absent.</p>
<p>Budget Amendment – Excess Inyo Local Transportation Funds</p>	<p>Moved by Director Totheroh and seconded by Director Ellis to authorize amending the FY 21-22 budget to increase estimated revenue in ESTA budget by a total of \$319,511 in 153202 Inyo and 153204 Bishop budgets, object code 4061 Local Transportation Tax, and approve a transfer of funds to 612507- Bishop Admin Building Fund in the amount of \$319,511.</p> <p>Roll call vote taken.</p> <p>Motion carried 7-0 with Director Gardner absent.</p>
<p>Budget Appropriation – Hero Pay and Vaccine Incentive Pay</p>	<p>Moved by Director Griffiths and seconded by Director Totheroh to authorize the Appropriation Change Request Form to move \$29,000 from 5901 Contingency to 5001 Salaried Employees and 5012 Part Time Employees for Hero and Vaccine Incentive Pay.</p> <p>Roll call vote taken.</p> <p>Motion carried 7-0 with Director Gardner absent.</p>
<p>Consent Agenda:</p> <p>Approval of Regular Meeting Minutes of November 12, 2021.</p> <p>Approval of Bill 361 – Virtual Public Meetings</p>	<p>Moved by Director Griffiths and seconded by Director Schwartz to approve the Consent Agenda Consisting of:</p> <p>Approval of Meeting Minutes of November 12, 2021. With correction on the date February 11, change to February 4th.</p> <p>Adopt findings pursuant to AB 361 that: A) the Board reconsider the circumstances of the existing State of Emergency issued on March 4, 2020, and in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.</p> <p>Roll call vote taken.</p> <p>Motion carried 7-0 with Director Gardner absent.</p>
<p>Board Member Comments</p>	<p>Director Griffiths said that ESTA has been a key part in getting his children back home again.</p> <p>Director Duggan attended the C-SAK convention last week. Caltrans is doing a study in how to shift revenues from the pending loss of funds for SB-1 and looking at a road usage fee. Duggan said you can</p>

	<p>imagine how that was received in rural areas. There is great concern for Rural transit agencies that drive long distances in less efficient vehicles. Duggan said they will be monitoring this closely and looking for feedback regarding this. This is something to be aware of. The conversion to electric vehicles and gas usage is so volatile here in this state.</p>
Closed Session	<p>Open Session was recessed at 11:37 am to convene in closed session to consider:</p> <p>DISCUSSION/POSSIBLE ACTION. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores and John Vallejo. Bargaining Group; ESTA- ESTA Employee Association (EEA)</p>
Report on closed session	<p>Closed session was recessed at 11:52 am. Director Sauser stated there was nothing to report from the closed session.</p>
Adjournment	<p>The Chairperson adjourned the meeting at 11:53 am</p> <p>The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for January 14, 2022 at 9:00 am. Check ESTA website for details on attending the meeting.</p>

Recorded & prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: Approval of Freightliner Bus Purchases

Initiated by: Phil Moores, Executive Director

BACKGROUND:

In December 2019, the Eastern Sierra Transit Authority's Board of Directors authorized submittal of an FTA 5339(a) application for grant funding under the Federal Transit Administration's Bus and Bus Facilities Infrastructure Investment Program for seventeen replacement vehicles.

In February 2020, ESTA was awarded \$1,189,429 for seven replacement vehicles as follows, one trolley, two 38' Freightliners and four 35' Freightliners. The contract was executed the end of September 2021 allowing the purchase of the vehicles.

ANALYSIS/DISCUSSION:

The buses in this purchase will serve every community in Inyo and Mono Counties. As they operate along Highway 395, they will carry passengers from Lancaster to Reno and make valuable connections to points beyond our region.

The new buses will reduce ESTA's rising maintenance costs and revitalize our aging fleet. Delivery of the buses is uncertain due to delays in the supply of chassis.

FINANCIAL CONSIDERATIONS

The purchase of the freightliners is included in the FY 2021/22 budget, 85% of the purchase amount will be reimbursed through 5339(a) grant funding with the balance funded with Mono Capital Restricted STA funds.

RECOMMENDATION

The Board is requested to approve the purchase of six vehicles described in the attachment below from Creative Bus Sales, funded with an FTA 5339(a) grant and with the balance funded with Mono Capital Restricted STA funds, to be ordered through the CalACT/MBTA purchasing cooperative in an amount up to \$1,189,429.

Vehicle List attached:



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980


CalACT RFP #20-01 - Class E - Quote Sheet

Vehicle Type:	Class E - Startrans Bus - (Senator HD)	Delivery:	90 to 120 Days After Chassis	
Contact:	Karie Bentley	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon	
Agency:	Eastern Sierra Transit Authority	Lift Location:	<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear	
Address:	P.O. Box 1357	Seat Material D-90:	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth	
City, State, Zip:	Bishop, CA 93515	Seat Color:	D-90 Gray	
Phone:	(760) 872-1901 ext. 15	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input checked="" type="checkbox"/> No	
Fax:	(760) 784-9566	Stripe Color:	N/A	
E-Mail:	kbentley@estransit.com	Salesperson:	Don White	
Quantity:	Description	Price	Ext. Price	ADA
1	Class E - (Startrans) - (Freightliner) - 38'	\$150,358.00	\$150,358.00	\$11,790.00
Published Options				
8	<Credit> - Seat Delete (Passenger Each)	-\$120.00	-\$960.00	
1	AM/FM/CD - (Per Spec)	\$0.00	\$0.00	
1	Braun NCL 1000 - (1,000lb Capacity Lift)	\$800.00	\$800.00	\$800.00
1	Dialight Interior LED	\$625.00	\$625.00	
1	Drivers Seat - National 2000 Air Suspension High Back w/Lumbar	\$0.00	\$0.00	
3	Freedman Foldaway Seat - (Double)	\$1,365.00	\$4,095.00	\$4,095.00
2	Freedman ICS Child Seat	\$1,545.00	\$3,090.00	
1	Hanover Electronic Signs - (Front / Side)	\$5,530.00	\$5,530.00	\$5,530.00
1	OnSpot Automatic Tire Chains	\$5,830.00	\$5,830.00	
1	Roof Vent - (Transpec Econa)	\$285.00	\$285.00	
1	Spare Tire - (Loose, Full Size, To Match OEM Chassis)	\$0.00	\$0.00	
1	Sportworks Bike Rack - (Black 2-Bike / Fat Tire)	\$2,520.00	\$2,520.00	
33	USB Charging Port - (Per Seat - Mounted Under Seat)	\$75.00	\$2,325.00	
Non-Published Options				

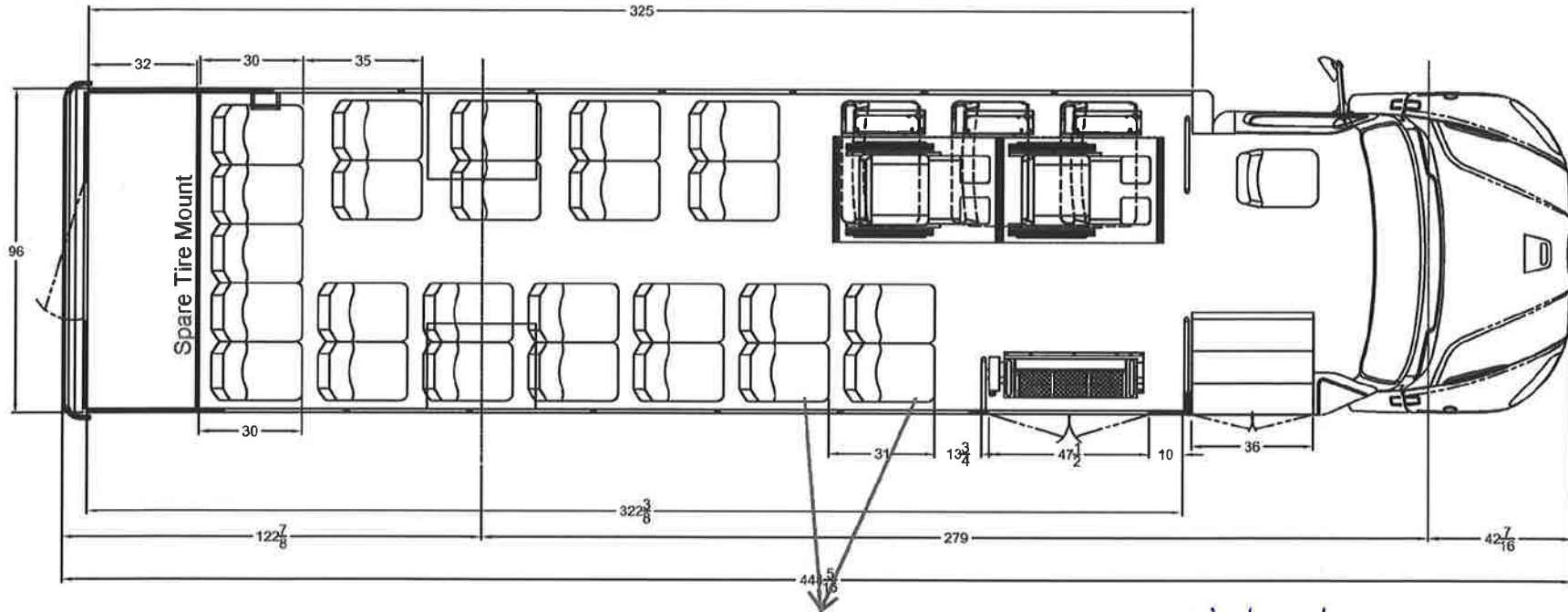
1	Luggage Bin - Overhead (Preoria / Free Blow w/Reading Lights)	\$3,750.00	\$3,750.00	
1	Luggage - Dedicated Rear Luggage Compt. w/Locking Door and Alarm	\$1,078.00	\$1,078.00	
1	Mount Spare Tire in Luggage Compartment	\$265.00	\$265.00	
2	Gel Cell Batteries	\$325.00	\$650.00	
27	Freedman - Upgrade to High Back Seats	\$35.00	\$805.00	
1	Heated Wiper Blades	\$250.00	\$250.00	
1	Graphics Allowance (ESTA Graphics)	\$2,250.00	\$2,250.00	
1	Apollo Surveillance System - 5 Camera (Left/Right/Front/Rear) 360 Interior	\$8,250.00	\$8,250.00	
1	Upgraded - Rear Air Suspension System with Air Brakes	\$2,293.00	\$2,293.00	
		Class E - Base Price	\$150,358.00	
		Published Options	\$24,140.00	
		Non-Published Options	\$19,591.00	
		Doc Prep Fee	\$85.00	
		Local Delivery	\$880.00	Zone 3
		Total	\$195,054.00	\$22,215.00
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options		Non-Taxable	\$22,215.00	
		Taxable Amount	\$172,839.00	
		Tax Total	\$13,395.02	7.750%
		Sub-Total	\$208,449.02	
		CalACT Fee	\$2,925.81	
		DMV E-File Fee:	\$30.00	
		DMV Fee	\$0.00	
		Tire Fee	\$12.25	
		Total	\$211,417.08	
		Number of Units	2	
		Final Total	\$422,834.17	

Don White
Creative Bus Sales, Inc.
11/16/2021



Inyo ▼
Phil Moores
ESTA
11/29/21


35' Freightliner Floorplan



Don White
Creative Bus Sales, Inc.
11/16/2021

[Signature]

Integrated Child Seats

Phil Moores
ESTA
11/29/21

[Signature]

NOTE: SHOWN WITH MID HI FREEDMAN SEATS
PRESIDENT PS2 FREIGHTLINER CHASSIS 98" WIDE
25,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

SCALE
IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARTRANS BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARTRANS BUS, A DIVISION OF FOREST RIVER.

REV. LET	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED

WOOD ± 1/8"
OTHER ± 1/16"
± 1° ± 1/2°

STARTRANS a division of Forest River, Inc.

DATE: 01/26/17 TITLE: 25 PASS 2 WC 27 1/2" WB 325" BDY
NAME: JPC 31 Passengers
DWG. No. 25 PASS 2 WC 2 DBL FOLDS 32 R LUGG 279 325-1 USA



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

CalACT RFP #20-01 - Class E - Quote Sheet

Vehicle Type:	Class E - Startrans Bus - (Senator HD)	Delivery:	90 to 120 Days After Chassis	
Contact:	Karie Bentley	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon	
Agency:	Eastern Sierra Transit Authority	Lift Location:	<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear	
Address:	P.O. Box 1357	Seat Material D-90:	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth	
City, State, Zip:	Bishop, CA 93515	Seat Color:	D-90 Gray	
Phone:	(760) 872-1901 ext. 15	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input checked="" type="checkbox"/> No	
Fax:	(760) 784-9566	Stripe Color:	N/A	
E-Mail:	kbentley@estransit.com	Salesperson:	Don White	
Quantity:	Description	Price	Ext. Price	ADA
1	Class E - (Startrans) - (Freightliner) - 35'	\$147,800.00	\$147,800.00	\$11,790.00
Published Options				
8	<Credit> - Seat Delete (Passenger Each)	-\$120.00	-\$960.00	
1	AM/FM/CD - (Per Spec)	\$0.00	\$0.00	
1	Braun NCL 1000 - (1,000lb Capacity Lift)	\$800.00	\$800.00	\$800.00
1	Dialight Interior LED	\$625.00	\$625.00	
1	Drivers Seat - National 2000 Air Suspension High Back w/Lumbar	\$0.00	\$0.00	
3	Freedman Foldaway Seat - (Double)	\$1,365.00	\$4,095.00	\$4,095.00
2	Freedman ICS Child Seat	\$1,545.00	\$3,090.00	
1	Hanover Electronic Signs - (Front / Side)	\$5,530.00	\$5,530.00	\$5,530.00
1	OnSpot Automatic Tire Chains	\$5,830.00	\$5,830.00	
1	Roof Vent - (Transpec Econo)	\$285.00	\$285.00	
1	Spare Tire - (Loose, Full Size, To Match OEM Chassis)	\$0.00	\$0.00	
1	Sportsworks Bike Rack - (Black 2-Bike / Fat Tire)	\$2,520.00	\$2,520.00	
31	USB Charging Port - (Per Seat - Mounted Under Seat)	\$75.00	\$2,325.00	
Non-Published Options				

1	Luggage Bin - Overhead (Preoria / Free Blow w/Reading Lights)	\$3,750.00	\$3,750.00	
1	Luggage - Dedicated Rear Luggage Compt. w/Locking Door and Alarm	\$1,078.00	\$1,078.00	
1	Mount Spare Tire in Luggage Compartment	\$265.00	\$265.00	
2	Gel Cell Batteries	\$325.00	\$650.00	
23	Freedman - Upgrade to High Back Seats	\$35.00	\$805.00	
1	Heated Wiper Blades	\$250.00	\$250.00	
1	Graphics Allowance (ESTA Graphics)	\$2,250.00	\$2,250.00	
1	Apollo Surveillance System - 5 Camera (Left/Right/Front/Rear) 360 Interior	\$8,250.00	\$8,250.00	
1	Upgraded - Rear Air Suspension System with Air Brakes	\$2,293.00	\$2,350.00	
		Class E - Base Price	\$147,800.00	
		Published Options	\$24,140.00	
		Non-Published Options	\$19,648.00	
		Doc Prep Fee	\$85.00	
		Local Delivery	\$880.00	Zone 3
		Total	\$192,553.00	\$22,215.00
The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options		Non-Taxable	\$22,215.00	
		Taxable Amount	\$170,338.00	
		Tax Total	\$13,201.20	7.750%
		Sub-Total	\$205,754.20	
		CalACT Fee	\$2,888.30	
		DMV E-File Fee:	\$30.00	
		DMV Fee	\$0.00	
		Tire Fee	\$12.25	
		Total	\$208,684.74	
		Number of Units	4	
		Final Total	\$834,738.96	

Don White
Creative Bus Sales, Inc.
11/16/2021



Inyo ▼
Phil Moores
ESTA
11/29/21

