The next meeting of the Board of Directors of the Gunnison Valley Transportation Authority (RTA) will be:

June 8, 2018 at 8:00 a.m.
in Commissioners’ Room in the
Gunnison County Courthouse
200 E. Virginia Ave., Gunnison, CO.

For copies of the agenda and minutes of previous meetings, please go to www.gunnisonvalleyrta.com/meetings.
Two or more County Commissioners may be in attendance at this meeting.

Also, three or more RTA Board Members may attend the monthly Mayor/Manager meetings which are held at noon on the first Thursday of each month – call Scott Truex at 970-275-0111 for the next meeting location.
AGENDA – JUNE 8, 2018
GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY COURTHOUSE
COUNTY COMMISSIONERS’ ROOM – 8:00 A.M.

8:00 A. INTRODUCTION

CONSENT AGENDA – motion & decision requested
B. ADOPTION OF THE AGENDA
C. APPROVAL OF THE MAY 4, 2018 MINUTES
D. EXECUTIVE DIRECTOR’S FINANCIAL REPORT
E. CORRESPONDENCE
F. OLD BUSINESS
   1) Air program reports
   2) Bus program reports

REGULAR AGENDA

8:05 F. OLD BUSINESS - continued
   1) Airport update – Rick Lamport
   2) Tourism Association report – John Norton
   3) Bus service update – Scott Truex & Kevin Walters
   4) License Agreement with City of Gunnison for use of City property for bus stops – Authorization for Executive Director to sign Agreement – Scott Truex – motion and decision requested
   5) Tall Texan / Riverwalk & Ohio Creek bus stop construction projects update – Scott Truex & Anthony Poponi
   6) Air Command report – Scott Truex and David Clayton
   7) 2017-18 winter air service update and discussion – Kent Myers
   8) 2018 summer air service update and discussion – Kent Myers
   9) 2018-19 winter air service negotiations – update – Kent Myers

8:45 G. NEW BUSINESS
   1) Authorization of Board Chair to enter into a contract with United Airlines for service to Houston during the winter 2018-19 season – Scott Truex and Kent Myers – motion and decision requested.
   2) Authorization of Board Chair to enter into a contract with American Airlines for service to Dallas during the winter 2018-19 season – Scott Truex and Kent Myers – motion and decision requested.
   3) Board approval of fall and winter bus schedules – Scott Truex – motion and decision requested.
   4) Approval of bus window art for the Center for the Arts (per bus window advertising policy) – Scott Truex – motion and decision requested.
5) Discussion regarding possible land purchase with Mt. Express at Whetstone Industrial Park – Scott Truex – possible motion and decision requested.


7) Discussion regarding IGA with Mountain Express for joint ownership of land and use of land at Whetstone Industrial Park – Scott Truex – possible motion and decision requested.

8) Authorization of revised contract with AEX, Inc dba Alpine Express for transportation services – Scott Truex – motion and decision requested.

9) Discussion regarding bus design and logo for new buses – Scott Truex and John Messner

9:50 H. COMMENTS FROM BOARD MEMBERS & STAFF

9:55 I. PUBLIC COMMENT PERIOD

10:00 J. ADJOURNMENT

Next Meeting – August 10, 2018 at 8:00 a.m. in the Crested Butte Town Offices.

All times are approximate – the meeting may move more quickly or more slowly than indicated.
AGENDA – MAY 4, 2018
GUNNISON VALLEY TRANSPORTATION AUTHORITY
GUNNISON COUNTY COURTHOUSE
SECOND FLOOR SOUTH-EAST TRAINING ROOM – 8:00 A.M.

A. INTRODUCTION
The meeting was called to order at 8:03am by Chairperson John Messner.

Ken Lodovico was introduced as the newest member of the RTA board representing the Town of Mt. Crested Butte and introductions were made around the room.

Board and Staff Present: John Messner, Jonathan Houck, Jim Miles, Leia Morrison, Ken Lodovico, Janet Farmer, Kent Cowherd and contractors and consultants Scott Truex, Anthony Poponi and Kent Myers. Jonathan Houck departed the meeting at 8:55am.

Board Members Absent: Chris Haver

Also Present were members of the Air Command, Gunnison-Crested Butte Tourism Association, Town of Mt. Crested Butte, Alpine Express, Gunnison-Crested Butte Regional Airport, Crested Butte News and the public.

CONSENT AGENDA
B. ADOPTION OF THE AGENDA
C. APPROVAL OF THE MARCH 9, 2018 MINUTES
D. EXECUTIVE DIRECTOR’S FINANCIAL REPORT
E. CORRESPONDENCE – Email from David Leinsdorf
F. OLD BUSINESS
  1) Air program reports
  2) Bus program reports
G. NEW BUSINESS
  1) Ratification of Letter to Colorado Representatives re Senate Bill 18-001

Janet Farmer moved to approve the consent agenda as presented. Leia Morrison seconded the motion which passed unanimously.

REGULAR AGENDA
OLD BUSINESS – continued
  2) Airport update – Rick Lamport

Chris Flynn provided the update with Rick Lamport not being present during the meeting. The general aviation side of airport operations hasn’t seen a dramatic decline in activity even with a slower than normal snow year. Sikorsky helicopters will be on site for training this summer with 68 people coming to the valley for this effort and they are using local lodging and other services for parts of June, July and August.

3) Tourism Association report – John Norton
John Norton was not present and Jeff Moffett gave a brief update. The TA is giving the County Commissioners an update on Tuesday, May 9th.

4) Bus Service update – Scott Truex & Kevin Walters

The stop on Colorado St. has been officially moved to Teller St. The City of Gunnison put in concrete sidewalks and moved the trash can and bench.

A change to the differential gearing was made on the compressed natural gas bus and the transmission was reprogrammed and now moves into 6th gear at higher speeds and climbs better.

The stop in the Town of Crested Butte will be moved temporarily to the tennis courts while repaving is done in the town along Gothic Road.

Alpine Express is taking over the Gunnison to Denver route effective around July 1st. John Messner asked if there’s a possibility of adding a second trip to Denver. Scott Truex indicated they will be discussing the Denver to Gunnison service with the CDOT representative of Bustang program later today. Scott will also be exploring extending the service to Crested Butte instead of terminating in Gunnison.

David Leinsdorf asked about upgrades to the Denver Avenue bus stop which was in disrepair upon his last visit. Scott indicated the stop has recently been maintained and the glass replaced.

The Town of Crested Butte has offered to donate a shelter which could be used at the Highway 135 stop or Teller St. Scott will follow up on this offer.

5) Air Command report – Scott Truex and David Clayton

Items for this agenda item are included later in this meeting’s agenda.

6) 2017-18 Winter Air Service update and discussion – Kent Myers

Kent expects we will pay the full cap this year though final numbers are still forthcoming.

We carried a similar number of people this year as last year and in previous years.

7) 2018 Summer Air Service update and discussion – Kent Myers

Summer is pacing well compared to last year event though we have more seats available through Houston this year.

We changed from a 50 seat aircraft to Houston most days though on some flights we have a 76 seat plane on days with higher demand.
Kent does have spring booking reports but they're hard to utilize since there was no spring air service over the past two years.

8) 2018-19 Winter Air Service negotiations – update – Kent Myers

Daily flights from Denver are loaded and available for booking through March 30th. A second flight is also loaded though the entire winter. A third Saturday flight is still being discussed.

The Houston schedule has non-stop flights from December 20th to January 6th and Sat/Sun flights from Feb 16th to Mar 30th.

The Dallas schedule has non-stop flights from December 19th to April 1st with additional daily flight from December 19th to January 7th.

No contracts or pricing are in place as of now though flights are loaded through most of the winter. We hope to have the cap numbers by the middle of May.

The group discussed the strategy going into 2017-2018 and how the discontinuation of flights to Los Angeles and Chicago affected load factors in other markets.

9) Tall Texan/Riverwalk bus stop construction project update – Scott Truex & Anthony Poponi

Riverwalk Estates portion of the project is potentially going to start on May 7th. Construction staking for our portion of the project will hopefully start on May 9th. We’re hoping the project will be completed by the end of May.

John Messner suggested signage at the Tall Texan stop to ensure the bus pullout is not used for parking.

G. NEW BUSINESS

3) Resolution Number One, Series 2018 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY APPROVING THE GUNNISON VALLEY TRANSPORTATION AUTHORITY TITLE VI PLAN, PUBLIC NOTICE OF RIGHTS / COMPLAINTS PROCESS, LIMITED ENGLISH PROFICIENCY PLAN, PUBLIC PARTICIPATION PLAN, AND POLICIES AND PROCEDURES FOR THE USE OF GUNNISON VALLEY RTA PUBLIC TRANSPORTATION

The RTA updates the plan every 2-3 years. CDOT will be doing a site visit in the next summer and will review this plan. A revised plan was included in the meeting packet for review. Leia Morrison moved to approve Resolution Number One, series 2018. The motion was seconded by Jonathan Houck and approved unanimously.

4) Rescinding of GVRTA Deviated Fixed Route Policy
Scott Truex reported that the service the RTA provides falls under “Commuter Bus” and therefore is not technically a “Deviated Fixed Route” service. He recommended that since the board had just passed the new policies and procedures on the previous agenda item that the Deviated Fixed Route policy be rescinded since it is no longer needed or referenced in the policies.

Janet Farmer moved to rescind the GVRTA Deviated Fixed Route Policy. The motion was seconded by Leia Morrison and was approved unanimously.

5) Adopt revised Gunnison Valley Air Service Strategic Plan

David Clayton walked through the changes to the plan brought forward during the last Air Command meeting as shown in the redlined version of the document in the meeting packet.

Janet Farmer moved to adopt the revised Gunnison Valley Air Service Strategic Plan. Ken Lodovico seconded the motion which approved unanimously.

6) Award contract for Engineering Services for Bus Pullouts at Intersection of Hwy 135 and Ohio Creek Bus Road

Scott gave an overview of the bidding process and pricing. Scott, Anthony and Kathy Fogo met with Ron Nies and Jerry Burgess of SGM to talk through the project. After getting a better feel for the scale of the project SGM was able to reduce their pricing for this project.

Scott will give an update in the next meeting packet on our projected impact upon of this project on the five-year capital plan.

Leia Morrison moved to authorize the board chair with SGM Consulting to contract and manage the construction of the Ohio Creek bus stops with a not to exceed amount of $36,400. The motion was seconded by Janet Farmer and approved unanimously.

7) Execution of Intergovernmental Agreement with the City of Gunnison for use of bus stops in the City right of way

Scott provided a copy of the IGA in the meeting packet. Leia Morrison moved to approve the agreement as presented. Jonathan Houck seconded the motion. Discussion ensued.

Leia Morrison asked questions about liability if someone is hurt in a shelter. The RTA has previously been covered by Alpine Express in the past as additionally insured and now the City of Gunnison has been covered as an additional insured on Alpine Express’ policy.

After discussion, the motion passed unanimously.

8) Amendment of contract dated March 1, 2017 with Humore.us, LLC for services of Anthony Poponi
Janet Farmer moved to approve the amendment of the contract dated March 1, 2017 with Humore.us, LLC for services of Anthony Poponi. Leia Morrison seconded the motion which passed unanimously.

9) Prioritization of Capital Projects for CDOT Statewide Transportation Plan

Scott have an update on the planning process. There has been a discussion of additional capital funds available from CDOT. CDOT would like a prioritized list of capital projects from groups like ours. Scott put forward four projects for consideration in the meeting packet. There is a 50% match required for these funds. The projects submitted were:

- Construction of a transit center and parking facility in Gunnison - $2.5M
- Construction of a bus storage facility in the north end of the valley - $2.5M
- Construction of a new maintenance/storage facility in Gunnison - $4M
- Upgrading of bus stops - $1.2M

The group discussed the list and prioritization of the projects being put forth. The final project was changed to upgrading of existing stops and new bus stops. Leia Morrison moved to approve the projects provided in the packet with the amendment to the language for the final project to “Upgrading of existing bus stops and construction of new stops.” The motion was seconded by Janet Farmer and approved unanimously.

10) FTA Section 5311 Operating Grant application to CDOT – discussion and public input

The process was opened to the public for comment. No comments were made on the project.

11) FTA Section 5339 Grant Award and State of Colorado SB-228 Grant award – Authorization of Board Chair to sign contracts with CDOT to accept grant awards.

The CDOT award of two buses affects the capital plan adopted by the RTA board.

Leia Morrison moved to authorize the Board chair to accept the two grants awarded to the Gunnison Valley RTA. Ken Lodovico seconded the motion which was approved unanimously.

H. COMMENTS FROM BOARD MEMBERS & STAFF
No comments were submitted.

I. PUBLIC COMMENT PERIOD – No comments from the public were submitted.
J. ADJOURNMENT - The meeting was adjourned at 09:11am.

These minutes are the final version approved by the Board of Directors of the Gunnison Valley Transportation Authority at its meeting on May 4, 2018.

Leia Morrison, Secretary
### Gunnison Valley Transportation Authority

#### Sales Tax Revenues

<table>
<thead>
<tr>
<th>Month</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Budget 2018</th>
<th>Actual 2018</th>
<th>% vs Budget 17-18</th>
<th>% Change 17-18</th>
<th>Projected 2018</th>
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<tr>
<td>Jan</td>
<td>$70,792</td>
<td>$86,629</td>
<td>$99,543</td>
<td>$197,119</td>
<td>$220,517</td>
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<td>$249,593.49</td>
<td>14.8%</td>
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<td>$98,450</td>
<td>$195,301</td>
<td>$222,298</td>
<td>$224,244.63</td>
<td>$240,355.70</td>
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<td>Mar</td>
<td>$98,339</td>
<td>$112,538</td>
<td>$129,339</td>
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<td>$274,272</td>
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<td>Apr</td>
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<td>$152,226</td>
<td>$162,650</td>
<td>$318,763</td>
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<td>May</td>
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<td>$126,650</td>
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<td>$74,266</td>
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<td>$179,732</td>
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<td>Nov</td>
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<td>$121,801</td>
<td>$131,597</td>
<td>$275,816</td>
<td>$294,183</td>
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<td>Year-to-date</td>
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<td>Full Year</td>
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<td>$1,237,176</td>
<td>$1,362,176</td>
<td>$2,913,187</td>
<td>$3,141,230</td>
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<td>$3,181,546</td>
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<td>$3,181,546</td>
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#### Gunnison Valley Transportation Authority - General Fund

##### Financial Report - March, 2018

<table>
<thead>
<tr>
<th>YTD Actual</th>
<th>Adopted Budget</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>$932,266</td>
<td>$906,435</td>
<td>$23,831</td>
<td>$952,266</td>
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</table>

**Revenues:**

- **Sales Tax**: $758,304.26
- **Sales Tax - Clerk**: $4,489.15
- **Interest Charges**: $123.65
- **Other Fines**: $491.75
- **Earnings on Investments**: $(3,220.08)
- **5311 AFTA 5311 Admin. & Operating Grant**: $192,720

**Total Revenues**: $760,188.75

**Transfers:**

- To Capital Fund: $0
- To Air Command Fund: $0
- To Senior Transportation Fund: $0

**Total Transfers**: $0

**Expenditures:**

- **Postage**: $0
- **Photocopies**: $18.27
- **Equipment Under $4,000**: $0
- **Travel - Transportation**: $305.50
- **Travel - Meals**: $569.12
- **Travel - Lodging**: $84.97
- **Legal Services**: $2,488.34
- **Contracted Temporary Help - Marcy & RAE**: $0
- **Contracted Svcs - GPS, Phoenix, Consultants**: $8,625.53
- **Management Services - TMS**: $23,333.33
- **Professional Services - Airplanners**: $21,374.67
- **Meetings - Registrations**: $0
- **State Fees**: $947.24
- **Treasurer's Fees**: $7,293.41
- **Rentals - Buildings & Land**: $11,752.17
- **Advertising & Legal Notices**: $566.63
- **Dues & Memberships**: $1,925.00
- **Auditing**: $0
- **Insurance & Bonds**: $3,167.00
- **Investment Commissions/ Fees**: $0
- **Transfer to County General Fund**: $2,499.99
- **Bus Stop Maintenance**: $0
- **5311 - Management Services - TMS**: $23,333.33
- **5311 - Diesel Fuel**: $36,414.44
- **5311 - CNG Fuel**: $4,193.59
- **5311 - Repair & Maintenance - Vehicles**: $24,170.59
- **5311 - Purchased Transportation Services**: $279,184.22

**Total Expenditures**: $452,245.54

**Ending General Fund Balance**: $1,240,209

Report shows posted revenues through March and expenditures through March.
Report prepared by Scott Trues with information from the County Finance department on May 25, 2016.
### RTA Capital Reserve Fund

**Financial Report - March, 2018**

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>2018 Adopted Budget</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$468,013</td>
<td>$468,013</td>
<td>-</td>
<td>$468,013</td>
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<tr>
<td><strong>Revenues:</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Funds from RTA General Fund</td>
<td>-</td>
<td>$450,000</td>
<td>-</td>
<td>$450,000</td>
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<tr>
<td>5339 - FTA 5309 Capital Grant</td>
<td>-</td>
<td>$571,200</td>
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<td><strong>Capital Fund Revenues</strong></td>
<td>-</td>
<td>$1,021,200</td>
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<tr>
<td><strong>Expenditures:</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5339 - Bus Purchase</td>
<td>$2,229.68</td>
<td>$714,000</td>
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<td>Bus Stop Improvements</td>
<td>$2,229.68</td>
<td>$240,000</td>
<td>97,590</td>
<td>$337,590</td>
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<td><strong>Capital Fund Expenditures</strong></td>
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<td><strong>Ending Fund Balance</strong></td>
<td>$465,783</td>
<td>$535,213</td>
<td>(95,290)</td>
<td>$439,923</td>
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Report shows posted revenues through March and expenditures through March.

Report prepared by Scott Truex with information from the County Finance department on May 25, 2018.

### RTA Air Command Fund

**Financial Report - March, 2018**

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>2018 Adopted Budget</th>
<th>Revisions</th>
<th>2018 Projected</th>
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</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$1,403,148</td>
<td>$1,364,773</td>
<td>38,375</td>
<td>$1,403,148</td>
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<td><strong>Revenues:</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds from RTA General Fund</td>
<td>-</td>
<td>$1,050,000</td>
<td>-</td>
<td>$1,050,000</td>
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<tr>
<td><strong>RTA Air Command Fund Revenues</strong></td>
<td>-</td>
<td>$1,050,000</td>
<td>-</td>
<td>$1,050,000</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Airline Guarantees - Winter 17-18</td>
<td>-</td>
<td>$571,415</td>
<td>-</td>
<td>$571,415</td>
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<tr>
<td>Airline Guarantees - Summer</td>
<td>$300,000</td>
<td>$280,622</td>
<td>(19,378)</td>
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<tr>
<td>Ticket Buy Down Programs</td>
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<td>$100,000</td>
<td>(89,221)</td>
<td>$10,778.60</td>
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<td><strong>RTA Air Command Fund Expenditures</strong></td>
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<td>(108,599)</td>
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<td><strong>Ending Fund Balance</strong></td>
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<td>$1,443,358</td>
<td>146,974</td>
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Report shows posted revenues through March and expenditures through March.

Report prepared by Scott Truex with information from the County Finance department on May 25, 2018.

### RTA Senior Transportation Fund

**Financial Report - March, 2018**

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>2018 Adopted Budget</th>
<th>Revisions</th>
<th>2018 Projected</th>
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</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$175,229</td>
<td>$166,685</td>
<td>8,544</td>
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<td><strong>Revenues:</strong></td>
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<tr>
<td>Funds from RTA General Fund</td>
<td>-</td>
<td>$266,500</td>
<td>-</td>
<td>$266,500</td>
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<td><strong>Senior Transportation Fund Revenues</strong></td>
<td>-</td>
<td>$266,500</td>
<td>-</td>
<td>$266,500</td>
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<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Contracted Services</td>
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<td>(12,000)</td>
<td>$194,000</td>
</tr>
<tr>
<td><strong>Senior Transportation Fund Expenditures</strong></td>
<td>$43,119.91</td>
<td>$206,000</td>
<td>(12,000)</td>
<td>$194,000</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>$132,109</td>
<td>$227,185</td>
<td>20,544</td>
<td>$247,729</td>
</tr>
</tbody>
</table>

Report shows posted revenues through March and expenditures through March.

Report prepared by Scott Truex with information from the County Finance department on May 25, 2018.

### RTA Total Revenues and Expenditures

**Financial Report - March, 2018**

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>2018 Adopted Budget</th>
<th>Revisions</th>
<th>2018 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$2,978,656</td>
<td>$2,907,906</td>
<td>70,750</td>
<td>$2,978,656</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$760,189</td>
<td>$3,952,920</td>
<td>16,609</td>
<td>$3,969,529</td>
</tr>
<tr>
<td>Expenditures:</td>
<td>$ (508,374)</td>
<td>$ (3,614,065)</td>
<td>(62,915)</td>
<td>$ (3,676,980)</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>$3,230,471</td>
<td>$3,246,761</td>
<td>24,444</td>
<td>$3,271,205</td>
</tr>
</tbody>
</table>

Report shows posted revenues through March and expenditures through March.

Report prepared by Scott Truex with information from the County Finance department on May 25, 2018.

### RTA Summary of all Funds

**Financial Report - March, 2018**

<table>
<thead>
<tr>
<th>Fund Balances</th>
<th>2018 Actual</th>
<th>YTD Current Balances</th>
<th>2018 Budgeted Ending Balance</th>
<th>Revisions</th>
<th>2018 Projected Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted General Fund Balance</td>
<td>$932,266</td>
<td>$1,240,209</td>
<td>$1,041,005</td>
<td>(47,784)</td>
<td>$993,221</td>
</tr>
<tr>
<td>Air Command Fund Balance</td>
<td>$1,403,148</td>
<td>$1,392,369</td>
<td>$1,443,358</td>
<td>146,974</td>
<td>$1,590,332</td>
</tr>
<tr>
<td>Senior Transportation Fund Balance</td>
<td>$175,229</td>
<td>$132,109</td>
<td>$227,185</td>
<td>20,544</td>
<td>$247,729</td>
</tr>
<tr>
<td>Capital Reserve Fund Balance</td>
<td>$468,013</td>
<td>$465,783</td>
<td>$535,213</td>
<td>(95,290)</td>
<td>$439,923</td>
</tr>
<tr>
<td><strong>Total Fund Balance</strong></td>
<td>$2,978,656</td>
<td>$3,230,471</td>
<td>$3,246,761</td>
<td>24,444</td>
<td>$3,271,205</td>
</tr>
</tbody>
</table>

Report shows posted revenues through March and expenditures through March.

Report prepared by Scott Truex with information from the County Finance department on May 25, 2018.
Air Program Reports:

Total Seats Sold as of 5/29/18 vs last year and 75% goal:

**2018 SUMMER GUC-DEN & IAH TOTAL SEATS SOLD**

Houston Load Factors vs last two years:

**2018 GUC IAH SUMMER YOY LOAD FACTOR COMPARISON**
Denver Load Factors vs last two years:

![Graph showing load factors](image-url)
**Bus program reports:**

**Bus Ridership Report: January – May, 2018**

<table>
<thead>
<tr>
<th>Ridership on the RTA Gunnison - Crested Butte Route 2018</th>
<th>2018 Overcrowding</th>
<th>2017</th>
<th>YOY</th>
<th>Total Riders Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>Riders</td>
<td>Bus Trips</td>
<td>Miles</td>
<td>Days</td>
</tr>
<tr>
<td>-------</td>
<td>--------</td>
<td>-----------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>January</td>
<td>26,266</td>
<td>1,087</td>
<td>35,558</td>
<td>31</td>
</tr>
<tr>
<td>February</td>
<td>23,775</td>
<td>976</td>
<td>39,446</td>
<td>28</td>
</tr>
<tr>
<td>March</td>
<td>21,090</td>
<td>1,064</td>
<td>33,591</td>
<td>31</td>
</tr>
<tr>
<td>April</td>
<td>8,505</td>
<td>624</td>
<td>22,537</td>
<td>30</td>
</tr>
<tr>
<td>May</td>
<td>6,987</td>
<td>532</td>
<td>19,451</td>
<td>31</td>
</tr>
<tr>
<td>Total</td>
<td>86,623</td>
<td>4,283</td>
<td>150,583</td>
<td>151</td>
</tr>
</tbody>
</table>

**Passengers by Stop – Spring, 2018:**

<table>
<thead>
<tr>
<th>2018 Spring RTA Bus Boardings by Bus Stop</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>Northbound Riders Off at CB South</td>
<td>Northbound Riders On at CB South</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
<td>2,241</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
<td>2,626</td>
</tr>
<tr>
<td>Total</td>
<td>47</td>
<td>4,867</td>
</tr>
</tbody>
</table>

**Passengers by Time – Spring, 2018:**

<table>
<thead>
<tr>
<th>Gunnison Valley RTA Passengers by Time - Spring 2018</th>
<th>Northbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>April</td>
<td>May</td>
</tr>
<tr>
<td>6:30 AM</td>
<td>476</td>
</tr>
<tr>
<td>7:30 AM</td>
<td>446</td>
</tr>
<tr>
<td>8:30 AM</td>
<td>242</td>
</tr>
<tr>
<td>9:30 AM</td>
<td>377</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>303</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>213</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>159</td>
</tr>
<tr>
<td>1:00 PM</td>
<td>77</td>
</tr>
<tr>
<td>Total</td>
<td>2,241</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Southbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>April</td>
</tr>
<tr>
<td>6:45 AM</td>
</tr>
<tr>
<td>7:45 AM</td>
</tr>
<tr>
<td>8:45 AM</td>
</tr>
<tr>
<td>9:45 AM</td>
</tr>
<tr>
<td>10:45 AM</td>
</tr>
<tr>
<td>11:45 AM</td>
</tr>
<tr>
<td>12:45 PM</td>
</tr>
<tr>
<td>1:45 PM</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

| Overall Total | 4,410 | 5,210 | 9,620 |
### On Time Performance – Spring, 2018:

#### Spring - 2018  GVRTA On-Time Performance

<table>
<thead>
<tr>
<th>Southbound - Crested Butte 4-Way</th>
<th>Percentage of Expected Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Days</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Southbound - CB South</th>
<th>Percentage of Expected Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Days</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Northbound - Western (Colorado &amp; Ohio)</th>
<th>Percentage of Expected Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Days</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Northbound - Spencer and Hwy 135</th>
<th>Percentage of Expected Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Days</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Northbound - CB South</th>
<th>Percentage of Expected Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Days</td>
</tr>
<tr>
<td>April</td>
<td>22</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>47</td>
</tr>
</tbody>
</table>

Average: 87.7%  8.3%  2.2%  0.7%  1.1%
### Late/Missed Runs and Documented Complaints – April:

<table>
<thead>
<tr>
<th>Date</th>
<th>Complaint</th>
<th>Late run</th>
<th>Missed Runs</th>
<th>Reason</th>
<th>ADA/lift deployment</th>
<th>Incidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/2/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/2/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/4/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/4/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/6/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>3:30pm N Bound</td>
<td></td>
</tr>
<tr>
<td>4/8/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/9/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/10/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/11/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/11/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/13/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/13/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/16/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/16/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/18/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/18/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/20/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/20/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/23/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/23/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/25/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/25/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/26/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>9:50am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/27/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/27/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
<tr>
<td>4/30/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>7:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>4/30/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>11:10am N Bound</td>
<td></td>
</tr>
</tbody>
</table>

### Late/Missed Runs and Documented Complaints – May:

<table>
<thead>
<tr>
<th>Date</th>
<th>Complaint</th>
<th>Late run</th>
<th>Missed Runs</th>
<th>Reason</th>
<th>ADA/lift deployment</th>
<th>Incidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/2/2018</td>
<td>No</td>
<td></td>
<td></td>
<td>ADA</td>
<td>07:45am S Bound</td>
<td></td>
</tr>
<tr>
<td>5/2/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>11:00am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/4/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>05:40am S Bound</td>
<td></td>
</tr>
<tr>
<td>5/4/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>11:00am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/8/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Flat Tire</td>
<td>9:50am S Bound</td>
<td></td>
</tr>
<tr>
<td>5/10/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>11:00am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/15/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>07:45am S Bound</td>
<td></td>
</tr>
<tr>
<td>5/15/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>11:00am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/17/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Construction</td>
<td>08:35am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/17/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Construction</td>
<td>08:35am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/21/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>11:00am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/22/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Construction</td>
<td>09:50am S Bound</td>
<td></td>
</tr>
<tr>
<td>5/22/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>ADA</td>
<td>09:50am S Bound</td>
<td></td>
</tr>
<tr>
<td>5/23/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Construction</td>
<td>08:35am N Bound</td>
<td></td>
</tr>
<tr>
<td>5/28/2018</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Coolant Leak</td>
<td>06:40am S Bound</td>
<td>Coolant leak in 81. Switched to 84. Left 15 minutes late.</td>
</tr>
</tbody>
</table>
**Miles per Bus:**

<table>
<thead>
<tr>
<th></th>
<th>#81</th>
<th>#83</th>
<th>#84</th>
<th>#87</th>
<th>#88</th>
<th>#89</th>
<th>AEX Buses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1,089</td>
<td>438</td>
<td>3,389</td>
<td>10,397</td>
<td>10,698</td>
<td>9,547</td>
<td>-</td>
<td>35,558</td>
</tr>
<tr>
<td>February</td>
<td>7,506</td>
<td>1,511</td>
<td>2,355</td>
<td>11,409</td>
<td>6,879</td>
<td>9,434</td>
<td>352</td>
<td>39,446</td>
</tr>
<tr>
<td>March</td>
<td>458</td>
<td>213</td>
<td>2,195</td>
<td>8,603</td>
<td>11,742</td>
<td>10,380</td>
<td>-</td>
<td>33,591</td>
</tr>
<tr>
<td>April</td>
<td>-</td>
<td>2,233</td>
<td>1,514</td>
<td>4,033</td>
<td>4,103</td>
<td>10,654</td>
<td>-</td>
<td>22,537</td>
</tr>
<tr>
<td>May</td>
<td>2,200</td>
<td>1,505</td>
<td>602</td>
<td>428</td>
<td>873</td>
<td>13,843</td>
<td></td>
<td>19,451</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,253</strong></td>
<td><strong>5,900</strong></td>
<td><strong>10,055</strong></td>
<td><strong>34,870</strong></td>
<td><strong>34,295</strong></td>
<td><strong>53,858</strong></td>
<td><strong>352</strong></td>
<td><strong>150,583</strong></td>
</tr>
</tbody>
</table>

**Repairs per Bus:**

<table>
<thead>
<tr>
<th></th>
<th>#81</th>
<th>#83</th>
<th>#84</th>
<th>#87</th>
<th>#88</th>
<th>#89</th>
<th>Inventory / All Buses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td>$ 272</td>
<td></td>
<td>$ 600</td>
<td>$ 605 $ 389</td>
</tr>
<tr>
<td>February</td>
<td>$</td>
<td>$</td>
<td></td>
<td>$ 872</td>
<td></td>
<td>$ 862</td>
<td>$ 458</td>
<td>$ 1,555 $ 1,565</td>
</tr>
<tr>
<td>March</td>
<td>$ 2,357</td>
<td>$ 1,103</td>
<td></td>
<td></td>
<td>$ 4,031</td>
<td></td>
<td>$ 4,535</td>
<td>$ 1,897 $ 2,498</td>
</tr>
<tr>
<td>April</td>
<td>$ 6,747</td>
<td>$ 363</td>
<td></td>
<td></td>
<td></td>
<td>$ 1,899</td>
<td>$ 302</td>
<td>$ 506 $ 7,918</td>
</tr>
<tr>
<td>May</td>
<td>$ 303</td>
<td></td>
<td>$ 1,899</td>
<td></td>
<td></td>
<td></td>
<td>$ 3,902</td>
<td>$ 501 $ 6,605</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 9,407</strong></td>
<td><strong>$ 1,869</strong></td>
<td><strong>$ 3,043</strong></td>
<td><strong>$ 4,913</strong></td>
<td><strong>$ 5,693</strong></td>
<td><strong>$ 8,664</strong></td>
<td><strong>$ 5,459</strong></td>
<td><strong>$ 38,838</strong></td>
</tr>
</tbody>
</table>

**Senior Reports:**

<table>
<thead>
<tr>
<th></th>
<th>Gunnison Riders</th>
<th>CB Riders</th>
<th>Total Riders</th>
<th>Gunnison Miles</th>
<th>CB Miles</th>
<th>Total Miles</th>
<th>Gunnison Invoices</th>
<th>CB Invoices</th>
<th>Total Invoices</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1,071</td>
<td>134</td>
<td>1,205</td>
<td>2,759</td>
<td>1,116</td>
<td>3,875</td>
<td>$ 14,912</td>
<td>$ 1,879</td>
<td>$ 16,791</td>
</tr>
<tr>
<td>February</td>
<td>1,015</td>
<td>104</td>
<td>1,119</td>
<td>2,463</td>
<td>916</td>
<td>3,379</td>
<td>$ 12,420</td>
<td>$ 1,345</td>
<td>$ 13,765</td>
</tr>
<tr>
<td>March</td>
<td>1,237</td>
<td>150</td>
<td>1,387</td>
<td>3,033</td>
<td>1,123</td>
<td>4,156</td>
<td>$ 11,231</td>
<td>$ 1,333</td>
<td>$ 12,564</td>
</tr>
<tr>
<td>April</td>
<td>1,290</td>
<td>139</td>
<td>1,429</td>
<td>3,078</td>
<td>1,210</td>
<td>4,288</td>
<td>$ 12,105</td>
<td>$ 1,611</td>
<td>$ 13,516</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,613</strong></td>
<td><strong>527</strong></td>
<td><strong>5,140</strong></td>
<td><strong>11,333</strong></td>
<td><strong>4,265</strong></td>
<td><strong>15,598</strong></td>
<td><strong>$ 50,668</strong></td>
<td><strong>$ 6,368</strong></td>
<td><strong>$ 57,036</strong></td>
</tr>
</tbody>
</table>
License Agreement with City of Gunnison for use of City property for bus stops – Authorization for Executive Director to sign Agreement:

The license agreement on the next page is the proposed attachment to the IGA which we signed at the last meeting. Everything is in order except that I have asked for the following language to be included in the agreement:

GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

This language is necessary to ensure that we do not waive governmental immunity.

Alpine Express has asked also for some minor changes which do not affect the intent of the agreement.

Therefore, I request a motion to authorize the Executive Director of the RTA to sign the license agreement with the above changes.
LICENSE AGREEMENT

THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor ("LICENSOR"), AND the Gunnison Valley Rural Transportation Authority (RTA) and AEX, Inc., d/b/a Alpine Express, at 711 West Rio Grande Avenue, Gunnison, CO 81230, hereinafter referred to as Licensee ("LICENSEE").

WITNESSETH, that, for and in consideration of LICENSEE’S promise to hold LICENSOR harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, LICENSOR and LICENSEE hereby agree as follows:

1. **Temporary Nature.** Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The LICENSEE further agrees, that in the event LICENSOR demands removal of the subject of this License from public property, not to protest such decision in any manner.

2. **License to Use Public Property.** LICENSEE shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit “A” attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit “A”, for the following purposes, to wit:

   To place and maintain nine bus stops that includes shelters and/or cement pads, benches and bike racks within the City of Gunnison rights-of-way.

3. **Repair and Maintenance.** In the event that LICENSEE hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, LICENSEE shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.

4. **Indemnity, Insurance.** By execution hereof, the LICENSEE, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the CITY, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney’s fees arising out of or connected in any way with the LICENSEE’S use of the CITY’s property to this license.
LICENSEE hereby gives to the CITY its assurance and promise to hold CITY harmless from any and all liability arising from harm to the public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by LICENSEE. The LICENSEE also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least $387,000.00 for property damage or bodily injury, including death, per person, and $1,093,000.00 for property damage or bodily injury, per occurrence. The CITY shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon written notice by the CITY to the LICENSEE of a change in the limits of governmental liability pursuant to the “Colorado Governmental Immunity Act” (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, LICENSEE shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The LICENSEE also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. Forfeiture, Removal. If and whenever the LICENSEE shall have refused or otherwise failed to hold LICENSOR harmless and carry insurance as provided hereinabove, then, in that event, the privileges granted hereby to the LICENSEE automatically shall terminate. In that event, the LICENSEE upon written demand by LICENSOR, shall within a reasonable time period indicated in the notice, cause said improvements to be removed from public property at its own expense and restore the public property where such improvements were located to substantially the same condition it was in at the time this LICENSE commenced. If LICENSEE, within a reasonable time after receipt of written demand therefore by LICENSOR shall have refused or otherwise failed to cause said improvements to be removed and the public property where such improvements were located to be restored to substantially the same condition it was in at the time this LICENSE commenced, then in that event, LICENSOR shall have the right to remove the improvements or cause them to be removed, and LICENSEE shall be liable to LICENSOR for its costs therein. In addition, if and whenever the City Council shall have determined that said public property or any portion thereof is needed by LICENSOR for other purposes, LICENSOR may move said improvements from public property at LICENSOR’S expense to such other location as may be sufficient for LICENSEE.
6. **Privileges Personal to License.** This License is personal to the LICENSEE, and the privileges herein granted shall not inure to or for the benefit of the LICENSEE's successors or assigns.

7. **Snow Removal.** The use of licensed area shall not interfere with snow removal operations by LICENSOR on the City streets. LICENSEE shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.

8. **Entirety of Agreement, Modifications.** The making, execution and delivery of this agreement by the LICENSEE has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

9. **Designee of LICENSEE.** Any obligation of LICENSEE under this Agreement may be performed directly by LICENSEE or through its designated service provider, AEX, Inc., d/b/a Alpine Express.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

**IN WITNESS WHEREOF,** the parties hereunto affix their respective signatures on the dates appearing opposite thereof:

THE CITY OF GUNNISON, COLORADO, LICENSOR

________________________

Date: _____________________

Russ Forrest, City Manager

ATTEST: (SEAL)

________________________

City Clerk
Gunnison Valley Rural Transportation Authority (RTA), LICENSEE

________________________  DATE: _____________________
Scott Truex, Executive Director

STATE OF COLORADO )  SS.
COUNTY OF GUNNISON )

The foregoing License Agreement was subscribed to me this ______ day of ______, 2018, by ________________________, Licensee.

My Commission Expires: ____________________

WITNESS my hand and official seal:  (SEAL)

________________________
Notary Public

AEX, Inc., d/b/a Alpine Express, LICENSEE

________________________  DATE: _____________________
Landon Ogilvie, Owner/President

STATE OF COLORADO )  SS.
COUNTY OF GUNNISON )

The foregoing License Agreement was subscribed to me this ______ day of ______, 2018, by ________________________, Licensee.

My Commission Expires: ____________________

WITNESS my hand and official seal:  (SEAL)

________________________
Notary Public
EXHIBIT “A”

To that certain License Agreement
Between
The City of Gunnison, Colorado, LICENSOR,
and
RTA and AEX, Inc., d/b/a Alpine Express, LICENSEE,
711 West Rio Grand Avenue, Gunnison, CO 81230
Which License Agreement is dated: May 14, 2018

THE REAL PROPERTY which the Licensee is permitted by the aforesaid License Agreement to use, is described more particularly as follows:

A portion of the 11th Street right-of-way adjacent to the east line of Lots 18 and 19, Block 81, West Gunnison Amended, beginning at the northeast corner of Lot 19, thence south 50 feet along said lots to the southeast corner of Lot 18, thence east 35 feet, thence north 50 feet, thence west 35 feet to the point of beginning.

A portion of the Virginia Avenue right-of-way adjacent to the north line of Lots 23 and 24 along with the alley adjacent to Lot 24, Block 15, West Gunnison Amended, beginning at the northeast corner of Lot 23, thence west 70 feet along said lots and northern boundary of alley, to the northeast corner of Lot 9, thence north 25 feet, thence east 70 feet, thence south 25 feet to the point of beginning.
A portion of the Colorado Street right-of-way adjacent to the west line of Lot 12, and previously vacated Ohio Avenue, Block 80, First Addition to Gunnison, beginning at the northwest corner of said lot, thence south 65 feet along said lot and previously vacated Ohio Avenue, thence west 30 feet, thence north 65 feet, thence east 30 feet to the point of beginning.

A portion of the Main Street right-of-way adjacent to the west line of Lots 4 and 5, The Meadows, Phase 1 Amended, Meadows Mall, beginning at a point 45 feet north of the southwest corner of lot 5 along said lot boundary, thence west 30 feet, thence north 60 feet, parallel to Lot 5, thence east 30 feet, thence south 60 feet to the point of beginning.

A portion of the Tomichi Avenue right-of-way adjacent to the north line of Lot 24, Block 147, West Gunnison Amended, beginning at the northeast corner of said lot, thence west 25 feet along said lot, thence north 20 feet, thence east 50 feet, thence south 20 feet, thence west 25 feet to the point of beginning.
A portion of the Spencer Avenue right-of-way adjacent to the south line of Lot 15, The Meadows, Phase 2-R, beginning at a point 35 feet east of the southwest corner of said lot, thence east 50 feet along said lot, thence south 25 feet, thence west 50 feet, thence north 25 feet to the point of beginning.

A portion of the Main Street right-of-way adjacent to the west line of Lot 1, Gunnison Center, Phase 1-C, beginning at a point 30 feet north of a point of intersection of the south and west boundary lines of said lot, thence north 60 feet along said lot, thence west 25 feet, thence south 60 feet, thence east 25 feet to the point of beginning.

A portion of the Virginia Avenue right-of-way adjacent to the south line of Lot 13, Block 9, Original Gunnison, beginning at the southeast corner of said lot, thence west 35 feet along said lot, thence south 25 feet, thence east 50 feet, thence north 25 feet, thence west 15 feet to the point of beginning.
A portion of the Teller Street right-of-way adjacent to the west line of Lots 11 and 12, Block 7, Boutchers Addition, beginning at the southwest corner of lot 12, thence north 50 feet along said lots to the northwest corner of lot 11, thence west 30 feet, thence south 50 feet, thence east 30 feet to the point of beginning.

SUBJECT TO:

1. Intergovernmental Agreement between the City of Gunnison and the Gunnison Valley Transportation Authority, dated ....


Initialed by LICENSOR:  ________  Date:  ________

Initialed by LICENSEE (RTA):  ________  Date:  ________

Initialed by LICENSEE (AEX):  ________  Date:  ________
Board approval of fall and winter bus schedules:

Proposed schedules for the fall and winter are on the following six pages.

The fall schedule is the same as last year and as the spring schedule this year.

The winter schedule is increased from 17 round trips last winter to 25 round trips next winter.

We hope that increasing the schedule to this amount would alleviate the overcrowding we have seen during the past few winters. Also, during peak times, buses would run as often as every 15-30 minutes, so if a bus is full, there will be another in a relatively short amount of time. Northbound would have half hour service between 5:30 a.m. and 10:00 a.m. with 15-minute service between 6:30 a.m. and 7:00 a.m. Southbound would have half hour service between 3:15 p.m. and 6:15 p.m. and 15-minute service between 5:15 p.m. and 5:45 p.m. The rest of the day would have service of approximately once per hour with the longest gap in the day at 75 minutes. There is an extra bus scheduled in the evening so that there are buses leaving Mt. Crested Butte at 8:20 p.m. 9:20 p.m. 10:25 p.m. and 11:25 p.m.

The next several pages have the bus schedules and then the pages following have budget information which explains the impact to the budget of increasing the service to these levels.

If the Board is in favor of increasing the schedule to these levels we would request a motion to do so.
The bus runs a loop through the City of Gunnison before heading north on Hwy 135 to Crested Butte and Mt. Crested Butte. The bus leaves the following stops no earlier than the times listed. There may be delays due to weather.

September 4, 2018 – November 20, 2018

- Other Flag Stops at Riverland, Brush Creek Rd., & Riverbend

All buses are wheelchair accessible.

For more information, please call Alpine Express at 970-641-4111.

www.GunnisonValleyRTA.com

STATEMENT OF RIGHTS

In accordance with the provisions of the Americans with Disabilities Act and Civil Rights Act of 1964, the RTA does not discriminate on the basis of disability, race, color, national origin, sexual orientation, or gender. For more information about these statutes, or to file a complaint, contact the RTA designated Disability Rights and Title VI coordinator, Scott Truex, Executive Director, PO Box 39, Crested Butte, CO 81224. struex@gunnisonvalleyrta.org. For Telecommunication Relay Service, call 1-800-659-2856 (hearing impaired). Individuals will be permitted to use service animals, as defined within ADA guidelines, if necessary.
Horario del Autobús 2018

Los viajes en el autobús son gratis. El autobús recorre una especie de círculo alrededor de la ciudad de Gunnison antes de continuar en dirección Norte en la ruta Hwy 135 a Crested Butte y Mt. Crested Butte. El autobús sale de las siguientes paradas a la hora indicada (nunca sale antes de la hora indicada). El horario puede retrasarse debido las condiciones climáticas.

Del 4 septiembre 2018 a 20 noviembre 2018

<table>
<thead>
<tr>
<th>Dirección Norte hacia CB</th>
<th>Dirección Sur</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gunnison</strong></td>
<td><strong>Mt. Crested Butte</strong></td>
</tr>
<tr>
<td>Escuelas Públicas de Gunnison</td>
<td>Western (Colorado y Ohio)</td>
</tr>
<tr>
<td>11th y Virginia</td>
<td>Safeway (Pine y Hwy 50)</td>
</tr>
<tr>
<td>6:30 AM</td>
<td>6:36 AM</td>
</tr>
<tr>
<td>7:30 AM</td>
<td>7:32 AM</td>
</tr>
<tr>
<td>8:35 AM</td>
<td>8:37 AM</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>11:02 AM</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>4:02 PM</td>
</tr>
<tr>
<td>5:05 PM</td>
<td>5:07 PM</td>
</tr>
<tr>
<td>7:05 PM</td>
<td>7:07 PM</td>
</tr>
<tr>
<td>10:10 PM</td>
<td>10:12 PM</td>
</tr>
<tr>
<td>CB South (Canchas de Tenis)</td>
<td>Tall Texan (señales paradas)</td>
</tr>
<tr>
<td>6:05 AM</td>
<td>6:15 AM</td>
</tr>
<tr>
<td>7:05 AM</td>
<td>7:15 AM</td>
</tr>
<tr>
<td>8:15 AM</td>
<td>8:25 AM</td>
</tr>
<tr>
<td>11:10 AM</td>
<td>11:20 AM</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>4:10 PM</td>
</tr>
<tr>
<td>5:05 PM</td>
<td>5:15 PM</td>
</tr>
<tr>
<td>7:05 PM</td>
<td>7:15 PM</td>
</tr>
<tr>
<td>10:10 PM</td>
<td>10:20 PM</td>
</tr>
</tbody>
</table>

Usted puede hacer señales al autobús en las paradas siguientes: Riverland, Brush Creek Rd., Y Riverbend
Todos los autobuses tienen rampa de acceso para silla de ruedas.

Para más información, favor de llamar a Alpine Express al 970-641-4111.

www.GunnisonValleyRTA.com

DECLARACIÓN DE DERECHOS DEL PASAJERO
De acuerdo con las disposiciones del Acta de Estadounidenses con Discapacidades (ADA por sus siglas en inglés) y el Acta de Derechos Civiles del 1964, la agencia RTA no discrimina en contra de ninguna persona en base a su discapacidad física, raza, color de piel, nacionalidad, orientación sexual o género. Para obtener más información sobre los estatutos o para presentar una querella, ponerse en contacto con el coordinador de RTD responsable de los Derechos para los Discapacitados y Título VI, Scott Truex, Director Executive, PO Box 39, Crested Butte, CO, 81224 o llamar al struex@gunnisonvalleyrta.org. Para servicios de retransmisión para personas con discapacidad auditiva, llamar al 1-800-659-2656. Las personas ciegas tendrán derecho a usar perros asistentes siempre que sea necesario de acuerdo con lo definido y establecido en las directrices de ADA.
**RTA FREE BUS Schedule**

The bus runs a loop through the City of Gunnison before heading north on Hwy 135 to Crested Butte and Mt. Crested Butte. The bus leaves the following stops *no earlier than* the times listed. There may be delays due to weather.

Express buses do not stop at CB South or Cement Creek Road – please see the CB South bus schedule for service at these times.  

**November 21, 2018 – April 7, 2019**

<table>
<thead>
<tr>
<th>Gunnison to Mt. Crested Butte</th>
<th>Mt. CB to Gunnison</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NORTHBOUND</strong></td>
<td><strong>SOUTHBOUND</strong></td>
</tr>
<tr>
<td><strong>Gunnison Community Schools</strong></td>
<td><strong>Mt. CB Transit Center</strong></td>
</tr>
</tbody>
</table>
## CB South FREE BUS Schedule

**November 21, 2018 to April 7, 2019**

### Between CB South and Mt. Crested Butte:

<table>
<thead>
<tr>
<th>Buses leave CB South for Mt. CB at:</th>
<th>Buses leave Mt. CB for CB South at:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(buses will leave no earlier than these times)</td>
<td>(Bus leaves CB 4-Way 6 minutes later)</td>
</tr>
<tr>
<td>7:25 AM - Mt. Express Bus</td>
<td>6:40 AM - RTA Bus</td>
</tr>
<tr>
<td>8:25 AM - Mt. Express Bus</td>
<td>7:10 AM - RTA Bus</td>
</tr>
<tr>
<td>9:25 AM - Mt. Express Bus</td>
<td>7:40 AM - RTA Bus</td>
</tr>
<tr>
<td>9:42 AM - RTA Bus</td>
<td>8:00 AM - Mt. Express Bus</td>
</tr>
<tr>
<td>10:12 AM - RTA Bus</td>
<td>8:10 AM - RTA Bus</td>
</tr>
<tr>
<td>10:42 AM - RTA Bus</td>
<td>8:40 AM - RTA Bus</td>
</tr>
<tr>
<td>11:47 AM - RTA Bus</td>
<td>9:00 AM - Mt. Express Bus</td>
</tr>
<tr>
<td>12:47 PM - RTA Bus</td>
<td>9:10 AM - RTA Bus</td>
</tr>
<tr>
<td>2:02 PM - RTA Bus</td>
<td>9:40 AM - RTA Bus</td>
</tr>
<tr>
<td>2:57 PM - RTA Bus</td>
<td>10:15 AM - RTA Bus</td>
</tr>
<tr>
<td>3:42 PM - RTA Bus</td>
<td>11:15 AM - RTA Bus</td>
</tr>
<tr>
<td>3:55 PM - Mt. Express Bus</td>
<td>12:25 PM - RTA Bus</td>
</tr>
<tr>
<td>4:12 PM - RTA Bus</td>
<td>1:25 PM - RTA Bus</td>
</tr>
<tr>
<td>4:42 PM - RTA Bus</td>
<td>2:35 PM - RTA Bus</td>
</tr>
<tr>
<td>4:55 PM - Mt. Express Bus</td>
<td>3:30 PM - Mt. Express Bus</td>
</tr>
<tr>
<td>5:12 PM - RTA Bus</td>
<td>4:30 PM - Mt. Express Bus</td>
</tr>
<tr>
<td>5:42 PM - RTA Bus</td>
<td>5:30 PM - Mt. Express Bus</td>
</tr>
<tr>
<td>6:42 PM - RTA Bus</td>
<td>6:15 PM - RTA Bus</td>
</tr>
<tr>
<td>7:47 PM - RTA Bus</td>
<td>7:15 PM - RTA Bus</td>
</tr>
<tr>
<td>8:47 PM - RTA Bus</td>
<td>8:20 PM - RTA Bus</td>
</tr>
<tr>
<td>9:52 PM - RTA Bus</td>
<td>9:20 PM - RTA Bus</td>
</tr>
<tr>
<td>10:52 PM - RTA Bus</td>
<td>10:25 PM - RTA Bus</td>
</tr>
<tr>
<td>11:25 PM - RTA Bus</td>
<td></td>
</tr>
</tbody>
</table>

### Between CB South and Gunnison:

<table>
<thead>
<tr>
<th>Buses leave CB South for Gunnison at:</th>
<th>Buses leave Gunnison* for CB South at:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(buses will leave no earlier than these times)</td>
<td>*(City Market Bus Stop – Spencer &amp; Hwy 135)</td>
</tr>
<tr>
<td>7:00 AM - RTA Bus</td>
<td>9:15 AM - RTA Bus</td>
</tr>
<tr>
<td>7:30 AM - RTA Bus</td>
<td>9:45 AM - RTA Bus</td>
</tr>
<tr>
<td>8:00 AM - RTA Bus</td>
<td>10:15 AM - RTA Bus</td>
</tr>
<tr>
<td>8:30 AM - RTA Bus</td>
<td>11:20 AM - RTA Bus</td>
</tr>
<tr>
<td>9:00 AM - RTA Bus</td>
<td>12:20 PM - RTA Bus</td>
</tr>
<tr>
<td>9:30 AM - RTA Bus</td>
<td>1:35 PM - RTA Bus</td>
</tr>
<tr>
<td>10:00 AM - RTA Bus</td>
<td>2:30 PM - RTA Bus</td>
</tr>
<tr>
<td>10:35 AM - RTA Bus</td>
<td>3:15 PM - RTA Bus</td>
</tr>
<tr>
<td>11:35 AM - RTA Bus</td>
<td>3:45 PM - RTA Bus</td>
</tr>
<tr>
<td>12:45 PM - RTA Bus</td>
<td>4:15 PM - RTA Bus</td>
</tr>
<tr>
<td>1:45 PM - RTA Bus</td>
<td>4:45 PM - RTA Bus</td>
</tr>
<tr>
<td>2:15 PM - RTA Bus</td>
<td>5:15 PM - RTA Bus</td>
</tr>
<tr>
<td>3:35 PM - RTA Bus</td>
<td>6:15 PM - RTA Bus</td>
</tr>
<tr>
<td>7:35 PM - RTA Bus</td>
<td>7:20 PM - RTA Bus</td>
</tr>
<tr>
<td>8:40 PM - RTA Bus</td>
<td>8:20 PM - RTA Bus</td>
</tr>
<tr>
<td>9:40 PM - RTA Bus</td>
<td>9:25 PM - RTA Bus</td>
</tr>
<tr>
<td>10:45 PM - RTA Bus</td>
<td>10:25 PM - RTA Bus</td>
</tr>
<tr>
<td>11:45 PM - RTA Bus</td>
<td>*(Please see RTA bus schedule for other stops)</td>
</tr>
</tbody>
</table>
INVIERNO 2018 –2019
Horario DE AUTOBÚS GRATIS de RTA

El autobús recorre una especie de círculo alrededor de la ciudad de Gunnison antes de continuar en dirección Norte en la ruta Hwy 135 a Crested Butte y Mt. Crested Butte.

El autobús sale de las siguientes paradas durante la hora indicada (nunca antes).

El horario puede retrasarse debido a las condiciones climáticas

El autobús Express no para en CB South ni en Cement Creek Road – Por favor vea el horario del autobús de CB South para ese servicio.

Desde el 21 de noviembre del 2018 hasta el 7 de abril del 2019

<table>
<thead>
<tr>
<th>Dirección Norte hacia CB</th>
<th>Dirección Sur</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gunnison</strong> hacia Mt. Crested Butte</td>
<td><strong>Mt CB</strong> hacia Gunnison</td>
</tr>
<tr>
<td><strong>Escuelas Públicas de Gunnison</strong></td>
<td><strong>Centro de Tránsito de Mt. CB</strong></td>
</tr>
<tr>
<td><strong>11th y Virginia</strong></td>
<td><strong>Parada de 4 en CB</strong></td>
</tr>
<tr>
<td><strong>Virginia y Spruce</strong></td>
<td><strong>CB South (Canchas de Tenis)</strong></td>
</tr>
<tr>
<td><strong>Safeway (Pine y Hwy 50)</strong></td>
<td><strong>Almont</strong></td>
</tr>
<tr>
<td><strong>Western (Colorado y Ohio)</strong></td>
<td><strong>CB South (Canchas de Tenis)</strong></td>
</tr>
<tr>
<td><strong>Teller y Hwy 50</strong></td>
<td><strong>Almont</strong></td>
</tr>
<tr>
<td><strong>Denver y Hwy 135</strong></td>
<td><strong>CB South (Canchas de Tenis)</strong></td>
</tr>
<tr>
<td><strong>Spencer y Hwy 135</strong></td>
<td><strong>Almont</strong></td>
</tr>
<tr>
<td><strong>Tall Texan</strong></td>
<td><strong>Almont</strong></td>
</tr>
</tbody>
</table>

5:30 AM: 6:30 AM, 7:30 AM, 8:30 AM, 9:30 AM, 10:30 AM, 11:30 AM, 12:30 PM, 1:30 PM, 2:30 PM, 3:30 PM, 4:30 PM, 5:30 PM, 6:30 PM, 7:30 PM, 8:30 PM, 9:30 PM, 10:30 PM, 11:30 PM

Se puede hacer señales para detener el autobús en las siguientes paradas: Tall Texan (Ponderosa), Almont, Riverland, Brush Creek Rd., y Riverbend

Todos los autobuses tienen rampa de acceso para silla de ruedas.

Para más información, favor de llamar a Alpine Express al 970-641-4111.

www.GunnisonValleyRTA.com

DECLARACIÓN DE DERECHOS DEL PASAJERO
De acuerdo con las disposiciones del Acta de Estadounidenses con Discapacidades (ADA por sus siglas en inglés) y el Acta de Derechos Civiles del 1964, la agencia RTA no discrimina en contra de ninguna persona en base a su discapacidad física, raza, color de piel, nacionalidad, orientación sexual o género. Para obtener más información sobre los estatutos o para presentar una querella, ponerse en contacto con el coordinador de RTD responsable de los Derechos para los Discapacitados y Título VI, Scott Truex, Director Ejecutivo, PO Box 39, Crested Butte, CO, 81224 o email al struex@gunnisonvalleyrta.org. Para servicios de retransmisión para personas con discapacidad auditiva, llamar al 1-800-659-2656. Las personas ciegas tendrán derecho a usar perros asistentes siempre que sea necesario de acuerdo con lo definido y establecido en las directrices de ADA.
### Horario DE AUTOBÚS GRATIS a CB South
Desde el 21 de noviembre del 2018 hasta el 7 de abril del 2019

#### Entre CB South y Mt. Crested Butte (La Montaña)
El autobús sale de CB South hacia Mt. Crested Butte (La Montaña) en los siguientes horarios (los autobuses no salen antes de la hora señalada).

<table>
<thead>
<tr>
<th>Horario</th>
<th>Parada</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:25 AM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>8:25 AM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>9:25 AM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>9:42 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:12 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:42 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:47 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>12:47 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>2:02 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>2:57 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>3:42 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>3:55 PM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>4:12 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>4:42 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>4:55 PM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>5:12 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>5:42 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>6:02 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>7:47 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>8:47 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:52 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:52 PM</td>
<td>RTA Bus</td>
</tr>
</tbody>
</table>

El autobús sale de Mt. Crested Butte (La Montaña) hacia CB South en los siguientes horarios (los autobuses salen de CB 4-Way Stop 5 minutos más tarde).

<table>
<thead>
<tr>
<th>Horario</th>
<th>Parada</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:40 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>7:10 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>7:40 AM</td>
<td>RTA Bus</td>
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<tr>
<td>8:00 AM</td>
<td>MT. Express Bus</td>
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<tr>
<td>8:10 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>8:40 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>9:10 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:40 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:15 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:15 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>12:25 PM</td>
<td>RTA Bus</td>
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<tr>
<td>1:25 PM</td>
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<tr>
<td>2:35 PM</td>
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<tr>
<td>3:30 PM</td>
<td>MT. Express Bus</td>
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<tr>
<td>4:30 PM</td>
<td>MT. Express Bus</td>
</tr>
<tr>
<td>5:30 PM</td>
<td>MT. Express Bus</td>
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<tr>
<td>6:15 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>7:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>8:20 PM</td>
<td>RTA Bus</td>
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<tr>
<td>9:20 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:25 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:25 PM</td>
<td>RTA Bus</td>
</tr>
</tbody>
</table>

#### Entre CB South y Gunnison
El autobús sale de CB South hacia Gunnison en los siguientes horarios (los autobuses no salen antes de la hora señalada).

<table>
<thead>
<tr>
<th>Horario</th>
<th>Parada</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>7:30 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>RTA Bus</td>
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<tr>
<td>8:30 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:30 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:30 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:35 AM</td>
<td>RTA Bus</td>
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<tr>
<td>12:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>1:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>2:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>3:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>4:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>5:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>6:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>7:15 PM</td>
<td>RTA Bus</td>
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<tr>
<td>8:15 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:15 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:15 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:15 PM</td>
<td>RTA Bus</td>
</tr>
</tbody>
</table>

El autobús sale de Gunnison* hacia CB South en los siguientes horarios (Parada de City Market – Spencer & Hey 138).

<table>
<thead>
<tr>
<th>Horario</th>
<th>Parada</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:35 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:45 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:15 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:20 AM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>12:20 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>1:25 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>2:30 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>3:35 PM</td>
<td>RTA Bus</td>
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<tr>
<td>4:35 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>5:35 PM</td>
<td>RTA Bus</td>
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<tr>
<td>6:35 PM</td>
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<tr>
<td>7:35 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>8:30 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>9:35 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>10:35 PM</td>
<td>RTA Bus</td>
</tr>
<tr>
<td>11:35 PM</td>
<td>RTA Bus</td>
</tr>
</tbody>
</table>

*Por favor vea el horario de RTA para ver todas las paradas.

- [RTA Bus](#)
Budget for 2019 bus service:

Below is a program budget for the operating grant application which will be submitted after the Board decides on the winter bus schedule. It shows the proposed changes to the bus operations budget.

On the next pages, I’ve included a first draft of the 2019 budget. The draft budget does not include any changes to the capital budget which will be discussed elsewhere in this agenda. The overall fund balance drops by $430,000 in this budget, but we need to keep in mind that we need to budget for full payment of the MRG contracts. This budget has $1.5M for airline contracts and we would hope not to have to spend that amount.
### Gunnison Valley Transportation Authority - General Fund
#### 2019 Draft Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sales Tax Revenues</strong></td>
<td>$3,150,000</td>
<td>$3,181,547</td>
<td>$3,269,040</td>
</tr>
<tr>
<td>Sales Tax to General Fund</td>
<td>$1,383,500</td>
<td>$1,415,047</td>
<td>$1,592,040</td>
</tr>
<tr>
<td>Sales Tax to Capital Fund</td>
<td>$450,000</td>
<td>$450,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Sales Tax to Air Command Fund</td>
<td>$1,050,000</td>
<td>$1,050,000</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Sales Tax to Senior Transportation Fund</td>
<td>$266,500</td>
<td>$266,500</td>
<td>$277,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$3,150,000</td>
<td>$3,181,547</td>
<td>$3,269,040</td>
</tr>
</tbody>
</table>

### Beginning General Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$1,383,500</td>
<td>$1,415,047</td>
<td>$1,592,040</td>
</tr>
<tr>
<td>Sales Tax - Clerk</td>
<td>$12,500</td>
<td>$12,500</td>
<td>$12,500</td>
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<tr>
<td>Interest Charges</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Other Fines</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Earnings on Investments</td>
<td>$21,000</td>
<td>$21,000</td>
<td>$21,000</td>
</tr>
<tr>
<td>5311 FTA 5311 Admin. &amp; Operating Grant</td>
<td>$192,720</td>
<td>$192,720</td>
<td>$211,992</td>
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<tr>
<td><strong>Total Revenues:</strong></td>
<td>$1,615,220</td>
<td>$1,646,767</td>
<td>$1,843,032</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
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<tr>
<td>Photocopies</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
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<tr>
<td>Equipment Under $4,000</td>
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<td>Travel - Transportation</td>
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<td>Travel - Meals</td>
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<td>Travel - Lodging</td>
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<tr>
<td>Legal Services</td>
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<tr>
<td>Contracted Temporary Help - Marcy &amp; RAE</td>
<td>$1,500</td>
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</tr>
<tr>
<td>Contracted Svcs - GPS, Poponi, Consultants</td>
<td>$45,000</td>
<td>$45,000</td>
<td>$50,000</td>
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<tr>
<td>Management Services - Truex</td>
<td>$34,000</td>
<td>$70,000</td>
<td>$72,100</td>
</tr>
<tr>
<td>Professional Services - Airplanners</td>
<td>$66,000</td>
<td>$66,000</td>
<td>$66,000</td>
</tr>
<tr>
<td>Meetings - Registrations</td>
<td>$300</td>
<td>$600</td>
<td>$300</td>
</tr>
<tr>
<td>State Fees</td>
<td>$20,000</td>
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<tr>
<td>Treasurer's Fees</td>
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<tr>
<td>Rental - Buildings &amp; Land</td>
<td>$47,200</td>
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</tr>
<tr>
<td>Advertising &amp; Legal Notices</td>
<td>$17,500</td>
<td>$17,460</td>
<td>$17,500</td>
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<tr>
<td>Dues &amp; Memberships</td>
<td>$2,000</td>
<td>$1,925</td>
<td>$2,000</td>
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<tr>
<td>Auditing</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Insurance &amp; Bonds</td>
<td>$4,400</td>
<td>$3,167</td>
<td>$4,400</td>
</tr>
<tr>
<td>Investment Commissions/Fees</td>
<td>$50</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>Transfer to County General Fund</td>
<td>$10,000</td>
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<td>$10,000</td>
</tr>
<tr>
<td>Bus Stop Maintenance</td>
<td>$5,000</td>
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</tr>
<tr>
<td>5311 Management Services - Truex</td>
<td>$68,000</td>
<td>$70,000</td>
<td>$72,100</td>
</tr>
<tr>
<td>5311 Diesel Fuel</td>
<td>$114,375</td>
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<td>$130,000</td>
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<tr>
<td>5311 CNG Fuel</td>
<td>$38,125</td>
<td>$42,125</td>
<td>$77,000</td>
</tr>
<tr>
<td>5311 Repair &amp; Maintenance - Vehicles</td>
<td>$147,000</td>
<td>$147,000</td>
<td>$159,000</td>
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<tr>
<td>5311 Purchased Transportation Services</td>
<td>$795,000</td>
<td>$861,233</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>$1,482,650</td>
<td>$1,585,835</td>
<td>$1,807,250</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ending General Fund Balance</strong></td>
<td>$1,041,005</td>
<td>$993,198</td>
<td>$1,028,980</td>
</tr>
</tbody>
</table>
### RTA Capital Reserve Fund
**2019 Draft Budget**

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$468,013</td>
<td>$468,013</td>
<td>$445,513</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5339 5311/5399/FASTER Capital Grant Funds from RTA General Fund</td>
<td>$571,200</td>
<td>$562,000</td>
<td>$1,174,400</td>
</tr>
<tr>
<td></td>
<td>$450,000</td>
<td>$450,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Capital Fund Revenues</td>
<td>$1,021,200</td>
<td>$1,012,000</td>
<td>$1,474,400</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5339 Bus Purchase</td>
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<tr>
<td>Bus Stop Improvements</td>
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<td>$140,000</td>
</tr>
<tr>
<td>Capital Fund Expenditures</td>
<td>$954,000</td>
<td>$1,034,500</td>
<td>$1,608,000</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$535,213</td>
<td>$445,513</td>
<td>$311,913</td>
</tr>
</tbody>
</table>

### RTA Air Command Fund
**2019 Draft Budget**

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$1,364,773</td>
<td>$1,403,148</td>
<td>$1,590,332</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds from RTA General Fund</td>
<td>$1,050,000</td>
<td>$1,050,000</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>RTA Air Command Fund Revenues</td>
<td>$1,050,000</td>
<td>$1,050,000</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
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<tr>
<td>Airline Guarantees - Winter 17-18</td>
<td>$571,415</td>
<td>$571,415</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>Airline Guarantees - Summer</td>
<td>$300,000</td>
<td>$280,622</td>
<td>$250,000</td>
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<tr>
<td>Buy Down Programs</td>
<td>$100,000</td>
<td>$10,779</td>
<td>/</td>
</tr>
<tr>
<td>RTA Air Command Fund Expenditures</td>
<td>$971,415</td>
<td>$862,816</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$1,443,358</td>
<td>$1,590,332</td>
<td>$1,190,332</td>
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</tbody>
</table>

### RTA Senior Transportation Fund
**2019 Draft Budget**

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$166,665</td>
<td>$175,229</td>
<td>$247,729</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds from RTA General Fund</td>
<td>$266,500</td>
<td>$266,500</td>
<td>$277,000</td>
</tr>
<tr>
<td>Senior Transportation Fund Revenues</td>
<td>$266,500</td>
<td>$266,500</td>
<td>$277,000</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$206,000</td>
<td>$194,000</td>
<td>$210,000</td>
</tr>
<tr>
<td>Senior Transportation Fund Expenditures</td>
<td>$206,000</td>
<td>$194,000</td>
<td>$210,000</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$227,185</td>
<td>$247,729</td>
<td>$314,729</td>
</tr>
</tbody>
</table>

### RTA Total Revenues and Expenditures
**2019 Draft Budget**

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>2018 Budget</th>
<th>2018 Projected</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$2,907,906</td>
<td>$2,978,656</td>
<td>$3,276,772</td>
</tr>
<tr>
<td>Revenues:</td>
<td>$3,952,920</td>
<td>$3,975,267</td>
<td>$4,894,432</td>
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<tr>
<td>Expenditures:</td>
<td>$3,614,065</td>
<td>$3,677,151</td>
<td>$5,125,250</td>
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<tr>
<td>Ending Fund Balance</td>
<td>$3,248,761</td>
<td>$3,276,772</td>
<td>$2,845,954</td>
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</table>

### RTA Summary of all Funds
**2019 Draft Budget**

<table>
<thead>
<tr>
<th>Fund Balances</th>
<th>2018 Actual</th>
<th>Year End 2018</th>
<th>Year End 2018</th>
<th>Year End 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted General Fund Balance</td>
<td>$932,286</td>
<td>$1,041,005</td>
<td>$993,198</td>
<td>$1,028,980</td>
</tr>
<tr>
<td>Air Command Fund Balance</td>
<td>$1,403,148</td>
<td>$1,443,358</td>
<td>$1,590,332</td>
<td>$1,190,332</td>
</tr>
<tr>
<td>Senior Transportation Fund Balance</td>
<td>$175,229</td>
<td>$227,185</td>
<td>$247,729</td>
<td>$314,729</td>
</tr>
<tr>
<td>Capital Reserve Fund Balance</td>
<td>$466,013</td>
<td>$535,213</td>
<td>$445,513</td>
<td>$311,913</td>
</tr>
<tr>
<td>Total Fund Balance</td>
<td>$2,978,656</td>
<td>$3,248,761</td>
<td>$3,276,772</td>
<td>$2,845,954</td>
</tr>
</tbody>
</table>
Approval of bus window art for the Center for the Arts:

We received a request from the Crested Butte Center for the Arts to advertise on our bus windows. The artwork submitted is below:

The advertising policy requires Board approval and is as follows:

**POLICY REGARDING ADVERTISEMENTS ON BUSES**

The Gunnison Valley Transportation Authority (RTA) desires to utilize its fleet of buses to promote valley-wide interests as expressed through governmental entities within its jurisdiction, including WSCU, and local non-profit entities. To achieve this goal, the RTA authorizes signs to be placed on the exterior of its bus windows under the following conditions:

1. The governmental or non-profit entity must make a presentation to the Board and obtain Board approval for the proposed signage. Such approval shall be valid for up to three years.
2. The sign(s) must be made of perforated vinyl designed to be see-through from the interior of the bus.
3. The sign(s) must be provided by and paid for by the entity desiring to advertise.
4. Each sign must fit within each side window of a bus and entirely cover the window.
5. Sign(s) must be applied by a professional installer and removed by entity staff under the direction of Alpine Express no later than three years after approval (unless an extension is granted by the Board).

After the adoption of this policy, the following guidelines may apply:

1. WSCU may advertise in all appropriate windows of 1 bus and in one window of each remaining bus;
2. Other governmental entities and non-profit entities may advertise in one window of each remaining bus (anticipated to be 6 buses).

If the Board agrees, then staff recommends a motion to authorize the Center for the Arts to place the artwork presented on one window of each of the RTA buses excluding bus #88 per the Policy Regarding Advertising on Buses.
Discussion regarding possible land purchase with Mt. Express at Whetstone Park:

The Whetstone Industrial Park was recently approved, and lots are now available for sale. The Park is located just south of the Riverland Industrial Park on Hwy 135 about two miles south of Crested Butte.

Both Mt. Express and the RTA may have future needs for bus storage in the north end of the valley. Mt. Express is outgrowing its facility and the RTA has submitted a project for bus storage in the north end of the valley to CDOT for future consideration.

This would be a long-term project, but staff feels that it would be prudent to consider purchasing a lot jointly with Mt. Express now to plan for the future when these needs may arise.

We have looked at the development and have identified a parcel which could work well for both entities needs in the future. The lot will have about 1 acre of flat land.

This is the plat for the park and we are looking at Lot 16.
We would need to ask the developer to identify the lot as industrial use at the time of purchase to ensure that we can use the lot for parking buses both inside and outside.

The lot likely has enough room for a ten-bay facility. The RTA has a likely future need of up to three storage bays for buses. The Mt. Express could likely use three or four bays in the mid-term and up to six overall. We also think it makes sense to consider providing a bay to CDOT at some point in the future to entice them to consider starting the Denver bus in Crested Butte instead of Gunnison.

We have been able to reserve the lot until after the Board Meeting and our share would be $225,000 plus any closing costs. The funds would come from our capital reserve and would likely affect our capital plan.
Our current 5-year capital plan is below:

<table>
<thead>
<tr>
<th>RTA Five year Capital Plan</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Capital Fund Balance</td>
<td>$468,013</td>
<td>$445,513</td>
<td>$1,913</td>
<td>$913</td>
<td>$150,913</td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From RTA General Fund</td>
<td>$450,000</td>
<td>$300,000</td>
<td>$350,000</td>
<td>$300,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Grant Revenues</td>
<td>$562,000</td>
<td>$1,174,400</td>
<td>$603,000</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$1,012,000</td>
<td>$1,474,400</td>
<td>$953,000</td>
<td>$300,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Planned Capital Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus # for Replacement:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Stop Improvements at:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TT &amp; Ohio Creek</td>
<td>$702,500</td>
<td>$1,468,000</td>
<td>$754,000</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>RL, RB, &amp; BC</td>
<td>$332,000</td>
<td>$450,000</td>
<td>$200,000</td>
<td>$150,000</td>
<td>$-</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$1,034,500</td>
<td>$1,918,000</td>
<td>$954,000</td>
<td>$150,000</td>
<td>$-</td>
</tr>
<tr>
<td>Ending Capital Fund Balance</td>
<td>$445,513</td>
<td>$1,913</td>
<td>$913</td>
<td>$150,913</td>
<td>$450,913</td>
</tr>
</tbody>
</table>

If we were to purchase the land, we would likely have to push some of our projects out a year or so. Here is a potential alternative plan with the land purchase:

<table>
<thead>
<tr>
<th>RTA Five year Capital Plan with land purchase</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Capital Fund Balance</td>
<td>$468,013</td>
<td>$220,513</td>
<td>$76,913</td>
<td>$71,113</td>
<td>$21,113</td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From RTA General Fund</td>
<td>$450,000</td>
<td>$300,000</td>
<td>$325,000</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
<tr>
<td>Grant Revenues</td>
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<td>$1,174,400</td>
<td>$603,200</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$1,012,000</td>
<td>$1,474,400</td>
<td>$928,200</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
<tr>
<td>Planned Capital Expenditures</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Bus # for Replacement:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Stop Improvements at:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TT &amp; Ohio Creek</td>
<td>$702,500</td>
<td>$1,468,000</td>
<td>$754,000</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>82</td>
<td>$332,000</td>
<td>$150,000</td>
<td>$180,000</td>
<td>$400,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>RL, RB, &amp; BC</td>
<td>$225,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>84 &amp; 83 Riverland</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUS 81</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
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<td>$1,618,000</td>
<td>$934,000</td>
<td>$400,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Ending Capital Fund Balance</td>
<td>$220,513</td>
<td>$76,913</td>
<td>$71,113</td>
<td>$21,113</td>
<td>$221,113</td>
</tr>
</tbody>
</table>

If the Board is interested in pursuing this purchase, we would recommend a **motion to authorize the Board Chair to enter into a contract for the purchase of the lot jointly with Mt. Express with the condition that the lot be identified for industrial use by the developer and that the RTA contribute no more than $225,000 plus reasonable closing costs for the purchase out of the Capital Fund.**
RESOLUTION NO. 2
SERIES 2018

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY, AUTHORIZING THE PURCHASE OF REAL PROPERTY FOR THE USE OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY

WHEREAS, the Gunnison Valley Transportation Authority (“GVTA”) intends to contract to purchase from the developer of the Whetstone Industrial Park, a parcel of real property described as:

Lot 16, Whetstone Industrial Park, according to the plat thereof filed ______________, 2018, and recorded at reception number ________, County of Gunnison, State of Colorado; and

WHEREAS, the GVTA has committed to paying one-half ($225,000.00) of the purchase price of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00), and one-half of the closing costs; and

WHEREAS, Mountain Express has committed to paying one-half of the purchase price and one-half of the closing costs; and

WHEREAS, the Commitment for Title Insurance to be issued to the GVTA and Mountain Express in connection with the above, will contain a requirement that the GVTA pass a Resolution authorizing the purchase of the subject property and indicating the name of the officer of the GVTA authorized to sign documents and execute instruments affecting title to the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GUNNISON VALLEY TRANSPORTATION AUTHORITY, that:

Section 1. The GVTA is authorized to purchase the subject property from the Developer of the Whetstone Industrial Park, as co-owner with Mountain Express.

Section 2. The Board hereby authorizes John Messner, Board Chair, to sign all documents necessary to complete the purchase of the aforementioned property, and to execute instruments affecting title to the property.
Section 3. The GVTA hereby authorizes the expenditure of funds necessary to meet the terms and obligations of purchasing said property, and paying closing costs as set forth above.

INTRODUCED, READ, PASSED AND ADOPTED by the GVTA, this 8th day of June, 2018.

(SEAL)

___________________________________
John Messner, Chair

___________________________________
Leia Morrison, Secretary
Discussion regarding IGA with Mountain Express for joint ownership of land and use of land at Whetstone Industrial Park:

RTA staff met with Mountain Express staff and we are in agreement about the following items which we need to put into an IGA:

- We plan to purchase a one-acre parcel at Whetstone Industrial Park
  - We are currently looking at Lot 16.
  - The price will be $450,000 and will be split evenly.
  - At closing, we must have the developer indicate that the lot is intended for industrial use so that we can park vehicles there. We don’t believe that the “light industrial” designation will work for us. This information came from the developer’s realtor.
- We agree to use land only for bus storage (both indoor and outdoor) and light maintenance of vehicles such as filling tires with air, adding fluids, etc.
  - No bus washing to be allowed.
  - Additional uses by mutual agreement.
- We understand that under the LUR, 10,000 square feet of building is allowed on the property
- We agree that each entity shall have the right to build 5,000 square feet at any time
  - Costs of construction if done at the same time will be split based upon square footage
  - If we agree, one may transfer some of their square footage to the other.
  - Agreement must be reached regarding location of buildings to ensure that both of us can build what we want in the future.
- We will build a security fence with an electric gate, as well as a light pole during the spring or summer of 2019 in order to have a secure place to store buses and we will split the cost of the fence, gate and light pole.
- Both of us must agree if we want to sell the land in the future.
- We will split the cost of HOA fees, insurance costs, and special assessments evenly to start and then based upon square footage of buildings in the future.
  - If one entity builds before the other, then they will pay 75% of these costs.
- Plowing costs will be borne by the entity storing buses on the lot. If both entities store buses during a winter, then plowing costs will be split based upon number of buses stored by each of us (whether storage is indoor or outdoor). The number of buses will be determined by the maximum number of buses regularly stored on the property during the winter season.
- Each of us will pay for our own utilities and garbage removal.
- Kathy will be the attorney for the RTA and will draft the contract
  - The Mt. Express will hire separate council for this project to represent them and suggest any edits to the contract.

The staff requests a **motion to authorize the Board Chair to sign an IGA with Mountain Express per the above items** (and any other items that the Board would like to add/amend).
Authorization of revised contract with AEX, Inc dba Alpine Express for transportation services:

Per our previous discussions, we have drafted a new contract to replace the old contract to more accurately reflect the way we are doing business.

Here is a summary of consequential amendments to the RTA contract with Alpine Express:

- Contract starts on 11/17/18 and replaces the contract dated 11/17/15 as amended.
- Term is for one year with seven one-year extensions possible.
- References to deviations to CB South are removed since we now go to CB South on all except express runs.
- RTA selects levels of service at least 6 weeks prior to schedule changes.
- The fleet is updated and is described as seven (7) forty-five to fifty-seven (45-57) passenger transit buses.
- The references to converting facilities to be CNG compatible are removed.
- The various schedules and payments for running them are amended to reflect current reality.
  - The previous contract referenced three to fourteen trips daily.
  - The amended contract will reference eight to twenty-five trips daily.
- Prices for other services are updated to current pricing.
- Bus storage is amended to include all indoor storage at the south end of the valley.
  - Four buses will be stored inside year-round.
    - Up from three for spring, summer, and fall.
    - This will allow for better cleaning and maintenance of the vehicles.
  - Outdoor storage is required for buses when idle at the north end of the valley.
  - The seventeen trip express schedule will include an early morning dead-head run for a total of eighteen trips.
- Alpine will clean and clear snow from all bus stops for $50 per week.
- The RTA may decide to collect fares.
  - RTA would be responsible for obtaining and installing fare collection boxes.
  - Alpine would collect and keep the fares.
    - Alpine would keep 5% of the fares collected for an administration fee and credit the remainder to the monthly invoices to the RTA.
- Alpine will maintain buses according to the RTA Fleet Asset and Maintenance Plan adopted December 15, 2017 as amended.
- Alpine will carry insurance on all RTA vehicles and RTA will reimburse Alpine for the cost of the insurance.
  - New contract requires that each bus be insured for its value as defined by a 12-year straight line depreciation.
  - The City of Gunnison will also be named as additional insured on the policies.
- Renewal
Contract automatically renews on November 17th if no action is taken by June 15th.

Current contract allows for a Seven renewal periods possible.
  - This is a result of our request to Alpine when we invested in their building.

Pricing will increase based upon the CPI for all items less energy.

In the event ALPINE gives notice of intent to terminate the Agreement prior to renewal of any term, the parties agree that RTA shall receive prorated payment from ALPINE as compensation for RTA’s contribution to the facility upgrades made to accommodate CNG buses as follows:
  - Terminate in 2019 = $76,374.00
  - Terminate in 2020 = $63,644.00
  - Terminate in 2021 = $50,915.00
  - Terminate in 2022 = $38,184.00
  - Terminate in 2023 = $25,454.00
  - Terminate in 2024 = $12,724.00

Early Termination
  - Previous contract allowed for 60 days.
  - This contract will only allow for termination upon default.
  - The only way to exit the contract without default by either side will be to notify by June 15th as described above.

The new Contract and Exhibits are on the following pages.
TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____________, 2018, by and between GUNNISON VALLEY TRANSPORTATION AUTHORITY, a political subdivision of the State of Colorado, formed pursuant to the Regional Transportation Authority Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, whose address is P. O. Box 39, Crested Butte, Colorado 81224 (“RTA”), and AEX, INC., a Colorado corporation, doing business as Alpine Express, whose address is P. O. Box 1250, Gunnison, Colorado 81230 (“ALPINE”). THIS AGREEMENT replaces the Transportation Service Agreement between RTA and ALPINE dated November 17, 2015 as amended.

R E C I T A L S:

1. RTA is a regional transportation authority formed for the purposes of enhancing public transportation within its boundaries.

2. ALPINE is in the business of providing public transportation utilizing motor vehicles including buses, and holds all licenses, permits, and approvals necessary to provide the transportation services described herein to the public.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM. The term of this agreement shall commence November 17, 2018, and terminate on November 16, 2019, unless earlier terminated as provided in paragraph 22 of this agreement (the “Initial Term”). This agreement may be renewed for seven (7) successive one (1) year terms as provided in paragraph 15 of this agreement (each a “Renewal Term”).

2. TRANSPORTATION SERVICE. During the Term and all Renewal Terms, ALPINE shall provide scheduled passenger bus service between the City of Gunnison and the Town of Mt. Crested Butte, in both directions, in accordance with the Route for Service set forth on Exhibit 1, attached hereto and incorporated herein by this reference (the “Service” or “Services”). During the Term and all Renewal Terms, the Service shall be provided in accordance with the Trip Schedule set forth in Exhibit 2, attached hereto and incorporated herein by this reference, beginning November 17 of each year, and continuing daily through November 16 of the following year. RTA shall select the frequency of Service to be provided for any Renewal Term. RTA shall give ALPINE no less than six (6) weeks’ written notice of the level of service selected for a specific Renewal Term. During the Term and any Renewal Term, RTA reserves the right to change the frequency of Service upon no less than six (6) weeks’ written notice to ALPINE, and ALPINE agrees to provide such frequency of Service. The Service described herein shall be provided to members of the public. Nothing in this Agreement shall prohibit the parties from reducing the six (6) week written notice required for changing the level of service upon mutual agreement of the parties.

3. COMMUTER BUS SERVICE. ALPINE and RTA agree that the Service meets the definition of Commuter Bus under Federal transit laws, specifically 49 CFR 37.3. As such, the ADA does not require complementary paratransit to be provided in conjunction with this service.
4. **EQUIPMENT.** ALPINE shall provide the Service utilizing the seven (7) forty-five to fifty-seven (45-57) passenger transit buses currently owned by the RTA, any new buses procured by the RTA during the Term or any Renewal Term, and less any buses retired from service by the RTA in the future. RTA hereby leases said buses to ALPINE for the Term and any Renewal Term for the rental sum of One Dollar ($1.00) per bus, the receipt and sufficiency of which is hereby acknowledged. Said leases are attached hereto and incorporated herein as Exhibit 5. ALPINE shall use said buses solely to provide the Service and shall not use said buses for any other purpose or to provide any transportation services other than as described herein. The buses shall bear the RTA name and logo and ALPINE’s telephone number associated with the Service. In the event there are insufficient RTA leased buses to provide the Services at the RTA’s designated frequency due to mechanical problems or otherwise, ALPINE is authorized to substitute substantially similar buses owned by ALPINE (if available) to provide the Service.

5. **PAYMENT FOR SCHEDULED TRANSPORTATION SERVICE.** In consideration of ALPINE providing the Service and other associated services as provided herein, ALPINE shall be compensated in accordance with the following schedule:

**Twenty Five Trip Express Schedule:**
Price per day to provide Service with 35 stops at Red Mountain Park in CB South $4,513.89

**Twenty Four Trip Express Schedule:**
Price per day to provide service with 34 stops at Red Mountain Park in CB South $4,334.40

**Twenty Three Trip Express Schedule:**
Price per day to provide service with 32 stops at Red Mountain Park in CB South $4,154.91

**Twenty Two Trip Express Schedule:**
Price per day to provide service with 30 stops at Red Mountain Park in CB South $3,975.43

**Twenty One Trip Express Schedule:**
Price per day to provide service with 28 stops at Red Mountain Park in CB South $3,795.94

**Twenty Trip Express Schedule:**
Price per day to provide service with 29 stops at Red Mountain Park in CB South $3,616.45

**Seventeen Trip Express Schedule*:**
Price per day to provide service with 26 stops at Red Mountain Park in CB South $3,077.99

*Note: This schedule runs 18 trips due to dead-head runs (See Exhibit 2)

**Seventeen Trip Schedule:**
Price per day to provide service with 34 stops at Red Mountain Park in CB South $3,117.50

**Thirteen Trip Schedule:**
Price per day to provide service with 26 stops at Red Mountain Park in CB South $2,368.13

**Eleven Trip Schedule:**
Price per day to provide service with 22 stops at Red Mountain Park in CB South $1,709.77
Eight Trip Schedule:
Price per day to provide service with 16 stops at Red Mountain Park in CB South $1,445.12

Use of ALPINE-owned Vehicles:
The base rate set forth in this paragraph 5 plus $87.28 additional per round trip, with no additional charges for fuel for ALPINE-owned vehicles

Additional Trips on Regular Route:
Price per trip for each additional round trip not included in the above scenarios (this price is for times when an extra RTA bus may be needed and is available or when a schedule is designed that includes extra trips) $179.49 (per round trip)

Mechanic Labor:
Price per hour for ALPINE’s mechanics to work on RTA buses – beyond the regular maintenance described in paragraph 9: $62.36

Bus Storage:
Annual fee for indoor storage for four buses at ALPINE facilities, including year-round and outdoor storage within three miles of Crested Butte for as many buses as necessary to run the schedule at the time of Service: $48,418.79 (paid in installments of $4,034.90 per month). All ALPINE facilities used to store CNG-fueled buses leased from the RTA will be CNG-compliant facilities.

Bus-Stop Maintenance:
ALPINE shall clean and clear snow from all bus stops along the Service route in the City of Gunnison and along Hwy 135 on a weekly basis at the rate of $50.00 per week for all stops. Cleaning shall consist of sweeping inside shelters, making sure the stop is free of snow and clutter and removing unauthorized signs/stickers.

ALPINE shall invoice RTA in accordance with the above schedule by the 5th day of the month following the month Services are provided. The invoice for bus storage shall be separate from the invoice for all other services provided by ALPINE. RTA will pay ALPINE for the Services provided and bus storage by the 21st day of the month following the month Services are provided.

6. FUEL. RTA shall provide and pay for the necessary fuel to provide the Services described herein. ALPINE shall be responsible for fueling the buses and shall utilize the fueling facilities selected by RTA. In the event that ALPINE uses its vehicle(s) as provided for in paragraph 5 (above), then ALPINE will be responsible for the cost of fuel.

7. FARE COLLECTION AND ACCOUNTING. RTA reserves the right to offer the Services described herein free to the public, or in the alternative, to charge a fare for such Services. In the event that RTA elects to charge a fare, ALPINE will collect such fares utilizing secure fare collection boxes provided by the RTA and installed in all RTA-owned buses. The revenue provided by such fares shall be deposited into an account owned by ALPINE. Monthly, in conjunction with the invoicing for Services provided in the prior month, ALPINE shall render a true and correct accounting of the fare revenue to RTA and shall credit 95% of the amount of
fare revenue against ALPINE’S charges for the services provided. The incremental 5% of fare revenue shall be retained by ALPINE in exchange for administration of fare collection.

8. **SIGNS AND BROCHURES.** ALPINE shall place RTA-approved signs at the passenger pick-up points listed on Exhibit 1, displaying the approximate departure times for the Services required herein. If requested by RTA, ALPINE will further print and distribute RTA-approved brochures advertising the Services required herein. RTA will reimburse ALPINE all costs incurred for the signs and the printing of the brochures, together with an amount equal to ten per cent (10%) of the costs incurred by ALPINE, up to a maximum amount of Five Hundred Dollars ($500.00). ALPINE shall present RTA with all invoices for the costs incurred with respect to the signs and the printing of the brochures for which reimbursement is sought. Any expense in this regard in excess of Five Hundred Dollars ($500.00) shall be submitted to the RTA for its approval prior to expenditure.

9. **ROUTINE BUS MAINTENANCE.** In addition to the Services, during the Term and any Renewal Term, ALPINE shall perform the following described maintenance services upon the RTA leased buses, at ALPINE’s cost and expense:

   a. Changing oil, oil filters, and fuel filters every 7,500 miles;
   b. Changing transmission fluid and filters every six months or 60,000 miles, whichever occurs first;
   c. Changing air filters every six months;
   d. Replacing light bulbs and lenses, wiper blades, and belts as necessary;
   e. Keeping all fluids (washer, coolant, oil, transmission, and power steering) full as needed;
   f. Repairing fluid or air leaks which take four hours or less in labor and Two Hundred Dollars ($200.00) or less in cost of parts to repair;
   g. Replacing heater fans as needed;
   h. Other minor repairs that cost Two Hundred Dollars ($200.00) or less in labor and parts;
   i. Perform a daily vehicle inspection and complete a bus driver inspection report;
   j. Perform an Annual Vehicle Inspection Report required by 49 CFR 396 every 15,000 miles of operation, or annually, whichever occurs first;
   k. Perform daily cleaning of the interior and exterior of the buses, prior to or at the end of each service day.

Written records of all maintenance procedures and inspections shall be kept by ALPINE and copies thereof shall be provided to RTA upon request and at the end of the Term and any Renewal Term. RTA reserves the right to inspect any bus at any time to determine whether the bus is being kept clean to the satisfaction of the RTA.

ALPINE shall maintain all RTA leased buses according to the schedules described in the GVTA Fleet Asset and Maintenance Plan adopted December 15, 2017 as amended.

10. **INVENTORY.** ALPINE may purchase and be reimbursed by RTA for up to $10,000.00 in parts inventory for bus maintenance and repair as required by this Agreement. ALPINE shall invoice the RTA for such purchased inventory and shall provide a monthly invoice showing parts utilized and associated cost of the item. Parts in inventory shall be transferred to the RTA or the new provider at the end of the Term or last Renewal Term.
11. **MAJOR BUS MAINTENANCE.** All bus maintenance, other than that set forth in paragraph 9 above, shall be the financial responsibility of the RTA. The RTA shall have the sole discretion to determine what repairs are to be made and who shall perform such repairs. No such repairs shall be made without the express consent of the RTA. If the RTA elects to have ALPINE perform any such repairs, ALPINE shall be paid its mechanic labor rate as set forth in Section 5 above and the cost of parts. If the bus needs to be delivered to and/or retrieved from a location other than an ALPINE owned or leased facility in Gunnison County, Colorado, for repair, ALPINE shall be compensated at the rate of $50.00 per hour of driving time for the delivery and retrieval of the bus. If the bus needs to be delivered to and retrieved from a location outside of Gunnison County, Colorado, in addition to the hourly rate specified above, ALPINE shall also be reimbursed the costs of any necessary driver transportation, meals, and lodging.

12. **WARRANTY.** All maintenance and repairs of RTA buses, including major bus maintenance, undertaken by ALPINE shall be warranted against defects in materials and workmanship to the extent that should a part or repair fail and such failure be determined to be due to a failure in workmanship by ALPINE, ALPINE shall either remedy the failure at no cost or arrange for proper repair or maintenance at its expense. The warranty for major repairs shall be limited to twelve (12) months or twelve thousand miles (12,000) on the associated vehicle following the repair, whichever period occurs first. For all other repairs, the warranty shall be limited to thirty (30) days or at least one thousand miles (1,000) on the associated vehicle following the repair, whichever period is longer. By way of example but not limitation, major repairs shall include engine rebuilds, transmission work, and turbo charger replacement. Should a part fail through no failure of workmanship by ALPINE, ALPINE will assist the RTA to obtain the benefits of any applicable parts warranty.

13. **INSURANCE.** During the Term and any Renewal Term, ALPINE shall carry and maintain (a) comprehensive casualty insurance insuring all leased buses against loss or damage by fire, collision, or any other risk covered by standard comprehensive coverage endorsement then in use in Colorado, and any other risks reasonably required by RTA, in an amount of not less than the total value of all leased buses after straight line depreciation over a period of twelve years; (b) general liability insurance with aggregate limits of at least $5,000,000.00 per occurrence for personal injury (including, without limitation, bodily injury and death) and/or property damage; (c) comprehensive automobile liability coverage provided on an occurrence basis, covering all owned, hired, rented, and non-owned vehicles with a combined single limit coverage of not less than $5,000,000.00 for each occurrence of personal injury (including, without limitation, bodily injury and death) and/or property damage; and (d) workman’s compensation insurance as required by Colorado state law. ALPINE shall cause RTA, the State of Colorado, the City of Gunnison, and all authorized contract users to be named as additional insureds on the policies of insurance described in (a), (b), and (c) above. All such policies shall be primary over any other valid and collectable insurance. Such policies shall provide that the policies shall not be cancelled or materially modified without first giving no less than thirty (30) days’ written notice to RTA. ALPINE shall provide RTA with a certificate showing compliance with this paragraph.

The RTA shall reimburse ALPINE for the cost of carrying the insurance for the leased buses as described in this paragraph.
14. **PERMITS, LICENSES, AND REGULATORY COMPLIANCE.** At all times during the term of this agreement, ALPINE shall maintain in full force and effect all governmental permits and licenses necessary for it to provide the Services required by this agreement. RTA shall register all vehicles leased to ALPINE pursuant to this Agreement. All drivers employed by ALPINE to provide the Service shall have a valid Class B commercial driver’s license from the State of Colorado and be in compliance with all State and Federal laws and regulations, including, but not limited to, the Federal transit laws codified at 49 U.S.C., Chapter 53, and 49 CFR 5, 27, 37, 38, and 655. Each driver employed by ALPINE to operate the buses shall agree, in writing, to comply with the Drug and Alcohol Misuse Regulations at 49 CFR 655.

In furtherance hereof, ALPINE agrees to provide the Services in compliance with its Technical Proposal submitted to and approved by RTA, a copy of which is attached hereto and incorporated herein by this reference as Exhibit 3. Further, ALPINE agrees that the Federal and State Certifications contained in Exhibit 4, attached hereto and incorporated herein, are a part of this agreement.

15. **RENEWAL.** Subject to the annual appropriation of funds by the RTA to provide the Services described herein, this Agreement shall automatically renew for seven (7) successive one-year terms (each a Renewal Term) unless written notice is given by RTA to ALPINE on or before June 15 of its intention to terminate this Agreement for the upcoming year. In the event this Agreement is not terminated, the dollar amounts of compensation set forth in paragraph 5 shall be adjusted for each Renewal Term in accordance with the following formula:

\[
\text{CPI for the 1st half of the year in which renewal is to occur} \times \text{Schedule of compensation in paragraph 5} = \text{Schedule of compensation for next Renewal Term}
\]

In the above formula, CPI means the Consumer Price Index for Denver-Boulder-Greeley; all items, less Energy, issued by the U.S. Department of Labor - Division of Labor Statistics.

In the event ALPINE gives notice of intent to terminate the Agreement prior to any Renewal Term, the parties agree that RTA shall receive prorated payment from ALPINE as compensation for RTA’s contribution to the facility upgrades at 905 W. Evans, Gunnison, CO 81230 made to accommodate CNG buses as follows:

- Terminate in 2019 = $76,374.00
- Terminate in 2020 = $63,644.00
- Terminate in 2021 = $50,915.00
- Terminate in 2022 = $38,184.00
- Terminate in 2023 = $25,454.00
- Terminate in 2024 = $12,724.00

16. **INDEMNIFICATION.** Each of the parties hereto agrees to indemnify, defend, and hold harmless the other party, its officers, directors, and employees, from and against any and all third-party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action,
judgments, fines, penalties, and expenses (including without limitation reasonable attorney’s fees) of any nature whatsoever arising out of or in connection with the indemnifying party’s performance of any action required by this Agreement.

17. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Colorado. Jurisdiction over any dispute or interpretation of this Agreement shall be in the District Court of the County of Gunnison, State of Colorado.

18. **ASSIGNMENT.** Neither party to this Agreement shall assign this Agreement or any interest herein without obtaining the prior written consent of the other party.

19. **ATTORNEY’S FEES.** If either party brings an action to interpret or enforce any provision of this Agreement, the prevailing party therein shall be entitled to recover all costs of such action, including reasonable attorney’s fees.

20. **WAIVERS AND AMENDMENTS.** This Agreement embodies the entire agreement and understanding of the parties and terminates and supersedes all prior agreements or understandings, whether written or oral, between the parties covering the subject matter hereof. The provisions of this Agreement shall govern all Services to be provided hereunder, and no addition, amendment, waiver, or modification to this Agreement shall be effective unless signed by a duly authorized representative of both ALPINE and RTA.

21. **SEVERABILITY.** In the event any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, with the remainder of this Agreement being enforced to the fullest extent possible.

22. **TERMINATION UPON DEFAULT.** This Agreement may be terminated prior to the end of the Term, or any Renewal Term, only for cause and upon default in the performance of this Agreement. If a default exists, the defaulting party will be notified in writing as set forth in paragraph 24 and shall have thirty (30) days to cure such default unless the parties agree that a longer time period is necessary. In the event of an uncured default, the other party may terminate this Agreement. Should RTA terminate this Agreement due to the uncured default of ALPINE, ALPINE agrees that liquidated damages are appropriate and are set at the price of the trip schedules(s) in place at the time of termination, for the number of days it takes the RTA to hire a new contractor. Should ALPINE terminate this Agreement due to the uncured default of the RTA, it shall be entitled to compensation earned up to and including the date of termination.

23. **RELATIONSHIP OF PARTIES.** For the purpose of this agreement, ALPINE is an independent contractor and shall not be deemed to be the agent, partner, employee, or joint venturer of the RTA.

24. **NOTICES.** Any notice required to be given by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given if delivered in person, transmitted by facsimile, sent by overnight delivery, or sent by certified mail, return receipt
requested, addressed to the other party at the addresses set forth herein. Either party will have the right to change its respective address for notice to any other location by giving at least five (5) business days’ prior written notice to the other party in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

GUNNISON VALLEY TRANSPORTATION AUTHORITY

By: ________________________________  
    John Messner, Chair

Attest:


AEX. INC., D/B/A ALPINE EXPRESS, A COLORADO CORPORATION

By: ________________________________  
    Landon Ogilvie, President

Attest:


Exhibit 1
Route Description – RTA Bus Service:

Major bus stops are indicated.

In Crested Butte the bus will stop at the Four-Way stop in both directions at the appropriate bus pullouts (Northeast of the intersection northbound and southwest of the intersection southbound). In Mount Crested Butte, the bus will stop at the Mountaineer Square transit center.

Between Gunnison and Crested Butte (in both directions), the bus will stop if flagged at the Tall Texan, Ohio Creek Stop (when completed) Almont, Red Mountain Park (except for express runs), Riverland, Brush Creek, and Riverbend.

In Gunnison, the bus will follow the route indicated below:
### Twenty-Five Trip Express Schedule:

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<tr>
<th>Schedule Name</th>
<th>Time</th>
<th>Northbound</th>
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**Notes:**
- Yellow block - Starts in Gunnison (0:15 a.m. - 2:27/2 round trips)
- Green block - Starts in Gunnison (6:00 a.m. - 2 round trips)
- Grey block - Starts in Gunnison (6:00 a.m. - 1/2 round trip)
- Orange block - Starts in Gunnison (6:00 a.m. - 1 round trip)
- Dark blue block - Starts in Gunnison at 6:00 a.m. - 3 round trips
- Purple block - Starts at Mt. CB at 3:13 p.m. - 1/2 round trips
- White block - Starts in Gunnison at 1:09 p.m. - 2 round trips
- Tan block - Starts in Gunnison at 6:00 a.m. - 3 round trips
- Light blue block - Starts in Gunnison at 6:00 a.m. - 4 round trips
- Crimson block - Starts in Gunnison at 6:00 a.m. - 5 round trips
- Tan block - Starts in Gunnison at 6:00 a.m. - 3 round trips

Two outdoor parking spaces required in the north end of the valley.
Two outdoor parking spaces required in the north end of the valley.
Two outdoor parking spaces required in the north end of the valley.
### Two outdoor parking spaces required in the north end of the valley.
Two outdoor parking spaces required in the north end of the valley.
Twenty Trip Express Schedule

One outdoor parking space required in the north end of the valley.
Seventeen Trip Express Schedule:

Note: This schedule has 18 trips due to the lack of indoor bus storage in Mt. CB. The 5:35 a.m. northbound and 10:50 a.m. southbound would be dead-head runs, but the parties agree to pick up passengers on these runs.

Two outdoor parking spaces required in the north end of the valley.
Three outdoor parking spaces required in the north end of the valley.
Thirteen Trip Schedule

Two outdoor parking spaces required in the north end of the valley.
Eleven Trip Schedule:

One outdoor parking space required in the north end of the valley.
### Eight Trip Schedule

#### Gunnison to Mt. Crested Butte

| Gunnison | 11th & Virginia | Virginia & Spruce | Safeway (Spence & Hwy 50) | Colorado & Hwy 50 | Westerm (Colorado & Ohio) | Enumer & Hwy 135 | Spencer & Hwy 135 | Tall Texan | Almost | CB South (Red Mt Park) | Riverbend | Brush Creek | Riverbend | Crested Butte 4-Way | Mt. CB Transit Center | Mt. CB Transit Center | Crested Butte Center | Crested Butte Center | Riverbend | Riverbend | Riverbend | CB South (Red Mt Park) | Almost | Tall Texan | Almost | Gunnison | Gunnison | Gunnison |
|----------|----------------|-------------------|---------------------------|--------------------|-------------------------|---------------------|---------------------|----------------|--------|------------------------|-----------|---------------|-----------|-------------------|------------------------|------------------------|-------------------|-------------------|-------------------|---------------|-------------|---------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|-------------|---------|
| 7:30 AM  | 7:33 AM        | 7:36 AM           | 7:38 AM                  | 7:40 AM            | 7:42 AM                | 7:44 AM            | 7:46 AM            | 7:48 AM        | 7:50 AM | 7:52 AM                | 7:54 AM    | 7:56 AM       | 7:58 AM   | 8:00 AM          | 8:02 AM                | 8:04 AM                | 8:06 AM          | 8:08 AM | 8:10 AM            | 8:12 AM    | 8:14 AM       | 8:16 AM   | 8:18 AM          | 8:20 AM                | 8:22 AM                      | 8:24 AM          | 8:26 AM | 8:28 AM            | 8:30 AM    | 8:32 AM       | 8:34 AM   |

#### Southbound

| Gunnison | 11th & Virginia | Virginia & Spruce | Safeway (Spence & Hwy 50) | Colorado & Hwy 50 | Westerm (Colorado & Ohio) | Enumer & Hwy 135 | Spencer & Hwy 135 | Tall Texan | Almost | CB South (Red Mt Park) | Riverbend | Brush Creek | Riverbend | Crested Butte 4-Way | Mt. CB Transit Center | Mt. CB Transit Center | Crested Butte Center | Crested Butte Center | Riverbend | Riverbend | Riverbend | CB South (Red Mt Park) | Almost | Tall Texan | Almost | Gunnison | Gunnison | Gunnison |
|----------|----------------|-------------------|---------------------------|--------------------|-------------------------|---------------------|---------------------|----------------|--------|------------------------|-----------|---------------|-----------|-------------------|------------------------|------------------------|-------------------|-------------------|-------------------|---------------|-------------|---------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|-------------|---------|
| 7:30 AM  | 7:33 AM        | 7:36 AM           | 7:38 AM                  | 7:40 AM            | 7:42 AM                | 7:44 AM            | 7:46 AM            | 7:48 AM        | 7:50 AM | 7:52 AM                | 7:54 AM    | 7:56 AM       | 7:58 AM   | 8:00 AM          | 8:02 AM                | 8:04 AM                | 8:06 AM          | 8:08 AM | 8:10 AM            | 8:12 AM    | 8:14 AM       | 8:16 AM   | 8:18 AM          | 8:20 AM                | 8:22 AM                      | 8:24 AM          | 8:26 AM | 8:28 AM            | 8:30 AM    | 8:32 AM       | 8:34 AM   |

- **Yellow Block**: Starts in Gunnison (06:30 a.m. - 2 round trips)
- **Orange Block**: Starts in Gunnison (06:40 a.m. - 1 round trip)
- **Orange Bus**: Orange bus park overnight in CB (outside)
- **Dark Blue Block**: Starts in Gunnison (07:00 a.m. - 1 round trip)
- **Gray Block**: Starts in Gunnison at 06:40 a.m. - 1 round trip
- **Red Block**: Starts in Gunnison (07:00 a.m. - 1 round trip)
- **Red Bus**: Red bus can be same bus as Orange Bus
- **Light Blue Block**: Starts in Gunnison at 07:00 a.m. - 1 round trip
- **Green Block**: Starts in Gunnison at 07:00 a.m. - 1 round trip

One outdoor parking space required in the north end of the valley.
Alpine Express is familiar with Gunnison Valley Transportation Authority Transit Policies and Procedures and has adhered to those policies during the current contract period. Any policy or procedure which has been added or modified in the current RFP will be incorporated into the appropriate phase of RTA operations in the event of a successful proposal. As a result all standards and qualifications listed in Technical Proposal below will meet or exceed above referenced policies and procedures.

A. Management and Staffing

Proposed staffing:

Manager- Stewart Johnson – President & General Manager, 2004 – Present. Mr. Johnson is responsible for overall company operations and management on a daily basis. All department heads report directly to Stewart and he has a detailed understanding of their operations. Furthermore he is a certified Defensive Driving Instructor, and Passenger Service and Safety Instructor. Stewart previously held the Title of Vice President at Crested Butte Mountain Resort in several capacities prior to his involvement with AEX, Inc.

Tina Brudzinski – Bookkeeping /Reservations Manager, 2012 – Present. Oversees all aspects of the reservation system, reservation agents and performs bookkeeping functions. Tina’s previous responsibilities include Human Resources various management positions and bookkeeping functions for various enterprises.


Operations Manager- To be filled with one of several internal well qualified candidates - This person will be responsible for driver training, driver files, record keeping and coordinating with the dispatcher daily operations.

John Frymoyer – Dispatcher, 2007 – Present. Responsibilities include all of dispatcher’s duties and assume the responsibilities of General Manager in the absence of Dispatcher and General Manager. John is also a RTA driver and has 10 years of management/ dispatch and driving experience.

John Zeikus- Master Technician 2004-Present- Responsibilities include maintenance and repair of all Alpine Express vehicles, recordkeeping, and parts ordering. John has over 20 years of automotive experience and ten years of bus experience with this firm. In addition, John is Federal Air Brake certified and is an ASE Master Technician.
Tyler Brown - Bus Technician 2014 to Present- Responsibilities include maintenance and repair of all Alpine Express vehicles and RTA buses. Tyler is a graduate of an Automotive/Diesel technical school and is well versed in diesel engine repair and maintenance. Tyler has four years of experience in diesel engine repair.

Drivers – The amount of drivers required to operate the service will vary with the number of round trips for a given season. Alpine Express anticipates using a mixture of existing drivers who have previous experience driving the RTA bus loop and a small number of newly hired drivers. Successful candidates will have a clean driving record acceptable to our insurance carrier, and a minimum of a valid Colorado Class B with a P endorsement driver’s license with no air brake restriction. Candidates must be at least 25 years of age in order to be accepted by insurance carrier. Additionally, candidates must possess good communication skills and be able to pass a criminal background check, driving test, pre-employment drug test, and possess a valid DOT medical certificate. Candidates will comply with Gunnison Valley Transportation Authority Transit Policies and Procedures regarding driver qualifications. Candidates must also have an ability to work with the public, inspect vehicles on a daily basis and maintain all required records. Other duties which will be required include cleaning and fueling buses on a daily basis, operation of ADA lifts, ensuring safe operation of the vehicle, and maintaining passenger safety at all times.

Staffing 14 round trips per day-
Currently the RTA is considering a 14 round trip per day schedule in the winter season. If this schedule is adopted AEX, Inc. will alter its staffing so that a RTA supervisor will come on duty with the first driver of the day in Gunnison. Such a change in timing of supervisory staff will allow for a quicker resolution of any problems encountered in the morning. In particular cold weather start up issues can be resolved in a timelier manner. In the event a bus is inoperable or has a problem near Gunnison a supervisor will be able to bring a replacement bus to the operator in a timely fashion. This will reduce the amount of time passengers would be waiting in cold weather. If needed this supervisor would be able to act a backup bus driver in the event a second bus was needed for an early morning route. This supervisor would then operate the third up valley bus that morning.

B. Employee Hiring, Training and Safety Program

Hiring standards as explained above will ensure that candidates with the necessary skills are employed. It is anticipated all drivers will be hired from within the Gunnison Valley area.

Two separate orientation sessions are held each year, one session in the late fall before the start of ski season and a session in the late spring before the start of the summer season. All returning drivers will attend a training session if they will be driving in the winter or summer/off season. Returning drivers will receive training on policies and procedures which pertain to RTA and Alpine Express. In addition, the following topics will be covered: vehicle inspection, general safety rules, company policy and hours of service regulations, emergency procedures, required record keeping, bus route, bus stops along each route, protocol for announcing stops and any other requirements. Field instruction on ADA lift operation will be demonstrated and practiced. All drivers will be trained in accordance with Gunnison Valley Transportation Authority Transit Policies and Procedures. Returning drivers will periodically receive a Defensive Driving Course.
New drivers will attend training sessions in the following areas after the hiring process is complete: National Safety Council Defensive driving course, Passenger Service and Safety instruction, Drug and Alcohol training. Drivers will also be trained on vehicle inspection, general safety rules, company policy, hours of service regulations, emergency procedures and required record keeping. Drivers will be shown each bus route and the stops along each route, and instructed in protocol for announcing stops and other requirements. New drivers will be instructed in safe operation of RTA vehicles and any operational quirks those vehicles may have. Field instruction on ADA lift operation will be demonstrated and practiced. All drivers will train in accordance with Gunnison Valley Transportation Authority Transit Policies and Procedures. A newly hired driver will ride with an experienced driver or a supervisor for a period of several hours in order to get an operational sense of the service delivered, bus route, any problem areas to be aware of and to become more familiar with vehicle and route. When the new driver is proficient and comfortable with the vehicle and the route, that driver will take over driving duties with an experienced driver or supervisor on board. The supervisor or experienced driver will monitor, coach and provide any support which may be needed during this final phase of training for new drivers. A new hire driver checklist is used to ensure that all drivers receive the same training and are proficient in all aspects of the position.

Refresher training shall occur on a periodic basis for specific training topics during the winter and summer seasons. These training sessions shall occur just before a driver’s shift begins, just after a driver’s shift has ended or during a non-driving period of a driver’s shift.

All drivers are monitored on a daily basis by General Manager, Dispatcher and/or Operations Manager to ensure safety practices are adhered to, driver is physically and mentally able to perform driving duties and driving skills are at an acceptable level.

Currently all Alpine Express vehicles and RTA buses have a unique identifying number, or identifying number is in the process of being acquired, which enables a motorist to report risky driver behavior or compliment a driver’s behavior to a toll-free number.

Above training program will meet or exceed FTA and CDOT policies and guidelines.

C. Operating Plan Introduction

Proposer understands the service plan and is comfortable with the concept. Gunnison Valley Transportation Authority Transit Policies and Procedures will be adhered to for all RTA operations.

Service shall be provided as follows:
Schedules - Drivers shall have a weekly schedule and check-in the day before their shift for any last minute changes.

Daily Operations - Each driver will report for duty approximately ½ hour before the start of their route. This allows adequate time for any last minute instructions, time to properly check out the vehicle, ensure that the vehicle is clean, has adequate fuel and drive to start of route. The number of drivers required will vary according to the number of round trips required that day. Drivers will be
required to wear an Alpine Express uniform, name tag and shall be neatly groomed. Ongoing or refresher training and safety meetings will be held before or after a driver’s shift or in between shifts. Vehicles will be stationed in Gunnison at the Crested Butte/Gunnison Airport lot, H&H building or at 905 W Evans if the RTA choses that storage option. One to two vehicles will be stored at our 510 Riverland Crested Butte shop in the event a bus needs to exchange for maintenance or repair purposes.

Oversight and supervision will be handled on a daily basis by the Manager, Operations Manager, Dispatcher. The above personnel will perform dispatcher duties, back up drivers as needed and assist when necessary to resolve complaints, breakdowns or any other operational issues. In the event of driver illness, the above personnel will need to fill in as driver or call in an off-duty driver to continue with the shift. Alpine Express typically has personnel, vehicles and radio contact at both ends of the valley to respond to any situation in a timely manner.

D. Maintenance Plan

Vehicles shall be maintained in the following manner:

Annual Inspection - Vehicles will receive an Annual Vehicle Inspection as per 49 CFR 396 every 15,000 miles.

Vehicle Maintenance - Routine maintenance will be performed as per manufacturers’ recommendations, in this case at 7500 mile intervals. Maintenance will be performed at our repair facility located at 510 Riverland Drive as per requirements listed in pages 19 and 20 of RFP. Each vehicle will have a maintenance plan and file detailing a schedule for maintenance and a record of repairs performed on each vehicle. Records of all maintenance and repairs will be kept and provided to RTA upon request and at the end of the contract.

Daily Vehicle Inspection Plan - Drivers will inspect their vehicles for each day as per attached “Bus Driver’s Vehicle Inspection Report” and DOT regulations. Inspection items which render the vehicle unsatisfactory will place that vehicle out of service. In this event, the vehicle will be marked with the appropriate sign and manager notified immediately. Manager/vehicle technician will determine course of action to repair vehicle or return to service. Recordkeeping protocols for vehicles out of service will be adhered to diligently.

Wheel chair lifts will be maintained by an in house technician as per manufacturers’ specifications. Above maintenance plan will meet or exceed Federal Motor Carrier Safety Regulations.

In the event a major repair is needed, such as the rebuilding of an engine, Alpine Express has the prior experience, tooling and repair space to perform such tasks. Several RTA bus engines have been successfully rebuilt by our staff.

Bus cleaning will be performed at our 510 Riverland drive facility or at overnight storage facility in Gunnison during the winter months. Our 510 Riverland facility is equipped with an indoor wash bay and is fully stocked with bus cleaning materials. Exterior bus cleaning in Gunnison will be done at a local carwash or indoors at 905 W Evans should that storage option be chosen by the RTA. Both interior and exterior of buses will be cleaned on a regular basis.
E. Dispatch and Communications

Two-way radios will be utilized for communication between drivers and dispatch. Alpine Express radio system is equipped with a repeater system which enables communication for the entire length of bus route. Dispatcher will be available 8:00 AM-5:00 PM M-F in the off-season and summer. During ski season, dispatch will be available 7 days per week at the above listed times. Dispatcher shall be responsible for scheduling drivers, buses, route deviations and any operational issues which may arise. Drivers will access Alpine Express voicemail system on a periodic basis for messages pertaining to service when dispatch is not in operation. Drivers will check for messages via cell phone only when vehicle is stopped at bus stop or other safe location. An on-call list for various managers and technicians will be posted in each bus and given to drivers in the event of a breakdown, sick passenger or other event which the driver requires assistance when dispatch is not on site. Drivers will be trained to call directly for appropriate help such as police, fire and ambulance services, if a situation requires doing so.

Customers will contact Alpine Express by published phone number to request route deviation services or report problems with service. RTA bus schedule information is available to the public through Alpine Express’s office voice mail system.

F. Americans with Disabilities Act

AEX, Inc will fully comply with the Americans with Disabilities Act by instructing each driver in Passenger Service and Safety training, and with field instruction in safely operating wheelchair lifts. Vehicles will be dispatched for route deviation services as per the communication plan outlined above. Alpine Express will determine eligibility for an individual’s route deviation request and keep the proper records for that service.

G. Drug and Alcohol Policy/Testing

Alpine Express currently has a drug and alcohol testing policy in place that meets or exceeds DOT/FTA regulations. In the event of a successful proposal, Alpine Express shall continue to implement a policy which meets FTA regulations regarding drug and alcohol testing. These policies will meet or exceed Gunnison Valley Transportation Authority Substance Abuse policy. Each driver and manager or safety sensitive position will be required to acknowledge receipt of policies. Details of policies will be explained at the initial training session. Each driver, manager, or any position which is safety sensitive, will be subject to pre-employment, random, post-accident and reasonable suspicion drug and alcohol testing, as prescribed by FTA. As per guidance received from DOT Alpine Express policy does not allow the use of medical marijuana in any safety sensitive position. Any person in a safety sensitive position who uses or tests positive for medical marijuana will be subject to all DOT, Colorado Public Utilities Commission (PUC), FTA, RTA and Alpine Express rules and regulations. Drivers and managers will receive Drug and Alcohol resource training as per FTA guidelines. Current managers have already received Reasonable Suspicion Training for supervisors as required by DOT. “No smoking” signs will be posted in all vehicles and smoking will not be allowed in those vehicles or at Alpine Express facilities.
H. Recordkeeping and Reporting

A variety of records will be kept on a daily basis. Each driver shall track the total number of passengers who ride the bus for each one-way run of a route, number of ADA passengers, number of passengers left behind (if any) and whether or not each run was on time. Any late or missed trips, complaints or compliments will be forwarded to the RTA on a monthly basis.

Dispatch logs will consist of a daily schedule detailing the route and time designation by driver, vehicle used for each route, and any special instructions or late or missed trips. ADA requests will be logged using a spreadsheet with passenger’s name, day of service, vehicle providing service, pick up and drop off points. Records will be kept for individuals eligible for route deviation services.

Driver files, daily vehicle inspection logs, vehicle maintenance, and drug and alcohol files will be compiled in accordance with DOT and FTA regulations. Drivers Motor Vehicle Records are checked on annual basis. Accident logs will be maintained as per FTA and DOT regulations.

Alpine Express is experienced in record keeping for public transit and has enjoyed success in this area under at least three previous contracts with the Gunnison Valley RTA. Samples of a daily rider log, monthly invoice and a sample maintenance plan for a diesel powered vehicle are attached.

I. Vehicles and Facilities

Vehicles will be stored in Gunnison at the Crested Butte/Gunnison Airport parking lot, H&H building or at 905 W Evans should the RTA choose that storage option. Some vehicles will be stored at our shop located at 510 Riverland drive in Crested Butte. Vehicles will be maintained and repaired at that location. Our shop is approximately 5500 sq ft in size with four separate bays, a variety of lifts and contains a variety of equipment to maintain a fleet of buses. Alpine Express has a fleet of vehicles for use if the need arises to either transport passengers from a disabled RTA bus or to transport passengers or parts to/ from a disabled bus.
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

PREFACE

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

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

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

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

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES
FOR EACH APPLICANT.

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

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

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

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both
you, as your Applicant’s Authorized Representative, and your Applicant’s attorney who is
authorized to represent your Applicant in legal matters, may undertake the following activities on
your Applicant’s behalf, in compliance with applicable state, local, or Indian tribal laws,
regulations, and requirements and your Applicant’s by-laws or internal rules:
1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus
   Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of
   Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement
   for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

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

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

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

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

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

2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

3. As required by 49 CFR § 21.7:
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

   (1) It implements its Award,
   (2) It undertakes property acquisitions, and
   (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. It will promptly take the necessary actions to carry out this assurance, including the following:
   (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
   (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
   (1) While the property is used for the purpose that the federal assistance is extended, or
   (2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, or
   (3) This assurance.

f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, and

g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
   (1) Subrecipient,
   (2) Transferee,
   (3) Third Party Contractor or Subcontractor at any tier,
   (4) Successor in Interest,
   (5) Lessee, or
   (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

(3) Third party contract or subcontract at any tier,
(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your Applicant’s behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal assistance is provided for its Award,
(2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
   (1) Construct any facility,
   (2) Obtain any rolling stock or other equipment,
   (3) Undertake studies,
   (4) Conduct research, or
   (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
   (1) Excluded from participation,
   (2) Denied benefits, or
   (3) Otherwise subjected to discrimination.

01.E Procurement Certification.

The Applicant agrees to comply with:


b. Federal laws, regulations, and requirements applicable to FTA procurements; and

c. The latest edition of FTA Circular 4220.1 and other applicable federal guidance.
01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

a. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.

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

c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

01.F.2. Tax Liability.

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

a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

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

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

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

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

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

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.

d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
   (1) A personal or organizational conflict of interest or personal gain, or
   (2) An appearance of a personal or organizational conflict of interest or personal gain.

2. Specifics of the Award. On behalf of your Applicant, you assure that:

a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.

b. For FTA assisted construction Awards:
   (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
   (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
   (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
   (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
   (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
      (a) Disposing of the underlying real property or other interest in the site and facilities,
      (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
      (c) Changing the terms of the underlying real property title or other interest in the site and facilities.

c. It will furnish progress reports and other information as FTA or the state may require.

3. Statutory and Regulatory Requirements. On behalf of your Applicant, you assure that:

a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
   (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
   (2) The prohibitions against discrimination based on sex, as provided in:
      (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
      (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
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(3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.


(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 et seq.


(8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 et seq.

(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.

(10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

(11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 et seq., and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:

(1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.

(2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:

   (a) The Uniform Relocation Act. 42 U.S.C. § 4601 et seq., as specified by 42 U.S.C. §§ 4630 and 4655, and


(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:

   (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.

   (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:

1. Displaced families or individuals, and
2. Displaced corporations, associations, or partnerships.
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(c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
   1. Displaced families and individuals, and
   2. Displaced corporations, associations, or partnerships.

(d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.

(e) It will do the following:
   1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
   2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

(f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.

(h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
   (1) The National Research Act, as amended, 42 U.S.C. § 289 et seq., and

e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
   (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
   (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and

f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
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(2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.

(3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.


(5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

(6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.


(9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).

(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.

(11) Complying with and facilitating compliance with:

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seg., and

(c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.

g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:

(1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq., and


h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
   (1) Participating in the federal flood insurance program, and
   (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

j. It will comply with:
   (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
   (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

k. It will perform the financial and compliance audits as required by the:
   (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

l. It will comply with all other federal laws, regulations, and requirements that apply.

m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

**CATEGORY 02. LOBBYING.**

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

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

On behalf of your Applicant, you certify that:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in federal assistance for a grant or cooperative agreement, and
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(2) For $150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
   (1) The Applicant,
   (2) Its Principals, and
   (3) Its Subrecipients at the first tier.

2. To the best of your knowledge and belief:
a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
   (1) An officer or employee of any federal agency regarding the award of a:
      (a) Federal grant or cooperative agreement, or
      (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
   (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      (a) Federal grant or cooperative agreement, or
      (b) Federal loan, line of credit, loan guarantee, or loan insurance.

b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
   (1) An officer or employee of any federal agency regarding the award of a:
      (a) Federal grant or cooperative agreement, or
      (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
   (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      (a) Federal grant or cooperative agreement, or
      (b) Federal loan, line of credit, loan guarantee, or loan insurance.

c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
   (1) Each third party contract,
   (2) Each third party subcontract,
   (3) Each subagreement, and
   (4) Each third party agreement.

3. Your Applicant understands that:
a. This Certification is a material representation of fact that the Federal Government relies on, and
b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
   (1) Federal grant or cooperative agreement, or
   (2) Federal loan, line of credit, loan guarantee, or loan insurance.

4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
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CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

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

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

03.A. Private Property Protections.

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

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

1. Your Applicant has or will have:
   a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under state or local laws to the company for any franchise or property acquired.

2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
   a. It acquires the property or an interest in the property of a private provider of public transportation, or
   b. It operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.
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To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

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

(2) These corrective measures and remedies may include:
(a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
(b) Withholding an amount of federal assistance as provided by Appendix D to FTA’s Charter Service regulations, or
(c) Any other appropriate remedy that may apply.

2. In addition to the exceptions to the restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
   a. FTA’s Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
   b. FTA’s Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
   c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant’s federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

03.C. School Bus Agreement.

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

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

1. FTA's “School Bus Operations” regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. §§ 133 or 142, or
   c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.

2. FTA’s school bus operations restrictions extend to:
   a. Your Applicant, when it receives federal assistance appropriated or made available for:
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(1) Federal transit laws, 49 U.S.C. chapter 53,
(2) 23 U.S.C. §§ 133 or 142, or
(3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.

b. Any Third Party Participant that receives federal assistance derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. §§ 133 or 142, or
   (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.

3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Any other Third Party Participant in the Award.

4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
   b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
   c. Any other federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing.

5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.

6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

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

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

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.
On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
   a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
   b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and

2. As provided in 49 CFR § 663.7:
   a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

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

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
   a. 49 U.S.C. § 5318, and

2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
   a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
   b. It has received a copy of the test report prepared for that new bus or new bus model.

3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and

4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

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

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

As required by U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:
1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant’s service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

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

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

On behalf of your Applicant, you and your Applicant:
1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).
Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

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

07.A. Interest and Financing Costs.

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

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

07.B. Acquisition of Capital Assets by Lease.

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

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act. If your
Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

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

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

**08.A. Transit Asset Management Plan.**

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

On behalf of your Applicant, you certify that it and each of its Subrecipients will:
1. Comply with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

**08.B. Public Transportation Safety Program.**

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

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

**08.C. State Safety Oversight Requirements.**

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

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:
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1. The Applicant will comply with FTA regulations, “State Safety Oversight,” 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.

2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.

3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

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

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

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

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.

2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.

3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

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

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

Any provision of the Certifications in Category 10 that does not apply will not be enforced.
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Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

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

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

On behalf of your Applicant, you certify that:
1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

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

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.
Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

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

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
      (1) Any senior,
      (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq.,
   e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
      (1) The applicable general provisions of 49 U.S.C. § 5323, and
   f. It has complied with or will comply with 49 U.S.C. § 5307(b).
   g. As required by 49 U.S.C. § 5307(d):
      (1) It has or will have the amount of funds required for the non-federal share,
      (2) It will provide the non-federal share from sources approved by FTA, and
      (3) It will provide the non-federal share when needed.
   h. It will comply with:
      (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
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(2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation service.

j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:

a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.

e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.

f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
   (1) The statewide transportation improvement program, and
   (2) To the extent applicable, a metropolitan transportation improvement program.

g. With respect to the non-federal share:
   (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
   (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.

h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
   (1) The Recipient possessing the facility or equipment consents to the transfer, and
   (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

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

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

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

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

3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401, and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395.

5. When carrying out a procurement under this Program, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and

6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as
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amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
g. It has made or will make the final list of Projects for which an Award is sought available to the public.

7. With respect to the non-federal share:
a. It has or will have the amount of funds required for the non-federal share,
b. It will provide the non-federal share from sources approved by FTA, and
c. It will provide the non-federal share when needed.

8. It will comply with:
a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

9. It has a locally developed process to solicit and consider public comment before:
a. Raising a fare, or
b. Implementing a major reduction of public transportation service.

10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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

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

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

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

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

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq..

5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and

6. It has compli ed with or will comply with 49 U.S.C. § 5307(b) because:
   a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
   b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
   c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
   d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
   e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
   f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   g. It has made or will make its final Program of Projects available to the public.

7. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.

8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation.

10. Each fiscal year:
   a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.

11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
   b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.

12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

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

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

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq..

5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and

6. As required by 49 U.S.C. § 5307(d):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share from sources approved by FTA, and
   c. It will provide the non-federal share when needed.

7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation service.

9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

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

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

Any provision of the Certifications in Category 14 that does not apply will not be enforced.
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1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each Subrecipient is:
      (1) A private nonprofit organization, or
      (2) A state or local governmental authority that:
         (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
   b. Your Applicant will comply with the following selection and planning requirements:
      (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated.
      (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
         (a) Seniors, 
         (b) Individuals with disabilities, 
         (c) Representatives of public, private, and nonprofit transportation providers,
         (d) Representatives of public, private, and nonprofit human services providers, and 
         (e) Other members of the public.
      (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
      (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a Recipient of federal assistance from the Department of Health and Human Services.
   c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
   d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
      (1) The Recipient possessing the facility or equipment consents to the transfer, and
      (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
   e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.
f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.

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

### CATEGORY 15. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under...
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49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

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

15.A. Formula Grants for Rural Areas Program.

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

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

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
   a. The statewide transportation improvement program, and
   b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
   a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
   b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
   c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

10. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities.
   b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
      (2) The state’s intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

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

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:
1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS
(PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.
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FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
   a. It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, for Awards made on or after December 26, 2014,
   b. It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
   a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
   c. Category 05 (Demand Responsive Service),
   d. Category 06 (Intelligent Transportation Systems),
   e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
   f. Category 09 (Alcohol and Controlled Substances Testing).

CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

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

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

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
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2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

4. When carrying out a procurement under its Award, it will comply with:
   a. The applicable general provisions of 49 U.S.C. § 5323, and

5. As required by 49 U.S.C. § 5329(e)(6)(C):
   a. It has or will have the amount of funds required for the non-federal share,
   b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
      1. Any federal assistance,
      2. Any funds received from a public transportation agency, or
      3. Any revenues earned by a public transportation agency, and
   c. Will provide the non-federal share when needed.

6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
   a. States With a Certified Program. Your Applicant agrees that FTA regulations, “State Safety Oversight,” 49 CFR part 674, will apply;
   b. States Without a Certified Program. Your Applicant agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

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

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

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:
1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.
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To the extent that any Certification in Category 19 does not apply, it will not be enforced.

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

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
4. It will comply with:
   a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

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

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

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

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


1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant’s behalf, you certify that:
   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
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c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
   (1) Any senior,
   (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq.
e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
   (1) The applicable provisions of 49 U.S.C. § 5323, and
f. It has complied with or will comply with 49 U.S.C. § 5307(b).
g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
   (2) It will provide the non-federal share from sources approved by FTA, and
   (3) It will provide the non-federal share when needed.
h. It will comply with:
   (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
   (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.
j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
   a. It is eligible to receive federal assistance for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.).

4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 et seq., the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

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

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

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

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
   a. 23 U.S.C. § 610,
   b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or

2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. § 610, as amended by the FAST Act,
   b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
   d. Federal guidance pertaining to the SIB Program,
   e. The SIB Cooperative Agreement establishing the state’s SIB Program,
   f. The Grant Agreement with FTA.


   a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
   b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
   c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
   d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will
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charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
(1) Any senior,
(2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
(3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 et seq., and
(4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq..

e. When carrying out a procurement under a SIB-financed Award, it will comply with:
(1) The applicable general provisions of 49 U.S.C. § 5323,

f. It has complied with or will comply with 49 U.S.C. § 5307(b).

g. It has or will or provide:
(1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
(2) The non-federal share from sources approved by FTA, and
(3) The non-federal share when needed.

h. It will comply with:
(1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
(2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.

5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:

a. It is eligible to receive federal assistance for those expenses, and
b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.

6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the
Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

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

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

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.
FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature pages alternative to providing Certifications and Assurances in TrAMS)

AEX, Inc. dba Alpine Express providing Service for The Gunnison Valley RTA

Alpine Express agrees to comply with applicable provisions of Categories 01 – 21. X
OR

Alpine Express agrees to comply with applicable provisions of the Categories it has selected:

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FTF FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: AEX, Inc. dba Alpine Express providing Service for The Gurnison Valley RTA

Name and Relationship of the Authorized Representative: Kevin Walters, RTA Manager

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal, laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: Kevin T. Walters
Date: 3/11/18

Name: Kevin T. Walters
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant):

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: ____________________________
Date: ____________________________

Name: ____________________________
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TRAMS, provided the Applicant has on file and uploaded to TRAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.
Motor Vehicle Lease Agreement

This Lease Agreement is made and executed in Gunnison County, Colorado on November 17, 2018 by and between “Lessor” Gunnison Valley Rural Transportation Authority, PO Box 39, Crested Butte CO 81224 and “Lessee” AEX, Inc. whose address is PO Box 1250, Gunnison, CO 81230. The parties agree as follows:

1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:
   Year 2017     Make MCI     Model D4500
   VIN # 1M8PDMBA7HP014322     Passengers 57 seated plus standees

2. Terms: $1.00 and other good and valuable consideration for the period beginning on November 17, 2018 and ending on November 16, 2019. This lease may be renewed annually pursuant to paragraph 13 of the 2018 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed.

3. This Lease Agreement is entered into pursuant to paragraph 4 of the 2018 Transportation Service Agreement between the parties and all terms and conditions of that “Transportation Service Agreement” between Lessor and Lessee dated November 17, 2015 apply to this Lease Agreement.

Gunnison Valley Transportation Authority      AEX, Inc.

_________________________________________  ____________________________
John Messner,       Name____________________
Board Chair       Title_____________________
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1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:
   Year 2017 Make MCI Model D4500
   VIN # 1M8PDMBA9HP014323 Passengers 57 seated plus standees

2. Terms: $1.00 and other good and valuable consideration for the period beginning on November 17, 2018 and ending on November 16, 2019. This lease may be renewed annually pursuant to paragraph 13 of the 2018 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed.

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Gunnison Valley Transportation Authority      AEX, Inc.

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Board Chair                             Title____________________
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1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:
   Year __2017_______   Make ____MCI_____ Model ____D4500____________
   VIN # _1M8PDM3AXHP014569_  Passengers ___57 seated plus standees________

2. Terms: $1.00 and other good and valuable consideration for the period beginning on November 17, 2018 and ending on November 16, 2019. This lease may be renewed annually pursuant to paragraph 13 of the 2018 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed.

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Board Chair       Title_____________________


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1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:
   Year __2007_____ Make ____Bluebird_____ Model ____XCEL 102_____________
   VIN # _1BAGNBXA67F255067_ Passengers ___45 seated plus standees________

2. Terms: $1.00 and other good and valuable consideration for the period beginning on November 17, 2018 and ending on November 16, 2019. This lease may be renewed annually pursuant to paragraph 13 of the 2018 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed.

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1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:
   Year __2008_______   Make ____Bluebird_____ Model ____XCEL 102_____________
   VIN # _1BAGNBXA77F255069_ Passengers ___45 seated plus standees________

2. Terms: $1.00 and other good and valuable consideration for the period beginning on November 17, 2018 and ending on November 16, 2019. This lease may be renewed annually pursuant to paragraph 13 of the 2018 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed.

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1. Lessor leases to Lessee and Lessee hires from Lessor the following vehicle equipment:
   - Year: 2007
   - Make: Bluebird
   - Model: XCEL 102
   - VIN #: 1BAGNBXA67F255070
   - Passengers: 45 seated plus standees

2. Terms: $1.00 and other good and valuable consideration for the period beginning on November 17, 2018 and ending on November 16, 2019. This lease may be renewed annually pursuant to paragraph 13 of the 2018 Transportation Service Agreement between the parties and will be considered to be renewed if that agreement is renewed.

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Gunnison Valley Transportation Authority      AEX, Inc.

_________________________     _________________________
John Messner,       Name____________________
Board Chair       Title____________________
Discussion regarding bus design and logo for new buses:

Since we will be receiving three new coaches over the next 12 months or so, we thought it would be an appropriate time to review our branding. The buses arrive as a blank slate and we hire the Sign Guys & Gal to attach the decals.

Since the next three buses will all be powered by CNG, we plan to have the buses decaled to look like the current “green bus” which has this artwork:

![Green Bus Artwork](image)

The wording on the back is “THIS BUS RUNS ON FUEL DERIVED FROM 100% ORGANIC WASTE”. This references the fact that the County contract with Trillium includes credits for fuel reclaimed from methane that would otherwise seep into the atmosphere.

The first bus will be arriving at the end of September and we are planning to get the decals put on during the first week of October so that we can get the bus on the road as soon as possible after arrival.

If the Board would like to change the look of the fleet, now would be a good time to discuss options. If we decide to change the existing buses, it would cost a minimum of about $2,500 each.