



ESTA BOARD AGENDA

Special Meeting

Friday, June 25, 2021 at 9:00am

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

The Agenda is available at www.estransit.com

Chairperson: Jim Ellis

Vice-Chairperson: Bill Sauser

Board Members:

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

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

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

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, June 24. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Thursday, June 24 and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

HOW TO ATTEND THE ESTA BOARD MEETING:

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

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

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

Call to Order

Pledge of Allegiance

Roll Call

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

A. Information Agenda

- A-1 Executive Director Report
 - Reporting on ESTA activities and performance
- A-2 Financial Report FY 20/21
- A-3 Return to In-Person Meetings
- A-4 ESTA Bus Stop Sign
- A-5 Ridership Report
- A-6 Strategic Business Plan Report
- A-7 Staff Evaluations

B. Action Agenda

- B-1 Executive Director Contract
- B-2 LSC Contract

C. Consent Agenda

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

- C-1 Approval of Regular Meeting Minutes of May 14, 2021

D. Board Member Comments

E. Adjournment

The next regularly scheduled meeting is July 9, 2021 at 9:00 am. Check ESTA website for details on attending the meeting.

STAFF REPORT

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

Administration:

Finance

The FY21-22 Budget approval is postponed to the July 9th Board meeting.

Recruitment

A new Bishop dispatcher, Denise Estrada, started last week. She is bilingual and shows great promise as a customer service professional.

Bishop Facility

There is no progress to report on the lease for the new building. The temporary mobile office is being delivered July 6th. The new offices will be larger than the current space and will mark the return of Karie and I to the office.

Fleet

Five buses were sold to make room for new vehicles being ordered. Slowly but surely, we are replacing the fleet. New trolleys and cutaways are steadily coming in, and the heavy-duty buses in Mammoth are the next big target. These buses are reaching the end of their FTA defined useful life in 2024, even though they are requiring major overhauls today. They represent the largest portion of the increasing maintenance budget.

No word yet on the Fleet Electrification Plan grant, but we should hear something by next month. I will bring a recommendation to the Board for ESTA's first electric vehicle soon. The target service for the new EV is Bishop DAR.

Service

Passenger loads are no longer restricted, and standees are permitted on ESTA buses. ESTA offices are now open to the public. Masks are still required on public transit, except for open-air trolleys, such as Lakes Basin. Time and funds were spent to prepare for a restricted-load summer on Reds Meadow. It is too late to revise all the brochures which include 5-hour passes instead of day passes, and temporarily increased pricing. MMSA developed a reservation system to help control crowding and provide a prepaid ticket sales

opportunity for visitors. While the lifted restrictions allow standees, the reservation system will remain in place as a pilot program this summer.

Unmet Needs Process

The Transportation Development Act provides ESTA with revenue from sales tax and diesel fuel tax. One of the standards required to receive this funding is conducting the Unmet Needs process. The money flows through the LTC's and they hold the Unmet Needs hearings. This is the standard set by the TDA:

Mono County Resolution excerpt:

NOW, THEREFORE, BE IT RESOLVED THAT the Mono County Local Transportation Commission does hereby define "unmet transit needs" as a need of Mono County elderly, disabled, low income, youth, and other transit dependent groups for transit service that is currently not available and, if provided for, would enable the transit dependent person to obtain the basic necessities of life primarily within Mono County. "Necessities of life" are defined as trips necessary for medical and dental services, essential personal business, employment, social service appointment, shopping for food or clothing, and social and recreational purposes.

BE IT FURTHER RESOLVED that the Mono County Transportation Commission does hereby define "reasonable to meet" as transit needs for the necessities of life which pertain to all public and/or specialized transportation services that:

- a) can be proven operationally feasible;
- b) can demonstrate community acceptance;
- c) would be available to **the general** public;
- d) can be proven to be economical; and
- e) can demonstrate cost effectiveness by meeting
current fare box revenue requirements of the LTC
within two years

Mono County QUALIFYING UNMET NEEDS				
	Request	Unmet Need	Reasonable to Meet/Explanation	Costs/Actions/Solutions
1.	Long Valley – request to extend/add a mid-town Bishop stop to expresses and 395 routes two days a week.	This is a request for a service for the purpose of obtaining necessities of life.	Reasonable to meet.	No measurable cost in that the added stop is along deadheading routes and very near existing service alignments.
2.	Walker and Bridgeport – Continue to fund the Dial-A-Ride service from Antelope Valley to Bridgeport for the purpose of receiving medical services.	This is a request for a service for the purpose of obtaining necessities of life.	Reasonable to meet under current conditions. The 2020 Mountain View wildfire destroyed the health clinic in Walker. Already being met	This is being offered and will continue.
3.	Provide an employee and visitor service between Mammoth and June Mountain during winter operation.	This is a request for services to obtain necessities of life.	Reasonable to meet on a limited basis.	The service currently exists on Tuesday's year around.
4.	Provide Spanish language services for Eastern Sierra Transit services.	ESTA adopted a Language Assistance Plan in August 2020. The Plan is accessible on ESTA's website under the Title VI link.	Already met	This program is active. The website and all ESTA services information is translated into Spanish and staff has resources to assist Spanish speaking passengers.
5.	Provide access to playgrounds while Mammoth Creek Park is under construction.	This is a request for service expansion to access necessities of life, including social and recreational purposes.	Already met	The Town of Mammoth Lakes has an extensive free transit system providing access to most of the Town's playgrounds and parks.
NOT CONSIDERED TO BE AN UNMET NEED				
	Request	Unmet Need	Reasonable to Meet/Explanation	Costs/Actions/Solutions

6.	Add a bus stop at 395 and Sonora Junction	This is a request for a service expansion, for the purpose of getting necessities of life. The demand comes from PCT hikers wanting a ride.	Volume does not justify the service or expense.	The primary cost is bus stop infrastructure and administrative labor. A conservative estimate on cost is \$20,000. This assumes Caltrans permitting is successful for this location.
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Inyo County Unmet Needs Requests

TRANSIT REQUEST	Unmet Need	Reasonable to Meet	Comments
Increase Frequency of Lone Pine / Bishop Connection	no	no	service currently exists
Extend Bishop Dial-A-Ride Hours	yes	no	currently working on grant to fund the expansion. However, the TDA allocated to ESTA may fund a modest expansion.
Weekend US395 Service	no	no	Expansion is planned, but service already exists on weekdays.
Trailhead Service to Whitney Portal	yes	no	not operationally feasible at this time
Trailhead Service to Horseshoe Meadows	yes	no	not operationally feasible at this time
Trailhead Service to Onion Valley	yes	no	not operationally feasible at this time
Trailhead Service to Glacier Lodge	yes	no	not operationally feasible at this time
Fixed Route Service in Bishop	no	no	Dial-a-ride currently serves the city.
Better Technology / Phone System for Dial-A-Ride	no	no	while system is antiquated, it does exist.
White Mountain Research Station Dial-A-Ride Service	yes	yes	service is initiated.
Owens River / Poleta Rd. Service	yes	no	not operationally feasible at this time

Some good suggestions came from the process, and we will work to incorporate what we can.

STAFF REPORT

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

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

COVID Relief funds exceed budget estimates. It is anticipated that this funding will cover this year's budget shortfall with some funds left over for next year's budget as well. The funds are available on reimbursement basis.

Overall, the fuel cost per gallon is running at around 21% below budget. The low actual expense on the financial reports for fuel and maintenance is primarily a result of not yet being in receipt of invoices from the Town of Mammoth Lakes for the months of March through June.

The year-end forecast of ESTA's capital revenue and expenditures has been updated. Of the ten buses ESTA expected to purchase this year, only one was received. Two buses are set to arrive in August 2021 and seven are still awaiting contracts. These expenses will be included in the FY 2021-22 budget.

The Administration Building will not incur expenses this fiscal year.

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

Financial information as of: 6/21/2021 % of Fiscal Year: 98%

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	985,757	897,141	88,616	91%	985,757		
4065	STATE TRANSIT ASST	321,219	230,770	90,449	72%	266,067	(55,152)	August Estimate came it at \$55,152 less than budgeted.
4301	INTEREST FROM TREASURY	12,000	30,996	(18,996)	258%	30,996	18,996	
4498	STATE GRANTS	44,520	44,520	-	100%	44,520	-	Paid in advance.
4499	STATE OTHER	73,910	54,977	18,933	74%	76,569	2,659	August estimate came in a bit higher than the January estimate.
4555	FEDERAL GRANTS	1,269,256	15,258	1,253,998	1%	1,549,824	280,568	Some funds have been invoiced, staff shortages are affecting our ability to invoice promptly.
4599	OTHER AGENCIES	1,044,268	749,907	294,361	72%	1,002,668	(41,600)	\$41,600 of budget is Capital for Trolley Match which will not be purchased this year.
4747	INSURANCE PAYMENTS	-	21,702	(21,702)		21,702	21,702	Insurance payments
4819	SERVICES & FEES	1,385,410	1,296,121	89,289	94%	1,385,410	-	
4959	MISCELLANEOUS REVENUE	12,000	13,547	(1,547)	113%	12,000	-	
4999	PRIOR YEARS REIMBURSEMENTS	-	304	(304)		304	304	
	Revenue Total:	5,148,340	3,355,243	1,793,097	65%	5,375,817	227,477	Relief funds should balance the budget this year

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,467,779	1,198,533	269,246	82%			
5003	OVERTIME	65,684	52,881	12,803	81%			
5005	HOLIDAY OVERTIME	124,696	90,627	34,069	73%			
5012	PART TIME EMPLOYEES	455,497	377,435	78,062	83%			
	Wages subtotal	2,113,656	1,719,476	394,180	81%	2,113,656	-	Service reductions=less payroll
5021	RETIREMENT & SOCIAL SECURITY	54,088	35,860	18,228	66%	54,088	-	
5022	PERS RETIREMENT	260,870	166,379	94,491	64%	260,870	-	May expenses not reflected
5031	MEDICAL INSURANCE	249,640	172,580	77,060	69%	249,640	-	May expenses not reflected
5043	OTHER BENEFITS	33,351	28,455	4,896	85%	33,351	-	
5045	COMPENSATED ABSENCE EXPENSE	189,999	120,222	69,777	63%	189,999	-	
5047	EMPLOYEE INCENTIVES	2,250	5,085	(2,835)	226%	2,250	-	Error in OneSolution, Auditors are fixing. Budget is fine.
5111	CLOTHING	1,000	339	661	34%	1,000	-	
5152	WORKERS COMPENSATION	120,220	120,000	220	100%	120,220	220	Insurance is prepaid for the year.

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5154	UNEMPLOYMENT INSURANCE	75,000	29,233	45,767	39%	75,000	-	
5158	INSURANCE PREMIUM	219,580	206,124	13,456	94%	219,580	13,456	Insurance is prepaid. Property insurance less than estimated.
5171	MAINTENANCE OF EQUIPMENT	611,000	461,380	177,943	76%	611,000	-	TOML bills for March-June have not been received. \$28K rebuild shown in the capital section under "vehicle" has been manually added here as it was paid for with operating funds and this budget.
5173	MAINTENANCE OF EQUIPMENT-MATER	18,400	3,412	14,988	19%	18,400	-	
5191	MAINTENANCE OF STRUCTURES	5,000	294	4,706	6%	5,000	-	
5211	MEMBERSHIPS	1,300	1,035	265	80%	1,300	-	
5232	OFFICE & OTHER EQUIP < \$5,000	12,050	5,879	6,171	49%	12,050	-	
5238	OFFICE SUPPLIES	7,000	5,367	1,633	77%	7,000	-	
5253	ACCOUNTING & AUDITING SERVICE	49,400	39,375	10,025	80%	49,400	-	
5260	HEALTH - EMPLOYEE PHYSICALS	5,890	4,518	1,372	77%	5,890	-	
5263	ADVERTISING	34,000	30,354	3,646	89%	34,000	-	
5265	PROFESSIONAL & SPECIAL SERVICE	219,694	43,469	176,225	20%	219,694	-	Includes funds for SRTP & CHSP
5291	OFFICE, SPACE & SITE RENTAL	174,844	148,001	26,843	85%	174,844	-	
5311	GENERAL OPERATING EXPENSE	82,680	55,127	27,553	67%	82,680	-	
5326	LATE FEES & FINANCE CHARGES	-	105	(105)	0%	(105)	(105)	Will add budget next year.
5331	TRAVEL EXPENSE	3,225	755	2,470	23%	3,225	-	
5332	MILEAGE REIMBURSEMENT	29,355	13,939	15,416	47%	29,355	-	
5351	UTILITIES	60,000	55,695	4,305	93%	60,000	-	
5352	FUEL & OIL	474,307	289,819	184,488	61%	474,307	-	Have not received TOML bills for January- March
5539	OTHER AGENCY CONTRIBUTIONS	52,332	43,413	8,919	83%	52,332	-	\$9K for 2021 Reds and \$43K OPEB Trust
5901	CONTINGENCIES	50,700	-	50,700	0%	50,700	-	
	Expenditure Total:	5,210,831	3,805,691	1,433,463	73%	5,210,726		Includes \$28K rebuild from below.

TRANSFERS Expenditure		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5798	CAPITAL REPLACEMENT	123,490	123,490	-	1	123,490	-	This transfer has been made.
	Expenditure Total:	123,490	123,490	-	1	123,490	-	
NET	TRANSFERS		246,980					

Projected Revenue less Projected Expenses & Capital Replacement Transfers:

0 Budget was approved with a \$269,191 deficit. Relief funds will likely balance the budget.

CAPITAL ACCOUNT Revenue		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4066	PTMISEA	90,319	-	90,319	0%	-	(90,319)	Reprogramming for a bus, will include in FY 21/22 budget
4067	STATE TRANSIT ASST-CAPITAL	355,378	-	355,378	0%	-	(355,378)	Vehicle matching funds
4495	STATE GRANTS - CAPITAL	52,959	52,959	-	100%	52,959	-	LCTOP Electric Vehicle
4557	FEDERAL GRANTS - CAPITAL	2,084,555	235,761	1,848,794	11%	235,761	(1,848,794)	Building (5339b) and vehicles(5310, 5339a)
Revenue Total:		2,583,211	288,720	2,294,491	11%	288,720	(2,294,491)	

Capital Expenditures

5640	STRUCTURES & IMPROVEMENTS	704,593	-	704,593	0%	-	704,593	Bishop Admin Building
5650	EQUIPMENT	-	-	-	0%	-	-	
5655	VEHICLES	1,961,828	305,689	1,656,139	0%	305,689	1,656,139	New Vehicles (5310, 5339(a)/savings) and \$28,323 engine rebuild, this will be paid for with operating revenue
Expenditure Total:		2,666,421	305,689	2,360,732	11%	305,689	2,360,732	

Projected Capital Revenue Less Projected Expenses :

52,954

These are funds for future LCTOP E-Vehicle

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 6/21/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	985,757.00	897,140.92	0.00	88,616.08	91.01
4065	STATE TRANSIT ASST	321,219.00	230,770.00	0.00	90,449.00	71.84
4301	INTEREST FROM TREASURY	12,000.00	30,995.72	0.00	(18,995.72)	258.29
4498	STATE GRANTS	44,520.00	44,520.00	0.00	0.00	100.00
4499	STATE OTHER	73,910.00	54,977.32	0.00	18,932.68	74.38
4555	FEDERAL GRANTS	1,269,256.00	15,258.13	0.00	1,253,997.87	1.20
4599	OTHER AGENCIES	1,044,268.00	749,907.13	0.00	294,360.87	71.81
4747	INSURANCE PAYMENTS	0.00	21,702.47	0.00	(21,702.47)	0.00
4819	SERVICES & FEES	1,385,410.00	1,296,120.67	0.00	89,289.33	93.55
4959	MISCELLANEOUS REVENUE	12,000.00	13,547.03	0.00	(1,547.03)	112.89
4999	PRIOR YEARS REIMBURSEMENTS	0.00	303.89	0.00	(303.89)	0.00
Revenue Total:		5,148,340.00	3,355,243.28	0.00	1,793,096.72	65.17
Expenditure						
5001	SALARIED EMPLOYEES	1,467,779.00	1,198,533.22	0.00	269,245.78	81.65
5003	OVERTIME	65,684.00	52,881.13	0.00	12,802.87	80.50
5005	HOLIDAY OVERTIME	124,696.00	90,627.24	0.00	34,068.76	72.67
5012	PART TIME EMPLOYEES	455,497.00	377,434.89	0.00	78,062.11	82.86
5021	RETIREMENT & SOCIAL SECURITY	54,088.00	35,860.40	0.00	18,227.60	66.30
5022	PERS RETIREMENT	260,870.00	166,378.55	0.00	94,491.45	63.77
5031	MEDICAL INSURANCE	249,640.00	172,580.05	0.00	77,059.95	69.13
5043	OTHER BENEFITS	33,351.00	28,455.35	0.00	4,895.65	85.32
5045	COMPENSATED ABSENCE EXPENSE	189,999.00	120,221.87	0.00	69,777.13	63.27
5047	EMPLOYEE INCENTIVES	2,250.00	5,085.11	0.00	(2,835.11)	226.00
5111	CLOTHING	1,000.00	339.03	0.00	660.97	33.90
5152	WORKERS COMPENSATION	120,220.00	120,000.00	0.00	220.00	99.81
5154	UNEMPLOYMENT INSURANCE	75,000.00	29,233.16	0.00	45,766.84	38.97
5158	INSURANCE PREMIUM	219,580.00	206,124.00	0.00	13,456.00	93.87
5171	MAINTENANCE OF EQUIPMENT	611,000.00	433,056.77	0.00	177,943.23	70.87
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	3,411.65	0.00	14,988.35	18.54
5191	MAINTENANCE OF STRUCTURES	5,000.00	293.96	0.00	4,706.04	5.87
5211	MEMBERSHIPS	1,300.00	1,035.00	0.00	265.00	79.61
5232	OFFICE & OTHER EQUIP < \$5,000	12,050.00	5,879.31	0.00	6,170.69	48.79
5238	OFFICE SUPPLIES	7,000.00	5,366.54	0.00	1,633.46	76.66
5253	ACCOUNTING & AUDITING SERVICE	49,400.00	39,375.00	0.00	10,025.00	79.70
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	4,518.00	0.00	1,372.00	76.70
5263	ADVERTISING	34,000.00	30,354.09	0.00	3,645.91	89.27
5265	PROFESSIONAL & SPECIAL SERVICE	219,694.00	43,469.14	0.02	176,224.84	19.78
5291	OFFICE, SPACE & SITE RENTAL	174,844.00	148,000.84	0.00	26,843.16	84.64

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 6/21/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	82,680.00	55,127.04	0.00	27,552.96	66.67
5326	LATE FEES & FINANCE CHARGES	0.00	104.74	0.00	(104.74)	0.00
5331	TRAVEL EXPENSE	3,225.00	755.46	0.00	2,469.54	23.42
5332	MILEAGE REIMBURSEMENT	29,355.00	13,939.19	0.00	15,415.81	47.48
5351	UTILITIES	60,000.00	55,694.82	0.00	4,305.18	92.82
5352	FUEL & OIL	474,307.00	289,819.23	0.00	184,487.77	61.10
5539	OTHER AGENCY CONTRIBUTIONS	52,332.00	43,413.00	0.00	8,919.00	82.95
5901	CONTINGENCIES	50,700.00	0.00	0.00	50,700.00	0.00
Expenditure Total:		<u>5,210,831.00</u>	<u>3,777,367.78</u>	<u>0.02</u>	<u>1,433,463.20</u>	<u>72.49</u>
NET OPERATING		<u>(62,491.00)</u>	<u>(422,124.50)</u>	<u>(0.02)</u>	<u>359,633.52</u>	
NON-OPERATING Revenue						
NET NON-OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT Revenue						
4066	PTMISEA	90,319.00	0.00	0.00	90,319.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	355,378.00	0.00	0.00	355,378.00	0.00
4495	STATE GRANTS - CAPITAL	52,959.00	52,959.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	2,084,555.00	235,761.38	0.00	1,848,793.62	11.30
Revenue Total:		<u>2,583,211.00</u>	<u>288,720.38</u>	<u>0.00</u>	<u>2,294,490.62</u>	<u>11.17</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	704,593.00	0.00	0.00	704,593.00	0.00
5655	VEHICLES	1,961,828.00	305,689.16	0.00	1,656,138.84	15.58
Expenditure Total:		<u>2,666,421.00</u>	<u>305,689.16</u>	<u>0.00</u>	<u>2,360,731.84</u>	<u>11.46</u>
NET CAPITAL ACCOUNT		<u>(83,210.00)</u>	<u>(16,968.78)</u>	<u>0.00</u>	<u>(66,241.22)</u>	
TRANSFERS Revenue						
4798	CAPITAL REPLACEMENT	0.00	123,490.00	0.00	(123,490.00)	0.00
Revenue Total:		<u>0.00</u>	<u>123,490.00</u>	<u>0.00</u>	<u>(123,490.00)</u>	<u>0.00</u>
Expenditure						
5798	CAPITAL REPLACEMENT	123,490.00	123,490.00	0.00	0.00	100.00
Expenditure Total:		<u>123,490.00</u>	<u>123,490.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
NET TRANSFERS		<u>0.00</u>	<u>123,490.00</u>	<u>0.00</u>	<u>(123,490.00)</u>	
153299 Total:		<u>(269,191.00)</u>	<u>(439,093.28)</u>	<u>(0.02)</u>	<u>169,902.30</u>	

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 06/30/2021

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	2,589,312		16,491	287,866	34,527			2,859,142		2,859,142
1533 ESTA ACCUMULATED	1,522,844							1,522,844		1,522,844
1534 ESTA GENERAL RESERVE	534,125							534,125		534,125
1535 ESTA BUDGET STAB	213,648							213,648		213,648
1536 REDS MEADOW ROAD	112,644							112,644		112,644
6820 NON-EMERGENCY TRAN REIM	6,303					11,041		(4,738)		(4,738)
6821 BISHOP YARD-ESTA	22					4,950		(4,928)		(4,928)
6822 LCTOP-ELECTRIC VEHICLE	143,658							143,658		143,658
6824 ESTA-LCTOP	8,113			2,299		500		9,912		9,912
6825 BISHOP ADMIN BUILDING	70,908							70,908		70,908
ESTA Totals	5,201,577		16,491	290,165	34,527	16,491		5,457,215		5,457,215
Grand Totals	5,201,577		16,491	290,165	34,527	16,491		5,457,215		5,457,215

STAFF REPORT

Subject: Return to In-Person Meetings
Presented by: Phil Moores, Executive Director

Background

Following the vote by the Occupational Safety and Health Standards Board to adopt revised COVID-19 Prevention Emergency Temporary Standards that reflect the state's latest COVID-19 public health order, Governor Gavin Newsom signed an executive order (N-09-01) lifting most restrictions on masks and physical distancing, except for certain employees during outbreaks. Unless they show symptoms, fully vaccinated employees do not need to be offered testing or be excluded from work after close contact with a COVID-19-positive person.

Among other updates, Cal/OSHA's revisions align with the latest guidance from the California Department of Public Health – based on guidelines issued by the Centers for Disease Control and Prevention – on face coverings and eliminate physical distancing requirements.

Both Inyo and Mono Counties have followed the states move Beyond the Blueprint for Safer Economy and lifted physical distancing requirements for meeting the size of our board meetings. Even though most of us have become accustomed to virtual meetings, there is a percentage of the population that see this as a barrier to attendance. In person public meetings should begin as soon as possible.

Recommendation

In light of the lifted physical distancing requirement, and unless the Board disapproves, the August 13, 2021 Board meeting will be in person in Bishop at 11:00am. The July 9, 2021 meeting is expected to be very light with only the Budget and some minor items.

Discussion

STAFF REPORT

Subject: ESTA Bus Stop Sign
Initiated by: Phil Moores, Executive Director

BACKGROUND

The need for a new sign and marketing was initiated by our move the Centennial Plaza Transit Center in Sparks, NV. ESTA does not have a consistent bus stop sign throughout the service area. The Town of Mammoth Lakes has indicated that a new ESTA sign would be welcomed. From a branding standpoint, a regular and easily recognizable bus stop sign is essential.

FINANCIAL CONSIDERATIONS

The designing itself was relatively inexpensive, with the most expensive quote coming in at \$500. The quotes included the design of a poster for the Transit Center in addition to the bus stop sign. To make 100 signs will cost around \$7,500. Labor to mount the signs at the bus stops is expected to cost around \$2,500.

DISCUSSION

Three firms were asked to design a new sign:

1. Mountain Studio
2. Sharpend Design
3. Boone Graphis

Each design is attached for our consideration.



BUS STOP

760-872-1901
Estransit.com



BUS STOP

760-872-1901
Estransit.com



BUS STOP

760-872-1901
Estransit.com



BUS STOP

760-872-1901
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**ESTA
BUS STOP**

760-872-1901

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SIERRA

EASTERN



TRANSIT

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(760) 872-1901 estransit.com

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STAFF REPORT

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

Executive Summary

Unsurprisingly, overall ridership increased in April compared to last year. This is very encouraging, but we are still 58% down from 2019 pre-Covid numbers. Of Course, 2019 was a stellar year for snow.

April Ridership Report						
Route	Pre-Covid April 2019	Covid 2020	Current 2021	Change Current vs. Last year	Change Current vs Pre-Covid	% Change Current vs Pre-Covid
BEN	22	2	24	22	0	9.09%
BISDAR	3,693	1,354	2,551	1,197	-2,496	-30.92%
BISFR	0	0	0	0	0	0.00%
BPTCAR	19	20	2	-18	-37	-89.47%
JUNE	54	0	0	0	-54	-100.00%
LANC	487	73	237	164	-323	-51.33%
LP/BIS	213	106	220	114	-99	3.29%
LPDAR	396	299	429	130	-266	8.33%
MAMFR	19,018	2,942	7,942	5,000	-14,018	-58.24%
MDAR	498	28	213	185	-313	-57.23%
MEASU	0	0	0	0	0	0.00%
MMSA	63,132	0	24,578	24,578	-38,554	-61.07%
MULE	0	0	0	0	0	0.00%
MXP	380	96	195	99	-281	-48.68%
NRIDER	309	57	178	121	-188	-42.39%
OTR	0	0	0	0	0	0.00%
REDS	0	0	0	0	0	0.00%
RENO	545	84	467	383	-162	-14.31%
WLK	117	25	10	-15	-132	-91.45%
Total	88,883	5,086	37,046	31,960	-56,923	-58.32%

STAFF REPORT

Subject: Strategic Business Plan Report

Initiated by: Phil Moores, Executive Director

BACKGROUND:

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

ANALYSIS/DISCUSSION:

Several goals are under development, such as a formal succession plan, zero emissions plan, on-time performance measurement, and Bishop facility project. Training has fallen behind due to COVID-19 challenges, but virtual training has been conducted and the recording will be used.

Comments are not meeting goals, however, the goal may not be realistic. We received a total of just 16 comments from over 162,000 boardings. This may be a goal we revisit.

Productivity is down for obvious reasons, but it is on the rise.

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

Category	Standard	Reporting Cycle	Target	Current	YTD	GOAL
SAFETY	Accidents	Quarterly	1.00 per 100k miles	0.51	0.74	
	Safety Hazards	Quarterly	Address All	yes	yes	
	Injuries	Quarterly	3-lost work, 3-med only	0,1	0,1	
	Customer Perception	Annual	90%	95.2%		
SERVICE QUALITY AND EFFICIENCY	Productivity	Quarterly	FR-17, IFR-2, DAR-3, LL-4	16.1,1,2,.4	11.9,1.2,2.4,.4	
	Service Delivery	Quarterly	99%	99.09%		
	On Time Performance	Quarterly	DAR-90%, IFR-80%,FR-90%	under	construction	
	New Service	Annual	Research New Ideas	yes	yes	
	Comments	Quarterly	0.075	0.099	0.101	
REVENUE AND RESOURCES	Constrained Budget	Monthly	At or Under Budget	yes	yes	
	Audit Findings	Annual	No Findings	0	0	
	Capital Purchase	Annual	Subjective	yes	yes	
HUMAN RESOURCES	Recruiting	Biannual	Subjective	yes	yes	
	Training	Annual	Annual Hours	no	no	
	Performance	Annual	Evaluations*	yes		
	Internal Policies	Annual	Address All	ongoing		
	Succession Plan	Annual	Address All	under construction		
FLEET AND FACILITY	Vehicle Replacement	Annual	Active Fleet-75%	89%		
	Road Calls	Quarterly	3 per 100,000 miles	2.5	2.8	
	Attractiveness	Annual	90%			
	Maintenance	Quarterly	various	87%	87%	
	Optimal Fleet Size	Annual	Dispose of Excess	yes		
INNOVATION AND DESIGN	IT Program	Annual	Subjective	yes	yes	
	Bishop Building	Quarterly	Facility Completed	under construction		
	Zero Emissions	Quarterly	Plan Completion	under construction		
LEADERSHIP	Funding Partners	Annual	ED Evaluation	yes	yes	
	Stakeholders	Annual	ED Evaluation	yes	yes	
	SBP Communication	Annual	ED Evaluation	yes	yes	

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

Executive Summary

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

Background

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

Vision Statement

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

Mission Statement

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

Business Conditions

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

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

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

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

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

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

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Business Direction

1. Safety

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

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

2. Ridership

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

3. Image and Partnership

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

4. Finance

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

5. Fleet and Facility

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

6. Innovation and Design

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

7. Human Resources

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

Focused 2021-23 Strategic Business Plan Goals and Objectives

Goal 1: Safety

Objective:

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

Goal 2: Increase Ridership

Objectives:

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

Goal 3: Improve Image and Partnership

Objectives:

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

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

Goal 4: Ensure Financial Success

Objectives:

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

Goal 5: Conduct Planning and Improve Efficiency

Objectives:

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

Goal 6: Explore Innovation and Design

Objectives:

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

Goal 7: Improve Operations and Measurement

Objectives:

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

Focused 2021-23 Strategic Business Plan

Standards of Excellence

Section 1: Safety

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

Section 2: Service Quality and Efficiency

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

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

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

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

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

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

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

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

Measurement: Objective.

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

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

Measurement: Subjective.

- Reported annually by the Executive Director to the Board.

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

Measurement: Objective.

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

Section 3: Revenue and Resources

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

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

Measurement: Objective.

- Tracked monthly in financial statements and reported monthly by the

Administrative Manager to the Board.

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

Measurement: Objective.

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

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

Measurement: Subjective.

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

Section 4: Human Resources

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

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

Measurement: Subjective.

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

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

Section 5: Fleet and Facility

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

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

Measurement: Objective.

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

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

Measurement: Objective.

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

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

Measurement: Subjective.

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

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

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

Measurement: Objective.

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

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

Measurement: Objective.

- Reported annually by the Executive Director to the Board.

Section 6: Innovation and Design

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

Measurement: Subjective.

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

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

Measurement: Objective.

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

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

Measurement: Objective.

- Measured by the completion of the Zero Emissions Plan.

Section 7: Leadership

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

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

Measurement: Subjective.

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

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

Measurement: Subjective.

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

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

Measurement: Subjective.

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

RECOMMENDATION

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

STAFF REPORT

Subject: Staff Evaluations
Presented by: Phil Moores, Executive Director

Administration:

Background

Our Strategic Business Plan calls for staff evaluations, which until now have not existed. The attached evaluation form was circulated amongst staff for comment. Supervisors will meet with staff for evaluation orientation and discussion. The effective period for the evaluations will be July 1, 2021 to June 30, 2022.

This process will improve communication and provide clear direction to staff. The program includes guidelines on how to administer the evaluations.



Guidelines for Staff Employee Performance Appraisal

PROCEDURES

The Performance Appraisal is a formal means of communication between a supervisor and an employee that provides an opportunity to acknowledge mutual understanding of job duties and responsibilities and to discuss performance expectations and future objectives for the position. The performance appraisal process is the culmination of all informal communication and training that has occurred during the rating period. Employees are evaluated during the annual performance evaluation cycle each July. Supervisors are not limited to established evaluation cycles, but can build on that structure to maintain a positive flow of communication and feedback.

Employees are normally evaluated once a year, during the annual performance evaluation cycle. Special circumstances (exceptional merit or unsatisfactory performance) should, however, be recorded for recognition or documentation which may be used for corrective action. Employees hired within the last six months of the annual performance evaluation cycle will be provided a performance memo should a performance evaluation not be deemed appropriate, which is at the supervisors discretion.

Temporary/intermittent employees are evaluated at periodic intervals, at the discretion of the supervisor or at the request of the employee.

FORM CONTENT

Employee's Name - The employee's last and first names, and middle initial, if applicable.

Title - The job classification held by the employee during the period of evaluation.

Date - The duration that the performance appraisal covers

Supervisor's Name/Title – The employee's direct supervisor's name and title.

Employment Type – Full or part time

Level of Performance Rating Scale

Please assign a rating for each evaluation criteria listed (seven in total) relative to the position, with the left side of the scale indicating non-applicable and the right indicating the level of performance is outstanding.

The following definitions for the rating scale are provided as a general guideline:

Unsatisfactory - The performance is consistently below work expectations, requirements, or standards; immediate action by the employee to improve performance is required. Performance at this level could result in disciplinary action or non-retention.

Improvement Needed - The performance does not fully meet work expectations, requirements or standards or performance is inconsistent; the employee must improve efforts to meet work standards. Continued performance at this level could result in disciplinary action or non-retention.

Satisfactory - The performance consistently meets work expectations, requirements, or standards. Employee's accomplishments and efforts are at a level which quality performance is expected. This rating reflects a determination that the employee makes a solid, positive contribution to the department.

Commendable - The performance consistently meets, but regularly exceeds, work expectations, requirements, or standards; shows initiative in additional achievements.

Outstanding - This rating is reserved for the highest level of performance. The performance substantially and consistently exceeds work expectations, requirements, or standards; employee has a consistent record of achievements during the evaluation period which render a significant service to ESTA.

Comments

In the Comments section, please specifically explain or justify the rating level for that function. This explanation is particularly important when a rating of less than "Satisfactory" or "Outstanding" is given.

Summary Evaluation

The overall evaluation should represent a summary of the ratings for the job functions and should be consistent with these ratings. In assigning an overall evaluation, consideration should be given to the importance or critical nature of each job function and/or the percentage of the employee's overall duties which the job function represents.

PERFORMANCE APPRAISAL MEETING

The performance appraisal meeting is a critical component of the evaluative process. The meeting provides the supervisor and employee with an opportunity to engage in an open and constructive discussion regarding the employee's job performance, accomplishments, areas of needed improvement, training and development, and future performance goals and expectations.

It is recommended that the supervisor provide the employee with a draft of the performance appraisal prior to the meeting. During the meeting, the supervisor should review the past year's performance in comparison with the previous years performance appraisal section of future goals and objectives. Supervisors should also solicit the employee's comments and suggestions and create an atmosphere in which the employee is encouraged to speak candidly and reply to criticisms or suggestions offered by the supervisor.

PERFORMANCE APPRAISAL PROCESS

There are several steps in the evaluation cycle, which may involve the Employee, Supervisor, and Executive Director.

Step 1 - Human Resources generates the Performance Planning and Appraisal through the annual performance evaluation cycle process.

Step 2 - Each supervisor completes a Performance Planning and Appraisal, or Performance Memo for employees hired within the last six months, if that is deemed more appropriate by the employee's supervisor, for staff employees he/she supervises directly.

Step 3 – Each supervisor will forward draft appraisals and memos to Human Resources for review and consistence purposes. Once Human Resources has provided clearance to supervisors they can proceed to Step 4.

Step 4 - The supervisor and employee meet to discuss the performance appraisal. Prior to signing the form, the employee may include a written response. Final submission by the employee is to their immediate supervisor. A copy of the completed Performance Planning and Appraisal Form is given to the employee.

Step 5 - The Performance Planning and Appraisal are sent to Human Resources for processing and are placed in the employee's permanent personnel file.



Performance Planning and Appraisal

Employee's Name	Title
Date	Supervisor's Name/Title

A. PERFORMANCE FACTORS

The following section lists areas of accountability to be considered in the overall performance evaluation.

LEVEL OF PERFORMANCE: Has a rating scale ranging from "unsatisfactory" to "outstanding" and provides a performance continuum upon which the incumbent is evaluated.

Within each of the specified areas, please provide a rating for the performance factor and describe significant aspects of the individual's performance in support of this rating. Not all of the factors can be applied to each position, nor are the factors considered exhaustive. If an area does not apply, please mark the box labeled "Not Applicable". Attach extra pages to include additional narrative or performance categories, if necessary.

1. MANAGING HUMAN RESOURCES

Secures cooperation and obtains optimum results through the efforts of co-workers; encourages professional development of staff; creates a fair and equitable working environment; demonstrates sensitivity and awareness in relating to people; secures trust and respect; develops team work; effectively utilizes human resources to accomplish goals and objectives; takes action to provide consistently high service levels.

LEVEL OF PERFORMANCE					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unsatisfactory	Improvement Needed	Satisfactory	Commendable	Outstanding

COMMENTS:

2. MANAGING FISCAL AND MATERIAL RESOURCES

Utilizes resources efficiently; demonstrates fiscal responsibility and plans and controls expenditures and materials; takes measures to ensure a safe working environment; effectively manages allocated budget.

Not
Applicable

Unsatisfactory

LEVEL OF PERFORMANCE

Improvement
Needed

Satisfactory

Commendable

Outstanding

COMMENTS:

3. PROBLEM SOLVING

Identifies and defines problems; develops and implements effective solutions; appropriately responds to new and different situations; applies knowledge to handle complex problem variables and to assess potential outcomes; applies creative and original approaches to resolve issues or complaints within this position's span of authority.

Not
Applicable

Unsatisfactory

LEVEL OF PERFORMANCE

Improvement
Needed

Satisfactory

Commendable

Outstanding

COMMENTS:

4. COMMUNICATION

Communicates effectively both in writing and in speaking; provides information that is clear, concise and well understood; listens well; elicits feedback; encourages collaboration and sharing of information; develops and maintains professional working relationships with internal and/or external constituencies.

LEVEL OF PERFORMANCE

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unsatisfactory	Improvement Needed	Satisfactory	Commendable	Outstanding

COMMENTS:

5. LEADERSHIP

Accepts responsibility, demonstrates commitment and provides leadership through personal example and professional expertise. Provides clear direction to subordinates on a consistent basis through planning, implementation, delegation and assessment. Efforts are focused on achieving results which contribute to the mission of the ESTA.

LEVEL OF PERFORMANCE

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unsatisfactory	Improvement Needed	Satisfactory	Commendable	Outstanding

COMMENTS:

6. ORGANIZATION AND PLANNING

Conceptualizes the objectives of the unit or agency in support of the mission of ESTA; strategically plans and organizes activities and programs to meet goals in a timely manner; uses methods which enhance quality and productivity; evaluates goals and accomplishments; establishes priorities and accommodates changes when appropriate.

Not
Applicable

Unsatisfactory

LEVEL OF PERFORMANCE

Improvement
Needed

Satisfactory

Commendable

Outstanding

COMMENTS:

7. APPLIED KNOWLEDGE AND SKILLS

Demonstrates technical expertise in performing the required duties of the position and, as appropriate, directs and trains others in fulfilling the technical requirements of their positions.

Not
Applicable

Unsatisfactory

LEVEL OF PERFORMANCE

Improvement
Needed

Satisfactory

Commendable

Outstanding

COMMENTS:

B. SUMMARY EVALUATION

On the basis of the ratings assigned for each of the performance factors, please provide comments and evaluate the overall performance of the incumbent in accomplishing the responsibilities of the position.

LEVEL OF PERFORMANCE

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Applicable	Unsatisfactory	Improvement Needed	Satisfactory	Commendable	Outstanding

C. FUTURE GOALS AND OBJECTIVES

Outline goals and objectives to be undertaken by the incumbent during the next evaluation period. Indicate performance expectations and timelines. Also indicate the kind of support and assistance you will provide toward the attainment of these goals and objectives.

Evaluator's Signature	Date
-----------------------	------

D. EMPLOYEE'S COMMENTS (MAY USE ADDITIONAL SPACE AS NEEDED)

Employee's Signature

Date

STAFF REPORT

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

Background

The current Executive Director's employment contract was initiated and approved by the Board in October of 2018. The contract called for annual reviews and consideration of compensation adjustments. The adjustments were to be the same as the management contract each year. Pursuant to your Board's direction, attached for your consideration is a contract amendment that provides a 3% salary increase effective April 12, 2021, consistent with your recent approval of the MCEA bargaining group MOU.

Recommendation

Approve the submitted employment contract for the Executive Director, which includes a 3% salary increase effective April 12, 2021.

Required Board Action

If your Board intends to change the salary and/or benefits provided to Mr. Moores, Government Code Section 54953(c)(3) requires the following:

"Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive... during the open meeting in which the final action is to be taken..."

In other words, if your Board decides to adjust Mr. Moores' salary and/or benefits, you are required to summarize the package deal during this open session. There is no exact way that the report is required to be made, so you may simply read out the Mr. Moores' title, salary, any other direct monetary benefits, and a brief list of non-monetary benefits like health insurance, vacation, etc. That information is set forth in the proposed revisions to "Attachment B" to Mr. Moores' employment agreement with ESTA (attached).

ATTACHMENT B

AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY
AND PHIL MOORES
FOR THE PROVISION OF PERSONAL SERVICES
AS THE ESTA EXECUTIVE DIRECTOR

TERM:

FROM: April 12, 2021

TO: Termination

SCHEDULE OF FEES:

- Salary: \$122,158 annually
 - Retirement: if Classic -CalPERS 2% at 55 formula, classic member 100% paid by ESTA. If PEPRA Ca PERS 2% at 62 formula, employer contribution only.
 - Health Insurance: PERS Choice (employee contribution = 17%, currently, \$118.82/mo.), PERS Select (employee contribution = 13%, \$85.12/mo.), or monthly stipend of \$408 if no health coverage is elected, and employee provides proof of health insurance coverage comparable to ESTA's.
 - Vision/Dental Reimbursement: \$1,000 per year plus \$400/year for one or more qualifying dependents
 - Comprehensive Leave: Employee will start accruing at the 4 – 10 (year) ; 31 days/year for years 11-15 and 34 days/year for years 16+
 - Paid Holidays: 11 per year
 - Deferred Compensation: ESTA provided 457(b) plan. No ESTA contribution
 - Life Insurance: \$50,000 paid by ESTA
 - Relocation allowance (one time): \$7,500
- I. ESTA will make the same adjustment to the Executive Director's salary, benefits, allowances and other forms of compensation as for other administrative employees except as provided in paragraph II below.
 - II. The ESTA Board will review the performance of the Executive Director at least annually and may at that time adjust compensation as determined to be fair and reasonable. Should any adjustment be made at this time, the date of such adjustment will become the anniversary date for any subsequent compensation changes subject to paragraph I. above.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY
AND
 PHIL MOORES
FOR THE PROVISION OF PERSONAL SERVICES
AS THE ESTA EXECUTIVE DIRECTOR SERVICES**

WHEREAS, the Eastern Sierra Transit Authority (hereinafter referred to as "ESTA") and Phil Moores (hereinafter referred to as "Contractor"), have entered into an Agreement to provide personal services contractor services dated October 19, 2018.

WHEREAS, ESTA and Contractor do desire and consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

ESTA and Contractor hereby amend such Agreement via a revised ATTACHMENT B, which is attached hereto and incorporated herein.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 25th DAY OF JUNE, 2021.

ESTA

CONTRACTOR

By: _____
signature

By: _____
signature

Print name

print name

Dated: _____

Dated: _____

The effective date of this Amendment to the Agreement is April 12, 2021. All the other terms and conditions of the Agreement are unchanged and remain the same.

STAFF REPORT

Subject: Short-Range Transit Plan – Coordinated Human Services Plan Contract
Initiated by: Phil Moores, Executive Director, ESTA

BACKGROUND

The RFP resulted in one company bidding to conduct the two plans. LSC consultants are qualified to complete the plans, and in fact, they conducted ESTA's plans in prior years. They are very familiar with the Eastern Sierra region and have experience with rural service areas. They recently completed the YARTS SRTP.

FISCAL IMPLICATIONS:

ESTA was successful in our application and was awarded \$113,372 toward our Short-Range Transportation Plan and our Coordinated Human Services Plan. The Sustainable Communities Grant requires an 11.47% match in cash or in-kind contribution for approved planning projects. Eastern Sierra Transit will provide cash contributions for the grant. ESTA will appeal to the Mono and Inyo Local Transportation Commissions (LTC) for the matching funds which total \$21,628. The total project is expected to cost around \$135,000.

ANALYSIS/DISCUSSION:

The Sustainable Transportation Planning Grant funds public transportation planning studies in rural or small urban areas of California (transit service area with population of 100,000 or less). Regional Transportation Planning Agencies (RTPA) are eligible to apply for these funds as a direct applicant with the transit agency applying as the sub-applicant. As in years past, Mono LTC is the lead RTPA for the project.

This grant will fund a Short-Range Transit Plan (SRTP) and Coordinated Human Services Plan for ESTA. The SRTP, which is required for federal transit funding, has been a valuable resource in guiding ESTA's development and is now due for an update. An updated short-range transit plan will be supportive of the Regional Transportation Improvement Program (RTIP), establish a five-year strategic plan for ESTA, serve as justification for federal and state funding, and demonstrate ESTA's stewardship of public funds. In addition, the updated SRTP will provide essential information, analysis and recommendations regarding operations, contracts, capital planning, and marketing.

The Coordinated Human Services Plan is essential for maximizing the limited transit funding at both the state and federal level. This plan is required for agencies receiving FTA 5310 funding. Coordinating transit services in our area will maximize mobility for residents and eliminate duplication of services. The primary focus of the plan is to develop and refine strategies that increase mobility for individuals with disabilities, older adults, and people with low incomes.

The proposed contract is attached.

RECOMMENDATION:

Authorize the Executive Director to sign the contract with LSC Consultants to conduct the planning for the Short-Range Transit Plan and the Coordinated Human Services Plan.



PROFESSIONAL SERVICES AGREEMENT

EASTERN SIERRA TRANSIT AUTHORITY SHORT RANGE TRANSIT PLAN & COORDINATED HUMAN SERVICES PLAN

July 9, 2021

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

AGREEMENT

This AGREEMENT is made and entered into this July 9, 2021, by and between the EASTERN SIERRA TRANSPORT AUTHORITY, hereinafter referred to as "ESTA" or the "AUTHORITY" and LSC Transportation Consultants, Inc. hereinafter referred to as "CONSULTANT" or "CONTRACTOR."

TERMS OF AGREEMENT

1) SERVICES TO BE PERFORMED BY CONSULTANT

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

Scope of Work

1.0.0 Scope of Work

The work scope below outlines the steps and strategies for assessing the transit service, informing, and learning from the public and stakeholders, and developing an implementable transit and coordinated plan that will guide decisionmakers over the next five to ten years.

The work scope is in response to the RFP and the two RFP addenda released by ESTA. Certain public and stakeholder outreach tasks have alternative approaches depending on the status of Coronavirus (COVID-19) conditions, but in all circumstances, LSC will stay true to the intention of the RFP tasks. The following section presents a detailed outline of our proposed solution or Scope of Work.

Task 1.1.0: Project Initiation

LSC proposes the following specific approach based on the goals of the project and successful experience with other similar projects. The Study Team will work closely with ESTA staff to complete all proposed project tasks detailed below. We have found through experience in previous transit and transportation planning projects that this technical approach provides for a cost-effective use of resources while allowing local staff to keep well apprised of our progress. Each task is followed by a list of deliverables.

Task 1.1.1: Kick Off Meeting

The first subtask will be to establish the communication links and information processes that are necessary to the success of the study. The Study Team will develop and provide to the ESTA staff a list of desired data items. For those items not readily available, a list of sources and contacts will be developed that the Study Team will use to conduct further research.

An initial "kick-off" meeting will then be held between the Study Team, County representatives, ESTA staff, and others at the County's direction. This meeting will have a number of goals, including the following:

- Review of the scope of the study and identify study issues.
- Review of the data list to identify any missing items and to decide a course of action to collect or develop additional data.
- Finalize the scope of work and schedule to best address the issues identified, and to best address the additional data needs.

Task 1.1.2: Project Management and Invoicing

Throughout the project, LSC will submit monthly status reports describing the tasks performed in the previous month, any complications which have arisen in the project, and the next steps to take place. These status reports will be submitted with monthly billing invoices.

Task 1.1.0 Deliverables

- ✓ Data Needs List.
- ✓ Kick off meeting agenda and notes.
- ✓ Monthly progress reports and invoices.

Task 1.2.0: Review of Existing Conditions

Task 1.2.1 Review Transit Planning Documents

A deep understanding of existing planning projects and recommendations is essential in providing the basis of an effective CHSP SRTP. For this reason, LSC will review the following existing planning documents:

- California Transportation Plan
- California Statewide Rural Intercity Bus Study Update
- 2020 Interregional Transportation Improvement Program
- 2020 Inyo County Regional Improvement Program
- 2019 Inyo County Regional Transportation Plan update (completed by LSC)
- 2015 Mono County Regional Transportation Plan
- 2015 ESTA Short Range Transit Plan (completed by LSC)
- 2014 Inyo Mono Counties Coordinated Public Transit – Human Services Transportation Plan Update (completed by LSC)
- General Plans for the two counties and individual incorporated municipalities.

In addition to reviewing these documents, LSC will reach out to Mammoth Lakes Tourism, Washoe RTC, Kern Regional Transit, YARTS, Ridgerunner Transit, Greyhound, and any other identified contacts to obtain additional input on recent key transit and transportation planning documents.

Task 1.2.2: Evaluate Study Area Characteristics

This task will include an analysis of the most recent demographic and economic statistics for the ESTA service area. LSC will use data available from the 2020 Census data, American Community Survey Five-Year Estimates, as well as human services and state agencies to gain a deeper understanding of the current conditions of the transit environment, and to quantify current and future transit demand for the next 25 years. Information for the following population groups will be reviewed:

- General population
- Seniors (Age 65 and older)
- Youth (Age 5 to 17)
- Persons with Disabilities

- Zero and 1-Vehicle households
- Low Income Households

Existing and future land uses will also be evaluated to better understand important transit trip generators. This will include the region's major employers, shopping areas, schools, and elderly/disabled program centers. Land use and development patterns will also be considered regarding large multi-family housing areas, senior living centers, and other large-scale housing developments. New upcoming trip origins such as The Parcel and redeveloped Lodge in the Town of Mammoth will also be considered.

The Longitudinal Employer Household Dynamics (LEHD) dataset by census place will also be used to evaluate commute patterns between the cities and towns located along Highway 395 and Highway 6. Forecasts for employment in the region will be gathered and used to predict future changes to commuting patterns as well.

While we gather the above data, an inventory of social service organizations will be developed to guide the CHSP process. Each organization will be interviewed to better understand their current facility, program activities, and estimated annual attendance. Existing and future transportation needs will also be discussed to aid in identifying gaps in service. As with our previously completed Coordinated Plan, completed in 2014, LSC will gather information from various social service and transit providers. The following list is not exhaustive, but rather an initial brainstorm of the types of agencies to be contacted under this task:

- *Senior Services* such as the Inyo Mono Senior Program and Senior Centers located in Big Pine, Bishop, Independence, Antelope Valley, and Tecopa.
- *Transit service providers* such as Inyo Mono Association for the Handicapped (IMAH), Great Steps Ahead, and Disabled Sports Eastern Sierra.
- *Tribal Organizations* such as Bishop Paiute and Toiyabe Tribes.
- *Healthcare Facilities* such as Southern Toiyabe Indian Health Project, Inyo Health Care District, and Northern Inyo Hospital.
- *Health and Human Service agencies* such as the Veterans Services Office, Mono County Health Department, Inyo County-Growing Older, Living with Dignity (IC-GOLD), and Eastern Sierra Agency for the Aging (ESAAA).

Task 1.2.3: Review Of Transit Operations And Existing Transportation Services

LSC will next prepare a summary of existing transit services within Inyo and Mono Counties, as well as the greater service area between Reno, Nevada and Lancaster, California. This will include a summary of existing transit service routes, route

schedules, historical ridership by route, ridership by stop, ridership by time of day, and intercity transit service connections and coordination with other transit services such as YARTS or Amtrak.

Lastly, existing fare structure, vehicle fleet, ADA compliance and concerns, staff, and facility conditions will be evaluated. Then operational costs, funding sources, and fueling/maintenance arrangements will be considered in context of existing conditions. In addition, we will review transportation services that are provided by the human service agencies identified in Task 1.2.2.

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

System Performance Analysis

An important part of a transit planning study is to review the productivity and efficiency of existing transit services so as to provide direction for the alternatives analysis. Transit performance at both the systemwide and route level will be evaluated by calculating the following performance measures:

- Passenger-trips per vehicle hour
- Passenger-trips per vehicle mile
- Operating cost per passenger-trip
- Operating cost per vehicle hour
- Operating subsidy per passenger-trip
- Farebox recovery ratio

As needed to provide a good understanding of the individual services, this analysis will be conducted for the individual seasons. Existing performance will be compared to adopted standards and displayed in a table.

Performance Analysis by Service Type

ESTA operates four different types of services: demand response, fixed routes in the Town of Mammoth Lakes, rural town to town routes, and intercity/inter-regional transit service along the US 395 corridor. Each type of service is designed to serve specific transit needs and therefore performance for each type of service should be addressed separately.

- **Demand Response.** Potential questions to address in terms of Dial-A-Ride performance are: Can the service be operated with fewer vehicles? Does the service have capacity constraints? Is fixed route service warranted? Is the service primarily used by the elderly/disabled? Driver manifests and passenger surveys for each community Dial-A-Ride service will be reviewed to determine trip travel times, wait times, ridership by passenger type and overall productivity.
- **Mammoth Lakes Fixed Route Service.** The on-board surveys and ESTA operational reports will be used to determine which routes or route segments are performing below standards and if capacity is reached during peak periods.
- **Town to Town Routes.** While rural routes tend to have low ridership in comparison to other service, they provide crucial lifeline transit service to goods and services for transit dependent residents and also serve needed commute trips. Evaluating the productivity of the rural routes will be useful along with Census and survey data in determining the feasibility of service expansion for the Town-to-Town routes. Particularly connectivity throughout the US 395 and US 6 corridor will be reviewed.
- **Inter-Regional Service (395 Routes).** Boarding and alighting by stop survey data will be used to identify communities that may warrant more/less service. Connectivity to other intercity transit services is an important need for the 395 routes and the basis for FTA 5311(f) grant funding. Therefore, schedules for intercity bus, rail and air services in Reno and Lancaster will be reviewed to determine the level of meaningful connections with ESTA services.

Peer Review

As part of this task, the Study Team will also compare ESTA transit service performance (such as passengers per hour, passengers per mile, and operating cost per passenger) with three other similar transit services. Given the variety of services provided by ESTA, we propose to conduct this separately for the regional services, for the local fixed route services, and for the local DAR (Dial-A-Ride) services. Potential peer services include the following:

- **Regional Services** for Modoc Transportation Agency's Sage Stage, Redwood Coast Transit Authority, Mountain Rides (Ketchum, Idaho) Valley Route, and South Tahoe Transit's "triangle routes";
- **Local Fixed Route Services** for Park_City Transit, Mountain Rides Local Routes, Tahoe Area Regional Transit, South Tahoe Transit's local routes, Vail Transit, South Teton Area Ground Express; and

- **Local DAR services** for the Lassen Rural Bus, South Tahoe Transit, Truckee Transit, and El Dorado Transit.

In addition, as part of this peer review, we will collect data needed for other tasks, such as information regarding employee retention strategies and zero emission bus strategies.

Task 1.2.5: Improving Driver Retention

As part of this subtask, the Study Team will first review recent staff turnover rates and causes, as well as the impact on ESTA in terms of training costs and challenges in providing service. We will conduct a survey and summary of three to five similar transit systems. During the survey, driver benefits and strategies that they have implemented to retain employees will be discussed. A literature review of recent studies regarding the issue (such as Transportation Research Board documents) will be conducted. Lastly, a qualitative discussion of ongoing costs to the organization versus effectiveness in retaining drivers will be summarized for consideration.

Task 1.2.6: Evaluate Maintenance Program

The Study Team will consider ESTA's current maintenance program, staffing, maintenance-related service interruptions and mechanic hours per vehicle-mile. We will compare the maintenance program with 3 to 5 similar transit services in terms of effectiveness and maintenance policies. The Study Team will also review what is currently maintained in-house versus sent out to other organizations. The current preventative maintenance scheduling program will also be reviewed against the recommended maintenance schedule.

Task 1.2 Deliverables

- ✓ *Technical Memorandum (Tech Memo) 1* will include a review of existing planning documents, study area characteristics and demographics, an operational and performance analysis, a driver retention summary, and a maintenance program overview.

Task 1.3.0: Public Outreach

Task 1.3.1: Conduct Stakeholder Meetings

With the help of ESTA and Caltrans, a Stakeholder Committee will be established during the Kick-Off phase of the project. After the completion of *Tech Memo 1*, we

propose a Stakeholder Committee meeting via web conferencing to gain initial input and feedback on existing transit needs and conditions. A second meeting will then be held after the draft CHSP SRTP is completed to provide any additional comments or feedback. In addition to a brief presentation at both meetings, a short interactive activity will be organized to engage Stakeholders in the planning process further. The input gathered at these meetings will be included in *Tech Memo 2* and expanded upon in the final SRTP.

We propose that the Stakeholder Committee include representatives from the following groups:

- Inyo County Local Transportation Commission
- Mono County Local Transportation Commission
- Caltrans
- City of Bishop
- Town of Mammoth Lakes
- US Forest Service
- Mammoth Mountain Ski Area
- Native American Tribal Governments including the Bishop Paiute Tribe
- Human service organizations

Task 1.3.2: Conduct Public Meetings

In coordination with ESTA, a series of three public meetings will be conducted to gain input from existing riders, Eastern Sierra community members and human service transportation providers in the area. The following proposed Public Workshops will address:

- *Public Workshop 1* – Provide an overview of the purpose and goals of the plan, findings of the existing conditions, and peer review.
- *Public Workshop 2* – Gain input on perceptions of current services, a performance analysis, and desired improvements in services, including perceived coordinated transit needs/service gaps
- *Public Workshop 3* – Identify and discuss preliminary service alternatives.

If COVID conditions allow, the workshops will be held in-person with the ability to participate via web-conference (Zoom) at a time that is determined to generate the highest level of participation from the community. Awareness of these meeting will be generated through social media postings and distribution by the Stakeholder Committee. A summary of the first public workshop will be included in *Tech Memo 2*. The information gained at subsequent public meetings will be expanded upon in the final CHSP SRTP.

Task 1.3.3: Develop Goals, Objectives, Standards, and Demand

LSC will review goals, objectives, and performance standards set forth in the prior CHSP SRTP, the current Regional Transportation Plan, and the Coordinated Public Transit Human Services Transportation Plan. These goals, objectives and performance standards will be compared with existing performance in a series of tables and figures within *Tech Memo 2*. During a similar timeframe as the Stakeholder Committee meetings, LSC will hold a strategic planning workshop via web conference with the ESTA Board of Directors, LTC representatives, and ESTA staff. The purpose of the workshop will be to review ESTA's performance in comparison to existing standards as well as reevaluate the goals and five-year vision for public transit in the Eastern Sierra. Questions to consider at the strategic planning workshop include:

- What does the board see as the role of the public transit operator in the Eastern Sierra?
- Should ESTA play a larger role in recreation related transportation to trailheads?
- Should ESTA focus only on services for the transportation disadvantaged?
- What standards are reasonable (minimum passenger-trips per hour, operating cost per hour, farebox ratio, etc.) to determine the feasibility of transit expansion or the elimination of underperforming services?

A live-poll engagement activity will also be conducted during the meeting where participants will be able to answer questions in real-time for discussion. The Study Team will then revise the mission statement as well as draft goals, objectives, and performance standards. Through review and comment, the Board and LSC will shape these policy statements to represent consensus of the Board and other stakeholders. The goals, objectives and performance standards will be included as a chapter of the SRTP.

Task 1.3.4 Online Community/Rider Survey

To further our understanding of the current service and the ridership it serves, LSC will conduct an online community-rider survey during summer and winter seasons.

The survey effort will help LSC develop a clear understanding of existing trip-making patterns of current transit ridership, their demographic characteristics, their perception of existing services, and their needs for service improvements. The survey will be developed online to be taken via SurveyMonkey, but hard copies will be available on buses as well if passengers prefer. Data collected might include the following:

- Travel mode to and from the bus
- Trip origin and destination (place name or street intersection)
- Ridership frequency
- Trip purpose
- Reason for using the bus, and auto availability
- Opinion regarding transit service characteristics
- Age
- Disability
- Household income
- Desired service improvements
- On-time performance

As the majority of ESTA transit services have long trip lengths and limited stops, LSC proposes that ESTA drivers distribute the on-board survey form to passengers as they board the bus. Driver distributed on-board surveys should occur on the Mammoth Fixed Routes, Town-to-Town routes, Inter-regional routes, and DAR. In order to maximize participation, the survey will be distributed by members of the Stakeholder Committee to their representative organizations, along with flyers to be posted onboard buses, in the local paper, and other local bulletins.

The result of the surveys will provide the Study Team with a clear picture of transit user characteristics in the Eastern Sierra, their needs and perceptions of the existing service, and overall general public opinions about transit services provided by ESTA. Information obtained from the survey efforts will be used for performance analysis, demand analysis, and the development of service alternatives. This information will be presented with graphics, tables, and supporting narrative as part of *Tech Memo 3* with detailed results provided as an appendix.

Task 1.3.0 Deliverables

- ✓ Stakeholder Meeting agendas, presentation, and engagement activity will be prepared prior to meetings. A summary of the initial meeting will be provided under *Tech Memo 2* with an expanded summary of all stakeholder input to be included in the final SRTP.
- ✓ Three public meetings will be coordinated. Input from the first of the meetings will be summarized in *Tech Memo 2* with the subsequent two meetings findings being presented in the final SRTP.
- ✓ A Community/Rider Survey will be prepared and distributed via flyers on buses, social media, and stakeholders. The results of each seasonal survey will also be summarized within *Tech Memo 3*.

Task 1.4.0: Security and Technology

Tasks 1.4.1 and 1.4.2: Assess Existing and Potential Technology, Safety, and Security

The Study Team will coordinate one in-person site visit to the study area to conduct interviews with ESTA driving and operations staff regarding its facilities in Bishop and Mammoth Lakes and will obtain information regarding other vehicle storage facilities. We will also review information regarding the past history of transit accidents and incidents, as well as current staff training. The following items will also be assessed under this task:

- Security needs of the facility as well as potential technological upgrades such as dispatch software, maintenance software, fareboxes, communications technology, etc.
- ESTA's strategies to coordinate with emergency management organizations (Sheriff's Department, USFS, etc.) and assess means by which transit assets can be used in evacuation scenarios.
- Operations and planning technology in relation to management, employee tracking, payroll, customer service, communication, and grant writing.
- The safety and security of video surveillance, cash handling, and driver safety.

- Winter conditions at the Mammoth Yard in relation to de-icing/chaining, slip and fall risks, and utility position environments.

Task 1.4.0 Deliverables

- ✓ Technology, safety, and security analysis to be provided under *Tech Memo 2*.

Task 1.5.0: Transportation Needs Assessment

Tasks 1.5.1 through 1.5.6

The Transportation Needs Assessment portion of our scope will aim to address the following per FTA Circular 9070.1G Section V regarding Coordinated Plans. This portion of the Plan will emphasize the needs of residents that are older (65 years and older), low-income, and/or living with disabilities. During this effort, the following

- *Existing Coordination of Services* will be identified in Task 1.2.2 will be evaluated to see where current coordination is occurring.
- *Potential Coordination Opportunities* to be implemented will be generated based upon the findings of the previous task.
- *Major Barriers* that social services face will be provided.
- *Duplication of Services* will be summarized.
- *Gaps in Service* will be shown and described.
- *Capital Needs* for ESTA as a CTSA and for human services will be generated.

Task 1.5.0 Deliverables

- ✓ A discussion of findings from Tasks 1.5.1 through 1.5.6 will be provided in *Tech Memo 3*.

Task 1.6.0: Alternatives Analysis

Task 1.6.1: Service Alternatives

The Study Team will work with the City staff, and others as deemed appropriate, to determine alternatives which should be evaluated. The alternatives will be formulated based on the transit needs identified in *Tech Memos 1 and 2*, additional input received over the course of the study, and the review of existing service efficiency/effectiveness.

The Study Team will then develop detailed information service alternatives to include Route 395, all DAR, Mammoth Fixed Route, charters, Highway 6 in the Tri-Valley, Reds Meadow, Lakes Basin, Bishop Creek, Whitney Portal, Onion Valley, and other trailheads in Inyo County. Alternatives such as the feasibility of potential checkpoints in Bishop, alternative fuels such as Hydrogen, and the possibility of an ESTA-managed YARTS US 395 service will also be considered. The detailed information will be used in the analysis of each alternative and the development of recommendations to the client. The following information will be provided for each alternative:

- Type of service to be offered;
- Operating characteristics, including service areas, routes and schedules, hours of operation, vehicle mileage, ridership, and personnel requirements;
- Ridership impacts, disaggregated by type of rider. In particular, we will compare the potential for additional new riders versus the impact of any service modifications on existing ridership;
- Financial characteristics including operating, capital, and administrative costs; fare, charter, advertising, tax, and other revenues. Cost and revenue figures will be projected for each of the five years; and
- Provisions for meeting elderly and disabled needs in general and the requirements of the ADA in particular.

The route alternatives will be incorporated into a cost-effectiveness analysis. The alternatives will also be evaluated based on the goals and objectives for transit service in the study area. In addition, a "status quo" alternative will be projected over the study horizon to identify the impacts associated with maintaining current operations.

Other specific alternatives that will be evaluated will include:

- Expansion of existing service areas;
- Modifications in the hours of operation;
- Revisions (including possible cutbacks) in established services that are not meeting performance standards;

- Potential changes in the provision of ADA demand-response service;
- Modification of existing routes, schedules, and timed transfer points;
- Recommendations of previous studies that have yet to be implemented; and
- Modification of fare levels.

The alternatives will be developed after close consultation and coordination with ESTA staff and Stakeholder Committee members. Alternatives will be refined from the conceptual level to better define operational systems in terms of their feasibility, level of service, rolling stock requirements, maintenance facilities, etcetera. Based upon the configuration and service quality of the alternative systems, forecasts of ridership will be prepared. A comprehensive analysis of alternatives will be prepared for the short-term and long-term.

Task 1.6.2: Capital Alternatives

Capital alternatives will be developed to support the transit service alternatives in Task 1.6.1, and to meet short- and long-term transit needs. Capital alternatives to be evaluated will include the following:

- Future fleet requirements, based upon both planned replacement of existing vehicles as well as the fleet needs associated with the various service alternatives. This will include a review of transit vehicle fuel options and means of addressing California Air Resources Board Zero Emission Transit Fleet requirements.
- Future transit maintenance/administration facility needs that are required to accommodate the fleet and staff associated with future transit service levels.
- Passenger facility improvements, including bus stop enhancements, improvements to the transit center. This sub-task will include a review of bicycle and pedestrian improvements needed to improve access to key bus stops.

Task 1.6.3: Management and Financial Alternatives and other Funding Sources

The Study Team will provide modifications to performance standards and vehicle maintenance based on findings from the initial performance review, peer system review, and ESTA Board input. Fare structure alternatives based on information from the fare structure of peer agencies will also be determined and other funding sources identified.

Task 1.6.0 Deliverables

- ✓ Service, Capital, Management, and Financial Alternatives will be discussed under *Tech Memo 4*.

Task 1.7.0: Coordination of Services

Tasks 1.7.1, 1.7.2, and 1.7.3: Evaluation Criteria, Coordinated Strategies, and Implementation Plan

As it is unlikely that all strategies could be funded, it is essential to identify the strategies which will have the most benefit to the community and are the most important to the community. The 2015 Coordinated Plan developed three separate evaluation criteria in an effort to prioritize the importance of coordinated strategies. As part of this task, the Study Team will review and update, if necessary, the evaluation criteria.

The findings of *Tech Memo 3* will be used to develop draft solutions to meet the unmet needs of the target population and recommend potential service changes that would eliminate duplication of services and improve mobility. Strategies may include expansion of services, sharing of resources or organizational changes.

As part of this task, the Study Team will rank the coordinated strategies in terms of priority based on input from the public/stakeholder input process. The final sections of the report will also include a brief review of all the public transportation funding sources available to Inyo and Mono Counties in their implementation of these strategies. Next, general cost estimates for each strategy will be developed and compared to available financial resources. The high priority strategies should be implementable within the five-year planning period. A timeline for implementation and steps required to implement the high priority strategies will be outlined in the report.

Task 1.7.0 Deliverables

- ✓ Several chapters pertaining to the CHSP, as described above, will be included in *Tech Memo 4*.

Task 1.8.0: Short Range Transit Plan

Task 1.8.1: Service Plan

The Study Team will work with the ESTA staff and others as deemed appropriate, to decide alternatives that should be evaluated. The alternatives will be formulated based on transit performance, public/stakeholder input, and the unmet needs and transit demands identified in previous tasks. The following information will be provided for each alternative:

- Type of service to be offered;
- Operating characteristics, including service areas, routes and schedules, hours of operation, vehicle mileage, ridership, and so forth;
- Ridership impacts, disaggregated by type of rider. In particular, LSC will compare the potential for additional new riders versus the impact of any service modifications on existing ridership;
- Financial characteristics including operating, capital, and administrative costs as well as fares, charter, advertising, tax, and other revenues. Cost and revenue figures will be projected for each of the five years;
- Provisions for meeting elderly and disabled needs in general and the requirements of the ADA in particular; and
- Institutional options, such as joint service with other jurisdictions, or public/private partnerships.

Each of these components will be incorporated into a cost-effectiveness analysis for the alternatives. The alternatives will also be evaluated based on the goals and objectives for transit service in the study area. Potential alternatives include the following:

- Expansion of service to new areas;
- Increased/decreased service hours/days;
- Increased frequency of town to town and inter-regional routes; and
- Improved connections with intercity or other regional transit services.

In addition, a “status quo” alternative will be projected over the five-year study horizon to identify the impacts associated with maintaining current operations. The alternatives will be developed after close consultation and coordination with ESTA staff. Alternatives will be refined from the conceptual level to better define operational systems in terms of their feasibility, level of service, rolling stock requirements, maintenance facilities, etcetera. Based upon the configuration and service quality of the alternative systems, forecasts of ridership will be prepared.

Task 1.8.2: Capital Improvements Plan

For this task, LSC will develop a complete analysis of capital improvement needs and priorities over the five-year term in detail and the ten-year term in general terms. The Capital Plan will address the following:

- An inventory and assessment of all existing transit stops, as well as potential stops along new routes;
- Potential park-and-ride or other multi-modal facility locations;
- Review of the ESTA’s planned Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) capital improvement projects;
- Discussion with ESTA staff regarding the facility/office needs;
- Acquisition of replacement and expansion vehicles, specific to service recommendations and with consideration for alternative fuels;
- Consideration of other technology capital needs, such as communications systems, security cameras, GPS based technologies; and
- Review of the adequacy existing transit facility in Bishop as well as the other fleet storage locations and fleet maintenance options as discussed above.

Task 1.8.3: Management Plan

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

Task 1.8.4: Financial Plan

To effectively develop a reliable financial plan, it is necessary to identify future funding sources for the planned service and capital alternatives developed as part of this task.

The consultant will develop five-year and 10-year cash flow projections to match the recommended service alternatives and their capital elements. In coordination with ESTA, the consultant will prepare a list of funding source assumptions for the following:

- Transportation Development Act funds;
- Federal Transit Administration funds;
- New state funding options, such as the Cap and Trade and Low Carbon Transit Operations Programs;
- Joint funding with adjacent jurisdictions;
- Private funding partnership opportunities; and
- Farebox revenues.

Both the operating and capital alternatives will be used to forecast future financial requirements. Through an iterative process, differing capital and service improvement plans can be evaluated to ensure that an adequate funding balance is maintained through the life of the plan. This task will result in a financial plan that includes analyses of revenue and expenditures for the plan period.

As part of the alternatives analysis, the current fare structure will be reviewed and compared to similar transit agencies. Various fare alternatives will be considered based on the need to meet Transportation Development Act funding farebox ratio requirements and ESTA adopted standards. LSC will consider the fare alternatives—both the increase in revenue as well as the decrease in ridership and impact a fare increase may have on the disadvantaged population.

Task 1.8.5: Implementation Plan

The Study Team will provide a five-year implementation plan under the Draft SRTP that will include operating and capital investments by fiscal year.

Task 1.8.0 Deliverables

- ✓ The service, capital improvement, management, financial, and implementation plan components of the SRTP will be presented under the Draft SRTP presented under Task 1.9.0.

Task 1.9.0: Draft CHSP and SRTP Review

Tasks 1.9.1: Draft SRTP and CHSP for Review

The Draft SRTP Report will be prepared by combining all chapters from *Tech Memos 1 through 4* and adding a plan chapter identifying the preferred service, capital, management, and financial alternatives. The Draft SRTP will also include an implementation plan for the selected alternatives.

After a period of review, the Draft SRTP Report will be revised to address comments and will be reissued as the Final Updated Inyo – Mono Counties CHSP and SRTP.

Tasks 1.9.2 and Task 1.9.3: CHSP and SRTP Adoption

LSC will prepare each final plan and provide a presentation of recommendations to the Eastern Sierra Transit's Board of Directors, ESTA staff, and LTC staff for final adoption.

Task 1.9.0 Deliverables

- ✓ LSC will prepare a presentation for the final Updated Inyo – Mono Counties CHSP and SRTP for adoption by the Eastern Sierra Transit's Board of Directors, ESTA staff, and LTC staff.

2) PROJECT TIMETABLE

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

Project Timetable

A. Presentations

A minimum of three presentations of the draft SRTP and CHSP, one each to the ESTA Board, Mono and Inyo LTC's will be required. LSC's presence at the presentation of the final drafts at the ESTA Board meeting is also required. The meetings will occur at to-be-determined dates.

B. Delays

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



Table 1: Proposed Schedule

Inyo - Mono Counties Coordinated Public Transit - Human Services Transportation and Short Range Transit Plan

Tasks	June	July	August	September	October	November	December	January	February	March	April	May
1.1.0 PROJECT INITIATION	■											
1.2.0 REVIEW OF EXISTING CONDITIONS		■	■	■								
1.3.0 PUBLIC OUTREACH				■	■	■						
1.4.0 SECURITY/TECHNOLOGY				■	■	■						
1.5.0 TRANSPORTATION NEEDS ASSESSMENT					■	■	■					
1.6.0 ALTERNATIVES ANALYSIS					■	■	■					
1.7.0 COORDINATION STRATEGIES							■	■				
1.8.0 SHORT RANGE TRANSIT PLAN								■	■			
1.9.0 DRAFT SRTP AND CHSP REVIEW										■	■	
<i>Optional Task - Community/Rider Survey</i>												■

KO = Kick off, S = Surveys, TM = Tech Memo, D = Draft, F = Final
 SC = Stakeholder Committee Mtg, PW = Public Workshop

TM1 PW1 TM2 TM3 PW2 TM4 PW3 SC2 F

3) TERM OF AGREEMENT

The term of the Agreement shall be from July 9, 2021 to June 30, 2022, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

4) COMPENSATION AND METHOD OF PAYMENT

A. Cost Ceiling

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

Not to exceed \$134,505 (Includes \$113,372 in Federal Transit Administration, Section 5304 – Sustainable Communities Transit Funds)

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

B. Compensation

1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget.
 - a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
 - b. Changes to staff must be approved by ESTA prior to beginning work on the project.
2. Consultant will not charge for travel, phone, copying or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated July 9, 2021 ("Project Budget/Rates of Compensation"), attached hereto and incorporated herein as Exhibit "A." Backup documentation must be provided for all travel, phone, copying or other out-of-pocket expenses.
 - a. Travel and subsistence (per diem) expenses of Consultant and Subcontractors claimed for reimbursement using funds administered through this agreement shall not exceed rates authorized to be paid to non-state employees under current State of California Department of Human Resources (Cal HR) rates or Caltrans Division of Accounting Travel Guide (www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm).
3. ESTA shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to Consultant, as provided in this Agreement, shall be in

compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

C. Cost Principles

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review.

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

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

D. Indirect Cost Rate (ICR)

1. Prior to Consultant seeking reimbursement of indirect costs, Consultant must prepare an indirect cost rate (ICR) proposal in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Contract Cost Principles and Procedures.

2. Material audit adjustments will require reimbursement to ESTA and STATE if proposals are later found to have included costs that are unallowable as specified by law or regulation.

E. Retention

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

5) RECORD RETENTION/AUDITS

1. Consultant shall maintain all source documents, books and records connected with project for a minimum of three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by ESTA upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
2. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
3. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of ESTA contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the three (3) years from the date of final grant payment to ESTA or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

6) TERMINATION FOR CONVENIENCE OF ESTA

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

7) TERMINATION OF AGREEMENT FOR CAUSE

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

8) FORCE MAJEURE

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

9) INTEREST OF OFFICIALS AND CONSULTANT

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

10) COVENANT AGAINST CONTINGENT FEES

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

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11) SUCCESSORS AND ASSIGNS

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

12) CONSULTANTS AND SUBCONTRACTORS

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

accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

13) INDEPENDENT CONTRACTOR

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

14) INSURANCE

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

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

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

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

15) DISPUTE: GOVERNING LAW AND FORUM

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

16) SPECIFICATIONS

- A. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.

- B. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which Consultant shall seek, with all due diligence, to attain. Any changes to tasks hereunder shall be mutually agreed to and include provisions for resulting schedule and cost adjustments.

17) PUBLICATIONS

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

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

18) HEADINGS

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

19) CONVICT LABOR

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

20) INDEMNIFICATION

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

21) OWNERSHIP OF DOCUMENTS; PERMISSION

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

22) NOTICES

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

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

Gordon Shaw, President
LSC Transportation Consultants, Inc.
PO 1096
Tahoe City, CA 96145
Email: gordonshaw@lsctahoe.com

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

23) WAIVERS

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

24) LITIGATION

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

25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

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

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

- A. It is ESTA's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. ESTA does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical

condition, disability, sexual orientation or gender identity in conducting its business. ESTA prohibits discrimination by its employees, contractors and consultants.

- B. Consultant assures ESTA that it complies with, and that Consultant will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ESTA may deem appropriate.
1. Consultant and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
 2. Consultant and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
 3. Consultant and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Consultant and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

28) DRUG-FREE CERTIFICATION

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

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

29) UNION ORGANIZING

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

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

30) POLITICAL REFORM ACT COMPLIANCE

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

31) SEVERABILITY

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

32) INTEGRATION AND MODIFICATIONS

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

33) PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

34) ASSIGNMENT

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

35) COMPLIANCE WITH LAWS

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

36) CAMPAIGN CONTRIBUTION DISCLOSURE

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

37) AUTHORITY

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

38) COUNTERPARTS

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

39) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

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

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

40) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

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

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

41) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

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

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

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

42) DISADVANTAGED BUSINESS ENTERPRISE (DBEs) PARTICIPATION

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

Agreement as Exhibit "E" so that ESTA may compile statistics for federal reporting purposes.

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

performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

43) NON-DISCRIMINATION CLAUSE

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

44) ESTA CONTRACT ADMINISTRATOR

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

45) FINAL PRODUCT

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

46) CONTRACT CLOSEOUT


Consultant must complete all work, submit all copies of the final product, all deliverable(s) no later than May 31, 2022. Final invoice must be submitted to ESTA by June 30, 2022.

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

Eastern Sierra Transit Authority

Consultant

Phil Moores
Executive Director



Gordon R. Shaw
Principal

LSC Transportation Consultants, Inc.

Date: _____

Date: 5/24/21_____

EXHIBIT A

Project Budget/Cost Proposal

Table 2: Cost

Eastern Sierra Transit Authority Coordinated Public Transit - Human Services Transportation and Short Range Transit Plan

Task	Personnel and Hourly Rates					Total Hours	Total Cost
	Principal-In Charge	Project					
	Shaw	Planner Marmesh	Planner McKinney	Graphics Support	Clerical Support		
1.1.0 PROJECT INITIATION	16	7	2	0	4	29	\$4,815
1.2.0 REVIEW OF EXISTING CONDITIONS	40	136	32	24	0	232	\$29,720
1.3.0 PUBLIC OUTREACH	34	64	0	0	16	114	\$15,960
1.4.0 SECURITY/TECHNOLOGY	16	20	0	0	0	36	\$5,820
1.5.0 TRANSPORTATION NEEDS ASSESSMENT	14	24	68	12	0	118	\$13,940
1.6.0 ALTERNATIVES ANALYSIS	38	34	18	12	0	102	\$15,120
1.7.0 COORDINATION STRATEGIES	18	18	76	20	0	132	\$15,610
1.8.0 SHORT RANGE TRANSIT PLAN	80	40	8	16	0	144	\$24,320
1.9.0 DRAFT SRTP AND CHSP REVIEW	14	16	0	12	24	64	\$7,560
Hours	270	359	204	96	44	971	\$132,865
Total Personnel Cost	\$59,400	\$41,285	\$21,420	\$7,680	\$3,080		
							LSC Additional Expenses
							Travel \$1,140
							Printing/Copying \$400
							Phone/Postage/Delivery \$100
							Subtotal: Other Expenses \$1,640
							Total Study Costs \$134,505



EXHIBIT B INVOICING AND ALLOWABLE CHARGES

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

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



Authorized Signature for Consultant

EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT

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

Current Board Directors of the ESTA:

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

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

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

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

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

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

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

5/24/21

DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

Gordon R. Shaw, President
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

LSC Transportation Consultants, Inc
(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

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

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

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

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

EXHIBIT D

DEBARMENT CERTIFICATION FORM

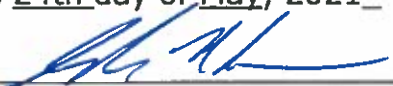
The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

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

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

Dated this 24th day of May, 2021

By



Authorized Signature for Consultant

Gordon R. Shaw, PE, AICP

Printed Name and Title

LSC Transportation Consultants, Inc.

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

Address

2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145

City/State/Zip Code

(530) 583-4053
info@lsctahoe.com

Area Code/Telephone Number and E-Mail Address

EXHIBIT E

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Eastern Sierra Transit Authority 2. Contract DBE Goal: 0 percent

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

4. Project Location: Mono and Inyo counties, California

5. Consultant's Name: LSC Transportation Consultants, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$134,505

8. Total Dollar Amount for **ALL** Subconsultants: \$134,505 9. Total Number of **ALL** Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
N/A	N/A	N/A	N/A
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$0
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			0%
23. Local Agency Representative's _____ 24. Date _____ 25. Local Agency _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="text-align: right;"> 5/24/21 _____ 15. Preparer's Signature 16. Date Gordon R. Shaw 530-583- _____ 17. Preparer's 18. Phone President 4053 _____ 19. Preparer's _____ Title </div>	

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

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

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

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

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

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

EXHIBIT F

**Prompt Payment Certification
Federal-Aid Projects**

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

Date of Payment to Consultant
ESTA

Prompt Payment Certification Due to

Certification

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

NA

Consultant/Prime Contractor

Project

Signature

Date

Printed Name

The following subcontractors have not been paid for reasons listed:

Name of Subcontractor	*Reason for Non-Payment
NA	

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

Return this form by mail or email to:

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

EASTERN SIERRA TRANSIT AUTHORITY

Minutes of Friday, May 14, 2021 Meeting

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 9:00 a.m. on Friday, May 14, 2021, via Zoom. The following members were present: Bob Gardner, Karen Schwartz, Rhonda Duggan, Bill Sauser, Jim Ellis, Jeff Griffiths, and Kirk Stapp. Director Dan Totheroh was absent. Phil Moores led the Pledge of Allegiance.

Public Comment	None
Executive Directors Report	Mr. Moores reported on ESTA activities and performance.
Financial Report FY 2020/21	Ms. Bentley presented the 2020-21 financial report as of May 7, 2021.
Ridership Report	Mr. Moores presented the Ridership Report for March 2021.
Bishop Mobile Office Lease	Mr. Moores presented a report on the lease of a mobile office for ESTA's Bishop location.
Swiftly Contract	Mr. Moores present a report on the Swiftly Contract.
Reds Meadow Fare Increase – Public Hearing	Public Hearing for comment on Reds Meadow Temporary Fare Increase opened at 9:28 am. There was no public comment. The Public Hearing was closed at 9:31 am.
Reds Meadow Temporary Fare Increase	Moved by Director Gardner and seconded by Director Duggan to approve the temporary Reds Meadow Fare Increase for the summer of 2021. Proposed Temporary fare: Adults \$15.00, Children \$7.00 Roll call vote taken. Motion carried 7-0 with Director Totheroh absent.
Approval of Revised Bus Purchase	Moved by Director Griffiths and seconded by Director Sauser to ratify the purchase of two Starcraft Allstar F450 – Class C buses from Creative Bus Sales, in the amount of \$231,272.36 funded with an FTA Section 5310 grant and Inyo Capital Restricted STA funds or with funds from ESTA's capitol replacement account, with the busses to be ordered through the CalACT/MBTA purchasing cooperative.

	<p>Roll call vote taken. Motion carried 7-0. Director Totheroh absent.</p>
<p>Consent Agenda: Approval of Regular Meeting Minutes of April 9, 2021.</p>	<p>Moved by Director Gardner and seconded by Director Sauser to approve the Consent Agenda Consisting of:</p> <p>Approval of Meeting Minutes of March 12, 2021.</p> <p>Roll call vote taken. Motion carried 7-0. Director Totheroh absent.</p>
<p>Closed Session</p>	<p>Open Session was recessed at 9:39 am to convene in closed session to consider:</p> <p>DISCUSSION/POSSIBLE ACTION – Conference with Labor Negotiators (Pursuant to Government Code Section 54957.6) Phil Moores and John Vallejo. Bargaining Group; ESTA-MCEA</p> <p>CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation: It is the intention of the Board to meet in closed session concerning the following item: Significant Exposure to Litigation pursuant to government code 54956.6(b) one case.</p>
<p>Report on Closed Session</p>	<p>Closed session was recessed at 10:16 am. Director Sauser stated there was no action taken in closed session.</p>
<p>Board Member Comments</p>	<p>Director Gardner commented that Mammoth Lakes is working on their budget and there is a town hall meeting 5/25/21.</p> <p>Director Griffiths commented that Inyo County is at 55.4% fully vaccinated and 72% for their 1st shot.</p> <p>Director Duggan commented that it’s really good to see agencies come together to work on solving the dispersed camping issue. Mammoth Lakes Tourism is working on their budget. Bluezapalooza is Aug. 5-8, it will be the 25th anniversary. Mono LTC discussed unmet transit needs. Motocross will be happening.</p> <p>Director Schwartz commented that Mule Days is happening, although there will be no parade. Bishop is hosting a 4th of July day in the park with fireworks. Work is being done to rezone the downtown area.</p> <p>Director Ellis said Mule Days should break even this year.</p>

	Director Sauser said the Town of Mammoth Lakes is working on their budget. There will be fireworks at Crowley Lake on the 4 th of July. CDC made changes on the mask issue but we still have to follow state rules.
Adjournment	The Chairperson adjourned the meeting at 10:24 am The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for August 13, 2021 at 11:00 am. Check ESTA website for details on attending the meeting.

Recorded & prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved: