



# ESTA BOARD AGENDA

Regular Meeting

Friday, June 14, 2019 at 11:00am  
2520 Main St., Ste. Z  
Town of Mammoth Lakes, CA

The Agenda is available at [www.estransit.com](http://www.estransit.com)

**Chairperson: Jeff Griffiths**

**Vice-Chairperson: Bob Gardner**

Board Members:

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

Jeff Griffiths (Inyo County)  
Jennifer Halferty (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)

## 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
- A-3 Operations Report
- A-4 Bishop Airport Commercialization Update

## **B. Action Agenda**

- B-1 Approve Resolution #2019-04 authorizing competitive application for 5339(b) Grants for Buses and Bus Facilities Program for twelve replacement vehicles
- B-2 Approve Resolution #2019-05 authorizing non-competitive application 5339(b) Grants for Buses and Bus Facilities Program for one trolley
- B-3 Town of Mammoth Lakes Rate Increase
- B-4 Fiscal Year 19-20 Budget

## **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 Meeting Minutes of April 12, 2019
- C-2 Approval of 2019 Historical Society agreement

## **D. Board Member Comments**

## **E. Closed Session**

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

## **F. Adjournment**

The next scheduled regular meeting will be **July 12, 2019** in City of Bishop Council Chambers 301 West Line St, Bishop, California at 9:00 am.

## STAFF REPORT

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

### **Safety:**

The ESTA Safety Committee met on May 29<sup>th</sup> and to date 14 safety issues have been discussed. Four of the issues have been completed and the remaining items are being addressed.

### **Maintenance:**

ESTA plans to take delivery of a new Freightliner Defender bus June 28<sup>th</sup>. The 37-foot, 33 seat bus is planned to serve the 395 Routes.

### **Administration:**

ESTA's new charter policy is being implemented. I am working with the many entities throughout and beyond the two counties to explain the policy. ESTA is now reporting charter work on the FTA website. Currently active requests are Bluesapalooza, Mammoth Half Marathon, DayTripper Devils Postpile, Mule Days, Jazz by the Creek, and Disabled Sports events. It is estimated that ESTA receives over 40 requests per year.

### **Training:**

Recruitment for the summer season is concluded. Eleven drivers were hired of which nine remain. One of the nine was promoted to dispatch. All of the drivers are expected to work in Mammoth. We expect less than 100% retention of this class in addition to other driver departures, but we are confident we can deliver the services planned for the summer.

### **Planning:**

Analysis of the Lone Pine to Reno Route schedule is complete. Concerns about the drive time and break time are resolved. Drivers, supervisors, and myself determined a new schedule planned for implementation September 16<sup>th</sup>, 2019.

The Board asked me to research ESTA's cost per hour in comparison to other transit agencies. The following table illustrates ESTA's below average position when compared to agencies with 25,000 to 98,000 service hours.

<b>2017 National Transit Data Agency Profiles</b>					
#	Agency	Annual Revenue Miles	Annual Revenue Hours	Expense per Revenue Mile	Operating Expense per Revenue Hour
1	Simi Valley Transit	540,397	44,736	\$12.44	\$150.29
2	El Dorado Transit	1,136,392	52,596	\$6.77	\$146.23
3	City Of Elk Grove	1,085,711	74,134	\$9.20	\$134.80
4	City of Commerce	460,078	35,041	\$9.42	\$123.65
5	Placer County Transit	1,871,528	92,286	\$6.04	\$122.46
6	Ventura Transit	1,954,877	81,466	\$4.77	\$114.47
7	San Luis Obispo RTA	1,908,894	91,186	\$5.27	\$110.36
8	Tahoe Transit	734,690	50,733	\$7.55	\$109.31
9	Nevada County Transit	493,720	32,140	\$7.04	\$108.17
10	City of San Luis Obispo	437,145	34,698	\$8.47	\$106.68
11	Kern Regional Transit	2,619,077	98,931	\$4.66	\$106.55
12	Roseville	729,606	50,970	\$7.44	\$106.54
13	Union City Transit	542,952	50,374	\$8.93	\$96.25
14	Lodi Transit	372,440	34,585	\$8.68	\$93.50
15	Redding Transit	1,036,164	60,403	\$5.43	\$93.20
16	City of Petaluma	321,939	29,048	\$8.25	\$91.41
17	Imperial County TC	1,190,021	59,698	\$4.55	\$90.71
18	City of Tracy	397,928	36,443	\$8.19	\$89.40
19	Tulare County Transit	1,033,941	37,608	\$3.23	\$88.71
20	Morango Basin Transit	644,084	32,446	\$4.47	\$88.65
21	Stanislaus Transit	1,201,909	66,679	\$4.90	\$88.28
22	Mendocino	735,040	44,244	\$5.27	\$87.50
23	Pomona Valley Transit	556,499	37,227	\$5.65	\$87.43
24	Yuma County Transit	1,331,720	51,200	\$3.32	\$86.27
25	Lompoc Transit	650,443	30,104	\$3.98	\$86.03
26	Thousand Oaks Transit	1,004,580	62,589	\$5.31	\$85.20
27	City of Redondo Beach	448,682	40,542	\$7.69	\$85.06
28	City of Riverside DR	640,278	45,646	\$5.90	\$83.02
29	City of El Monte	346,401	34,339	\$8.23	\$83.01
30	ESTA	892,089	56,004	\$5.21	\$82.95
31	Yuba-Sutter Transit	1,208,091	81,578	\$5.56	\$82.37
32	City of Tulare	645,879	37,337	\$4.67	\$80.87
33	Goleta Easy Lift	625,425	29,694	\$3.82	\$80.44
34	Mountain Area Transit	612,503	35,390	\$4.50	\$77.92
35	Humbolt RTA	1,030,242	46,666	\$3.53	\$77.89
36	Guam RTA	1,344,888	52,035	\$3.00	\$77.59
37	City of Pasadena	875,198	84,531	\$7.36	\$76.16
38	Laguna Beach Transit	339,406	36,128	\$8.08	\$75.90
39	City of Alhambra	366,764	29,514	\$8.23	\$74.38
40	City of Porterville	741,136	52,567	\$5.20	\$73.34
41	Kings County Transit	831,828	54,840	\$4.77	\$72.37
42	City of Corona	392,380	31,351	\$5.58	\$69.87
43	Fresno Transit	988,295	71,697	\$4.96	\$68.36
44	City of Madera	366,748	28,218	\$5.11	\$66.38
45	City of Scottsdale	834,136	70,174	\$5.56	\$66.08
46	Unitrans - City of Davis	828,481	78,524	\$6.22	\$65.61
47	Camarillo Transit	326,783	31,749	\$5.85	\$60.17
48	San Benito County	452,816	29,730	\$3.82	\$58.14
49	Santa Maria Transit	995,244	68,491	\$3.92	\$56.97
50	City of Vacaville	576,898	42,831	\$3.83	\$51.58
51	City of South Gate	354,725	27,351	\$3.78	\$49.02
	Average	824,649	50,363	\$5.95	\$87.99

The board asked for the Purple line to be detailed in the FY 17-18 Performance report. The Purple line carries roughly the same passengers per hour as the other Mammoth fixed route services. At two trips per hour this works out to about 11 passengers per trip on a 35-passenger bus (20 seats and 15 standees). A critical ridership point for urban service is when passengers experience crush loads or pass-bys. Some agencies establish load standards based on a load factor calculated as number of passengers divided by number of seats. For example, a 20-seat bus with 30 passengers equals a load factor of 1.50. ESTA (or its contractors, TOML and MMSA) can use this number to establish a threshold which will support introducing new service. Different service types should have different standards.

FY 2017-18		Operating Statistics			Operating Expenses					Performance	
Route	Type	Total Pax	Svc Hours	Svc Miles	Maint	Fuel	Salaries & Benefits	Other	Total	Pax/hr	Cost Per Hour
Mammoth Express	Com	4,500	1,005	44,292	\$25,368	\$20,968	\$49,746	\$10,165	\$106,247	4.5	\$105.75
Lone Pine to Bishop	Com	3,571	1,256	55,904	\$32,018	\$26,465	\$62,169	\$12,703	\$133,356	2.8	\$106.21
Lone Pine DAR	DAR	4,317	1,759	18,407	\$10,542	\$8,714	\$87,103	\$17,798	\$124,157	2.5	\$70.58
Tecopa	LL	113	152	4,099	\$2,348	\$1,940	\$7,507	\$1,534	\$13,329	0.7	\$87.91
Walker DAR	DAR	2,130	1,837	12,487	\$7,152	\$5,911	\$90,956	\$18,585	\$122,604	1.2	\$66.74
Bridgeport to G'Ville	LL	501	326	7,188	4,117	3,403	16,160	3,302	26,981	1.5	\$82.67
Benton to Bishop	LL	362	171	7,646	4,379	3,620	8,450	1,727	18,176	2.1	\$106.50
Specials	Chr	3,200	213	1,986	1,137	940	10,546	2,155	14,779	15.0	\$69.39
Bishop DAR	Par	43,992	10,940	117,190	67,119	55,479	541,668	110,682	774,947	4.0	\$70.84
Nite Rider	DAR	4,415	847	12,240	7,010	5,794	41,938	8,569	63,313	5.2	\$74.75
Mammoth FR	Cor	289,357	12,778	159,245	91,206	75,388	632,709	129,284	928,586	22.6	\$72.67
Purple	Cor	89,344	4,012	53,160	30,447	25,166	198,671	40,595	294,879	22.3	\$73.49
Mammoth DAR	Par	3,745	2,201	7,258	4,157	3,436	108,964	22,265	138,822	1.7	\$63.08
Reno	Cor	7,950	3,313	138,582	79,428	65,653	164,021	33,515	342,618	2.4	\$103.43
Lancaster	Cor	5,728	2,583	124,625	71,377	58,998	127,900	26,134	284,410	2.2	\$110.10
Reds Meadow	Cor	128,587	3,592	45,476	26,046	21,529	177,849	36,341	261,764	35.8	\$72.88
MMSA	Cor	480,770	10,131	124,937	71,556	59,146	501,619	102,498	734,819	47.5	\$72.53
The Limited		1,185	80	1,402	803	664	3,961	809	6,237	14.8	\$77.97
June Lake Summer*	MD	338	456	6,271	3,592	2,969	22,578	4,614	33,752	0.7	\$74.02
June Lake Winter*	MD	1,323	356	9,816	5,622	4,647	17,627	3,602	31,498	3.7	\$88.48
Bishop Creek*	MD	657	280	8,723	4,996	4,130	13,864	2,833	25,822	2.3	\$92.22
<b>Total</b>		<b>1,076,085</b>	<b>58,287</b>	<b>961,034</b>	<b>550,420</b>	<b>454,960</b>	<b>2,886,006</b>	<b>589,711</b>	<b>4,481,097</b>	<b>18.5</b>	<b>\$76.88</b>

\* Data is from calendar year to capture a full season dataset.

### LTC's, TOML, CAC's, and MMSA:

I attended the June Lake CAC for further discussion regarding the winter and summer shuttles. MMSA's June Lake Ski Resort Director, Julie Brown is campaigning for the reinstatement of the winter shuttle. In addition, the Mono Unmet Transit Needs process instigated a broad discussion on transit services in Mono County. The Town and Mono LTC have asked me to develop reports on June Lake, The Limited, and the Purple Line. My plan, if it pleases the ESTA Board, is to write these reports and present them to the various commissions, councils, and committees. Afterwards, I will present the reports to the ESTA

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Agenda Item A-1

Board along with the information I gained from the groups. At that point, I will accept direction from the ESTA board on how to proceed.

**STAFF REPORT**

Subject: Financial Report – FY 2018/19

Presented by: Karie Bentley, Administration Manager

The year-to-date roll-up, budget unit summary and fund balance reports for the 2018/19 fiscal year as of June 3, 2019 are included on the following pages.

Maintenance and fuel expenses reflect invoicing from the Town of Mammoth Lakes through April 2019. Fuel expense per gallon is 22% below the budgeted amount at this point in the year.

Actual year to date expense for facilities, which includes the utilities, is over budget due to \$5K phone bill from previous fiscal years that was never received by ESTA and a change in utility billing practice with the Town of Mammoth Lakes (TOML). Previously TOML paid utility bills for our Mammoth Operations facility and then invoiced ESTA for a portion of the bills. The practice has been changed so that ESTA pays the utility bills and invoices TOML for their portion, resulting in a higher utility expense, however, year-to-date ESTA has receive payments of \$7K which show up in the Miscellaneous Revenue line item in the attached financial report and offsets the overage on the budget.

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

<b>ESTA Operating Expenses FY 18-19</b>			
<b>% of fiscal year →</b>			<b>92.6%</b>
<b>Category</b>	<b>Budget</b>	<b>Actual Year To Date</b>	<b>% of Budget</b>
<b>Total Revenue</b>	<b>5,237,282</b>	<b>4,218,597</b>	<b>80.5%</b>
<b>EXPENSES</b>			
Total Salaries	2,003,628	1,780,113	88.8%
Total Benefits	792,182	522,032	65.9%
Total Insurance	339,976	293,761	86.4%
Total Maintenance	615,480	474,884	77.2%
Facilities	246,694	249,420	101.1%
Total Services	211,400	164,875	78.0%
Fuel	632,752	412,774	65.2%
Other	218,050	92,150	42.3%
<b>Total Expenses</b>	<b>5,060,162</b>	<b>3,990,008</b>	<b>78.9%</b>

COUNTY OF INYO

June 14, 2019  
Agenda Item A-2

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 6/3/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
<b>Key: 153299 - EASTERN SIERRA TRANSIT</b>						
<b>OPERATING</b>						
<b>Revenue</b>						
4061	LOCAL TRANSPORTATION TAX	1,279,564.00	998,300.42	0.00	281,263.58	78.01
4065	STATE TRANSIT ASST	397,932.00	214,656.45	0.00	183,275.55	53.94
4301	INTEREST FROM TREASURY	24,000.00	46,811.09	0.00	(22,811.09)	195.04
4498	STATE GRANTS	57,985.00	39,744.00	0.00	18,241.00	68.54
4499	STATE OTHER	71,626.00	10,207.86	0.00	61,418.14	14.25
4555	FEDERAL GRANTS	453,001.00	195,863.49	0.00	257,137.51	43.23
4599	OTHER AGENCIES	878,855.00	700,414.90	0.00	178,440.10	79.69
4747	INSURANCE PAYMENTS	0.00	29,659.39	0.00	(29,659.39)	0.00
4819	SERVICES & FEES	2,069,319.00	1,967,899.97	0.00	101,419.03	95.09
4959	MISCELLANEOUS REVENUE	5,000.00	15,039.56	0.00	(10,039.56)	300.79
	<b>Revenue Total:</b>	<u>5,237,282.00</u>	<u>4,218,597.13</u>	<u>0.00</u>	<u>1,018,684.87</u>	<u>80.54</u>
<b>Expenditure</b>						
5001	SALARIED EMPLOYEES	1,525,159.00	1,194,410.95	0.00	330,748.05	78.31
5003	OVERTIME	69,218.00	110,678.46	0.00	(41,460.46)	159.89
5005	HOLIDAY OVERTIME	131,197.00	93,269.37	0.00	37,927.63	71.09
5012	PART TIME EMPLOYEES	278,054.00	381,753.75	0.00	(103,699.75)	137.29
5021	RETIREMENT & SOCIAL SECURITY	47,606.00	36,724.13	0.00	10,881.87	77.14
5022	PERS RETIREMENT	225,009.00	156,128.42	0.00	68,880.58	69.38
5031	MEDICAL INSURANCE	326,565.00	194,000.17	0.00	132,564.83	59.40
5043	OTHER BENEFITS	38,493.00	28,950.50	0.00	9,542.50	75.20
5045	COMPENSATED ABSENCE EXPENSE	143,459.00	102,864.86	0.00	40,594.14	71.70
5047	EMPLOYEE INCENTIVES	11,050.00	3,363.42	0.00	7,686.58	30.43
5111	CLOTHING	4,600.00	2,669.36	0.00	1,930.64	58.02
5152	WORKERS COMPENSATION	124,786.00	99,935.00	0.00	24,851.00	80.08
5154	UNEMPLOYMENT INSURANCE	45,000.00	32,996.97	0.00	12,003.03	73.32
5158	INSURANCE PREMIUM	170,190.00	160,829.00	0.00	9,361.00	94.49
5171	MAINTENANCE OF EQUIPMENT	586,980.00	462,460.22	0.00	124,519.78	78.78
5173	MAINTENANCE OF EQUIPMENT-	18,500.00	12,264.05	0.00	6,235.95	66.29
5191	MAINTENANCE OF STRUCTURES	10,000.00	160.00	0.00	9,840.00	1.60
5211	MEMBERSHIPS	2,300.00	825.00	0.00	1,475.00	35.86
5232	OFFICE & OTHER EQUIP < \$5,000	14,500.00	2,648.59	0.00	11,851.41	18.26
5238	OFFICE SUPPLIES	7,600.00	7,752.08	0.00	(152.08)	102.00
5253	ACCOUNTING & AUDITING SERVICE	48,500.00	38,765.00	0.00	9,735.00	79.92
5260	HEALTH - EMPLOYEE PHYSICALS	6,200.00	1,804.25	0.00	4,395.75	29.10
5263	ADVERTISING	51,200.00	31,048.26	0.00	20,151.74	60.64
5265	PROFESSIONAL & SPECIAL SERVICE	105,500.00	93,257.73	0.02	12,242.25	88.39
5291	OFFICE, SPACE & SITE RENTAL	194,694.00	185,080.88	0.00	9,613.12	95.06
5311	GENERAL OPERATING EXPENSE	51,830.00	41,785.89	0.00	10,044.11	80.62
5331	TRAVEL EXPENSE	5,000.00	4,413.64	0.00	586.36	88.27
5332	MILEAGE REIMBURSEMENT	21,220.00	22,557.72	0.00	(1,337.72)	106.30
5351	UTILITIES	52,000.00	64,338.92	0.00	(12,338.92)	123.72
5352	FUEL & OIL	632,752.00	412,773.72	0.00	219,978.28	65.23
5539	OTHER AGENCY CONTRIBUTIONS	60,000.00	0.00	0.00	60,000.00	0.00
5700	CONSTRUCTION IN PROGRESS	0.00	9,498.00	0.00	(9,498.00)	0.00
5901	CONTINGENCIES	51,000.00	0.00	0.00	51,000.00	0.00
	<b>Expenditure Total:</b>	<u>5,060,162.00</u>	<u>3,990,008.31</u>	<u>0.02</u>	<u>1,070,153.67</u>	<u>78.85</u>
<b>NET OPERATING</b>		<u>177,120.00</u>	<u>228,588.82</u>	<u>(0.02)</u>	<u>(51,468.80)</u>	



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

Ledger: GL

As of 6/3/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
<b>CAPITAL ACCOUNT</b>						
<b>Revenue</b>						
4066	PTMISEA	303,936.00	9,498.00	0.00	294,438.00	3.12
4495	STATE GRANTS - CAPITAL	54,766.00	18,744.99	0.00	36,021.01	34.22
	<b>Revenue Total:</b>	<u>358,702.00</u>	<u>28,242.99</u>	<u>0.00</u>	<u>330,459.01</u>	<u>7.87</u>
<b>Expenditure</b>						
5640	STRUCTURES & IMPROVEMENTS	120,000.00	0.00	0.00	120,000.00	0.00
5650	EQUIPMENT	74,766.00	58,415.94	0.00	16,350.06	78.13
5655	VEHICLES	183,936.00	0.00	0.00	183,936.00	0.00
	<b>Expenditure Total:</b>	<u>378,702.00</u>	<u>58,415.94</u>	<u>0.00</u>	<u>320,286.06</u>	<u>15.42</u>
<b>NET CAPITAL ACCOUNT</b>		<u>(20,000.00)</u>	<u>(30,172.95)</u>	<u>0.00</u>	<u>10,172.95</u>	
<b>TRANSFERS</b>						
<b>Revenue</b>						
<b>Expenditure</b>						
5798	CAPITAL REPLACEMENT	170,520.00	0.00	0.00	170,520.00	0.00
	<b>Expenditure Total:</b>	<u>170,520.00</u>	<u>0.00</u>	<u>0.00</u>	<u>170,520.00</u>	<u>0.00</u>
<b>NET TRANSFERS</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>153299 Total:</b>		<u>(13,400.00)</u>	<u>198,415.87</u>	<u>(0.02)</u>	<u>(211,815.85)</u>	

COUNTY OF INYO  
UNDESIGNATED FUND BALANCES

AS OF 06/30/2019

	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
<b>ESTA - EASTERN SIERRA TRANSIT AUTHORITY</b>										
1532 EASTERN SIERRA TRANSIT	2,453,362	11,200	73,600	3,122	29,031			2,512,253		2,512,253
1533 ESTA ACCUMULATED	1,203,487							1,203,487		1,203,487
1534 ESTA GENERAL RESERVE	518,619							518,619		518,619
1535 ESTA BUDGET STAB	207,446							207,446		207,446
1536 REDS MEADOW ROAD	57,232							57,232		57,232
6813 JARC-LONE PINE/BISHOP	8,062				31	42,000		(33,969)		(33,969)
6814 JARC-MAMMOTH EXPRESS	19,194				31			19,163		19,163
6817 GOOGLE TRANSIT PHASE 2	55							55		55
6818 CAPP-CLEAN AIR PROJECT	2,923							2,923		2,923
6819 MOBILITY MANAGEMENT 14	2,227							2,227		2,227
6820 NON-EMERGENCY TRAN REIM	5,293					16,100		(10,807)		(10,807)
6821 BISHOP YARD-ESTA	10,715					15,500		(4,785)		(4,785)
6822 LCTOP-ELECTRIC VEHICLE	26,575							26,575		26,575
6823 PTMISEA-CAPITAL PROJECT	179,148							179,148		179,148
<b>ESTA Totals</b>	<b>4,694,338</b>	<b>11,200</b>	<b>73,600</b>	<b>3,122</b>	<b>29,093</b>	<b>73,600</b>		<b>4,679,567</b>		<b>4,679,567</b>
<b>Grand Totals</b>	<b>4,694,338</b>	<b>11,200</b>	<b>73,600</b>	<b>3,122</b>	<b>29,093</b>	<b>73,600</b>		<b>4,679,567</b>		<b>4,679,567</b>

**STAFF REPORT**

**Subject: Operations Report**  
**Presented by: Phil Moores, Executive Director**

Ridership increased 34.8% in April 2019 compared to last year. Passengers per service hour continues to be strong at around 18 PSH. Accidents (zero!), Bishop Dial-a-Ride wait times, road calls, and customer comments met the monthly goals. We missed around 3 trips in April due to mechanical issues.

	Apr-19	Mar-19	Percent Change	Apr-18	Percent Change
<b>PASSENGERS</b>					
Adult	73,949	121,377	-39.1%	54,672	35.3%
Senior	1,900	1,909	-0.5%	1,987	-4.4%
Disabled	863	849	1.6%	818	5.5%
Wheelchair	349	321	8.7%	403	-13.4%
Child	11,356	11,386	-0.3%	9,436	20.3%
Child under 5	433	466	-7.1%	406	6.7%
<b>Total Passengers</b>	<b>88,850</b>	<b>136,308</b>	<b>-34.8%</b>	<b>67,722</b>	<b>31.2%</b>
<b>FARES</b>	<b>\$31,452.25</b>	<b>\$33,512.75</b>	<b>-6.1%</b>	<b>\$30,585.00</b>	<b>2.8%</b>
<b>SERVICE MILES</b>	<b>80,760</b>	<b>83,360</b>	<b>-3.1%</b>	<b>75,856</b>	<b>6.5%</b>
<b>SERVICE HOURS</b>	<b>4,993</b>	<b>5,254</b>	<b>-5.0%</b>	<b>4,460</b>	<b>12.0%</b>
<b>Passengers per Hour</b>	<b>17.79</b>	<b>25.95</b>	<b>-31.4%</b>	<b>15.19</b>	<b>17.2%</b>

## RIDERSHIP COMPARISON

### REPORT MONTH - THIS YEAR/LAST YEAR

Route	Apr-19	Apr-18	Variance	% Change
Mammoth Express	380	369	11	3.0%
Lone Pine to Bishop	209	225	-16	-7.1%
Lone Pine DAR	396	403	-7	-1.7%
Tecopa	8	10	-2	-20.0%
Walker DAR	117	131	-14	-10.7%
Bridgeport to G'Ville	19	38	-19	-50.0%
Benton to Bishop	22	29	-7	-24.1%
Bishop DAR	3,652	3,840	-188	-4.9%
Nite Rider	309	336	-27	-8.0%
Mammoth FR	19,018	17,708	1,310	7.4%
Mammoth DAR	498	278	220	79.1%
Reno	549	510	39	7.6%
Lancaster	487	401	86	21.4%
MMSA	63,132	43,190	19,942	46.2%
<b>TOTALS</b>	<b>88,850</b>	<b>67,722</b>	<b>21,128</b>	<b>31.2%</b>

<b>PASSENGERS PER SERVICE HOUR</b>				
<b>REPORT MONTH - THIS YEAR/LAST YEAR</b>				<b>PAX MILES/ SVC HOUR</b>
<b>Route</b>	<b>Apr-19</b>	<b>Apr-18</b>	<b>% Change</b>	
Mammoth Express	4.82	4.73	1.8%	
Lone Pine to Bishop	2.02	2.30	-12.1%	
Lone Pine DAR	2.57	2.74	-6.2%	
Tecopa	0.63	0.70	-10.1%	
Walker DAR	0.71	0.92	-22.8%	
Bridgeport to G'Ville	1.25	1.50	-17.2%	
Benton to Bishop	1.52	2.15	-29.4%	
Bishop DAR	3.94	4.17	-5.7%	
Nite Rider	5.15	5.60	-8.0%	
Mammoth FR	20.47	17.38	17.8%	
Mammoth DAR	2.60	1.59	64.1%	
Reno	1.93	1.86	3.6%	151.94
Lancaster	2.10	1.91	9.9%	213.04
MMSA	35.02	34.64	1.1%	
<b>Total</b>	<b>17.79</b>	<b>15.19</b>	<b>17.2%</b>	

Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd MI.	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI	
<b>Apr-19</b>																		
Mammoth Express	\$1,903.50	304	39	0	3	23	11	380	91	79	3,729	3,668	5.01	52	4.82	47.3	0.10	
Lone Pine Express	\$1,054.75	117	73	11	7	0	1	209	124	103	5,227	4,736	5.05	22	2.02	50.6	0.04	
Lone Pine DAR	\$1,006.20	29	207	78	21	61	0	386	161	154	1,645	1,639	2.54	61	2.57	10.7	0.24	
Tecopa	\$40.00	0	8	0	0	0	0	8	13	13	329	323	5.00	12	.63	25.8	0.02	
Walker DAR	\$311.50	12	9	91	0	5	0	117	176	165	560	469	2.66	67	.71	3.4	0.25	
Bridgeport to GVille	\$118.50	0	0	15	4	0	0	19	21	15	634	386	6.24	31	1.25	41.6	0.05	
Benton to Bishop	\$118.00	5	5	11	0	0	1	22	27	14	1,235	642	5.36	18	1.52	85.4	0.03	
Specials	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A				
Bishop DAR	\$8,448.10	1,245	1,299	565	285	76	182	3,652	997	928	10,417	9,650	2.31	88	3.94	11.2	0.38	
Nite Rider	\$1,191.60	209	22	46	12	6	14	309	60	60	862	819	3.86	1.45	5.15	14.4	0.38	
Mammoth FR	\$0.00	16,550	0	1	0	2,487	0	19,018	981	929	12,283	11,614	N/A	N/A	20.47	13.2	1.64	
Mammoth DAR	\$864.60	271	14	0	0	2	211	498	193	191	960	879	1.74	98	2.60	5.0	0.57	
Reno	\$9,348.50	383	118	16	6	26	0	549	313	284	12,525	12,006	17.03	78	1.93	44.0	0.05	
Lancaster	\$7,037.00	319	106	25	11	13	13	487	255	232	11,117	10,969	14.45	64	2.10	47.9	0.04	
MMSA	\$0.00	54,451	0	4	0	8,677	0	63,132	1,887	1,803	23,523	22,355	N/A	N/A	35.02	13.0	2.82	
June Lake Shuttle	\$10.00	54	0	0	0	0	0	54	27	22	736	604	.19	0.02	2.43	33.2	0.09	
Total	\$31,452.25	73,949	1,900	863	349	11,356	433	88,850	5,328	4,993	85,782	80,780	.35	.39	17.79	17.2	1.10	
<b>Apr-18</b>																		
Mammoth Express	\$1,725.50	297	48	5	0	5	14	369	93	78	3,743	3,670	4.68	47	4.73	48.0	0.10	
Lone Pine Express	\$1,160.50	122	66	27	4	3	3	225	124	98	5,179	4,680	5.16	25	2.30	52.9	0.05	
Lone Pine DAR	\$1,004.40	12	258	66	15	52	0	403	154	147	1,723	1,720	2.49	58	2.74	11.7	0.23	
Tecopa	\$51.00	2	8	0	0	0	0	10	14	14	334	334	5.10	15	.70	23.3	0.03	
Walker DAR	\$396.00	1	21	109	0	0	0	131	152	143	849	742	3.02	53	.92	5.9	0.18	
Bridgeport to GVille	\$253.00	2	36	0	0	0	0	38	32	25	928	617	6.66	41	1.50	36.8	0.06	
Benton to Bishop	\$159.00	2	20	7	0	0	0	29	28	13	1,207	594	5.48	27	2.15	89.6	0.05	
Specials	\$0.00	236	0	0	0	0	0	236	13	12	158	128	N/A	N/A				
Bishop DAR	\$8,680.20	1,362	1,282	476	367	91	262	3,840	996	920	10,730	9,925	2.26	87	4.17	11.7	0.39	
Nite Rider	\$1,320.60	251	30	30	15	0	17	386	62	60	877	877	3.93	1.51	5.60	14.6	0.38	
Mammoth FR	\$0.00	15,303	0	3	0	2,402	0	17,708	1,069	1,019	13,939	13,162	N/A	N/A	17.38	13.7	1.35	
Mammoth DAR	\$487.80	136	16	17	0	14	95	278	176	175	454	385	1.75	1.27	1.59	2.6	0.72	
Reno	\$9,221.25	313	118	50	1	22	6	510	309	274	12,447	11,596	18.08	.80	1.86	45.4	0.04	
Lancaster	\$6,095.75	268	84	31	1	8	9	401	247	210	11,206	10,944	15.20	56	1.91	53.3	0.04	
MMSA	\$0.00	36,348	0	4	0	6,838	0	43,190	1,308	1,247	16,564	15,818	.00	.00	34.64	13.3	2.73	
June Lake Shuttle	\$30.00	17	0	0	0	1	0	18	28	24	728	664	1.67	.05	.76	30.5	0.03	
Total	\$30,585.00	54,672	1,987	818	403	9,436	406	67,732	4,804	4,480	81,076	75,856	.45	.40	15.19	18.2	0.88	

VARIANCE BY ROUTE (RAW NUMBERS) - February 2019 to February 2018

ROUTES	FARES	ADULTS	SNR	DIV	WIC	CHLD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REVSVC MILE	PAK / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	\$178.00	7	-9	-5	3	18	-3	11	-2	1	-14	-2	0.33	0.05	0.09	-0.71	0.00
Lone Pine Express	-\$105.75	-5	7	-16	3	-3	-2	-16	0	6	48	55	-0.11	-0.03	-0.28	-2.35	0.00
Lone Pine DAR	\$1.80	17	-51	12	6	9	0	-7	7	7	-78	-81	0.05	0.03	-0.17	-1.04	0.01
Teocpa	-\$11.00	-2	0	0	0	0	0	-2	-2	-2	-5	-11	-0.10	-0.03	-0.07	2.50	-0.01
Walker DAR	-\$84.50	11	-12	-18	0	5	0	-14	24	23	-289	-274	-0.36	0.13	-0.21	-2.88	0.07
Bridgeport to CVille	-\$134.50	-2	-36	15	4	0	0	-19	-10	-10	-294	-229	-0.42	-0.10	-0.26	4.82	-0.01
Benton to Bishop	-\$41.00	3	-15	4	0	0	1	-7	0	1	28	48	-0.12	-0.08	-0.63	-4.28	-0.01
Bishop DAR	-\$232.10	-117	17	89	-82	-15	-80	-186	1	8	-313	-275	0.05	0.00	-0.24	-0.43	-0.01
Nike Rider	-\$129.00	-42	-8	23	-3	6	-3	-27	-2	0	-15	-58	-0.07	-0.05	-0.45	-0.25	-0.01
Mammoth FR	\$0.00	1247	0	-2	0	65	0	1310	-87	-90	-1656	-1548	N/A	N/A	3.09	-0.46	0.29
Mammoth DAR	\$376.80	135	-2	-17	0	-12	116	220	16	16	496	494	-0.02	-0.28	1.02	2.37	-0.16
Reno	\$127.25	70	0	-34	5	4	-6	39	4	11	78	410	-1.05	-0.02	0.07	-1.42	0.00
Lancaster	\$341.25	51	22	-6	10	5	4	86	8	22	-89	25	-0.75	0.08	0.19	-5.46	0.01
MMSA	\$0.00	18,103	0	0	0	1,839	0	19,942	580	556	6,959	6,537					

VARIANCE BY ROUTE (PERCENTAGE) - February 2019 to February 2018

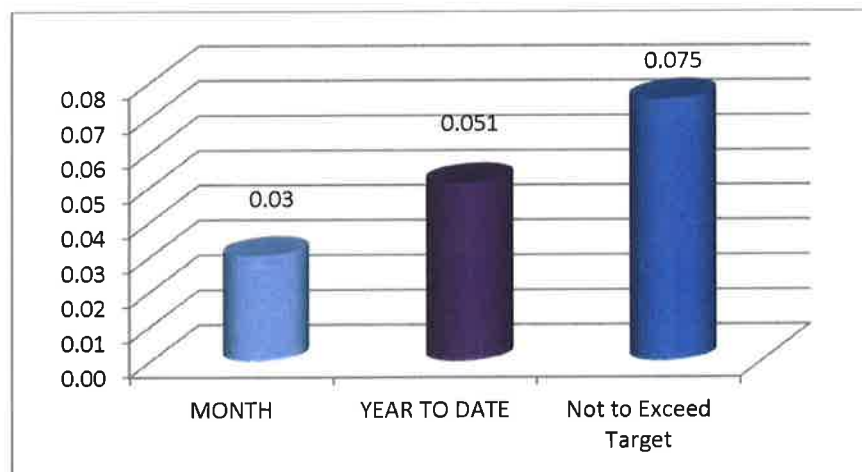
Route	Fares	Adults	SNR	Div	WIC	Child	Free	Total PAX	Yd Hrs	Total Svc Hours	Yd MI	TOT SVC MILES	AVG FARE	REVSVC MILE	PAK / SVC HR	MI / SVC HR	PAX / SVC MI
Mammoth Express	10%	2%	-19%	-100%		360%	-21%	3%	-2%	1%	0%	0%	7%	10%	2%	-1%	3%
Lone Pine Express	-9%	-4%	11%	-58%	75%	-100%	-67%	-7%	0%	6%	1%	1%	-2%	-10%	-12%	-4%	-6%
Lone Pine DAR	0%	142%	-20%	18%	40%	17%		-2%	5%	5%	-5%	-5%	2%	5%	-9%	-9%	3%
Teocpa	-22%	-100%	0%					-20%	-11%	-11%	-1%	-3%	-2%	-19%	-10%	11%	-17%
Walker DAR	-21%	1100%	-57%	-17%				-20%	-11%	16%	-44%	-37%	-12%	25%	-23%	-43%	42%
Bridgeport to CVille	-53%	-100%	-100%					-50%	-33%	-40%	-32%	-37%	-5%	-26%	-17%	13%	-20%
Benton to Bishop	-26%	150%	-75%	57%				-24%	-1%	7%	2%	8%	-2%	-31%	-29%	-5%	-30%
Bishop DAR	-2.7%	-8.6%	1.3%	18.7%	-22.3%			-4.9%	0.1%	0.8%	-2.9%	-2.8%	2.3%	0.1%	-5.7%	-3.7%	-2.2%
Nike Rider	-10%	-17%	-27%	100%	-20%			-8%	-2%	0%	-2%	-7%	-2%	-3%	-8%	-2%	-2%
Mammoth FR		8%		-57%		3%		7%	-8%	-9%	-12%	-12%	N/A	N/A	18%	-3%	22%
Mammoth DAR	77%	99%	-13%	-100%		-88%	122%	7%	-8%	-9%	-12%	-12%	N/A	N/A	18%	-3%	22%
Reno	1%	22%	0%	-68%	500%	18%	-100%	8%	1%	4%	1%	4%	-5%	-2%	4%	-3%	4%
Lancaster	15%	19%	26%	-19%	1000%	63%	44%	21%	3%	11%	-1%	0%	-5%	15%	10%	-10%	4%
MMSA		50%		0%		27%		46%	44%	45%	42%	41%					21%

### Customer Comments

There were four comments received for the month of April 2019.

- 4/10: Customer called to complain that the driver was using his cell phone while operating the bus from Reno to Bishop. Investigated and appropriate action taken.
- 4/10: Customer complained that the Red Line bus was 9 minutes late on the 7:10 departure from Snowcreek. She stated that she relies on bus to get to work on time. Driver spoken to about communicating delays to dispatch.
- 4/18: Bishop customer wanted to pass along that all of the drivers in Bishop are very nice to her disabled sister who lives at the Bishop care center. She wanted to compliment driver Wayne Berlie who helps her get to church on Sundays. The family appreciates how kind, patient and helpful Wayne is.
- 4/26: Customer called to inform us that the driver who was heading into Gardnerville from Walker on the 395 was driving erratically. Driver spoken with about speed.

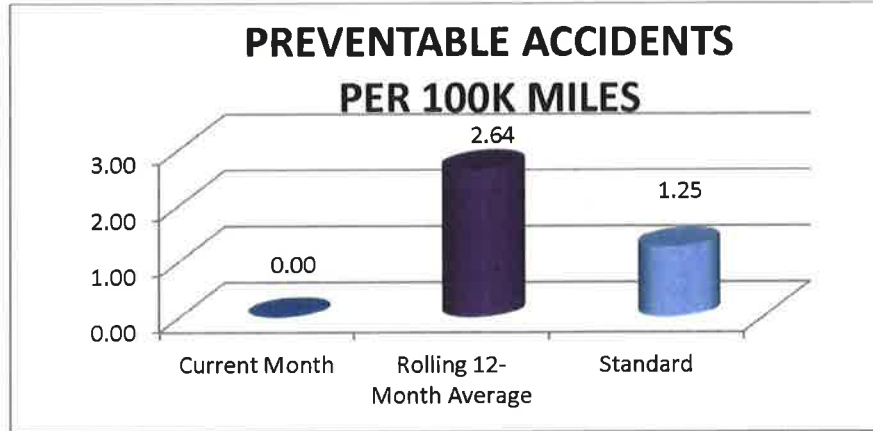
### **COMPLAINTS PER 1,000 PASSENGERS**



### Accident/Incidents

There were no preventable accidents in April 2019.





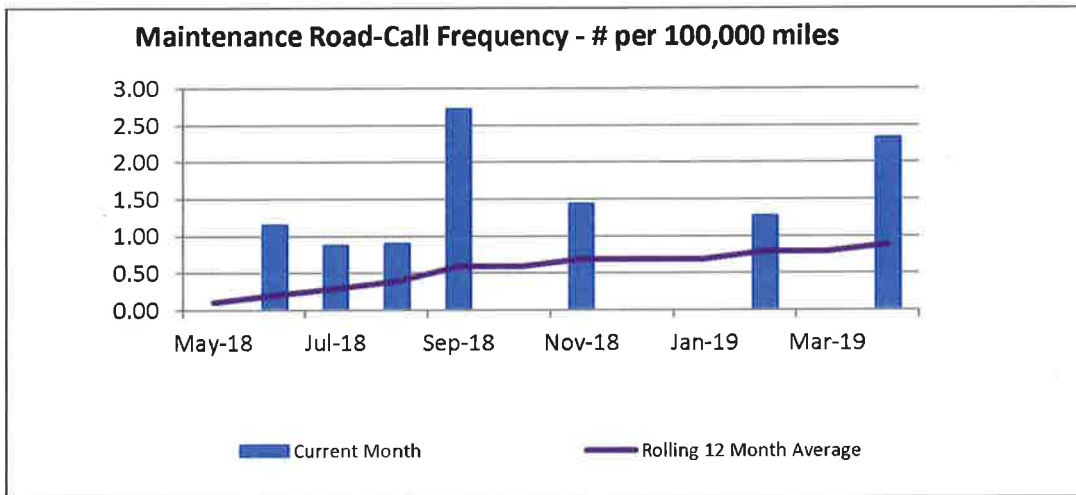
**Missed Runs**

There were 3 missed/late runs in April 2019.

- 4/4: Purple Line missed one run due to being rear ended by another vehicle.
- 4/24: Blue Line missed one run due to coolant leak/vehicle swap.
- 4/26: Blue Line missed two runs due to fuel system issue/vehicle swap.

**Road Call Frequency**

There were two Road Calls during the month of April 2019. The rolling 12-month road call frequency is 0.88 per 100,000 miles traveled.



**Bishop Area Dial-A-Ride Wait Times**

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

**APRIL 2019**

		PERCENT	GOAL
<b>IMMEDIATE RESPONSE TRIPS</b>			
Total Trips:	2,185	78.6%	
Average Wait Time (min.):	13		< 20 Minutes
Trips > 30 Minute Wait:	112	5.1%	< 5%
<b>ADVANCE RESERVATION TRIPS</b>			
Total Trips:	594	21.4%	
On Time Trips (± 10 min.)	494	83.2%	
<b>TOTAL SCHEDULED TRIPS</b>			
	2,779		
No-Shows Including Checkpoints	234	8.4%	
No-Shows Excluding Checkpoints	138	5.0%	
Cancellations	81	2.9%	



## Staff Report

**Subject:** Bishop Airport to Mammoth Lakes Shuttle  
**Prepared By:** Phil Moores, ESTA Executive Director

Recent estimates of the Bishop Airport commercialization are late 2020. In addition to planning for the new ESTA administration facility there is a desire to plan for transportation of passengers between the airport and the Town of Mammoth Lakes. An analysis of shuttle services from the airport to The Town of Mammoth Lakes was conducted. At this time, two flight departures and two flight arrivals are planned for the Airport. The following cost estimates are based on current costs for the Eastern Sierra Transit Authority.

- Mileage from Bishop Airport to downtown Mammoth Lakes is roughly 45 miles.
- Revenue service hours on a one-way trip is 60 minutes.
- Depending on whether the bus deadheads back to bishop or provides revenue service on the return trip, an additional 55-60 minutes is required.
- A vehicle pre-trip and post-trip inspection takes 40 minutes per day.
- Current average hourly cost per hour for all ESTA services is \$80.00/hr. and charter service is charged at \$85.00/hr.
- The ESTA cost per round-trip is roughly \$170.00, plus vehicle inspection time. The additional \$85.00 is the return trip cost. The \$60.00 inspection time is shared across multiple trips.
- If the airline lays over for 2 hrs. 30 mins., waiting for the return of the shuttle from Mammoth, an efficiency is gained. In this scenario, the two flight arrivals and two flight departures could be served by two drivers and one vehicle at a cost of:
  - \$400.00 per day
  - \$102,000.00 per year (M-F only)
  - \$146,000.00 per year (7 days per week)

Deviations in route, short flight layovers, and additional stops added between Bishop and Mammoth increase the cost and trip time.

STAFF REPORT

Subject: Grant Funding Opportunity – Fleet Replacement

Initiated by: Karie Bentley, Administration Manager

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**BACKGROUND:**

A Notice of Funding Opportunity (NOFO) was published in the Federal Register on May 15, 2019 advising of Federal Transit Administration (FTA) funding availability for Bus and Bus Facility Infrastructure Investment Program projects (Section 5339(b)). ESTA applied for this funding in FY 18/19 for an administration facility and received a partial award. This year's application will address our aging fleet. The application seeks to replace seventeen vehicles in total, five trolley for use in the Town of Mammoth Lakes, six Ford F-450s used primarily for dial-a-ride in various locations and six Ford F-550s used primarily for town-to-town routes including the 395 Routes. Matching funds for the trolleys will be provided by the Town of Mammoth Lakes and STA Capital Restricted funds held by Mono LTC are available for the match on the cutaways.

**ANALYSIS:**

The Bus and Bus Facility Infrastructure Investment Program makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. Funding is provided through formula allocations and competitive grants. The NOFO announced on May 15th is a competitive program that will provide approximately \$423.35 million for eligible projects. Caltrans is an eligible recipient, as it allocates funding to fixed route bus operators. ESTA is an eligible subrecipient of this Caltrans funding in that it is a rural operator that receives grant funding under federal formula or discretionary programs (e.g. Section 5311) and is a public agency engaged in fixed route public transportation. A grant application by ESTA would be submitted to Caltrans, which would then submit it to the FTA as part of the state, rural operator package. Although the deadline for submittal of applications identified in the NOFO is June 21, 2019 Caltrans has indicated that rural transit operators wishing to apply for grant funding through this program must submit their completed applications to the state by June 14th.

This grant funding opportunity is of considerable interest to ESTA as our fleet is 43% past its useful life and will be 57% past its useful life in 2020.

The Section 5339 grant funding requires a 15% match for vehicles but will give applications offering a higher match additional consideration. We are proposing a higher than minimum match to maximize our chance of receiving this highly competitive funding due to our urgent need given the absence of other funding in the near future.

The Town of Mammoth Lakes will be funding the match on the trolleys at 21%. The match for the cutaways can be funded by STA Capital Restricted funds from FY

2013/14 and FY 2016/17 held by Mono County LTC. The funds, in the amount of \$323,854.70 have been approved by Mono LTC for this purpose and represent at match of at least 17.1%. Should our entire project be approved (rather than a partial award) and our budget for the project be less than anticipated, the entire amount will still be allocated offering an even high match. The 5339 (b) funding source is very competitive. Staff believes pledging these additional funds will strengthen our application and increase our chances of being awarded.

Vehicle	Est. Vehicle Cost	Qty.	Est. Ext. Cost	5339(b) amounts	Match %	Match Amount	Match Funded By
Trolley	\$275,100.00	5	\$1,375,500	\$1,086,645.00	0.21	<b>\$288,855</b>	TOML
F-450	\$116,943.70	6	\$701,662	\$581,677.96	0.171	<b>\$119,984.24</b>	Capital Restricted Mono STA FY 13/14 & FY 16/17
Freightliner 37	\$200,770.60	2	\$401,541	\$332,877.65	0.171	<b>\$68,664</b>	Capital Restricted Mono STA FY 13/14 & FY 16/18
Freightliner 35	\$197,665.90	4	\$790,664	\$655,460.12	0.171	<b>\$135,203</b>	Capital Restricted Mono STA FY 13/14 & FY 16/19
Totals		17	\$3,269,367	\$2,656,660.74		<b>\$612,706</b>	

**FINANCIAL:**

Submittal and award of Section 5339(b) grant funding for replacing seventeen vehicles would entail an approximate \$3.27 million expenditure, of which, \$288,855 would be provided by the Town of Mammoth Lakes and \$323,851 would be provided by ESTA as matching funds. ESTA currently has these matching funds available. It is proposed the ESTA use capital restricted STA from FY 2013/14 and FY 2016/17 which are restricted to capital projects and have been approved by Mono LTC for this purpose. Alternately, the board could direct use of funds in ESTA's capital replacement account.

**LEGAL:**

ESTA is an eligible recipient of these Section 5339(b) grant funds and has demonstrated through previous federal grant funding projects that the Authority possesses the required legal, financial, and technical capabilities to receive and administer the federal funding.

**RECOMMENDATION:**

The Board is requested to pass and approve Resolution 2019-04 authorizing submittal of an application for grant funding under the Federal Transit Administration's Bus and Bus Facilities Infrastructure Investment Program, and to approve the use of up to \$612,706 in matching funds.

**RESOLUTION 2019 – 04**

**A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR SECTION 5339(B) FUNDING FOR VEHICLE REPLACEMENT, AND APPROVING REQUIRED MATCH FUNDING FOR THE GRANT AND TO SIGN**

**WHEREAS**, pursuant to Section 26002 of the Government Code, the Counties of Inyo and Mono are authorized to establish and operate transit systems, and pursuant to Section 39732 of the Government Code the Town of Mammoth Lakes and the City of Bishop are authorized to operate transit systems; and

**WHEREAS**, pursuant to the Transportation Authority Joint Powers Agreement dated October 10, 2006, the County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, created the Eastern Sierra Transit Authority to provide public transportation service within the jurisdiction and boundaries of the member entities and surrounding areas; and

**WHEREAS**, Section 4.6 of the Eastern Sierra Transit Authority Joint Powers Agreement states that the Authority's Executive Director is authorized to prepare, submit, and execute grant applications for the use of Federal Transit Administration operating, planning, and capital funds; and

**WHEREAS**, the U. S. Department of Transportation (USDOT) is authorized to make grants directly to eligible recipients and to states where such states administer the applicable federal transit assistance programs; and

**WHEREAS**, the California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to administer Section 5339(b) Bus and Bus Facilities Infrastructure Investment Program projects for rural transit operators; and

**WHEREAS**, the Eastern Sierra Transit Authority desires to apply for federal financial assistance through Section 5339(b) for vehicle replacement; and

**WHEREAS**, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Authority, and will require the Authority to provide the local share of the project cost; and

**WHEREAS**, the Eastern Sierra Transit Authority has or will provide all annual certifications and assurances required for the project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT:**

the Board of Directors of the Eastern Sierra Transit Authority does hereby authorize the Executive Director, to file and execute an application on behalf of the Eastern Sierra Transit Authority with the USDOT and Caltrans to aid in the

financing of fleet replacement pursuant to Sections 5339 of the Federal Transit Act, as amended

the Eastern Sierra Transit Authority possesses the requisite legal, technical, and financial capabilities required for the project

the Executive Director is authorized to provide additional information as requested by the USDOT or Caltrans and to execute and file certification of assurances, contracts, agreements, or any other document required in connection with the application for the Section 5339 project, and

the Eastern Sierra Transit Authority has up to \$612,706 available for the match, for this project and that, if selected by the FTA Administrator for project funding, these funds will be expended on the project.

**PASSED AND ADOPTED** by the Board of Directors of the Eastern Sierra Transit Authority, State of California, at a regular meeting of said Board held on the 14<sup>th</sup> day of June, 2019 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
**Jeff Griffiths, Chairperson**  
**Eastern Sierra Transit Authority Board of**  
**Directors**

Attest: Linda Robinson  
Board Clerk

By: \_\_\_\_\_  
Linda Robinson

Date: June 3, 2019

Dear Grant Administrator:

On behalf of The Town of Mammoth Lakes (The Town), I would like to express our commitment of funds for the Eastern Sierra Transit Authority's FTA 5339 grant application. The Town will commit \$ 288,855.00, a 21% match for the grant. The Town sets aside funding in an account for such matching grant applications. This amounts to a 21% match on the FTA funds for purchase of the Trolleys, with the understanding that this level of commitment provides ESTA additional consideration. As expressed in ESTA's Inyo-Mono Counties Coordinated Plan, page 43, there is a need for maintaining the transit fleet and replacing vehicles according to the FTA useful life guidelines. This includes the dedicated trolley fleet. The Town uses to transport tourists and residents. Trolleys, in particular, are effective in attracting and transporting passengers since they are a universal and enjoyable symbol of transit.

ESTA's fleet is rapidly aging and is currently 43% beyond its useful life. By 2020, the fleet will be 57% beyond its useful life. Maintenance costs have risen at an alarming rate. New vehicles will allow them to improve their overall system performance, lower the average age of the fleet, and reduce the cost of maintaining the fleet. Support for vehicle replacement is included in the Coordinated Human Services Plan (page 43) and the Regional Transportation Plan's for Mono County (pages 88-89 and 151).

The Town and ESTA have an ongoing working relationship and I can attest to Eastern Sierra Transit's dedication to serving the needs of the Town of Mammoth Lakes. Their staff understands the needs of our community and provides the highest quality of service to the entire region. Attached is a copy of the Transit Reserve information that was presented to Town Council on April 17, 2019 identifying an estimated amount of \$998,254, a portion of which may be used for this purpose.

If you have any questions, please do not hesitate to call me at (760) 965-3601 or email me at [dholler@townofmammothlakes.ca.gov](mailto:dholler@townofmammothlakes.ca.gov).

Sincerely,



Daniel C. Holler  
Town Manager  
Town of Mammoth Lakes



## Mono County Local Transportation Commission

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800 phone, 924.1801 fax  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420 phone, 932.5431 fax  
www.monocounty.ca.gov

May 22, 2019

Dear Grant Administrator:

On behalf of Mono County Local Transportation Commission (The Mono LTC), I would like to express our commitment of funds and support for the Eastern Sierra Transit Authority's FTA 5339 grant application. The Mono LTC has dedicated \$323,854.70 in an account for matching grant funds for this application. Here is the budget line demonstrating the funds available:

STA Funds as of May 1, 2019

Year	PUC	Total	Spent	Interest	Balance
13/14	99313	\$77,893.00	\$9,158.58		\$68,734.42
13/14	99314	\$111,953.00			\$111,953.00
14/15				\$1,519.08	\$1,519.08
15/16				\$1,585.80	\$1,585.80
16/17	99313	\$47,021.00	\$7,335.45	\$2,112.22	\$41,797.77
16/17	99314	\$92,608.00			\$92,608.00
17/18				\$3,006.82	\$3,006.82
18/19				\$2,649.81	\$2,649.81
Total					\$323,854.70

The attached Mono LTC resolution R19-02 formalizes the availability of funds. This amounts to a 17.1% match on the FTA funds for purchase of the buses, with the understanding that this level of commitment provides ESTA additional consideration. As expressed in ESTA's Inyo-Mono Counties Coordinated Plan, page 43, there is a need for maintaining the transit fleet and replacing vehicles according to the FTA useful life guidelines.

ESTA's fleet is rapidly aging and is currently 43% beyond its useful life. By 2020, the fleet will be 57% beyond its useful life. Maintenance costs have risen at an alarming rate. New vehicles will allow them to improve their overall system performance, lower the average age of the fleet, and reduce the cost of maintaining the fleet. Support for vehicle replacement is included in the Regional Transportation Plan for Mono County (pages 88-89 and 151).

As a member of our community, and an elected official, I can attest to Eastern Sierra Transit's dedication to serving the needs of Mono County. ESTA's staff understands the needs of our community and provides the highest quality of service to the entire region.

Sincerely,



Fred Stump  
MCLTC Chairman

STAFF REPORT

Subject: Grant Funding Opportunity – Fleet Replacement

Initiated by: Karie Bentley, Administration Manager

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**BACKGROUND:**

Michael Lange, FTA 5339 Program Manager with Caltrans Division of Rail and Mass Transportation has made \$248,818 available to Eastern Sierra Transit Authority (ESTA) for vehicle replacement through a non-competitive process. This money is funded from savings of previous year's 5339(b) allocations. This occurs when agencies awarded funds do not spend them. Rick Franz with Caltrans District 9 approached Mr. Lange on ESTA's behalf after hearing about the unspent funding which lead to the availability of this funding for ESTA.

**ANALYSIS:**

The Bus and Bus Facility Infrastructure Investment Program makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. Funding is usually provided through formula allocations and competitive grants.

Caltrans is an eligible recipient, as it allocates funding to fixed route bus operators. ESTA is an eligible subrecipient of this Caltrans funding in that it is a rural operator that receives grant funding under federal formula or discretionary programs (e.g. Section 5311) and is a public agency engaged in fixed route public transportation

In this case, the award is funded from "savings" in previous years, meaning that the agency initially awarded the funds did not spend them. Although this opportunity is non-competitive, the funds need to be applied for and a 15% match is required.

ESTA's trolleys are at double their useful life. The funding will be used to replace one trolley. The full amount of available funding will be applied for, the total project cost is estimated to be \$292,727. Of this amount, \$248,818 will be provided by the 5339(b) funding.

There is an agreement between ESTA and the Town of Mammoth Lakes (TOML), that they will assist with trolley replacement. TOML will be funding the match and has committed to funds in the amount of \$43,909 for this application which represents a 15% match on the funding. A copy of the letter of support and commitment is attached.

**FINANCIAL:**

Submittal and award of Section 5339(b) "Savings" grant funding for one trolley

would entail an approximate \$293K expenditure. The 15% match of, \$43,909 will be provided by the Town of Mammoth Lakes.

**LEGAL:**

ESTA is an eligible recipient of these Section 5339(b) grant funds and has demonstrated through previous federal grant funding projects that the Authority possesses the required legal, financial, and technical capabilities to receive and administer the federal funding.

**RECOMMENDATION:**

The Board is requested to pass and approve Resolution #2019-05 authorizing submittal of an application for grant funding under the Federal Transit Administration's Bus and Bus Facilities Infrastructure Investment Program, and to approve the use of up to \$43,909 in matching funds.

**RESOLUTION 2019 – 05**

**A RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR SECTION 5339(B) FUNDING FOR VEHICLE REPLACEMENT, AND APPROVING REQUIRED MATCH FUNDING FOR THE GRANT AND TO SIGN**

**WHEREAS**, pursuant to Section 26002 of the Government Code, the Counties of Inyo and Mono are authorized to establish and operate transit systems, and pursuant to Section 39732 of the Government Code the Town of Mammoth Lakes and the City of Bishop are authorized to operate transit systems; and

**WHEREAS**, pursuant to the Transportation Authority Joint Powers Agreement dated October 10, 2006, the County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, created the Eastern Sierra Transit Authority to provide public transportation service within the jurisdiction and boundaries of the member entities and surrounding areas; and

**WHEREAS**, Section 4.6 of the Eastern Sierra Transit Authority Joint Powers Agreement states that the Authority's Executive Director is authorized to prepare, submit, and execute grant applications for the use of Federal Transit Administration operating, planning, and capital funds: and

**WHEREAS**, the U. S. Department of Transportation (USDOT) is authorized to make grants directly to eligible recipients and to states where such states administer the applicable federal transit assistance programs; and

**WHEREAS**, the California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to administer Section 5339(b) Bus and Bus Facilities Infrastructure Investment Program projects for rural transit operators; and

**WHEREAS**, the Eastern Sierra Transit Authority desires to apply for federal financial assistance through Section 5339(b) for vehicle replacement; and

**WHEREAS**, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Authority, and will require the Authority to provide the local share of the project cost; and

**WHEREAS**, the Eastern Sierra Transit Authority has or will provide all annual certifications and assurances required for the project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED that:**

1. the Board of Directors of the Eastern Sierra Transit Authority does hereby authorize the Executive Director, to file and execute an application on behalf

of the Eastern Sierra Transit Authority with the USDOT and Caltrans to aid in the financing of fleet replacement pursuant to Sections 5339 of the Federal Transit Act, as amended

2. the Eastern Sierra Transit Authority possesses the requisite legal, technical, and financial capabilities required for the project
3. the Executive Director is authorized to provide additional information as requested by the USDOT or Caltrans and to execute and file certification of assurances, contracts, agreements, or any other document required in connection with the application for the Section 5339 project, and
4. the Eastern Sierra Transit Authority has up to \$43,909 available for the required 15% match, for this project and that, if selected by the FTA Administrator for project funding, these funds will be expended on the project.

**PASSED AND ADOPTED** by the Board of Directors of the Eastern Sierra Transit Authority, State of California, at a regular meeting of said Board held on the 14<sup>th</sup> day of June, 2019 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

Attest: Linda Robinson  
Board Clerk

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**Jeff Griffiths, Chairperson**  
**Eastern Sierra Transit Authority Board of**  
**Directors**

By: \_\_\_\_\_  
Linda Robinson

Date: June 3, 2019

Dear Grant Administrator:

On behalf of The Town of Mammoth Lakes (Town), I would like to express our commitment of funds and support for the Eastern Sierra Transit Authority's FTA 5339 grant application. The Town will commit \$ 43,909.06, a 15% match for the grant. The Town sets aside funding in an account for such matching grant applications. As expressed in ESTA's Inyo-Mono Counties Coordinated Plan, page 43, there is a need for maintaining the transit fleet and replacing vehicles according to the FTA useful life guidelines. This includes the dedicated trolley fleet. The Town uses to transport tourists and residents. Trolleys, in particular, are effective in attracting and transporting passengers since they are a universal and enjoyable symbol of transit.

ESTA's fleet is rapidly aging and is currently 43% beyond its useful life. By 2020, the fleet will be 57% beyond its useful life. Maintenance costs have risen at an alarming rate. New vehicles will allow them to improve their overall system performance, lower the average age of the fleet, and reduce the cost of maintaining the fleet. Support for vehicle replacement is included in the Coordinated Human Services Plan (page 43) and the Regional Transportation Plan's for Mono County (pages 88-89 and 151).

The Town and ESTA have an ongoing working relationship and I can attest to Eastern Sierra Transit's dedication to serving the needs of the Town of Mammoth Lakes. Their staff understands the needs of our community and provides the highest quality of service to the entire region. Attached is a copy of the Transit Reserve information that was presented to Town Council on April 17, 2019 identifying an estimated amount of \$998,254, a portion of which may be used for this purpose.

If you have any questions, please do not hesitate to call me at (760) 965-3601 or email me at [dholler@townofmammothlakes.ca.gov](mailto:dholler@townofmammothlakes.ca.gov).

Sincerely,



Daniel C. Holler  
Town Manager  
Town of Mammoth Lakes

CC: Phil Moores, Executive Director, ESTA  
Grady Dutton, Public Works Director

## **STAFF REPORT**

Subject: TOML Rate Adjustment

Presented by: Phil Moores, Executive Director

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### **BACKGROUND:**

To address rising costs in the Mammoth Lakes service area, a rate increase is recommended in The Town agreement. The attached letter was sent to The Town's Airport and Transportation Department on Friday, May 2, 2019. The rate was discussed and deemed acceptable by Town Manager, Dan Holler. He presented it as part of his budget to the Town Council and it was approved.

### **ANALYSIS/DISCUSSION:**

Several of the Mammoth operation's costs are affecting this rate change including maintenance, fuel, and labor.

### **FINANCIAL CONSIDERATIONS**

The increase is factored with the 19,000 annual service hours delivered to The Town and are expected to yield an additional \$38k annually to the budget.

### **RECOMMENDATION**

The Board is requested to approve the Eastern Sierra Transit Authority request for a rate increase from the Town of Mammoth Lakes and authorize the Executive Director to negotiate the amended agreement along with any minor adjustments.



# Eastern Sierra Transit Authority

703 Airport Road  
 P.O. Box 1357  
 Bishop, CA 93515  
 760.872.1901

May 3, 2019

Mr. Brian Picken  
 Airport and Transportation Director  
 Town of Mammoth Lakes  
 PO Box 1609  
 Mammoth Lakes, CA 93546

RE: FY 2019/20 Transportation Services Rate

Dear Mr. Picken,

This letter is to document the plans for the transit services funded by the Town of Mammoth Lakes next year. A rate increase is recommended to address rising costs related to fuel, maintenance, and wages. A new rate of \$47.00 per hour is requested. The projected revenues, expenses, and service hours for FY19/20 are detailed below.

<u>Revenues</u>		<u>Expenses</u>	
LTF	267,420	Salaries & Benefits	815,235
STA	195,803	Insurance	92,235
State Operating (SGR)	26,581	Maintenance	205,135
Federal Grants	45,456	Fuel	165,100
Town Contract	897,862	Vehicles & Equipment	203,799
State Capital	203,799	Facilities	54,344
Fares/Other	28,685	Other	128,685
	<u>Total</u>	<u>Total</u>	<u>Total</u>
	1,665,606		1,664,433

<u>Service</u>	<u>Hours</u>
Purple	4,015
DAR	2,377
Town Trolley	10,692
Lakes Basin Trolley	1,861
Charter	157
	<u>Total</u>
	19,102

The projected service level and rate adjustment will be included in the ESTA FY19/20 budget. Which is planned to be approved in June. Please contact me if you have any questions regarding the proposed services and fees.

Sincerely,

Phil Moores  
 Executive Director, Eastern Sierra Transit Authority



## STAFF REPORT

Subject: Eastern Sierra Transit Authority FY 2019/20 Budget

Presented by: Phil Moores, Executive Director  
Karie Bentley, Administration Manager

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### **BACKGROUND:**

The Eastern Sierra Transit Authority's Budget Policy states that the Authority will strive to develop, consider and approve the fiscal year operating and capital budgets prior to the commencement of the fiscal year. A proposed FY 19/20 budget is presented here.

### **ANALYSIS:**

The proposed 2019/20 fiscal year budget is included on the following pages. Some factors used in the development of the budget include:

### **REVENUE**

- LTF revenue overall is projected to stay relatively flat in the coming year. LTF revenue derives from ¼ cent of the general sales tax.
- STA revenue is based on the State Controller's Office estimate issued in January of each year. The 19/20 estimate represents a 25% increase (\$131,288) from FY 18/19. ESTA did not meet the efficiency standard which limits 1.16% (\$5,907) of the STA to capital expenditure.
- Federal operating revenue (5311 Apportionment, 5311(f) Intercity routes) is projected to increase by 23,184 (4.8%) in FY19/20.
- MMSA revenue anticipates the same service level as was operated in FY18/19.
- The Town of Mammoth Lakes increased their hourly rate from \$45/hr. to \$47/hr. primarily with the hopes of improving driver retention. The increase is expected to also address increasing expenses like maintenance.
- Fare revenue is expected to be average in Reds Meadow. However, the last two years have experienced less than average fares due to snow and fires. The difference between a good year and a lean year can be as much as \$115,000.

### **EXPENSES**

Salary and fuel assumptions include:

- A full year of the wage and benefit costs incorporated in the MOU's with the Association employees, plus anticipated wage increases from negotiations effective January 2020.

- PERS retirement employer contribution cost is projected for PEPR 6.99% and 19.46% for Classic members.
- Fuel cost is assumed to be \$4.00 per gallon for both gasoline and diesel. This is the same as budgeted for FY 18/19. This assumed price allows for a 22% increase in fuel.
- Added 16 hours of Weekend Dispatch in Bishop. Drivers have been self-dispatching resulting in negative impacts to both phone customer service and service delivery.
- Eliminated the 50% position in Mammoth Dispatch. This position did not materialize as a permanent job year-round.
- Included \$20,000 in salary and benefits for training of new drivers.
- \$3000 to extend the Bridgeport-Gardnerville route to Carson City.

#### CAPITAL

Capital assumptions are not definite, but are included because there are plans in place to make purchases. If those plans are executed the following capital purchases will take place:

- \$158,990 is budgeted to transfer from the general reserve for the 2015 Capital Replacement Plan. This money is needed to meet matching funds requirements for vehicle replacement. The current fund balance is \$1,203,487.
- \$61,568 in state capital grants (LCTOP) for electric vehicles. The current fund balance is \$26,575.
- \$457,139 in federal grants towards the Bishop Admin office. We are still waiting for the contract on this 5339 federal grant slated to begin the Bishop administrative office project.
- \$248,818 for a new trolley. Along with TOML matching funds, this 5339 savings grant is all but guaranteed.
- \$183,854 in grants for new Reno-Lancaster bus. These funds are in hand and awaiting delivery of the new bus in a few weeks.

**BUDGET DETAIL:**

**FY 2019/20 OPERATING & CAPITAL BUDGET**

REVENUE	FY 19/20	Variance	Var. %	Comment
4061 LOCAL TRANSPORTATION TAX	1,272,738	-6,826	-0.5%	
4065 STATE TRANSIT ASST	503,314	105,382	26.5%	increased STA funding under SB1
<b>TBD CAPITAL RESTRICTED STA</b>	<b>160,951</b>	<b>160,951</b>	<b>100.0%</b>	<b>Match for building</b>
4066 PTMISEA	278,742	-25,194	-8.3%	\$183k Type E bus
4301 INTEREST FROM TREASURY	24,000	0	0.0%	
<b>4495 STATE GRANTS - CAPITAL</b>	<b>61,568</b>	<b>6,802</b>	<b>12.4%</b>	<b>LCTOP Electric Vehicle</b>
4498 STATE GRANTS	35,355	-22,630	-39.0%	LCTOP MMX exp and pass reduction
4499 STATE OTHER (SGR)	70,941	-685	-1.0%	New funding thru SB1 (historically used as PM)
4555 FEDERAL GRANTS	515,600	62,598	13.8%	Reno, Lancaster, NEMT, 5311 apportionment
<b>4557 FEDERAL GRANTS CAPITAL</b>	<b>705,957</b>	<b>705,957</b>	<b>100.0%</b>	<b>Admin Building, 5339 trolley</b>
4599 OTHER AGENCIES	921,794	42,939	4.9%	TOML and Kern Regional
4819 SERVICES & FEES	2,052,471	-16,848	-0.8%	Estimated fare rev
4959 MISCELLANEOUS REVENUE	12,000	7,000	140.0%	Advertising Revenue, utility payments from TOML
<b>TBD TOT Trolley Match</b>	<b>43,909</b>	<b>43,909</b>	<b>100.0%</b>	
<b>TOTAL REVENUES</b>	<b>6,659,341</b>	<b>1,063,355</b>	<b>19.0%</b>	
<b>EXPENSES</b>	<b>FY 19/20</b>	<b>438,534</b>	<b>23.73%</b>	
5001 SALARIED EMPLOYEES	1,510,604	-14,555	-1.0%	benefited working less hours
5003 OVERTIME	75,106	5,888	8.5%	recruiting challenges
5005 HOLIDAY OVERTIME	124,696	-6,501	-5.0%	
5012 PART TIME EMPLOYEES	378,287	100,234	36.0%	non benefited working more hours
5021 RETIREMENT & SOCIAL SECURITY	51,857	4,251	8.9%	non benefited working more hours benefited working less hours, less classic, more
5022 PERS RETIREMENT	221,020	-3,989	-1.8%	PEPRA
5031 MEDICAL INSURANCE	306,000	-20,566	-6.3%	Insurance costs decreased
5043 OTHER BENEFITS	39,398	905	2.4%	
5045 COMPENSATED ABSENCE EXPE	146,000	2,542	1.8%	
5047 EMPLOYEE INCENTIVES	5,753	-5,297	-47.9%	
5111 CLOTHING	10,600	6,000	130.4%	
5152 WORKERS COMPENSATION	102,160	-22,625	-18.1%	Invoice amount
5154 UNEMPLOYMENT INSURANCE	43,000	-2,000	-4.4%	
5158 INSURANCE PREMIUM	178,620	8,430	5.0%	
5171 MAINTENANCE OF EQUIPMENT	603,789	16,809	2.9%	increased fleet age, increased shop rate TOML
5173 MAINTENANCE OF EQUIPMENT-M	19,500	1,000	5.4%	based on historical actual expense
5191 MAINTENANCE OF STRUCTURES	11,500	1,500	15.0%	\$1.5 K for Benton bus stop
5211 MEMBERSHIPS	2,300	0	0.0%	
5232 OFFICE & OTHER EQUIP < \$5,000	15,500	1,000	6.9%	
5238 OFFICE SUPPLIES	8,000	400	5.3%	
5253 ACCOUNTING & AUDITING SERVI	49,750	1,250	2.6%	
5260 HEALTH - EMPLOYEE PHYSICAL	5,890	-310	-5.0%	
5263 ADVERTISING	53,700	2,500	4.9%	
5265 PROFESSIONAL & SPECIAL SER	104,534	-966	-0.9%	Tecopa contract, Reds ticket sales contract
5291 OFFICE, SPACE & SITE RENTAL	194,718	24	0.0%	
5311 GENERAL OPERATING EXPENSE	60,440	8,610	16.6%	
5331 TRAVEL EXPENSE	9,600	4,600	92.0%	increased training for new staff
5332 MILEAGE REIMBURSEMENT	32,468	11,248	53.0%	NEMT milage reimbursements
5351 UTILITIES	62,626	10,626	20.4%	Billing change, TOML is reimbursing ESTA now
5352 FUEL & OIL	632,751	0	0.0%	budgeted at 4.00 gallon,
5539 OTHER AGENCY CONTRIBUTIONS	60,000	0		For Reds Meadow Road Maintenance Fund
5640 STRUCTURES & IMPROVEMENTS	707,071	587,071	489.2%	Bishop Admin Building/Bishop Yard
5650 EQUIPMENT	101,568	26,802	35.8%	New Server, LCTOP electric Vehicle
5655 VEHICLES	432,672	248,736	135.2%	Type-E (Reno/Lancaster bus) and 1 trolley
5789 CAPITAL REPLACEMENT	158,990	-11,530	-6.8%	Per Feb 2015 Capital Replacement funding plan
5901 CONTINGENCIES	138,850	87,850	172.3%	
<b>TOTAL EXPENDITURES</b>	<b>6,659,319</b>	<b>1,049,937</b>	<b>18.7%</b>	

REVENUE	Inyo	Mono	Bishop	TOML	Reno	Lancaster	Special	Reds	MMSA	LCTOP	MMX	NEM
LOCAL TRANSPORTATION TAX	319,886	209,419	319,886	209,419	117,689	92,439	0	0	0		4,000	
STATE TRANSIT ASST	117,969	112,298	117,969	155,078	0	0	0	0	0		0	
<b>CAPITAL RESTRICTED STA</b>	<b>1,385</b>	<b>1,318</b>	<b>1,385</b>	<b>1,820</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
PTMISEA	0	183,854	0	0	0	0	0	0	0		0	
INTEREST FROM TREASURY	6,000	6,000	6,000	6,000	0	0	0	0	0		0	
<b>STATE GRANTS - CAPITAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
STATE GRANTS	0	0	0	0	0	0	0	0	0		35,355	
STATE OTHER (SGR)	16,627	15,828	16,627	21,858	0	0	0	0	0		0	
FEDERAL GRANTS	53,122	34,170	53,122	47,188	145,773	144,226	0	0	0		0	38,00
<b>FEDERAL GRANTS CAPITAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>248,818</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
OTHER AGENCIES	0	0	0	897,794	0	24,000	0	0	0		0	
SERVICES & FEES	74,680	15,850	88,120	13,700	160,000	95,000	8,000	465,000	1,061,525		10,596	
MISCELLANEOUS REVENUE	1,500	0	1,500	8,500	0	0	0	500	0		0	
TOT Trolley Match				43,909								
<b>TOTAL REVENUES</b>	<b>691,169</b>	<b>578,737</b>	<b>604,609</b>	<b>1,654,084</b>	<b>423,462</b>	<b>355,665</b>	<b>8,000</b>	<b>465,500</b>	<b>1,061,525</b>		<b>49,951</b>	<b>38,00</b>

EXPENSES	LCTO											
	Inyo	Mono	Bishop	TOML	Reno	Lancaster	Special	Reds	MMSA	P	MMX	NEMT
SALARIED EMPLOYEES	203,717	87,804	224,364	368,019	137,985	123,542	3168	108,026	229,388	20,297	4,293	
OVERTIME	1,634	9,349	1,634	21,639	1,570	1,468	142	8,594	28,838	218	20	
HOLIDAY OVERTIME	13,313	5,263	13,560	41,420	7,570	6,170	0	6,620	29,660	1,000	120	
PART TIME EMPLOYEES	23,027	20,334	27,146	139,447	5,731	4,239	270	45,167	110,651	2,277		
RETIREMENT & SOCIAL SECURITY	5,469	3,908	5,962	14,148	3,894	3,178		4,482	10,184	564	69	
PERS RETIREMENT	31,510	13,610	31,950	62,280	17,590	15,650		13,050	32,730	2,190	460	
MEDICAL INSURANCE	52,800	22,500	51,150	84,000	25,230	21,240	240	12,810	32,460	3,000	570	
OTHER BENEFITS	4,796	2,908	5,212	12,292	2,086	1,705		3,164	6,916	319		
COMPENSATED ABSENCE EXPENSE	17,486	12,957	18,999	44,814	7,606	6,217		11,539	25,216	1,166		
EMPLOYEE INCENTIVES	750	1,100	750	1,200	100	100		803	950			
CLOTHING	1,200	1,800	1,200	1,200	600	600		1,500	2,500			
WORKERS COMPENSATION	12,160	5,600	13,280	27,430	9,930	8,750	210	7,500	15,710	1,590		
UNEMPLOYMENT INSURANCE				10,000				8,000	25,000			
INSURANCE PREMIUM	19,440	7,390	21,610	41,520	14,790	12,800	270	19,480	39,250	2,070		
MAINTENANCE OF EQUIPMENT	46,310	56,823	51,964	175,991	65,890	39,678	1300	54,720	107,403	3,710		
MAINTENANCE OF EQUIPMENT-WATER	1,600	1,500	1,600	5,000	530	470	100	500	8,000	200		
MAINTENANCE OF STRUCTURES	500	1,500	500	3,000	530	470			5,000			
MEMBERSHIPS	225	200	225	400	212	188		300	500	50		
OFFICE & OTHER EQUIP < \$5,000	2,500	2,500	2,500	1,500	1,590	1,410		1,500	2,000			
OFFICE SUPPLIES	975	900	975	1,500	500	500		1,200	1,200	250		
ACCOUNTING & AUDITING SERVICE	6,250	6,250	6,250	10,000	4,000	3,950		4,000	9,000	50		
HEALTH - EMPLOYEE PHYSICALS	780	490	780	1,470	210	190		740	1,230			
ADVERTISING	500	700	500	7,000	21,200	13,800		4,000	6,000			
PROFESSIONAL & SPECIAL SERVICE	16,370	8,630	8,800	18,569	8,446	7,539		21,180	14,730	270		
OFFICE, SPACE & SITE RENTAL	5,700	0	5,700	32,118	4,770	4,230		57,000	85,200			
GENERAL OPERATING EXPENSE	9,000	9,000	9,000	9,000	6,840	6,100		3,500	8,000			
TRAVEL EXPENSE	1,800	1,800	1,800	1,800	700	600		300	800			
MILEAGE REIMBURSEMENT												32,468
UTILITIES	3,300	3,300	3,300	29,476	2,120	1,880		1,000	18,000	250		
FUEL & OIL	59,456	36,917	65,298	138,244	71,242	69,000	2300	46,814	133,000	10,480		
OTHER AGENCY CONTRIBUTIONS												
STRUCTURES & IMPROVEMENTS												94
EQUIPMENT	5,000	25,000	5,000	5,000								
VEHICLES	0	183,854	0	248,818								
CAPITAL REPLACEMENT	14,000	5,850	14,000	35,140				18,000	72,000			
CONTINGENCIES	29,600	39,000	9,600	60,650								
<b>TOTAL EXPENDITURES</b>	<b>591,169</b>	<b>578,736</b>	<b>604,608</b>	<b>1,654,084</b>	<b>423,462</b>	<b>355,665</b>	<b>8,000</b>	<b>465,490</b>	<b>1,061,515</b>	<b>49,951</b>	<b>38,000</b>	<b>94</b>

**FINANCIAL CONSIDERATIONS**

The Authority's FY 2019/20 budget will define the agency's finances for the year. The budget has been developed in compliance with the Authority's Budget Policy.

**RECOMMENDATION**

The Board is requested to review and approve the proposed FY 2019/20 Operating and Capital budget, or to provide direction to staff regarding modification of the proposed budget.

**EASTERN SIERRA TRANSIT AUTHORITY**

**Minutes of Friday, April 12, 2019  
Regular Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:00 a.m. on Friday, April 12, 2019 at the City of Bishop Council Chambers, Bishop, California. The following members were present: Bob Gardner, Dan Tothoroh, Jim Ellis, Karen Schwartz, Jennifer Halferty, Kirk Stapp and Bill Sauser. Jeff Griffiths was absent. Director Stapp led the pledge of allegiance.

Public Comment	None.
Executive Director Report	Mr. Moores reported on ESTA activities and performance.
Audited Financial Report	Amy Shepard, the Auditor-Controller of Inyo County presented the annual certified fiscal audit performed by CliftonLarsonAllan (CLA) for the fiscal year ending June 30, 2018.
Financial Report	Ms. Bentley presented the Financial Report for the 2018/19 fiscal year as of March 25, 2019.
Operations Report	Mr. Moores presented the Monthly Operations Report for February 2019.
Previous Year Route Cost Analysis	Mr. Moores presented the Cost and Performance by route for fiscal year 2017/18.
Organizational Assessment and Triennial Audit Update	Ms. Bentley presented the quarterly Organizational Assessment and Triennial Audit Recommendations Update.
Employee of the Quarter	Mr. Moores introduced Melinda Scott as the Employee of the Quarter for the first quarter of 2019.
Bi-Annual Service Analysis	Moved by Director Sauser and seconded by Director Halferty to approve Eastern Sierra Transit services to be operated April 2019 through September 2019, excluding the termination of the Limited Route which will be discussed again at a later date. Motion carried 7-0 with director Griffiths absent.
Charter Policy	Moved by Director Halferty and seconded by Director Schwartz to approve ESTA Charter Policy and authorize the Executive Director to manage, deny, and/or approve ESTA charter services. Motion carried 7-0 with Director Griffiths absent.

Authorization to File and Execute Grant Applications Pursuant to Section 5311(f) of the Federal Transit Act

Moved by Director Totheroh and seconded by Director Stapp to approve and adopt Resolution 2019-03 authorizing the execution of the Executive Director to submit Grant applications under FTA Section 5311 (49 U.S.C. Section 5311) with California Department of Transportation, and to authorize the Executive Director to sign all corresponding contracts, certifications and reimbursement requests relating to the aforementioned grants on behalf of the Authority. Motion carried 7-0 with Director Griffiths absent.

Approve Special Use Permits for 2019

Moved by Director Sauser and seconded by Director Ellis to approve Special Use Permits for:

- 2019 Reds Meadow Shuttle Service
- 2019 Bishop Creek Shuttle
- 2019 Reds Meadow Shuttle Ticket Sales and Line Hosting agreement with Mammoth Mountain Ski Area.

Motion carried 7-0 with Director Griffiths absent.

Consent Agenda

Moved by Director Sauser and seconded by Director Ellis to approve consent agenda consisting of:

- Approval of Meeting Minutes of March 8, 2019
- Authorize Executive Director to sign Federal Year 2019 Certifications and Assurances

Motion carried 7-0 with Director Griffiths absent.

Board Member Reports

Director Halferty thanked Phil Moores for going the extra mile and traveling to all the outlying communities for the Unmet Transit Needs Meetings.

Director Schwartz spoke of possible rezoning of the Bishop downtown area and the parking challenges. Requested ESTA go to town council meetings and comment on Planning progress.

Director Stapp commented on the parking challenges at the Lakes Basin and the need for more transit.

Director Ellis thanked Phil Moores for the comprehensive report. Very glad that Bishop Creek shuttle will continue.



Adjournment

The Chairperson adjourned the meeting at 12:36 p.m.

The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for May 10, 2019 in the Town of Mammoth Lakes Council Chambers 2520 Main St., Suite Z Mammoth Lakes, CA at 9:00 am.

Recorded & Prepared by:

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Linda Robinson  
Board Clerk  
Eastern Sierra Transit Authority

Minutes approved:

Motion carried 7-0 with Director Griffiths absent.

**AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY (ESTA)  
AND SOUTHERN MONO HISTORICAL SOCIETY (SOCIETY)  
FOR THE PROVISION OF VISITOR INFORMATION AND ENTERTAINMENT SERVICES**

**INTRODUCTION**

WHEREAS, the Southern Mono Historical Society (hereinafter referred to as "SOCIETY"), desires to provide the public with entertainment and other tourist-related information; and

WHEREAS, SOCIETY desires to utilize ESTA's bus routes to provide said entertainment and other tourist-related information, and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

ESTA shall make their bus routes available to SOCIETY as set forth in **Attachment A**, for SOCIETY's purposes set forth in **Attachment A**.

**2. TERM.**

The term of this Agreement shall be from May 27, 2019 to October 16, 2019, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. This Agreement is based wholly on non-monetary consideration. ESTA may, in its sole discretion, advertise and/or promote SOCIETY's services provided through this Agreement for ESTA's business purposes...

B. No additional consideration. Except as expressly provided in this Agreement, SOCIETY shall not be entitled to, nor receive, from ESTA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

**4. WORK SCHEDULE.**

SOCIETY's obligation is to perform, in a timely manner, those services identified in **Attachment A**. SOCIETY will coordinate with ESTA to ensure that all services will be performed within the time frame set forth in **Attachment A**.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for SOCIETY to provide the services and work described in **Attachment A** must be procured by SOCIETY and be valid at the time SOCIETY enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, SOCIETY must maintain such licenses, certificates, and permits in full force and effect.

Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by SOCIETY at no expense to ESTA. SOCIETY will provide ESTA, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in **Attachment A**. Where there is a dispute between SOCIETY and ESTA as to what licenses, certificates, and permits are required to perform the services identified in **Attachment A**, ESTA reserves the right to make such determinations for purposes of this Agreement.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

SOCIETY shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for SOCIETY to provide the services identified in **Attachment A** to this Agreement. ESTA is not obligated to reimburse or pay SOCIETY, for any expense or cost incurred by SOCIETY in procuring or maintaining such items. Responsibility for the costs and expenses incurred by SOCIETY in providing and maintaining such items is the sole responsibility and obligation of SOCIETY.

**7. ESTA PROPERTY.**

Personal Property of ESTA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to SOCIETY by ESTA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of ESTA. SOCIETY will use reasonable care to protect, safeguard and maintain such items while they are in SOCIETY's possession. SOCIETY will be financially responsible for any loss or damage to such items, partial or total, which is the result of SOCIETY's negligence.

**8. [RESERVED]**

**9. INSURANCE.**

For the duration of this Agreement SOCIETY shall procure and maintain insurance of the scope and amount specified in **Attachment B** and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

This Agreement does not, and shall not be deemed to make either party hereto the agent or legal representative of the other for any purpose whatsoever. Neither party shall have the right or authority to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of the other, or to bind the other in any respect whatsoever. In making and performing this Agreement, SOCIETY shall act at all times as an independent contractor and nothing contained in this Agreement shall be construed or implied to create between SOCIETY and ESTA an agency, partnership, or employee-employer relationship, or to create between SOCIETY and ESTA any other form of legal association or arrangement which imposes liability upon one party for the act or failure to act of the other party.

All acts of SOCIETY, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of ESTA. SOCIETY, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of ESTA. SOCIETY has no authority or responsibility to exercise any

rights or power vested in ESTA. No agent, officer, or employee of ESTA is to be considered an employee of SOCIETY. It is understood by both SOCIETY and ESTA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. SOCIETY shall determine the method, details, and means of performing the work and services to be provided by SOCIETY under this Agreement, as further specified in **Attachment A**.

B. SOCIETY shall be responsible to ESTA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to ESTA's control with respect to the physical action or activities of SOCIETY in fulfillment of this Agreement.

C. SOCIETY, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of ESTA.

#### **11. DEFENSE AND INDEMNIFICATION.**

SOCIETY shall defend, indemnify, and hold harmless ESTA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by SOCIETY, or SOCIETY's agents, officers, or employees. SOCIETY's obligation to defend, indemnify, and hold ESTA, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. SOCIETY's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the SOCIETY, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

SOCIETY's obligation to defend, indemnify, and hold ESTA, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for SOCIETY to procure and maintain a policy of insurance.

To the extent permitted by law, ESTA shall defend, indemnify, and hold harmless SOCIETY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the sole and active negligence, or wrongful acts of ESTA, its officers, or employees.

#### **12. NONDISCRIMINATION.**

During the performance of this Agreement, SOCIETY, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. SOCIETY and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. SOCIETY shall also abide by the Federal Civil

Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. [RESERVED]**

**14. CANCELLATION.**

This Agreement may be canceled by ESTA without cause, and at will, for any reason by, and immediately upon, giving to SOCIETY written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to ESTA.

**15. ASSIGNMENT.**

This is an agreement for the services of SOCIETY. ESTA has relied upon the skills, knowledge, experience, and training of SOCIETY as an inducement to enter into this Agreement. SOCIETY shall not assign or subcontract this Agreement, or any part of it, without the express written consent of ESTA. Further, SOCIETY shall not assign any monies due or to become due under this Agreement without the prior written consent of ESTA.

**16. [RESERVED]**

**17. [RESERVED]**

**18. CONFIDENTIALITY.**

SOCIETY further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by SOCIETY in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. SOCIETY agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by SOCIETY only with the express written consent of ESTA. Any disclosure of confidential information by SOCIETY without ESTA's written consent is solely and exclusively the legal responsibility of SOCIETY in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

SOCIETY agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

SOCIETY agrees not to use any confidential, protected, or privileged information which is gained from ESTA in the course of providing services and work under this Agreement, for

any personal benefit, gain, or enhancement. Further, SOCIETY agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with ESTA, or who has been an adverse party in litigation with ESTA, and concerning such, SOCIETY by virtue of this Agreement has gained access to ESTA's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. [RESERVED]**

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which SOCIETY or ESTA shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

ESTA  
Executive Director  
Eastern Sierra Transit Authority  
P.O. Box 1357  
Bishop, CA 93515

SOCIETY  
Board Chair  
Southern Mono Historical Society  
P.O. Box 65  
Mammoth Lakes, CA 93546

**25. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision

**AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY (ESTA)  
AND SOUTHERN MONO HISTORICAL SOCIETY (SOCIETY)  
FOR THE PROVISION OF VISITOR INFORMATION AND ENTERTAINMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS


10<sup>TH</sup> DAY OF May, 2019.

**SOUTHERN MONO HISTORICAL SOCIETY**

By:   
Marianne O'Connor  
Treasurer  
(Title)

Date: 5/10/19

**EASTERN SIERRA TRANSIT AUTHORITY**

By:   
Phil Moores, Executive Director

Date: 5/10/19

**ATTACHMENT A**

**AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY (ESTA)  
AND SOUTHERN MONO HISTORICAL SOCIETY (SOCIETY)  
FOR THE PROVISION OF VISITOR INFORMATION AND ENTERTAINMENT SERVICES**

**TERM:**

**FROM: May 27, 2019 TO: October 16, 2019**

**SCOPE OF WORK:**

ESTA grants to SOCIETY permission for an individual designated by SOCIETY, hereinafter referred to as "DOCENT", to ride aboard ESTA buses in the Mammoth Lakes area to provide information and entertainment to visitors. The DOCENT must comply with instructions given by ESTA staff at all times while aboard the bus, including but not limited to instructions regarding where and how to sit to insure safety. DOCENT must never remain on board a bus without a driver present, and must exit the bus when the driver exits. SOCIETY agrees to immediately comply with any request by ESTA to remove a particular DOCENT from these services in the future. It is expected that the DOCENTS will ride aboard ESTA buses 2-3 times per week, focusing on the weekends and holidays, during the busy summer season (late June - Labor Day).



**ATTACHMENT B**

**AGREEMENT BETWEEN EASTERN SIERRA TRANSIT AUTHORITY (ESTA)  
AND SOUTHERN MONO HISTORICAL SOCIETY (SOCIETY)  
FOR THE PROVISION OF VISITOR INFORMATION AND ENTERTAINMENT SERVICES**

**TERM:**

**FROM: May 27, 2019 TO: October 16, 2019**

**SEE ATTACHED INSURANCE PROVISIONS**

Without limiting SOCIETY's indemnification of ESTA, and prior to commencement of visitor information and entertainment services aboard ESTA buses, SOCIETY shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to Agency.

**General liability insurance.** SOCIETY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2 million per occurrence, \$4 million general aggregate, for bodily injury, personal injury, and property damage.

**Workers' compensation insurance.** SOCIETY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement.

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

**Other provisions or requirements**

**Proof of insurance.** Vendor shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Vendor, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by vendor shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and

non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Vendor or Agency will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, Agency may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**Notice of cancellation.** Vendor agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that (Vendor's/Consultant's/Contractor's) insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Agency's right to revise specifications.** The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the Agency and Vendor may renegotiate Vendor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

**Timely notice of claims.** Vendor shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.