



# ESTA BOARD AGENDA

Regular Meeting

Friday, March 12, 2021 at 9:00am

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

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

**Chairperson: Jim Ellis**

**Vice-Chairperson: Bill Sauser**

Board Members:

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

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

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

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, March 11. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email [pmoores@estransit.com](mailto:pmoores@estransit.com) by 4pm Thursday, March 11 and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

**HOW TO ATTEND THE ESTA BOARD MEETING:**

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

<https://us02web.zoom.us/j/7608711901?pwd=VS9TeE4rU0NleWFCY0JTOVhzaEYQT09>

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

**Call to Order**

## **Pledge of Allegiance**

## **Roll Call**

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

## **A. Information Agenda**

- A-1 Executive Director Report
  - Reporting on ESTA activities and performance
- A-2 Financial Report FY 20/21
- A-3 FY21-22 Preliminary Budget
- A-4 Ridership Report

## **B. Action Agenda**

- B-1 LCTOP Grant Applications
- B-2 Greyhound Slip Agreement

## **C. Consent Agenda**

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

- C-1 Approval of Regular Meeting Minutes of February 12, 2021
- C-2 Authorization of Representatives for the California Joint Powers Insurance Authority

## **D. Closed Session**

- D-1 DISCUSSION/POSSIBLE ACTION. Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6) – Authority designated representatives; Phil Moores and John Vallejo. Bargaining Group; ESTA-MCEA
- D-2 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation: It is the intention of the Board to meet in closed session concerning the following item: Significant Exposure to Litigation pursuant to government code 54956.6(b) one case
- D-3 Report on Closed session as required by law.
  - Report on Item D-1
  - Report on Item D-2

## **E. Board Member Comments**

## **F. Adjournment**

The next regularly scheduled meeting is April 9, 2021. Check ESTA website for details on attending the meeting.

## STAFF REPORT

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

### **Safety:**

ESTA staff continues to remain Covid free. Vaccinations are beginning for ESTA Mammoth staff with Bishop staff shots beginning mid-spring.

### **Administration:**

#### Recruitment

Summer recruitment is dependent on the relaxation of social distancing restrictions on the buses. Reds Meadow hiring and training takes two months which makes mid-May the last-minute decision time for a successful shuttle service. Anything latter than mid-May begins a digressive financial loss that can reach into the 100's of thousands. There is no reasonable scenario that involves ESTA delivering service under restrictive loading. We are meeting with the Reds Meadow partners Monday to discuss the situation.

#### Grants and Planning

The Short-Range Transit Plan and the Coordinated Human Services Plan RFP is released. Once the offering closes on May 15<sup>th</sup>, a firm will be selected and the resulting contract will be presented for Board approval.

The Bishop Facility A&E solicitation resulted in two proposals. The selection committee selected a firm and contract negotiations are underway. The contract will undergo review from Caltrans and approval from the Board. A delay to the project was presented and today's second closed session will provide the Board opportunity to discuss the situation.

We are partnering with Calstart, a clean energy non-profit, to apply for fleet electrification planning grant funds. If successful, money for planning ESTA's zero emissions vehicles will be become available.

The closure of our Sparks, NV bus stop served by the 395 North Route got me negotiating with Greyhound for a bay in the Centennial Plaza Transit Center. I have finished negotiations and the agreement is included in today's packet.

#### Service

Service to Inyo County trailheads is an ongoing concern for County Supervisors, Inyo LTC, and Bishop City Council members. Not only existing parking challenges, but the impending airport expansion has sparked

conversations about how ESTA may fit into the transportation plans. A staff report is forthcoming on this topic. As for timing, I am not intending to recommend service expansion to the trailheads next fiscal year.

YARTS is preparing an RFP for contract services scheduled to begin late next calendar year. They may split the Highway 120 Route from the other services and test the waters for financial savings. I have been monitoring the situation and communicating with different parties about how ESTA may benefit from bidding or entering into partnership with YARTS, who is looking earnestly for cost saving ideas. If timed right a seamless service from Yosemite Valley to Bishop, the airport, and Inyo trailheads might be appealing to travelers. As always, finding drivers will prove challenging, but the route promises beautiful scenery and more relaxed driving than inner-city service.

### Fleet

An electric bus demo was conducted in Mammoth. MMSA, ESTA, and Town staff had a chance to look at the bus and ask an engineer about the mechanical aspects. We are still a couple years from being in a position to purchase new heavy-duty buses to replace the Mammoth fleet. I am planning more demos in the future, and promise to avoid Board of Supervisor meetings!

## STAFF REPORT

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

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The year-to-date roll-up, fund balance reports and year-end forecast for the 2020/21 fiscal year are included on the following pages. Reports are as of March 3, 2021.

We are awaiting contracts for most Federal funds. CARES funds are in the process of being invoiced.

Second quarter State Transit Assistance and State of Good Repair allocations recently have become available and are being invoiced.

Regarding fare revenue shown on the "Service & Fees" line item, Mammoth Mountain Ski Area revenue is down about \$37K when compared to the same period last year. Other fare revenue sources look to be meeting budget expectations.

All other revenue is coming in as expected.

The cost of the average price of fuel has increased 11.5% over the past three months but is still well under the budgeted amount. Overall, the fuel cost per gallon is running at around 27% below budget. The low actual expense on the financial reports for fuel and maintenance is primarily a result of not yet being in receipt of billings from the Town of Mammoth Lakes for the months of December through February.

Given the additional challenges to essential workers in the time of COVID-19, it was decided that spending more on employee incentives was warranted. A budget amendment moving \$4K from the fuel line item to employee incentives is being processed.

A journal entry moving funds for this year's capital replacement transfer is also in process. The updated fund balances should be reflected on next month report.

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

Financial information as of: 3/3/2021

% of Fiscal Year: 76%

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	985,757	526,953	458,804	53%	985,757		
4065	STATE TRANSIT ASST	321,219	60,869	260,350	19%	266,067	(55,152)	August Estimate came it at \$55,152 less than budgeted.
4301	INTEREST FROM TREASURY	12,000	12,676	(676)	106%	12,676	676	
4498	STATE GRANTS	44,520	44,520	-	100%	44,520	-	Paid in advance.
4499	STATE OTHER	73,910	24,459	49,451	33%	76,569	2,659	August estimate came in a bit higher than the January estimate.
4555	FEDERAL GRANTS	1,269,256	4,414	1,264,842	0%	1,269,256	-	5311 & 5311f contracts are not out yet, CARES funds are in the process of being invoiced.
4599	OTHER AGENCIES	1,044,268	560,409	483,859	54%	1,044,268	-	\$83,210 of budget/forecast is Capital for Trolley Match, 1/2 of this has been received.
4747	INSURANCE PAYMENTS	-	9,655	(9,655)		9,655	9,655	Insurance payment from an accident.
4819	SERVICES & FEES	1,385,410	676,768	708,642	49%	1,385,410	-	MMSA rev down \$37K
4959	MISCELLANEOUS REVENUE	12,000	6,250	5,750	52%	12,000	-	
4999	PRIOR YEARS REIMBURSEMENTS	-	304	(304)		-	-	
	<b>Revenue Total:</b>	<b>5,148,340</b>	<b>1,927,277</b>	<b>3,221,063</b>	<b>37%</b>	<b>5,106,178</b>	<b>(42,162)</b>	

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,467,779	758,115	709,664	52%			
5003	OVERTIME	65,684	25,416	40,268	39%			
5005	HOLIDAY OVERTIME	124,696	73,051	51,645	59%			
5012	PART TIME EMPLOYEES	455,497	246,578	208,919	54%			
	<b>Wages subtotal</b>	<b>2,113,656</b>	<b>1,103,161</b>	<b>1,010,495</b>	<b>52%</b>	<b>2,113,656</b>	<b>-</b>	Service reductions=less payroll
5021	RETIREMENT & SOCIAL SECURITY	54,088	23,720	30,368	44%	54,088	-	
5022	PERS RETIREMENT	260,870	127,880	132,990	49%	260,870	-	February expenses not reflected
5031	MEDICAL INSURANCE	249,640	121,881	127,759	49%	249,640	-	February expenses not reflected
5043	OTHER BENEFITS	33,351	21,103	12,248	63%	33,351	-	
5045	COMPENSATED ABSENCE EXPENSE	189,999	94,658	95,341	50%	189,999	-	
5047	EMPLOYEE INCENTIVES	2,250	4,702	(2,452)	209%	5,202	(2,952)	+\$4K budget ammendment in process
5111	CLOTHING	1,000	339	661	34%	1,000	-	
5152	WORKERS COMPENSATION	120,220	120,000	220	100%	120,220	220	Insurance is prepaid for the year.

Operating Expenditure:		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5154	UNEMPLOYMENT INSURANCE	75,000	15,728	59,272	21%	75,000	-	
5158	INSURANCE PREMIUM	219,580	206,124	13,456	94%	219,580	13,456	Insurance is prepaid. Property insurance less than estimated. Have not received TOML bills for December- February. \$28K rebuild shown in the capital section under "vehicle" has been manually added here as it was paid for with operating funds and this budget.
5171	MAINTENANCE OF EQUIPMENT	611,000	307,469	331,854	50%	611,000	-	
5173	MAINTENANCE OF EQUIPMENT-MATER	18,400	2,031	16,369	11%	18,400	-	
5191	MAINTENANCE OF STRUCTURES	5,000	294	4,706	6%	5,000	-	
5211	MEMBERSHIPS	1,300	740	560	57%	1,300	-	
5232	OFFICE & OTHER EQUIP < \$5,000	12,050	5,879	6,171	49%	12,050	-	
5238	OFFICE SUPPLIES	7,000	3,768	3,232	54%	7,000	-	
5253	ACCOUNTING & AUDITING SERVICE	49,400	32,288	17,113	65%	49,400	-	
5260	HEALTH - EMPLOYEE PHYSICALS	5,890	3,437	2,453	58%	5,890	-	
5263	ADVERTISING	34,000	18,968	15,032	56%	34,000	-	
5265	PROFESSIONAL & SPECIAL SERVICE	219,694	30,421	189,273	14%	219,694	-	Funds for SRTP & CHSP
5291	OFFICE, SPACE & SITE RENTAL	174,844	14,632	160,212	8%	174,844	-	Have not received TOML rent invoices yet this FY.
5311	GENERAL OPERATING EXPENSE	82,680	31,118	51,562	38%	82,680	-	
5326	LATE FEES & FINANCE CHARGES	-	47	(47)	0%	(47)	(47)	Will add budget next year.
5331	TRAVEL EXPENSE	3,225	275	2,950	9%	3,225	-	
5332	MILEAGE REIMBURSEMENT	29,355	9,072	20,283	31%	29,355	-	
5351	UTILITIES	60,000	30,658	29,342	51%	60,000	-	
5352	FUEL & OIL	474,307	156,134	318,173	33%	474,307	-	Have not received TOML bills for December- February. -\$4K budget ammendment in process
5539	OTHER AGENCY CONTRIBUTIONS	52,332	-	52,332	0%	52,332	-	Red's \$1 surcharge, road repair
5901	CONTINGENCIES	50,700	-	50,700	0%	50,700	-	
	<b>Expenditure Total:</b>	<b>5,210,831</b>	<b>2,486,524</b>	<b>2,752,630</b>	<b>48%</b>	<b>5,213,736</b>		

TRANSFERS Expenditure		FY20/21 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5798	CAPITAL REPLACEMENT	123,490	-	123,490	-	123,490	-	This transfer is in process.
	<b>Expenditure Total:</b>	<b>123,490</b>	<b>-</b>	<b>123,490</b>	<b>-</b>	<b>123,490</b>	<b>-</b>	
NET	TRANSFERS		-					

Projected Revenue less Projected Expenses & Capital Replacement Transfers:

**(314,258)** Budget was approved with a **\$269,191 deficit.**



**Budget to Actuals with Encumbrances by Key/Obj**

Ledger: GL

As of 3/3/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
<b>Key: 153298 - ESTA - BUDGET</b>						
<b>OPERATING</b>						
Revenue						
Expenditure						
<b>NET OPERATING</b>		0.00	0.00	0.00	0.00	
<b>CAPITAL ACCOUNT</b>						
Revenue						
<b>NET CAPITAL ACCOUNT</b>		0.00	0.00	0.00	0.00	
<b>Key: 153299 - EASTERN SIERRA TRANSIT</b>						
<b>OPERATING</b>						
Revenue						
4061	LOCAL TRANSPORTATION TAX	985,757.00	526,953.32	0.00	458,803.68	53.45
4065	STATE TRANSIT ASST	321,219.00	60,869.00	0.00	260,350.00	18.94
4301	INTEREST FROM TREASURY	12,000.00	12,676.12	0.00	(676.12)	105.63
4498	STATE GRANTS	44,520.00	44,520.00	0.00	0.00	100.00
4499	STATE OTHER	73,910.00	24,458.64	0.00	49,451.36	33.09
4555	FEDERAL GRANTS	1,269,256.00	4,413.94	0.00	1,264,842.06	0.34
4599	OTHER AGENCIES	1,044,268.00	560,408.76	0.00	483,859.24	53.66
4747	INSURANCE PAYMENTS	0.00	9,654.77	0.00	(9,654.77)	0.00
4819	SERVICES & FEES	1,385,410.00	676,768.39	0.00	708,641.61	48.84
4959	MISCELLANEOUS REVENUE	12,000.00	6,250.46	0.00	5,749.54	52.08
4999	PRIOR YEARS REIMBURSEMENTS	0.00	303.89	0.00	(303.89)	0.00
<b>Revenue Total:</b>		5,148,340.00	1,927,277.29	0.00	3,221,062.71	37.43
Expenditure						
5001	SALARIED EMPLOYEES	1,467,779.00	758,114.88	0.00	709,664.12	51.65
5003	OVERTIME	65,684.00	25,416.08	0.00	40,267.92	38.69
5005	HOLIDAY OVERTIME	124,696.00	73,051.14	0.00	51,644.86	58.58
5012	PART TIME EMPLOYEES	455,497.00	246,578.45	0.00	208,918.55	54.13
5021	RETIREMENT & SOCIAL SECURITY	54,088.00	23,720.35	0.00	30,367.65	43.85
5022	PERS RETIREMENT	260,870.00	127,880.49	0.00	132,989.51	49.02
5031	MEDICAL INSURANCE	249,640.00	121,880.61	0.00	127,759.39	48.82
5043	OTHER BENEFITS	33,351.00	21,102.51	0.00	12,248.49	63.27
5045	COMPENSATED ABSENCE EXPENSE	189,999.00	94,657.84	0.00	95,341.16	49.82
5047	EMPLOYEE INCENTIVES	2,250.00	4,701.77	0.00	(2,451.77)	208.96
5111	CLOTHING	1,000.00	339.03	0.00	660.97	33.90
5152	WORKERS COMPENSATION	120,220.00	120,000.00	0.00	220.00	99.81
5154	UNEMPLOYMENT INSURANCE	75,000.00	15,728.00	0.00	59,272.00	20.97
5158	INSURANCE PREMIUM	219,580.00	206,124.00	0.00	13,456.00	93.87
5171	MAINTENANCE OF EQUIPMENT	611,000.00	279,146.10	0.00	331,853.90	45.68
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	2,030.51	0.00	16,369.49	11.03
5191	MAINTENANCE OF STRUCTURES	5,000.00	293.96	0.00	4,706.04	5.87
5211	MEMBERSHIPS	1,300.00	740.00	0.00	560.00	56.92
5232	OFFICE & OTHER EQUIP < \$5,000	12,050.00	5,879.31	0.00	6,170.69	48.79
5238	OFFICE SUPPLIES	7,000.00	3,767.54	0.00	3,232.46	53.82
5253	ACCOUNTING & AUDITING SERVICE	49,400.00	32,287.50	0.00	17,112.50	65.35
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	3,437.00	0.00	2,453.00	58.35
5263	ADVERTISING	34,000.00	18,967.78	0.00	15,032.22	55.78
5265	PROFESSIONAL & SPECIAL SERVICE	219,694.00	30,420.74	0.02	189,273.24	13.84
5291	OFFICE, SPACE & SITE RENTAL	174,844.00	14,631.52	0.00	160,212.48	8.36

COUNTY OF INYO

March 12, 2021

Budget to Actuals with Encumbrances by Key/Obj

Agenda Item #A-2

Ledger: GL

As of 3/3/2021

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	82,680.00	31,117.79	0.00	51,562.21	37.63
5326	LATE FEES & FINANCE CHARGES	0.00	46.78	0.00	(46.78)	0.00
5331	TRAVEL EXPENSE	3,225.00	275.39	0.00	2,949.61	8.53
5332	MILEAGE REIMBURSEMENT	29,355.00	9,072.06	0.00	20,282.94	30.90
5351	UTILITIES	60,000.00	30,657.95	0.00	29,342.05	51.09
5352	FUEL & OIL	474,307.00	156,134.16	0.00	318,172.84	32.91
5539	OTHER AGENCY CONTRIBUTIONS	52,332.00	0.00	0.00	52,332.00	0.00
5901	CONTINGENCIES	50,700.00	0.00	0.00	50,700.00	0.00
<b>Expenditure Total:</b>		<u>5,210,831.00</u>	<u>2,458,201.24</u>	<u>0.02</u>	<u>2,752,629.74</u>	<u>47.17</u>
<b>NET OPERATING</b>		<u>(62,491.00)</u>	<u>(530,923.95)</u>	<u>(0.02)</u>	<u>468,432.97</u>	
<b>NON-OPERATING Revenue</b>						
<b>NET NON-OPERATING</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CAPITAL ACCOUNT Revenue</b>						
4066	PTMISEA	90,319.00	0.00	0.00	90,319.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	355,378.00	0.00	0.00	355,378.00	0.00
4495	STATE GRANTS - CAPITAL	52,959.00	52,959.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	2,084,555.00	235,761.38	0.00	1,848,793.62	11.30
<b>Revenue Total:</b>		<u>2,583,211.00</u>	<u>288,720.38</u>	<u>0.00</u>	<u>2,294,490.62</u>	<u>11.17</u>
<b>Expenditure</b>						
5640	STRUCTURES & IMPROVEMENTS	704,593.00	0.00	0.00	704,593.00	0.00
5655	VEHICLES	1,961,828.00	305,689.16	0.00	1,656,138.84	15.58
<b>Expenditure Total:</b>		<u>2,666,421.00</u>	<u>305,689.16</u>	<u>0.00</u>	<u>2,360,731.84</u>	<u>11.46</u>
<b>NET CAPITAL ACCOUNT</b>		<u>(83,210.00)</u>	<u>(16,968.78)</u>	<u>0.00</u>	<u>(66,241.22)</u>	
<b>TRANSFERS Revenue Expenditure</b>						
5798	CAPITAL REPLACEMENT	123,490.00	0.00	0.00	123,490.00	0.00
<b>Expenditure Total:</b>		<u>123,490.00</u>	<u>0.00</u>	<u>0.00</u>	<u>123,490.00</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>(269,191.00)</u>	<u>(547,892.73)</u>	<u>(0.02)</u>	<u>278,701.75</u>	

**COUNTY OF INYO  
UNDESIGNATED FUND BALANCES**

March 12, 2021  
Agenda Item #A-2

AS OF 06/30/2021

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
<b>ESTA - EASTERN SIERRA TRANSIT AUTHORI</b>										
1532 EASTERN SIERRA TRANSIT	2,912,687	37,324	15,450		59,780			2,905,681		2,905,681
1533 ESTA ACCUMULATED	1,394,442							1,394,442		1,394,442
1534 ESTA GENERAL RESERVE	532,259							532,259		532,259
1535 ESTA BUDGET STAB	212,902							212,902		212,902
1536 REDS MEADOW ROAD	112,251							112,251		112,251
6820 NON-EMERGENCY TRAN REIM	1,433				252	10,000		(8,819)		(8,819)
6821 BISHOP YARD-ESTA	40					4,950		(4,910)		(4,910)
6822 LCTOP-ELECTRIC VEHICLE	143,156							143,156		143,156
6824 ESTA-LCTOP	21,154				7	500		20,647		20,647
6825 BISHOP ADMIN BUILDING	70,662							70,662		70,662
<b>ESTA Totals</b>	<b>5,400,986</b>	<b>37,324</b>	<b>15,450</b>		<b>60,039</b>	<b>15,450</b>		<b>5,378,271</b>		<b>5,378,271</b>
<b>Grand Totals</b>	<b>5,400,986</b>	<b>37,324</b>	<b>15,450</b>		<b>60,039</b>	<b>15,450</b>		<b>5,378,271</b>		<b>5,378,271</b>

**STAFF REPORT**

Subject: Preliminary FY2021/22 Budget

Presented By: Phil Moores, Executive Director

**BACKGROUND:**

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

**ANALYSIS/DISCUSSION:**

A preliminary budget for FY2021/22 is being presented to the Board at this time in order to provide opening information and it is intended to provide a general financial overview of the upcoming year and to solicit direction, if desired, from the Board prior to finalization. This year, projections are particularly unstable due to unpredictable effects of Covid related ridership and revenue reduction. In addition, federal and state funding sources are declining from economic slowing. In my opinion, it will take several years to return to regular ridership numbers and stronger tax-based revenues. In the case of diesel tax revenue, steady decline is expected. The future road-use tax will hopefully infuse transit with fresh revenue, but the implementation of this new tax is not known.

The preliminary FY2021/22 budget anticipates service levels that are generally consistent with 2020/21 even though Reds Meadow Shuttle is uncertain. The State Transit Assistance funding, based on diesel fuel taxes is estimated to increase slightly. Federal funding for the 5311(f) programs, which funds the intercity routes to Reno and Lancaster, is projected to be sufficient to continue service. LCTOP revenue is projected to decrease. Revenue from the new State of Good Repair Program is expected to be roughly flat. The projected year-to-year changes in state and federal revenue is detailed in the table below.

State and Federal Grant Revenues	19-20 Estimate	20-21 Estimate	21-22 Estimate	Variance
LTF	\$1,272,785	\$1,399,534	\$1,130,000	-\$269,534
STA*	\$509,221	\$461,712	\$313,185	-\$47,509
5311 Apportionment	\$187,601	\$198,250	\$200,000	\$10,649
5311(f)	\$225,000	\$290,000	\$290,000	\$65,000
LCTOP	\$35,355	\$44,520	\$35,000	\$9,165
SGR	\$70,941	\$71,828	\$76,449	\$887
Total	\$2,300,903	\$2,465,844	\$2,044,634	\$164,941
*Capital restricted not included				

The balance of the revenue picture for FY2021/22 is detailed below. Overall, the preliminary estimate of total operating revenue for the coming year is projected to decrease by 4.2% (\$229,322).

Other Agencies	19-20 Estimate	20-21 Estimate	21-22 Estimate	Variance
TOML	\$862,000	\$906,677	\$937,058	\$30,381
MMSA	\$1,050,000	\$1,061,000	\$1,102,778	\$11,000
KRT	\$24,000	\$24,000	\$24,000	\$0
Total	\$1,936,000	\$1,991,677	\$2,063,836	\$41,381
Fares	19-20 Estimate	20-21 Estimate	21-22 Estimate	Variance
Reds Meadow	\$490,000	\$597,825	\$597,825	\$0
395 Routes	\$255,000	\$255,000	\$278,000	\$23,000
All Other	\$210,000	\$210,000	\$210,000	\$0
Total	\$955,000	\$1,062,825	\$1,085,825	\$23,000
<b>Total Operating Revenue</b>	<b>\$5,191,903</b>	<b>\$5,520,346</b>	<b>\$5,194,295</b>	<b>\$229,322</b>

The Bishop Creek Recreation Area Shuttle and the continuation of the additional mid-day Lone Pine Express run service are included in the calculations at this time. This preliminary analysis anticipates continuation of comparatively low fuel prices and continued increases in vehicle maintenance costs. Based on this service level, preliminary estimates of expenditures project that revenues will be insufficient to fully fund the service. A summary of preliminary expenses for FY2021/22 by major expense category is detailed in the table below.

Operating Expense Categories	19-20 Budget	20-21 Estimate	21-22 Estimate	Variance
Salaries & Benefits	\$2,884,788	\$3,000,180	\$2,900,000	-\$100,180
Insurance	\$306,000	\$325,000	\$325,000	\$0
Maintenance	\$603,789	\$620,000	\$630,000	\$10,000
Fuel	\$632,752	\$632,752	\$632,752	\$0
Facilities	\$246,694	\$246,694	\$246,694	\$0
Services	\$288,915	\$288,915	\$288,915	\$0
All Other	\$296,060	\$300,000	\$300,000	\$0
Total	\$5,258,998	\$5,413,541	\$5,323,361	\$154,543

The decision to cancel service to balance the budget will be faced. The Board must decide to spend reserves to maintain service levels, cancel service to balance the budget, or find some middle ground. There is no certain federal funding expected to further bale out public transit.

### **FINANCIAL CONSIDERATIONS**

A budget for the 2021/22 fiscal year is required in order to operate ESTA's services. The preliminary budget presented at this time is an estimate of the revenues and expenditures now known or anticipated. Further financial and operational information will be developed in the next few months prior to the anticipated final budget to be presented for the Board's consideration in June of 2021.

### **RECOMMENDATION**

This preliminary budget is presented for the Board's information, in compliance with the ESTA Joint Powers Agreement, and to receive any desired input from the Board as the FY21/22 budget is finalized.

**STAFF REPORT**

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

**Executive Summary**

Overall ridership decreased by 75% in December compared to last year and January is up slightly to 71%. The normally strong Mammoth Fixed Routes are the cause for the bulk of the reduced ridership.

	Jan-21	Dec-20	Percent Change	Jan-20	Percent Change
<b>PASSENGERS</b>					
Adult	37,471	30,184	24.1%	128,043	-70.7%
Senior	1,106	1,247	-11.3%	1,957	-43.5%
Disabled	290	364	-20.3%	697	-58.4%
Wheelchair	99	82	20.7%	275	-64.0%
Child	2,457	2,294	7.1%	13,160	-81.3%
Child under 5	58	58	0.0%	209	-72.2%
<b>Total Passengers</b>	<b>41,481</b>	<b>34,229</b>	<b>21.2%</b>	<b>144,341</b>	<b>-71.3%</b>
<b>SERVICE MILES</b>	<b>79,610</b>	<b>77,712</b>	<b>2.4%</b>	<b>84,381</b>	<b>-5.7%</b>
<b>SERVICE HOURS</b>	<b>4,713</b>	<b>4,887</b>	<b>-3.6%</b>	<b>5,437</b>	<b>-13.3%</b>
<b>Passengers per Hour</b>	<b>8.80</b>	<b>7.00</b>	<b>25.7%</b>	<b>26.55</b>	<b>-66.8%</b>

Jan-21		Jan-20	
Route	Total Pax	Route	Total Pax
Mammoth Express	138	Mammoth Express	520
Lone Pine Express	133	Lone Pine Express	272
Lone Pine DAR	319	Lone Pine DAR	481
Tecopa	0	Tecopa	14
Walker DAR	6	Walker DAR	32
Bridgeport to Carson	3	Bridgeport to Carson	20
Benton to Bishop	1	Benton to Bishop	38
Specials	0	Specials	612
Bishop DAR	2,170	Bishop DAR	3,492
Mule Days	0	Mule Days	0
Nite Rider	88	Nite Rider	324
Town Trolley	5,269	Town Trolley	28,658
Mammoth DAR	97	Mammoth DAR	151
Reno	240	Reno	592
Lancaster	123	Lancaster	383
Reds Meadow	0	Reds Meadow	0
MMSA	32,894	MMSA	108,752
Bishop Creek	0	Bishop Creek	0
<b>Total</b>	<b>41,481</b>	<b>Total</b>	<b>144,341</b>



## STAFF REPORT

Subject: Low Carbon Transit Operations Program FY 2020-21 Funds  
Initiated by: Karie Bentley, Administration Manager

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### **BACKGROUND:**

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

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

### **ANALYSIS/DISCUSSION:**

Funding to the LCTOP dropped significantly this year. In FY 19-20 ESTA received \$97,479 but only \$53,260 is available in FY 20-21. This represents over a 45% reduction in program funding

Eastern Sierra Transit is requesting FY 2020-21 LCTOP funds from both the Inyo and Mono County LTCs to fund two projects: continuation of an expansion of the Mammoth Express fixed route and the purchase of one electric paratransit vehicle and supporting infrastructure to be used in Bishop dial-a-ride service.

As a side note, a project with leftover funding from FY 18-19 and FY 19-20 which reduces the price of the 10-punch pass prices on the Mammoth Express will continue in FY 20-21 with the left-over funds.

The expansion of the Mammoth Express route is a continuation from the prior year and would continue to provide an additional northbound run departing Bishop. The trips are at 6:45am to permit passengers to arrive in Mammoth in time to work a Monday through Friday 8:00am to 5:00pm shift, and additional southbound run departing Mammoth at 7:05pm to permit passengers who work later shifts (beyond 5:00pm), or who wish to stay in Mammoth for the early evening hours for shopping, dining or socializing, to travel back to the communities of Crowley Lake, Tom's Place or Bishop.

The second project is for the purchase of one electric paratransit van to be used in Bishop dial-a-ride service. The vehicle will be fully ADA accessible and carry up to 15 passengers. This project will utilize four years of LCTOP roll over funding, state vouchers & incentives, and State Transit Assistance (STA) or capital replacement funds. The vehicle is anticipated to be purchased in 2022 or 2023.

**FINANCIAL CONSIDERATIONS:**

The (LCTOP) provides formula funding for approved operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The allocation of funding from the State Controller's office for the Eastern Sierra Region totals \$53,260. The Section 99314 funds allocated to Eastern Sierra Transit are based primarily on ridership and fares received during the previous fiscal year.

Mono County (99313)	\$ 13,851
Eastern Sierra Transit Authority (99314)	\$ 20,291
Inyo County (99313)	\$ 19,118
Total	\$ 53,260

**PROJECT COSTS:**

The proposed costs for both of the projects are detailed below.

Expansion of the Mammoth Express Route

- Operating cost for additional fixed route service: ~\$48,000
- Funding Sources

LCTOP (Mono 99313)	\$ 13,851
LCTOP (ESTA/ Mono 99314)	\$ 20,291
Fares	\$ 13,858
<b>Total</b>	<b>\$ 48,000</b>

Electric Vehicle

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

\$26,411	17/18 LCTOP funding
\$61,568	18/19 LCTOP funding
\$52,959	19/20 LCTOP funding
\$19,118	20/21 LCTOP funding
\$45,000	Incentives/Vouchers
\$19,944	Capital Restricted STA or Capital Replacement Funds
<b>\$225,000</b>	<b>TOTAL</b>

**RECOMMENDATION**

It is recommended that the Board approve Resolution 2021-02 allocating \$53,260 of FY 2020-21 Low Carbon Transit Operations Program (LCTOP) funds for the expansion of Mammoth Express 2.0 fixed route service and the purchase of an electric vehicle and infrastructure, and to authorize the Eastern Sierra Transit Authority's Executive Director or Administration Manager to complete and execute all documents for the Low Carbon Transit Operations Program submittal, allocation requests, and required reporting.



FY 2012-2021 LCTOP

Authorized Agent

AS THE Chairperson
(Chief Executive Officer/Director/President/Secretary)

OF THE Eastern Sierra Transit Authority
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Phil Moores, Executive Director –Eastern Sierra Transit Authority OR
(Name and Title of Authorized Agent)

Karie Bentley, Administration Manager-Eastern Sierra Transit OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Jim Ellis Chairperson
(Print Name) (Title)

(Signature)

Approved this 12 day of March, 2021

RESOLUTION #2021-02

AUTHORIZATION FOR THE EXECUTION OF THE  
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS  
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)  
FOR THE FOLLOWING PROJECT(S):  
MAMMOTH EXPRESS 2.0 FIXED ROUTE SERVICE \$34,142  
ELECTRIC VEHICLE \$19,118

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

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

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

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

**WHEREAS**, the Eastern Sierra Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Phil Moores, Executive Director and Karie Bentley Administration Manager.

**WHEREAS**, the Eastern Sierra Transit Authority wishes to implement the following LCTOP project(s) listed above,

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

**NOW THEREFORE, BE IT FURTHER RESOLVED** that Phil Moores, Executive Director and Karie Bentley Administration Manager be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Eastern Sierra Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2020-2021 LCTOP funds:

List project(s), including the following information:

Project Name: Mammoth Express 2.0 Fixed Route Service

Amount of LCTOP funds requested: \$34,142

Short description of project: Operation of the 6:45 am Bishop to Mammoth and the 7:05 pm Mammoth to Bishop runs of the Mammoth Express Route.

Benefit to a Priority Populations: Project improves transit connectivity for residents in low-income communities.

Contributing Sponsors (if applicable): Mono County Local Transportation Commission

List project(s), including the following information:

Project Name: Electric Vehicle

Amount of LCTOP funds requested: \$19,118

Short description of project: Purchase of one electric paratransit vehicle and infrastructure

Benefit to a Priority Populations: Project creates or improves infrastructure or equipment that reduces criterial air pollutant or toxic air contaminant emissions in low-income communities.

Contributing Sponsors (if applicable): Inyo County Local Transportation Commission

APPROVED AND ADOPTED this 12th day of March, 2021, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jim Ellis, Chairperson  
Eastern Sierra Transit Authority  
Board of Directors

Attest: Linda Robinson  
Secretary of the Board

By: \_\_\_\_\_

## STAFF REPORT

Subject: Greyhound Slip Agreement

Initiated by: Phil Moores, Executive Director

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### **BACKGROUND**

ESTA's Sparks, NV on-street bus stop is scheduled for demolition. I have been negotiating for the sharing of the Greyhound bus slip across the street on Victorian Avenue in the Centennial Plaza Transit Center. The Transit Center is owned by Washoe Regional Transportation Commission and the lease to Greyhound allows for subleasing. The agreement is attached and the missing transit center layout in attachment A will be included in the final draft.

### **FINANCIAL CONSIDERATIONS**

The first round of negotiations from Greyhound was for \$250 per month with a six-month duration, and subsequent negotiations resulted in \$200 per month and a one-year agreement. Greyhound has indicated the rate is subject to change and we suspect an increase in the future. They pay Washoe RTC \$1,000 per month for two slips. The agreement was review by both ESTA Council and CJPIA for form and risk.

### **RECOMMENDATION**

The Board is requested to authorize the Executive Director to sign the agreement with Greyhound for use of the bus slip at Centennial Plaza Transit Center for \$200 per month.

**LICENSE AGREEMENT  
(BUS SLIP)**

**LICENSEE:**

Eastern Sierra Transit Authority  
P.O. Box 1357  
Bishop, CA 93515  
ATTN: Phil Moores

**LICENSOR:**

Greyhound Lines, Inc.  
a Delaware corporation  
350 N. St. Paul Street  
Dallas, Texas 75201  
Attn: Legal Dept.

1. **DATE.** This License Agreement (this "License") is made to be effective as of **March 1, 2021**.
2. **PREMISES/DOCK AREA.** Licensor operates that certain business located at **1421 Victorian Avenue**, in the City of **Sparks** State of **Nevada 89431** (the "Premises"). Licensee's dock area shall consist of that certain area designated on **Exhibit A** attached hereto and incorporated herein by reference for all purposes (the "Dock Area"), together with commercially reasonable rights of ingress and egress thereto across the Premises. Licensor hereby authorizes Licensee to utilize, on a nonexclusive basis, the Dock Area only for permitted activities pursuant to the terms and conditions set forth herein. Nothing herein shall give the Licensee any rights as a tenant on the Premises and Licensee shall hold no interest or estate in real property as a result of this License. Licensor hereby reserves the right, upon seventy-two (72) hours prior written notice, to substitute alternative dock space within the Premises; any substituted space shall be deemed to be the Dock Area under and subject to the terms and conditions of this License without further acts by the parties hereto.
3. **TERM.** The term of this License ("Term") shall be for **one (1)** year, commencing on **March 1, 2021** ("Commencement Date") and extending through **February 28, 2022** unless sooner terminated or extended pursuant to any provision hereof. The Agreement shall thereafter automatically renew for additional **one (1)** month periods unless sooner terminated or extended pursuant to any provision hereof.
4. **LICENSE FEE.** Licensee shall pay to Licensor, without setoff, a license fee for the use of the Dock Area in monthly installments of **\$200.00** (the "License Fee"), payable in advance, on or before the first day of each calendar month of the Term. The license fee for any period less than one month shall be a pro rata portion of the monthly installment. The license fee shall be payable to Licensor at P.O. Box 891932, Dallas, Texas 75389-1932, Attention: Accounts Receivable, or to such other address as Licensor may designate by notice as provided herein. In the event Licensor's business is not in operation or open for business for a period of seven (7) consecutive days, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, changes, additions, improvements, or repairs to any part of the Premises, including the Dock Area, Licensee may seek an equitable reduction of the license fee during such period(s).
5. **USE OF PREMISES/ HOURS OF OPERATION.** The Dock Area shall be used by Licensee its agents and assigns solely for the purpose of discharging passengers and their baggage from motor coaches and/or motor buses. Licensee shall be authorized to use the Dock Area for permitted activities during Licensee's business hours. Licensee shall notify Licensor of the intended hours of operation of the Dock Area. Licensee shall give Licensor seventy-two (72) hours notice of any change in the hours of operation.
6. **TERMINATION.** The parties hereto acknowledge that Licensor shall have the right to terminate this License at any time upon thirty (30) days prior written notice to Licensee; provided, however, Licensor may terminate this License immediately in the event of a default by Licensee hereunder. Licensee shall have the right to terminate this License for any or no reason by providing Licensor with (30) thirty days advance written notice with no further liability by any party. If Licensee's use of the Premises is limited or denied through rezoning, environmental impact edict, or other action of any public or quasi-public agency or governmental authority, this License, at the sole option of Licensee, shall terminate as of the effective date of such action and the License Fee applicable for the unexpired portion of the Term will abate.
7. **UTILITIES.** Licensor shall provide, at its sole cost and expense, all utilities to the Dock Area except telephone which shall be provided by the Licensee at its sole cost and expense.
8. **SIGNS.** Except as otherwise provided herein or approved by Licensor, Licensee will not permit or suffer any signs, advertisements, or notices to be displayed, inscribed upon or fixed on any part of the outside or inside of the Dock Area, or in the building of which they are a part.



9. **ALTERATIONS, IMPROVEMENTS AND ADDITIONS.** No alterations, additions or fixtures shall be installed by Licensee upon the Premises or within the Dock Area, nor shall any modification to the area be made by Licensee without the prior written consent of Licensor, which consent shall be at its sole discretion. Licensee shall remove such alterations, improvements, or additions made by it in, on or about the Premises upon expiration or early termination of this License and repair any damage to the Premises and/or Dock Area caused by Licensee's removal of its personal property, trade fixtures, alterations, improvements, or additions.

10. **REPAIRS AND MAINTENANCE.** Licensee shall maintain the interior of the Dock Area in good condition; provided, however, Licensee shall not be responsible for structural repairs or the repair and maintenance of any electrical, plumbing or HVAC systems, whether or not same is located in the Dock Area, unless caused by the wrongful or negligent acts of Licensee, its agents, contractors, or patrons. Repairs and replacements shall be made promptly and when necessary and shall be at least equal to the original work in quality and class. Licensee shall surrender the Dock Area in as good order, repair and condition as the same were in the commencement of the Term, damage by fire and items covered by extended coverage insurance, and reasonable wear and tear excepted.

11. **TAXES.** Licensee shall pay all taxes assessed against and levied upon Licensee's trade fixtures, and all other personal property of Licensee contained in the Dock Area or otherwise on the Premises.

12. **INSURANCE.** Licensee agrees at its sole cost and expense to obtain and keep in force throughout the Term of this Agreement in a form and with a company satisfactory to the Company the following policies of insurance:

(a) General Liability Insurance with a combined single limit of not less than \$5,000,000. Such general liability shall be either:

(i) Comprehensive form which has been endorsed to include premises/operations, products and completed operations, contractual, independent contractors, broad form property damage and personal injury; or

(ii) Commercial form which has a per location endorsement and is written on an occurrence basis.

(b) Comprehensive Automobile Liability Insurance providing coverage for owned, non-owned, hired and leased vehicles that enter on the premises of the Terminal or appurtenances thereto.

(i) Combined Single Limit for injury or damage in any one accident of \$5,000,000 for vehicles having a seating capacity of sixteen (16) passengers or more; and

(ii) Combined Single Limit for injury or damage in any one accident of \$1,500,000 for vehicles having a seating capacity of fifteen (15) passengers or less.

(c) Workers' Compensation insurance in statutorily required amounts covering its employees engaged in operations under this Agreement.

(d) Umbrella or excess liability Insurance in an amount not less than \$5,000,000 per occurrence, which will provide additional limits for commercial general and automobile liability insurance.

Licensee further agrees to name Company as an additional insured on the General and Comprehensive Automobile Liability policies; provided however, that such insurance shall contain provisions to the effect that the naming of the Company as an additional insured shall not affect any recovery to which Company would be entitled under the policy if it were not so named, and that the insurance is primary and shall be without contribution from any similar insurance effected by Company.

Upon execution of this Agreement, Certificates of Insurance verifying each of the above conditions and providing for 30 days prior written notice of any cancellation or reduced coverage shall be submitted to Company at the notice address specified herein. Any failure to provide the insurance coverage specified in this Section will constitute a default under the terms of this Agreement and permit the Company to immediately suspend Licensee's rights under this Agreement and, if such default is not cured within 10 days, to terminate this Agreement immediately upon written notice.

13. **INDEMNITY.** Except as otherwise agreed herein, Licensee agrees to indemnify and save Licensor harmless from any against and all claims, demands, costs and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from Licensee's wrongful act or negligence in or about the Premises or the Dock Area. In case of any action or proceeding brought against Licensor by reason of any such claim, upon notice from Licensor, Licensee covenants to defend such action or proceeding by counsel reasonably satisfactory to Licensor.

Licensee agrees to indemnify, save harmless and defend Licensor against and from any and all liability, damages, losses, claims, demands, suits and judgments of every kind and nature and from any and all costs and expenses, including attorney's fees resulting from:

(a) injury to or death of officers, agents, contractors, employees, guests, customers or passengers of Licensee, or of other persons who enter the Premises or Dock Area or appurtenances thereto for any purpose pertaining to Licensee's business, occurring on the Premises, Dock Area or appurtenances thereto, or by reason of any occurrence thereon, but not including injury or death occasioned solely by the gross negligence of Licensor or Licensor's contractor or their officers, employees or agents; and

(b) damage to or loss of any property to whomsoever belonging while it is on the Premises, Dock Area or appurtenances thereto in connection with Licensee's business; and

(c) injury to or death of persons whomever, or damage to or loss of property whatsoever, occasioned by the acts or omissions of Licensee, its officers, agents, guests, customers, passengers and employees, including Licensee's contractor while acting in the performance of services for Licensee, or by the transportation of persons or property by Licensee; and

(d) willful acts of Licensee, its officers, agents, contractors, guests, passengers or employees, including but not limited to assault, battery, false arrest, false imprisonment, malicious prosecution, slander or libel or invasion of privacy, arising out of or in any way connected with the services of Licensee.

In the event a claim is made or a suit is filed against the Licensor for which Licensee has responsibility hereunder, then Licensee shall be notified of the claim or suit and Licensee shall, at its sole cost and expense (including reasonable attorney's fees), investigate, settle and/or defend such claim or suit. Licensee shall not settle or otherwise compromise a claim or suit for which indemnity is asserted hereunder unless Licensee settles or compromises the claim or suit by obtaining a full and unconditional release of the Licensor. If Licensee shall refuse or fail to investigate, settle and/or defend such claim or suit, then Licensee shall be bound by any judgement against, or reasonable settlement made by, Licensor and upon demand, Licensee shall pay the amount of judgement or settlement and any and all costs and expenses, including reasonable attorneys' fees, incurred by Licensor in the investigation, settlement or defense of such claim or suit, as well as damages incurred by the Licensor as a result of Licensee's failure to fulfill its obligations under this Section.

#### 14. **DEFAULTS; REMEDIES.**

(a) Default by Licensee. The occurrence of any of the following events constitutes a default of this License by Licensee:

(i) The failure by Licensee to make any payment of the License Fee or any other payment required to be made by Licensee hereunder, as and when due, where the failure continues for a period of ten (10) days after any scheduled due date; or

(ii) The failure by Licensee to maintain required insurance coverages set forth in paragraph 12, above; or

(iii) The failure by Licensee to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by Licensee, other than those described in subsections (i) and (ii) above, where the failure continues for a period of thirty (30) days after Licensee receives notice thereof from Licensor; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

(b) Default by Licensor. Licensor shall not be in default unless Licensor fails to perform any covenants, terms, provisions, agreements or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Licensee to Licensor; provided that if the nature of Licensor's obligation is such that more than thirty (30) days are reasonably required for performance, then Licensor shall not be in default if Licensor commences performance within the thirty (30) day period and thereafter diligently completes performance.

15. **REMEDIES UPON DEFAULT.** If Licensee defaults under or breaches this License, Licensor shall have the right at any time thereafter, without limiting Licensor in the exercise of any right or remedy which Licensor may have by reason of the default or breach, to immediately terminate Licensee's right to possession of the Dock Area by sending a written notice, in which case this License shall immediately terminate and Licensee shall immediately surrender possession of the Dock Area to Licensor. Licensor shall be entitled to recover from Licensee all damages incurred by Licensor by reason of Licensee's default including, but not limited to (i) the cost of recovering possession of the Dock Area, and (ii) the License Fee for three (3) months yet to accrue under this License. If Licensor defaults in the performance of any of the obligations or conditions required to be performed by Licensor under this License, Licensee may, after giving notice as provided above, elect to terminate this License upon giving 30 days' notice to Licensor.

16. **WAIVER OF SUBROGATION.** Licensee and all parties claiming under or through it hereby mutually release and discharge Licensor and its officers, employees, agents and representatives from all claims, losses and liabilities arising from or caused by any hazard covered by the insurance required under this License on or in connection with the Dock Area or Premises, even if caused by the fault or negligence of Licensor. This release shall apply only to the extent that such claim, loss or liability is covered by the insurance required under this License.

17. **ENVIRONMENTAL MATTERS.** Licensee will comply with all environmental laws during the term of the License, but shall bear no liability whatsoever and shall not assume any liability for any existing conditions, environmental materials or Hazardous Materials in, on, or under the Dock Area or Premises as of the commencement date of this License. Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees) that Licensor may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials, or any other environmental laws and regulations directly and/or indirectly resulting from Licensee's activities on the Premises and/or Dock Area.

18. **HAZARDOUS MATERIALS.** The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

19. **MISCELLANEOUS.**

(a) **Compliance with Laws.** Licensee shall at all times fully comply with and faithfully carry out all laws, statutes, ordinances and mandates of all duly constituted authorities applicable to the use, maintenance or occupancy of the Dock Area or Premises by Licensee and the conduct of its business therein. Licensee shall at all times maintain in good standing and effect all necessary and proper business licenses and other licenses and permits relating to its business operation.

(b) **Relationship of Parties.** It is understood that the relationship between the Licensor and the Licensee hereunder shall be strictly limited to the performance of their respective obligations in accordance with the terms of this License. Nothing herein shall be construed to render the parties liable to third parties as joint venturers or partners, and neither party shall be authorized to act as a general agent for the other party or to permit either party to undertake any contract whatsoever for the other party.

(c) **Severability; Choice of Law.** The invalidity or unenforceability of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this License or any other provision hereof. THIS LICENSE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

(d) **Entire Agreement.** This License and any addenda and exhibits attached hereto or to be attached hereto, set forth all of the covenants, promises, agreements, and conditions between Licensor and Licensee concerning the Premises, the Dock Area and this License, and there are no covenants, promises, agreements or conditions, either oral or written, between them. This License may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

(e) **Waiver and Modification.** No waiver or modification of this License or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith, and the parties agree that the provisions of this section may not be waived except as herein set forth.

(f) **Notices.** Any notices provided for or required to be given in this License shall be deemed to have been given if personally delivered to the party entitled to receive the same, or if mailed by certified or registered mail, postage prepaid, the address of the party entitled to receive the said set forth hereinabove.

(g) **No Assignment.** Licensee shall not sell, assign, grant a security interest in, or transfer this License or underlet the Dock Area or any part thereof or permit the same to be occupied by anybody other than the Licensee or its employees, or representatives. Any assignment, notwithstanding Licensor's prior written consent, shall not release Licensee from any obligation under the terms of this License.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first above written.

Licensee:

EASTERN SIERRA TRANSIT AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Licensor:

GREYHOUND LINES, INC.  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

DOCK AREA

**EASTERN SIERRA TRANSIT AUTHORITY**

**Minutes of Friday, February 12, 2021 Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:02 a.m. on Friday, February 12, 2020, via Zoom. The following members were present: Jim Ellis, Bob Gardner, Karen Schwartz, Rhonda Duggan, Dan Totheroh, Kirk Stapp, Jeff Griffiths. Director Sauser joined the meeting at 11:04 a.m. Chairman Ellis led the Pledge of Allegiance.

Public Comment	A public comment was made regarding ESTA's mask policy.
Executive Directors Report	Mr. Moores reported on ESTA activities and performance.
Financial Report FY 2020/21	Ms. Bentley presented the 2020-21 financial report as of February 2, 2021.
2019/20 Audited Financial Report	Ms. Bentley presented the 2019-20 audited financial report for the Eastern Sierra Transit Authority.
Ridership Report	Mr. Moores presented the Ridership Report for the month of December, 2020.
ESTA Annual Report FY19-20	Mr. Moores presented the ESTA Annual Report for fiscal year 2019/20.
Strategic Business Plan Report	Mr. Moores presented the ESTA performance dashboard for the FY 2021-23 Strategic Business Plan.
Short-Range Transit and Coordinated Plans RFP	Mr. Moores presented Short-Range Transit and Coordinated Plans RFP.
Election of 2021 Board Vice-Chairperson	Moved by Director Gardner and seconded by Director Duggan to elect Director Sauser as the 2021 Board Vice-Chairperson.  Roll call vote taken. Motion carried 8-0 to elect Director Sauser as the 2021 Board Vice-Chairperson.
FY 2021-22 5304 Sustainable Transportation Planning Grants	Moved by Director Griffiths and seconded by Director Gardner, to approve Resolution 2021-01 authorizing the submittal of FY 2021-22 Sustainable Transportation Planning Grants in the combined amount of \$190,000 to fund Eastern Sierra Transit Authority's Fleet Electrification Feasibility Study. Also, to authorize the Executive Director to sign the application and if awarded, agreements and amendments. Roll call vote taken. Motion carried 8-0

<p>Reds Meadow USFS Permit</p>	<p>Moved by Director Sauser and seconded by Director Gardner to authorize the Eastern Sierra Transit Authority to enter into a Special Use Permit to be issued by the U.S. Forest Service for the operation of the Reds Meadow Shuttle service in 2021, and to authorize the Executive Director to execute all required documents for the Permit.</p> <p>Roll call vote taken. Motion carried 8-0</p>
<p>Federal Fiscal Year 2021 Certifications and Assurances</p>	<p>Moved by Director Griffiths and seconded by Director Gardner to authorize the Executive Director to sign the Federal Fiscal Year 2021 Certifications and Assurances binding ESTA's compliance with these certifications and assurances for Federal Transit Administration assistance programs.</p> <p>Roll call vote taken. Motion carried 8-0</p>
<p>Consent Agenda:  Approval of Regular Meeting Minutes of December 11, 2020.</p>	<p>Moved by Director Sauser and seconded by Director Kreitz to approve the Consent Agenda Consisting of:</p> <p>Approval of Meeting Minutes of December 11, 2020.</p> <p>Roll call vote taken. Motion carried 8-0.</p>
<p>Board Member Comments</p>	<p>Director Totheroh expressed support for all the ways the ESTA staff has worked to protect the public from the virus. Director Schwartz said the City of Bishop is recruiting for a Police Chief.</p> <p>Director Duggan said she is glad to be part of the ESTA Board.</p> <p>Director Ellis thanked Mr. Moores for making great decisions to close business during the recent storm.</p>
<p>Closed Session</p>	<p>Open Session was recessed at 12:10 p.m. to convene in closed session to consider:</p> <p style="padding-left: 40px;">CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation: It is the intention of the Board to meet in closed session concerning the following item: Significant Exposure to Litigation pursuant to government code 54956.6(b) one case</p>
<p>Report on Closed Session</p>	<p>Closed session was recessed at 1:10 p.m. There was nothing to report from the closed session.</p>

Adjournment	The Chairperson adjourned the meeting at 1:10 p.m.  The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for March 12, 2021 at 9:00 am. Check ESTA website for details on attending the meeting.
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Recorded & Prepared by:

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Linda Robinson  
Board Clerk  
Eastern Sierra Transit Authority

Minutes approved:



## STAFF REPORT

Subject: Authorization of Representatives for the California Joint Powers Insurance Authority

Initiated by: Karie Bentley, Administration Manager

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### **BACKGROUND:**

ESTA's insurer, the California Joint Powers Insurance Authority (CJPIA) requires an annual certification from its member agencies identifying the persons authorized to represent the agencies to CJPIA. These persons are authorized to vote on ESTA's behalf at the CJPIA Board of Director's Meeting.

### **ANALYSIS/DISCUSSION:**

Staff received correspondence from CJPIA requesting that a certification form identifying ESTA's authorized representatives be completed and approved. This certification is an annual requirement of all of the agencies insured through CJPIA. The CJPIA considers the Chairperson of the Board the Primary Voting Delegate. Historically, ESTA has identified the Executive Director, and the Administration Manager as alternates. Annually, ESTA endeavors to send a representative to the CJPIA Board of Director's Meeting in La Palma, CA to help insure they have a quorum to vote at their business meeting. Typically, the Executive Director or Administration Manager attend this meeting.

The Town of Mammoth Lakes and the City of Bishop are also members of the CJPIA. On some occasions, an ESTA Board Member is in attendance at the CJPIA Board Meeting on behalf of their City. On these occasions, if the Board Member was authorized to also represent ESTA, it would be possible for that person to vote on behalf of their City and ESTA. This would be of great efficiency.

### **RECOMMENDATION:**

Direct that the following individuals and/or positions be authorized to represent ESTA to CJPIA and that a Minute Order from the March 12, 2021 Board Meeting document the authorization.

Jim Ellis	ESTA Chairperson
Karen Schwartz	ESTA Board Member
Kirk Stapp	ESTA Board Member
Bill Sauser	ESTA Board Member
Phil Moores	Executive Director
Karie Bentley	Administration Manager