



ESTA BOARD AGENDA

Regular Meeting

Friday, October 11, 2019 at 11:00am
Town of Mammoth Lakes Council Chambers
2520 Main St., Ste. Z, Mammoth Lakes, CA
The Agenda is available at www.estransit.com

Chairperson: Jeff Griffiths

Vice-Chairperson: Bob Gardner

Board Members:

Cleland Hoff (Mammoth Lakes)
Karen Schwartz (Bishop)
Jim Ellis (Bishop)
Dan Tothoroh (Inyo County)

Jeff Griffiths (Inyo County)
Jennifer Kreitz (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 – Preliminary 2018-19 Annual
- A-3 Financial Report – FY 2019-20
- A-4 Information on Cash Flow Analysis (Information/Possible Action)
- A-5 Operations Report
 - Including a report on ridership for the Bishop Creek Shuttle

B. Action Agenda

- B-1 Approve Purchase of one Trolley with 5339(b) funds with 15% match provided by the Town of Mammoth Lakes (may not be ready for August, but just in case)
- B-2 Adopt an OPEB Trust
- B-3 Bi-Annual Service Review

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 August 9, 2019
- C-2 LeFever Marketing Contract Renewal

D. Board Member Comments

E. Adjournment

The next scheduled regular meeting will be November 8, 2019, City of Bishop Council Chambers 301 West Line St., Bishop, CA at 9:00 am.

STAFF REPORT

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

Safety:

The Safety Committee met September 11th. The committee is comprised of both administrative and driver staff. We reviewed ongoing and completed tasks. No new employee injuries were reported.

Maintenance:

Discussions with the TOML have progressed considerably. The Town has offered an additional mechanic dedicated to ESTA's fleet and is actively recruiting for the position. Plans for two mechanics to inhabit the ESTA facility are underway. The initial focus of the new bays will be tires and inspections. Along with this good news, are some compromises. Mammoth Parks and Rec are given an additional bay to accommodate the growth they have experienced over the years. Also, ESTA must resolve the challenge of de-icing wheel wells and chaining buses with reduced space inside the garage. The contract between ESTA and the Town is being reworked to include all these changes. The new contract will be presented to the Town Council and ESTA Board for comment and approval.

The Lakes Basin bike trailers presented significant challenges this summer. Seven accidents involving damaged and missing bicycles were reported this summer. Investigation showed:

1. Five different drivers were involved in the seven incidents, pointing toward something other than driver behavior.
2. Fat tire bikes do not fit securely in the trailer, but are widely used and rented across the street from the loading zone. They can be squeezed into the rack, but it is not a secure situation.
3. There were several broken rack parts that needed repair. The springs and lock arms were not functioning properly and bikes were bouncing out. Once this was discovered, the broken racks were taped off and parts were ordered. This action was taken in late July, but did not stop the incidents.

The trailers are owned by the Town and I will work with them to resolve the issue before service begins again in the spring.

Mammoth successfully passed a CHP inspection on the fleet, drug and alcohol program, and driver records on September 24th. Joe Warta led the effort that resulted in the Satisfactory rating, which is the highest rating given by the CHP.

Administration:

Staffing Report

Open Positions:

1. Full Time Dispatcher
2. Part Time Dispatcher
3. Two Utility positions
4. Driver

This is a significant shortage for a small staff. Interviews are ongoing as we gear up for winter operations.

Charter Report

The Mono ATV, Alabama Hills, Daytripper Devils Postpile, and Gran Fondo Charters were successfully delivered since our last meeting. Upcoming charters include The June Lake Loop supported by the Chamber of Commerce. It is estimated that ESTA receives over 40 charter requests per year.

Funding Report

The 5304 Planning, 5310 Senior and Disabled Mobility, 5311 Rural Transit and Intercity Bus, 5339(a) and (b) Bus and Facilities grants are all being written and submitted regularly.

Training:

I am attending the CJPIA conference in Indian Wells. Karie and Joe will be attending the CalACT conference this month. New drivers are being trained also.

Planning:

We phone conferenced with the FTA and Caltrans on September 24th to discuss the Bishop Administrative Facility project. The NEPA process and the preliminary engineering RFP are the next steps.

STAFF REPORT

Subject: Financial Report – Preliminary FY 2018/19

Presented by: Karie Bentley, Administration Manager

The year-to-date roll-up for the 2018/19 fiscal year as of October 4, 2019 are included on the following pages. Additional revenue is expected as follows:

Federal Grants (5310, 5311f): \$129,850

State Other (SGR): \$11,536

Fuel expense per gallon is 21% below the budgeted amount for the year.

Actual year to date expense for facilities, which includes the utilities, is over budget due to 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.

ESTA Operating Expenses FY 18-19			
% of fiscal year →			100.0%
Category	Budget	Actual Year to Date	% of Budget
Total Revenue	5,237,282	4,995,205	95.4%
EXPENSES			
Total Salaries	2,003,628	1,942,097	96.9%
Total Benefits	792,182	603,751	76.2%
Total Insurance	339,976	305,656	89.9%
Total Maintenance	610,480	568,564	93.1%
Facilities	246,694	256,755	104.1%
Total Services	211,400	189,201	89.5%
Fuel	632,752	475,648	75.2%
Other	223,050	103,092	46.2%
Total Expenses	5,060,162	4,444,765	87.8%

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

Ledger: GL

As of 6/30/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,279,564.00	1,276,239.00	0.00	3,325.00	99.74
4065	STATE TRANSIT ASST	397,932.00	397,725.00	0.00	207.00	99.94
4301	INTEREST FROM TREASURY	24,000.00	70,849.13	0.00	(46,849.13)	295.20
4498	STATE GRANTS	57,985.00	39,744.00	0.00	18,241.00	68.54
4499	STATE OTHER	71,626.00	57,681.73	0.00	13,944.27	80.53
4555	FEDERAL GRANTS	453,001.00	275,138.90	0.00	177,862.10	60.73
4599	OTHER AGENCIES	878,855.00	831,765.90	0.00	47,089.10	94.64
4747	INSURANCE PAYMENTS	0.00	34,561.44	0.00	(34,561.44)	0.00
4819	SERVICES & FEES	2,069,319.00	1,992,456.81	0.00	76,862.19	96.28
4959	MISCELLANEOUS REVENUE	5,000.00	19,042.75	0.00	(14,042.75)	380.85
	Revenue Total:	<u>5,237,282.00</u>	<u>4,995,204.66</u>	<u>0.00</u>	<u>242,077.34</u>	<u>95.37</u>
Expenditure						
5001	SALARIED EMPLOYEES	1,525,159.00	1,318,715.73	0.00	206,443.27	86.46
5003	OVERTIME	69,218.00	116,390.71	0.00	(47,172.71)	168.15
5005	HOLIDAY OVERTIME	131,197.00	101,051.02	0.00	30,145.98	77.02
5012	PART TIME EMPLOYEES	278,054.00	405,939.45	0.00	(127,885.45)	145.99
5021	RETIREMENT & SOCIAL SECURITY	47,606.00	40,178.19	0.00	7,427.81	84.39
5022	PERS RETIREMENT	225,009.00	182,356.16	0.00	42,652.84	81.04
5031	MEDICAL INSURANCE	326,565.00	228,409.88	0.00	98,155.12	69.94
5043	OTHER BENEFITS	38,493.00	35,515.71	0.00	2,977.29	92.26
5045	COMPENSATED ABSENCE EXPENSE	143,459.00	112,200.10	0.00	31,258.90	78.21
5047	EMPLOYEE INCENTIVES	11,050.00	5,090.61	0.00	5,959.39	46.06
5111	CLOTHING	4,600.00	2,426.36	0.00	2,173.64	52.74
5152	WORKERS COMPENSATION	124,786.00	99,935.00	0.00	24,851.00	80.08
5154	UNEMPLOYMENT INSURANCE	45,000.00	44,891.97	0.00	108.03	99.75
5158	INSURANCE PREMIUM	170,190.00	160,829.00	0.00	9,361.00	94.49
5171	MAINTENANCE OF EQUIPMENT	581,980.00	545,985.73	0.00	35,994.27	93.81
5173	MAINTENANCE OF EQUIPMENT-	18,500.00	20,739.36	0.00	(2,239.36)	112.10
5191	MAINTENANCE OF STRUCTURES	10,000.00	1,839.01	0.00	8,160.99	18.39
5211	MEMBERSHIPS	2,300.00	1,014.00	0.00	1,286.00	44.08
5232	OFFICE & OTHER EQUIP < \$5,000	14,500.00	3,525.79	0.00	10,974.21	24.31
5238	OFFICE SUPPLIES	7,600.00	8,646.35	0.00	(1,046.35)	113.76
5253	ACCOUNTING & AUDITING SERVICE	48,500.00	43,490.00	0.00	5,010.00	89.67
5260	HEALTH - EMPLOYEE PHYSICALS	6,200.00	7,462.25	0.00	(1,262.25)	120.35
5263	ADVERTISING	51,200.00	36,919.32	0.00	14,280.68	72.10
5265	PROFESSIONAL & SPECIAL SERVICE	105,500.00	101,329.73	0.02	4,170.25	96.04
5291	OFFICE, SPACE & SITE RENTAL	194,694.00	186,654.88	0.00	8,039.12	95.87
5311	GENERAL OPERATING EXPENSE	51,830.00	46,643.88	0.00	5,186.12	89.99
5331	TRAVEL EXPENSE	5,000.00	5,392.27	0.00	(392.27)	107.84
5332	MILEAGE REIMBURSEMENT	26,220.00	25,945.40	0.00	274.60	98.95
5351	UTILITIES	52,000.00	70,100.53	0.00	(18,100.53)	134.80
5352	FUEL & OIL	632,752.00	475,648.13	0.00	157,103.87	75.17
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
	Expenditure Total:	<u>5,060,162.00</u>	<u>4,444,764.52</u>	<u>0.02</u>	<u>615,397.46</u>	<u>87.83</u>
NET OPERATING		<u>177,120.00</u>	<u>550,440.14</u>	<u>(0.02)</u>	<u>(373,320.12)</u>	

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

Ledger: GL

As of 6/30/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
CAPITAL ACCOUNT						
Revenue						
4066	PTMISEA	303,936.00	15,976.40	0.00	287,959.60	5.25
4067	STATE TRANSIT ASST-CAPITAL	0.00	12,843.86	0.00	(12,843.86)	0.00
4495	STATE GRANTS - CAPITAL	54,766.00	51,080.49	0.00	3,685.51	93.27
	Revenue Total:	<u>358,702.00</u>	<u>79,900.75</u>	<u>0.00</u>	<u>278,801.25</u>	<u>22.27</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	120,000.00	0.00	0.00	120,000.00	0.00
5650	EQUIPMENT	74,766.00	57,719.93	0.00	17,046.07	77.20
5655	VEHICLES	183,936.00	192,752.15	0.00	(8,816.15)	104.79
	Expenditure Total:	<u>378,702.00</u>	<u>250,472.08</u>	<u>0.00</u>	<u>128,229.92</u>	<u>66.13</u>
NET CAPITAL ACCOUNT		<u>(20,000.00)</u>	<u>(170,571.33)</u>	<u>0.00</u>	<u>150,571.33</u>	
TRANSFERS						
Revenue						
4998	OPERATING TRANSFERS IN	0.00	180,069.33	0.00	(180,069.33)	0.00
	Revenue Total:	<u>0.00</u>	<u>180,069.33</u>	<u>0.00</u>	<u>(180,069.33)</u>	<u>0.00</u>
Expenditure						
5798	CAPITAL REPLACEMENT	170,520.00	0.00	0.00	170,520.00	0.00
5801	OPERATING TRANSFERS OUT	0.00	180,069.33	0.00	(180,069.33)	0.00
	Expenditure Total:	<u>170,520.00</u>	<u>180,069.33</u>	<u>0.00</u>	<u>(9,549.33)</u>	<u>105.60</u>
NET TRANSFERS		<u>0.00</u>	<u>180,069.33</u>	<u>0.00</u>	<u>(180,069.33)</u>	
153299 Total:		<u>(13,400.00)</u>	<u>379,868.81</u>	<u>(0.02)</u>	<u>(393,268.79)</u>	

STAFF REPORT

Subject: Financial Report – FY 2019/20
 Initiated by: Karie Bentley, Administration Manger

The year-to-date roll-up and fund balance reports for the 2019/20 fiscal year are include on the following pages. Reports are as of October 4, 2019.

The reports reflect typical revenues and expenses early in the fiscal year where limited revenues have been received. The majority of the insurance expense for the year is paid in a lump sum at the beginning of the year and is reflected in the high year-to-date percentage for that line item.

Fuel cost per gallon has been running at about 22% below budget, however, the low actual expense on the financial report for fuel and maintenance is primarily a result of not yet being in receipt of billings from the Town of Mammoth Lakes for the month of September.

The table below summarizes the year-to-date revenue and the expenses by major expense category.

ESTA Operating Expenses FY 19-20			
% of fiscal year →			26.3%
Category	Budget	Actual Year to Date	% of Budget
Total Revenue	5,408,210	1,016,726	18.8%
EXPENSES			
Total Salaries	2,088,694	517,607	24.8%
Total Benefits	770,029	145,526	18.9%
Total Insurance	323,760	279,663	86.4%
Total Maintenance	644,789	141,763	22.0%
Facilities	257,274	57,770	22.5%
Total Services	213,874	45,027	21.1%
Fuel	632,751	109,027	17.2%
Other	339,168	17,403	5.1%
Total Expenses	5,270,339	1,313,786	24.9%

COUNTY OF INYO

Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 10/4/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		0.00	0.00	0.00	0.00	
CAPITAL ACCOUNT						
Revenue						
Expenditure						
NET CAPITAL ACCOUNT		0.00	0.00	0.00	0.00	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,272,738.00	149,886.84	0.00	1,122,851.16	11.77
4065	STATE TRANSIT ASST	503,314.00	0.00	0.00	503,314.00	0.00
4301	INTEREST FROM TREASURY	24,000.00	0.00	0.00	24,000.00	0.00
4498	STATE GRANTS	35,355.00	35,355.00	0.00	0.00	100.00
4499	STATE OTHER	70,940.00	7,453.21	0.00	63,486.79	10.50
4555	FEDERAL GRANTS	515,601.00	0.00	0.00	515,601.00	0.00
4599	OTHER AGENCIES	921,794.00	238,827.82	0.00	682,966.18	25.90
4819	SERVICES & FEES	2,052,468.00	585,103.24	0.00	1,467,364.76	28.50
4959	MISCELLANEOUS REVENUE	12,000.00	100.00	0.00	11,900.00	0.83
Revenue Total:		5,408,210.00	1,016,726.11	0.00	4,391,483.89	18.79
Expenditure						
5001	SALARIED EMPLOYEES	1,510,603.00	337,117.94	0.00	1,173,485.06	22.31
5003	OVERTIME	75,106.00	24,070.91	0.00	51,035.09	32.04
5005	HOLIDAY OVERTIME	124,696.00	20,659.64	0.00	104,036.36	16.56
5012	PART TIME EMPLOYEES	378,289.00	135,758.44	0.00	242,530.56	35.88
5021	RETIREMENT & SOCIAL SECURITY	51,858.00	10,649.61	0.00	41,208.39	20.53
5022	PERS RETIREMENT	221,020.00	51,183.85	0.00	169,836.15	23.15
5031	MEDICAL INSURANCE	306,000.00	41,287.00	0.00	264,713.00	13.49
5043	OTHER BENEFITS	39,398.00	6,340.47	0.00	33,057.53	16.09
5045	COMPENSATED ABSENCE EXPENSE	146,000.00	35,436.13	0.00	110,563.87	24.27
5047	EMPLOYEE INCENTIVES	5,753.00	628.66	0.00	5,124.34	10.92
5111	CLOTHING	10,600.00	139.00	0.00	10,461.00	1.31
5152	WORKERS COMPENSATION	102,180.00	101,122.00	0.00	1,058.00	98.96
5154	UNEMPLOYMENT INSURANCE	43,000.00	0.00	0.00	43,000.00	0.00
5158	INSURANCE PREMIUM	178,580.00	178,541.00	0.00	39.00	99.97
5171	MAINTENANCE OF EQUIPMENT	613,789.00	140,703.84	0.00	473,085.16	22.92
5173	MAINTENANCE OF EQUIPMENT-	19,500.00	1,058.92	0.00	18,441.08	5.43
5191	MAINTENANCE OF STRUCTURES	11,500.00	0.00	0.00	11,500.00	0.00
5211	MEMBERSHIPS	2,300.00	150.00	0.00	2,150.00	6.52
5231	COURT PRINTING COSTS	1,410.00	0.00	0.00	1,410.00	0.00
5232	OFFICE & OTHER EQUIP < \$5,000	15,500.00	160.04	0.00	15,339.96	1.03
5238	OFFICE SUPPLIES	8,000.00	1,688.72	0.00	6,311.28	21.10
5253	ACCOUNTING & AUDITING SERVICE	49,750.00	4,725.00	0.00	45,025.00	9.49
5260	HEALTH - EMPLOYEE PHYSICALS	5,890.00	289.00	0.00	5,601.00	4.90
5263	ADVERTISING	53,700.00	7,309.70	0.00	46,390.30	13.61
5265	PROFESSIONAL & SPECIAL SERVICE	104,534.00	32,703.76	0.02	71,830.22	31.28
5291	OFFICE, SPACE & SITE RENTAL	194,648.00	55,778.00	0.00	138,870.00	28.65

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

Ledger: GL

As of 10/4/2019

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	60,440.00	10,782.01	0.00	49,657.99	17.83
5326	LATE FEES & FINANCE CHARGES	0.00	1.75	0.00	(1.75)	0.00
5331	TRAVEL EXPENSE	9,600.00	1,991.98	0.00	7,608.02	20.74
5332	MILEAGE REIMBURSEMENT	32,468.00	2,189.48	0.00	30,278.52	6.74
5351	UTILITIES	62,626.00	2,292.10	0.00	60,333.90	3.65
5352	FUEL & OIL	632,751.00	109,027.21	0.00	523,723.79	17.23
5539	OTHER AGENCY CONTRIBUTIONS	60,000.00	0.00	0.00	60,000.00	0.00
5901	CONTINGENCIES	138,850.00	0.00	0.00	138,850.00	0.00
	Expenditure Total:	<u>5,270,339.00</u>	<u>1,313,786.16</u>	<u>0.02</u>	<u>3,956,552.82</u>	<u>24.92</u>
NET OPERATING		<u>137,871.00</u>	<u>(297,060.05)</u>	<u>(0.02)</u>	<u>434,931.07</u>	
CAPITAL ACCOUNT						
Revenue						
4066	PTMISEA	278,742.00	0.00	0.00	278,742.00	0.00
4067	STATE TRANSIT ASST-CAPITAL	160,952.00	0.00	0.00	160,952.00	0.00
4495	STATE GRANTS - CAPITAL	61,568.00	61,568.00	0.00	0.00	100.00
4557	FEDERAL GRANTS - CAPITAL	705,957.00	0.00	0.00	705,957.00	0.00
	Revenue Total:	<u>1,207,219.00</u>	<u>61,568.00</u>	<u>0.00</u>	<u>1,145,651.00</u>	<u>5.09</u>
Expenditure						
5640	STRUCTURES & IMPROVEMENTS	707,071.00	0.00	0.00	707,071.00	0.00
5650	EQUIPMENT	101,568.00	0.00	0.00	101,568.00	0.00
5655	VEHICLES	432,672.00	0.00	0.00	432,672.00	0.00
	Expenditure Total:	<u>1,241,311.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,241,311.00</u>	<u>0.00</u>
NET CAPITAL ACCOUNT		<u>(34,092.00)</u>	<u>61,568.00</u>	<u>0.00</u>	<u>(95,660.00)</u>	
TRANSFERS						
Revenue						
Expenditure						
5798	CAPITAL REPLACEMENT	158,990.00	0.00	0.00	158,990.00	0.00
	Expenditure Total:	<u>158,990.00</u>	<u>0.00</u>	<u>0.00</u>	<u>158,990.00</u>	<u>0.00</u>
NET TRANSFERS		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
153299 Total:		<u>(55,211.00)</u>	<u>(235,492.05)</u>	<u>(0.02)</u>	<u>180,281.07</u>	

COUNTY OF INYO
UNDESIGNATED FUND BALANCES

AS OF 06/30/2020

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	2,460,550	(76,882)	81,600		21,877			2,443,391		2,443,391
1533 ESTA ACCUMULATED	1,209,387							1,209,387		1,209,387
1534 ESTA GENERAL RESERVE	521,286							521,286		521,286
1535 ESTA BUDGET STAB	208,512							208,512		208,512
1536 REDS MEADOW ROAD	57,533							57,533		57,533
6813 JARC-LONE PINE/BISHOP	15,962					45,000		(29,038)		(29,038)
6814 JARC-MAMMOTH EXPRESS	18,921							18,921		18,921
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	5,608				36	16,100		(10,528)		(10,528)
6821 BISHOP YARD-ESTA	10,691					15,500		(4,809)		(4,809)
6822 LCTOP-ELECTRIC VEHICLE	90,116							90,116		90,116
6824 ESTA-LCTOP	28,476					5,000		23,476		23,476
ESTA Totals	4,632,247	(76,882)	81,600		21,913	81,600		4,533,452		4,533,452
Grand Totals	4,632,247	(76,882)	81,600		21,913	81,600		4,533,452		4,533,452

STAFF REPORT

Subject: Cash Flow Analysis – Information/Possible Action
Presented by: Karie Bentley, Administration Manager

BACKGROUND

Information was requested about analyzing ESTA's cash flow and fund balance to determine how much cash is available to spend on capital expenditures.

This request arose due to a shortage of funding for the new Bishop Administration Building. Although additional grants will be applied for, if funding isn't granted, another means of paying for the building will need to be found. Possibilities include getting a loan or spending a portion of our fund balance. An analysis is needed to determine how much, if any of our fund balance is available to spend in this way without affecting ongoing operations. Much of ESTA's funding is on a reimbursement basis or otherwise lags in relation to our annual expenses.

ANALYSIS

CliftonLarsonAllen (CLA), the firm selected to preform our independent audit was contacted. CLA recommended a cash flow analysis using a two-year base to project how much fund balance was available to spend without significantly impacting operations. ESTA's current year general ledger detail and estimated building project costs would also be needed.

ESTA intends to pursue additional grant funding for another 1-2 years. Because fund balances and cash flow are likely to change over that period, and building estimates are very preliminary, CLA recommends the analysis be done closer to the time funds would be needed.

FINANCIAL CONSIDERATIONS

CLA estimates the fee for the analysis would be in the range of \$1,000 to \$1,500.

RECOMMENDATION

It is recommended that the Board receives this as an information item and that the cash flow analysis be considered closer to the time funds are needed and more accurate building expenses are known. Alternately staff could be directed to have the cash flow analysis done now.

STAFF REPORT

Subject: Operations Report July & August
Presented by: Karie Bentley, Administration Manager

Executive Summary

Bishop Creek Shuttle

With ridership relatively flat compared to last year, the Bishop Creek Shuttle (BCS) had a strong showing this year. If access to the trails and lakes was not inhibited in June by the big snow, ridership would have most certainly seen another growth year. In fact, some recreationists moved their plans from June to September and were disappointed the BCS stopped after Labor Day. For this reason, a 2020 BCS shuttle should be operated including the possibility of adding service through September.

Year	Operating Dates	Ridership
2017	June 17-October 15 *Weekends only 9/5-10/15	406
2018	June 16-September 3	657
2019	June 15-September 2	653

July:

Ridership remained relatively flat compared to July 2018. Passengers per service hour was slightly up at 23.3 PSH. One accident, Bishop Dial-a-Ride wait times, road calls, and customer comments met the monthly goals. We missed around 6 trips in July due mostly to driver shortages.

August:

Ridership increased 18.6% in August 2019 compared to last year. Passengers per service hour increased to 18.4% to 20.8 PSH. Accidents (zero!), road calls, and customer comments met the monthly goals. Bishop Dial-a-Ride wait times did not meet the goal of keeping the number of trips 5% below a 30-minute wait time. We missed around 10 trips in August due mostly to driver shortages.

	Jul-19	Jun-19	Percent Change	Jul-18	Percent Change
PASSENGERS					
Adult	115,453	32,482	255.4%	115,448	0.0%
Senior	2,147	1,790	19.9%	2,250	-4.6%
Disabled	940	767	22.6%	799	17.6%
Wheelchair	280	306	-8.5%	375	-25.3%
Child	28,283	4,986	467.2%	29,499	-4.1%
Child under 5	1,335	410	225.6%	1,303	2.5%
Total Passengers	148,438	40,741	264.3%	149,674	-0.8%
FARES	\$287,481.50	\$43,111.70	566.8%	\$295,570.45	-2.7%
SERVICE MILES	99,376	60,988	62.9%	102,792	-3.3%
SERVICE HOURS	6,363	3,665	73.6%	6,761	-5.9%
Passengers per Hour	23.33	11.12	109.9%	22.14	5.4%

RIDERSHIP COMPARISON				
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Jul-19	Jul-18	Variance	% Change
Mammoth Express	600	479	121	25.3%
Lone Pine Express	440	371	69	18.6%
Lone Pine DAR	371	318	53	16.7%
Tecopa	8	16	-8	-50.0%
Walker DAR	114	125	-11	-8.8%
Bridgeport to G'Ville	17	17	0	0.0%
Benton to Bishop	27	37	-10	-27.0%
Bishop DAR	3,489	3,838	-349	-9.1%
Nite Rider	294	260	34	13.1%
Mammoth FR	69,639	71,030	-1,391	-2.0%
Mammoth DAR	451	253	198	78.3%
Reno	1,068	1,043	25	2.4%
Lancaster	754	846	-92	-10.9%
Reds Meadow	70,966	70,781	185	0.3%
Bishop Creek	200	202	-2	-1.0%
Specials	0	30	-30	-100.0%
TOTALS	148,438	149,674	-1,236	-0.8%

PASSENGERS PER SERVICE HOUR				
REPORT MONTH - THIS YEAR/LAST YEAR				PAX MILES/
Route	Jul-19	Jul-18	% Change	SVC HOUR
Mammoth Express	7.30	6.08	20.2%	
Lone Pine Express	4.09	3.51	16.6%	
Lone Pine DAR	2.41	2.16	11.4%	
Tecopa	0.86	0.73	18.0%	
Walker DAR	0.66	0.77	-14.1%	
Bridgeport to G'Ville	0.93	0.85	8.9%	
Benton to Bishop	1.59	2.16	-26.1%	
Bishop DAR	4.01	4.09	-1.9%	
Nite Rider	4.90	3.94	24.4%	
Mammoth FR	29.22	29.00	0.8%	
Mammoth DAR	2.29	1.47	55.9%	
Reno	3.68	3.65	0.7%	421.04
Lancaster	3.24	3.84	-15.7%	319.58
Reds Meadow	42.72	39.14	9.1%	
Bishop Creek	1.86	1.89	-1.8%	
Specials	#DIV/0!	4.52	#DIV/0!	
Total	23.33	22.14	5.4%	

October 11, 2019
Agenda Item A-5

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
Jul-19																	
Mammoth Express	\$3,214.00	504	58	8	2	17	11	600	97	82	3,845	3,790	5.36	.85	7.30	46.8	0.16
Lone Pine Express	\$2,541.25	290	110	22	11	7	0	440	128	108	5,186	4,871	5.78	.52	4.09	48.2	0.09
Lone Pine DAR	\$1,010.60	30	221	90	19	9	2	371	161	154	1,494	1,482	2.72	.68	2.41	9.7	0.25
Tecopa	\$40.00	0	8	0	0	0	0	8	9	9	308	308	5.00	.13	.86	33.3	0.03
Walker DAR	\$372.70	12	0	102	0	0	0	114	184	173	894	767	3.27	.49	.66	5.2	0.15
Bridgeport to G'Vill	\$146.50	3	0	14	0	0	0	17	24	18	694	495	8.62	.30	.93	38.0	0.03
Benton to Bishop	\$178.00	2	20	4	1	0	0	27	33	17	1,430	762	6.59	.23	1.59	84.4	0.04
Specials	\$0.00	0	0	0	0	0	0	0	0	0	0	0	N/A	N/A			
Bishop DAR	\$7,770.80	1,298	1,391	433	223	22	122	3,489	962	870	9,658	8,906	2.23	.87	4.01	11.1	0.39
Nite Rider	\$1,121.40	177	25	55	16	7	14	294	60	60	793	772	3.81	1.45	4.90	13.2	0.38
Mammoth FR	\$0.00	56,645	0	138	0	12,856	0	69,639	2,465	2,383	30,551	29,572	N/A	N/A	29.22	12.8	2.35
Mammoth DAR	\$447.60	136	9	0	3	47	256	451	197	197	616	528	.99	.85	2.29	3.1	0.85
Reno	\$26,140.90	834	163	56	5	7	3	1,068	318	291	12,620	12,150	24.48	2.15	3.68	43.4	0.09
Lancaster	\$11,737.75	587	109	18	0	27	13	754	255	233	11,107	10,970	15.57	1.07	3.24	47.7	0.07
Reds Meadow	\$231,845.00	54,769	0	0	0	15,283	914	70,966	1,863	1,661	22,913	20,612					
Bishop Creek	\$915.00	166	33	0	0	1	0	200	120	108	3,528	3,391	4.58	.27	1.86	32.8	0.06
Total	\$287,481.50	115,453	2,147	940	280	28,283	1,335	148,438	6,877	6,363	105,637	99,376	194	2.89	23.33	16.6	1.49
Jul-18																	
Mammoth Express	\$2,850.90	367	52	16	3	28	13	479	93	79	3,716	3,626	5.95	.79	6.08	47.1	0.13
Lone Pine Express	\$2,049.75	227	71	40	14	13	6	371	124	106	4,753	4,607	5.52	.44	3.51	44.9	0.08
Lone Pine DAR	\$806.00	16	195	86	14	7	0	318	154	147	1,328	1,328	2.53	.61	2.16	9.0	0.24
Tecopa	\$81.00	2	12	2	0	0	0	16	22	22	520	520	5.06	.16	.73	23.8	0.03
Walker DAR	\$362.60	8	46	71	0	0	0	125	172	163	1,569	1,387	2.90	.26	.77	9.6	0.09
Bridgeport to G'Vill	\$147.50	3	14	0	0	0	0	17	25	20	751	428	8.68	.34	.85	37.8	0.04
Benton to Bishop	\$200.25	1	23	12	0	1	0	37	34	17	1,372	701	5.41	.29	2.16	80.0	0.05
Specials	\$0.00	30	0	0	0	0	0	30	7	7	93	88	N/A	N/A			
Bishop DAR	\$8,519.60	1,419	1,502	419	319	33	146	3,838	1,011	939	10,334	9,533	2.22	.89	4.09	11.0	0.40
Nite Rider	\$975.60	168	32	25	18	1	16	260	70	66	823	823	3.75	1.19	3.94	12.5	0.32
Mammoth FR	\$0.00	57,308	0	52	0	13,670	0	71,030	2,534	2,449	32,520	31,308	N/A	N/A	29.00	13.3	2.27
Mammoth DAR	\$403.60	105	12	4	3	8	121	253	173	172	423	342	1.60	1.18	1.47	2.5	0.74
Reno	\$29,610.50	823	158	38	3	14	7	1,043	307	286	12,249	11,906	28.39	2.49	3.65	42.9	0.09
Lancaster	\$13,231.75	649	133	33	1	21	9	846	251	220	10,938	10,574	15.64	1.25	3.84	49.7	0.08
Reds Meadow	\$236,302.40	54,146	0	0	0	15,650	985	70,781	1,902	1,808	25,005	21,991	3.34	10.75	39.14	13.8	3.22
Bishop Creek	\$852.50	139	55	4	0	2	2	202	116	107	3,449	3,311	4.22	.26	1.89	32.3	0.06
Total	\$295,570.45	115,448	2,250	799	375	29,499	1,303	149,674	7,154	6,761	110,380	102,792	197	2.88	22.14	16.3	1.46

VARIANCE BY ROUTE (RAW NUMBERS) – July 2019 to July 2018																	
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILE S	SVC MILE S	AVG FARE	REV/S VC MILE	PAX / SVC HR	MT / SVC HR	PAX / SVC MI
Mammoth Express	\$363.10	137	6	-8	-1	-11	-2	121	4	3	129	164	-0.60	0.06	123	-0.34	0.03
Lone Pine Express	\$491.50	63	39	-18	-3	-6	-6	69	4	2	433	264	0.25	0.08	0.58	3.29	0.01
Lone Pine DAR	\$204.60	14	26	4	5	2	2	53	7	7	166	154	0.19	0.07	0.25	0.67	0.01
Tecopa	-\$41.00	-2	-4	-2	0	0	0	-8	-13	-13	-212	-212	-0.06	-0.03	0.13	9.48	0.00
Walker DAR	\$10.10	4	-46	31	0	0	0	-11	13	10	-675	-620	0.37	0.22	-0.11	-4.46	0.06
Bridgeport to G'Ville	-\$1.00	0	-14	14	0	0	0	0	-2	-2	-57	67	-0.06	-0.05	0.08	0.26	-0.01
Benton to Bishop	-\$22.25	1	-3	-8	1	-1	0	-10	-1	0	58	61	1.18	-0.05	-0.56	4.45	-0.02
Bishop DAR	-\$748.80	-121	-111	14	-96	-11	-24	-349	-49	-69	-676	-627	0.01	-0.02	-0.08	0.09	-0.01
Nite Rider	\$145.80	9	-7	30	-2	6	-2	34	-10	-6	-30	-51	0.06	0.27	0.96	0.75	0.06
Mammoth FR	\$0.00	-663	0	86	0	-814	0	-1391	-69	-66	-1969	-1736	N/A	N/A	0.22	-0.46	0.09
Mammoth DAR	\$44.00	31	-3	-4	0	39	135	198	25	25	193	186	-0.60	-0.33	0.82	0.67	0.11
Reno	-\$3,469.60	11	5	18	2	-7	-4	25	11	5	371	244	-3.91	-0.34	0.02	0.55	0.00
Lancaster	-\$1,494.00	-62	-24	-15	-1	6	4	-92	5	12	169	396	-0.07	-0.18	-0.60	-1.94	-0.01
Reds Meadow	-\$4,457.40	623	0	0	0	-367	-71	185	-39	-147	-2092	-1379					
Bishop Creek	\$62.50	27	-22	-4	0	-1	-2	-2	4	1	79	80	0.35	0.01	-0.03	0.48	0.00

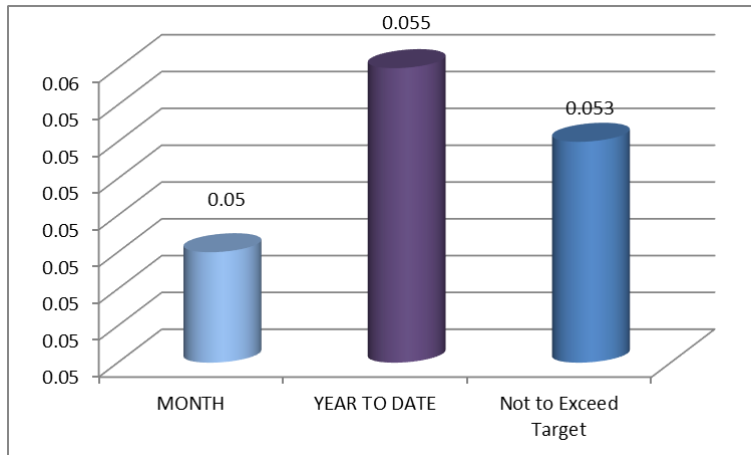
VARIANCE BY ROUTE (PERCENTAGE) – July 2019 to July 2018																	
Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd Mi	SVC MILE	AVG FARE	VC MILE	SVC HR	SVC HR	SVC MI
Mammoth Express	13%	37%	12%	-50%	-33%	-39%	-15%	25%	4%	4%	3%	5%	-10%	8%	20%	-1%	20%
Lone Pine Express	24%	28%	55%	-45%	-21%	-46%	-100%	19%	3%	2%	9%	6%	5%	17%	17%	7%	12%
Lone Pine DAR	25%	88%	13%	5%	36%	29%		17%	5%	5%	13%	12%	7%	12%	11%	7%	5%
Tecopa	-51%	-100%	-33%	-100%				-50%	-58%	-58%	-41%	-41%	-1%	-17%	18%	40%	-16%
Walker DAR	3%	50%	-100%	44%				-9%	7%	6%	-43%	-45%	13%	86%	-14%	-46%	65%
Bridgeport to G'Ville	-1%	0%	-100%					0%	-7%	-8%	-8%	16%	-1%	-14%	9%	1%	-14%
Benton to Bishop	-1%	100%	-13%	-67%		-100%		-27%	-2%	-1%	4%	9%	22%	-18%	-26%	6%	-33%
Bishop DAR	-8.8%	-8.5%	-7.4%	3.3%	-30.1%	-33.3%	-16.4%	-9.1%	-4.9%	-7.3%	-6.5%	-6.6%	0.3%	-2.4%	-1.9%	0.8%	-2.7%
Nite Rider	15%	5%	-22%	120%	-1%	600%	-13%	13%	-14%	-9%	-4%	-6%	2%	23%	24%	6%	21%
Mammoth FR		-1%		165%		-6%		-2%	-3%	-3%	-6%	-6%	N/A	N/A	1%	-3%	4%
Mammoth DAR	11%	30%	-25%	-100%	0%	488%	112%	78%	14%	14%	46%	54%	-38%	-28%	56%	27%	15%
Reno	-12%	1%	3%	47%	67%	-50%	-57%	2%	4%	2%	3%	2%	-14%	-13%	1%	1%	0%
Lancaster	-1%	-10%	-18%	-45%	-100%	29%	44%	-11%	2%	6%	2%	4%	0%	-14%	-16%	-4%	-14%
Reds Meadow	-2%	1%				-2%	-7%	0%	-2%	-8%	-8%	-6%					
Bishop Creek Shuttle	7%	19%	-40%	-100%		-50%	-100%	-1%	3%	1%	2%	2%	8%	5%	-2%	1%	-3%

Customer Comments - July

There were ten comments received for the month of July 2019.

- 7/6: Customer wrote in that Reds Meadow driver was rude and abrasive when passengers were boarding the bus and asking questions. Feedback discussed with driver.
- 7/11: Customer complained that the first Town Trolley to Snow Creek arrived and departed late, causing him to be late for work. At least some of the lateness was caused by a mechanical issue with the first trolley leaving the yard.
- 7/12: Customer called to complain about a bus passing very close to her vehicle near a campground that scared her. Presumed Reds Meadow, no further description given.
- 7/14: Customer wrote in that she witnessed a driver arguing with passengers while loading at Devils Postpile. Unable to determine driver due to lack of description or details.
- 7/15: Customer called to complain that he was not allowed to bring his fat tire bike aboard the bus since it does not fit in the bike rack.
- 7/16: Customer wrote in about a Town Trolley driver yelling at another driver and driving aggressively. Unable to determine which driver due to lack of description or details.
- 7/18: Customer called to compliment driver Jim Hohmann for his driving skill and excellent customer service.
- 7/19: Customer called to compliment driver Ron Lowe for his exceptional customer service.
- 7/22: Customer called about a close call where the Lakes Basin Trolley pulled out in front of a cyclist on Canyon Blvd., causing him to make an evasive maneuver to avoid collision with the towed bike trailer. Situational awareness and sharing the road with cyclists discussed with the driver.
- 7/25: Customer called to complain that the 395 South (Lancaster) bus driver was confrontational and rude when speaking to her about her disabled neighbor whom she helps get to the bus. Passenger situation explained to the driver and strategies on discourse about difficult issues with passengers discussed.

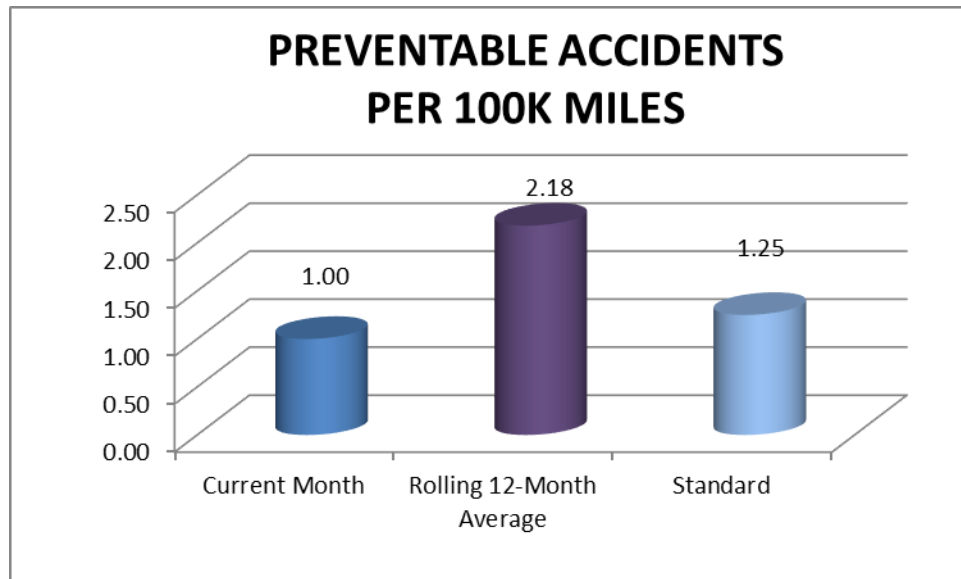
COMPLAINTS PER 1,000 PASSENGERS



Accident/Incidents - July

There was one preventable accident in July 2019.

- 7/25: Bicycle on front bike rack of bus clipped snow stake as the bus pulled out of a stop, bending the rim. No damage to snow stake or bus.



Missed Runs - July

There were 6 missed/late runs in July 2019.

- 7/1: Night Trolley ran at 30 minute frequency rather than 20 minute due to last minute driver callout.

- 7/4: Modified Town Trolley routes and no Purple Line service due to Parade between 10:00am and 1:30pm.
- 7/4: Late Reds Meadow Shuttle 3:00pm departure due to mechanical issue.
- 7/8: Night Trolley ran at 30 minute frequency rather than 20 minute due to last minute driver callout.
- 7/10: Night Trolley ran at 30 minute frequency rather than 20 minute due to driver shortage.
- 7/11: Night Trolley ran at 30 minute frequency rather than 20 minute due to driver shortage.
- * Extended wait times for Reds Meadow Shuttle on 7/4 and 7/5 for most of the day.

Road Call Frequency - July

There was one road call during the month of June 2019 where a service vehicle had to be called to repair in place or tow a transit vehicle. There were 16 vehicle exchanges during the month of July 2019 due to mechanical issues requiring a replacement transit vehicle be placed into service.

The average Road Call frequency is 1.26 per 100,00 miles.

Date	Road Calls	Bus Exchange	Miles	Road Calls / 100K Miles
Feb-19	1	5	78666	1.27
Mar-19	0	7	88385	0.00
Apr-19	2	6	85782	2.33
May-19	1	5	66050	1.51
Jun-19	1	8	65973	1.52
Jul-19	1	16	105637	0.95

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.)

JULY 2019			
		PERCENT	GOAL
IMMEDIATE RESPONSE TRIPS			
Total Trips:	2,139	80.1%	
Average Wait Time (min.):	12		< 20 Minutes
Trips > 30 Minute Wait:	106	5.0%	< 5%
ADVANCE RESERVATION TRIPS			
Total Trips:	532	19.9%	
On Time Trips (± 10 min.)	412	77.4%	
TOTAL SCHEDULED TRIPS			
No-Shows Including Checkpoints	196	7.3%	
No-Shows Excluding Checkpoints	122	4.6%	
Cancellations	75	2.8%	

MONTHLY OPERATIONS REPORT - August

	Aug-19	Jul-19	Percent Change	Aug-18	Percent Change
PASSENGERS					
Adult	108,215	115,287	-6.1%	89,454	21.0%
Senior	2,465	2,114	16.6%	2,341	5.3%
Disabled	961	940	2.2%	893	7.6%
Wheelchair	251	280	-10.4%	354	-29.1%
Child	20,834	28,282	-26.3%	18,649	11.7%
Child under 5	1,111	1,335	-16.8%	1,118	-0.6%
Total Passengers	133,837	148,238	-9.7%	112,809	18.6%
FARES	\$262,792.15	\$286,566.50	-8.3%	\$224,610.15	17.0%
SERVICE MILES	100,928	95,985	5.1%	100,780	0.1%
SERVICE HOURS	6,426	6,255	2.7%	6,411	0.2%
Passengers per Hour	20.83	23.70	-12.1%	17.60	18.4%

RIDERSHIP COMPARISON				
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Aug-19	Aug-18	Variance	% Change
Mammoth Express	514	541	-27	-5.0%
Lone Pine Express	390	367	23	6.3%
Lone Pine DAR	360	363	-3	-0.8%
Tecopa	8	6	2	33.3%
Walker DAR	132	135	-3	-2.2%
Bridgeport to G'Ville	6	33	-27	-81.8%
Benton to Bishop	37	37	0	0.0%
Bishop DAR	3,910	4,198	-288	-6.9%
Nite Rider	387	437	-50	-11.4%
Mammoth FR	62,215	57,379	4,836	8.4%
Mammoth DAR	352	305	47	15.4%
Reno	1,246	1,154	92	8.0%
Lancaster	754	932	-178	-19.1%
Reds Meadow	63,221	45,362	17,859	39.4%
Bishop Creek	305	264	41	15.5%
Specials	0	1,468	-1,468	-100.0%
TOTALS	133,837	112,809	21,028	18.6%

PASSENGERS PER SERVICE HOUR				PAX MILES/ SVC HOUR
REPORT MONTH - THIS YEAR/LAST YEAR				
Route	Aug-19	Aug-18	% Change	
Mammoth Express	6.14	6.31	-2.7%	
Lone Pine Express	3.71	3.24	14.4%	
Lone Pine DAR	2.29	2.25	1.5%	
Tecopa	0.66	0.40	64.6%	
Walker DAR	0.76	0.78	-2.0%	
Bridgeport to G'Ville	0.55	0.87	-37.1%	
Benton to Bishop	2.19	2.43	-10.1%	
Bishop DAR	4.24	4.15	2.1%	
Nite Rider	6.11	6.33	-3.5%	
Mammoth FR	26.55	24.93	6.5%	
Mammoth DAR	1.85	1.64	13.1%	
Reno	4.22	3.71	13.9%	458.80
Lancaster	3.18	3.80	-16.3%	335.66
Reds Meadow	37.77	29.52	28.0%	
Bishop Creek	2.77	2.52	9.9%	
Specials	0.00	67.49	-100.0%	
Total	20.83	17.60	18.4%	

October 11, 2019
Agenda Item A-5

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
Aug-19															
Mammoth Express	\$2,574.50	437	48	5	2	9	13	514	98	84	3,851	3,763	5.01	.68	6.14
Lone Pine Express	\$2,089.25	219	125	21	2	13	10	390	126	105	5,288	4,814	5.36	.43	3.71
Lone Pine DAR	\$983.60	12	247	67	20	12	2	360	164	157	1,805	1,739	2.73	.57	2.29
Tecopa	\$40.00	0	8	0	0	0	0	8	12	12	198	198	5.00	.20	.66
Walker DAR	\$458.40	24	13	82	0	13	0	132	184	173	1,027	818	3.47	.56	.76
Bridgeport to G'Ville	\$33.00	0	0	6	0	0	0	6	14	11	296	191	5.50	.17	.55
Benton to Bishop	\$199.50	6	16	15	0	0	0	37	32	17	1,419	702	5.39	.28	2.19
Specials	\$0.00	0	0	0	0	0	0	0	0	32	296	296	N/A	N/A	
Bishop DAR	\$9,106.60	1,395	1,534	621	206	18	136	3,910	1,014	923	10,899	10,118	2.33	.90	4.24
Nite Rider	\$1,487.40	262	37	44	17	8	19	387	67	63	1,002	991	3.84	1.50	6.11
Mammoth FR	\$0.00	53,003	0	1	0	9,211	0	62,215	2,429	2,344	31,504	29,149	N/A	N/A	26.55
Mammoth DAR	\$489.60	140	8	12	2	1	189	352	191	190	602	536	1.39	.91	1.85
Reno	\$28,519.65	925	208	54	1	56	2	1,246	328	295	12,952	12,132	22.89	2.35	4.22
Lancaster	\$12,455.75	582	126	31	1	10	4	754	259	237	11,300	11,072	16.52	1.12	3.18
Reds Meadow	\$203,075.00	51,004	0	0	0	11,482	735	63,221	1,891	1,674	23,815	21,017			
Bishop Creek	\$1,279.90	206	95	2	0	1	1	305	124	110	3,543	3,392	4.20	.38	2.77
Total	\$262,792.15	108,215	2,465	961	251	20,834	1,111	133,837	6,932	6,426	109,797	100,928	1.96	2.60	20.83

Aug-18															
Mammoth Express	\$3,062.00	431	55	8	5	18	24	541	100	86	3,998	3,904	5.66	.78	6.31
Lone Pine Express	\$1,889.00	225	83	27	17	7	8	367	136	113	5,514	5,111	5.15	.37	3.24
Lone Pine DAR	\$921.40	13	233	77	17	23	0	363	169	161	1,681	1,681	2.54	.55	2.25
Tecopa	\$30.00	0	6	0	0	0	0	6	16	15	344	344	5.00	.09	.40
Walker DAR	\$424.10	5	16	111	0	3	0	135	184	173	1,376	1,164	3.14	.36	.78
Bridgeport to G'Ville	\$214.55	4	25	4	0	0	0	33	42	38	1,008	1,008	6.50	.21	.87
Benton to Bishop	\$203.50	11	12	12	0	1	1	37	28	15	1,211	636	5.50	.32	2.43
Specials	\$0.00	1,406	0	5	0	57	0	1,468	22	22	215	207	N/A	N/A	
Bishop DAR	\$9,558.05	1,551	1,516	472	287	75	297	4,198	1,101	1,012	11,078	10,013	2.28	.95	4.15
Nite Rider	\$1,661.40	309	33	43	21	2	29	437	76	69	1,063	1,063	3.80	1.56	6.33
Mammoth FR	\$0.00	47,686	0	45	0	9,648	0	57,379	2,384	2,301	29,774	28,753	N/A	N/A	24.93
Mammoth DAR	\$413.40	105	20	10	0	3	167	305	186	186	576	482	1.36	.86	1.64
Reno	\$30,001.50	878	196	47	6	19	8	1,154	344	311	13,573	13,066	26.00	2.30	3.71
Lancaster	\$15,231.25	716	146	32	1	13	24	932	282	245	12,051	11,681	16.34	1.30	3.80
Reds Meadow	\$160,996.00	36,034	0	0	0	8,768	560	45,362	1,755	1,537	21,863	19,690	3.55	8.18	29.52
Bishop Creek	\$1,142.50	196	63	5	0	0	0	264	116	105	3,515	3,363	4.33	.34	2.52
Total	\$224,610.15	89,454	2,341	893	354	18,649	1,118	112,809	6,958	6,411	107,465	100,780	1.99	2.23	17.60

VARIANCE BY ROUTE (RAW NUMBERS) – August 2019 to August 2018															
ROUTES	FARES	ADULTS	SNR	DIS	W/C	CHILD	FREE	TOTAL PAX	YD HOURS	SVC HOURS	YD MILES	SVC MILES	AVG FARE	REV/SVC MILE	PAX SVC I
Mammoth Express	-\$487.50	6	-7	-3	-3	-9	-11	-27	-1	-2	-147	-141	-0.65	-0.10	-0.1
Lone Pine Express	\$200.25	-6	42	-6	-15	6	2	23	-10	-8	-226	-297	0.21	0.06	0.47
Lone Pine DAR	\$62.20	-1	14	-10	3	-11	2	-3	-5	-4	124	58	0.19	0.02	0.00
Tecopa	\$10.00	0	2	0	0	0	0	2	-4	-3	-146	-146	0.00	0.11	0.26
Walker DAR	\$34.30	19	-3	-29	0	10	0	-3	-1	0	-349	-346	0.33	0.20	-0.00
Bridgeport to G'Ville	-\$181.55	-4	-25	2	0	0	0	-27	-28	-27	-712	-817	-1.00	-0.04	-0.30
Benton to Bishop	-\$4.00	-5	4	3	0	-1	-1	0	4	2	208	66	-0.11	-0.04	-0.20
Bishop DAR	-\$451.45	-156	18	149	-81	-57	-161	-288	-87	-88	-179	105	0.05	-0.05	0.00
Nite Rider	-\$174.00	-47	4	1	-4	6	-10	-50	-9	-6	-61	-72	0.04	-0.06	-0.20
Mammoth FR	\$0.00	5317	0	-44	0	-437	0	4836	45	42	1730	396	N/A	N/A	1.60
Mammoth DAR	\$76.20	35	-12	2	2	-2	22	47	5	4	26	54	0.04	0.06	0.20
Reno	-\$1,481.85	47	12	7	-5	37	-6	92	-17	-16	-621	-934	-3.11	0.05	0.50
Lancaster	-\$2,775.50	-134	-20	-1	0	-3	-20	-178	-23	-8	-751	-609	0.18	-0.18	-0.60
Reds Meadow	\$42,079.00	14970	0	0	0	2714	175	17859	136	137	1952	1327			
Bishop Creek	\$137.40	10	32	-3	0	1	1	41	7	5	28	29	-0.13	0.04	0.20

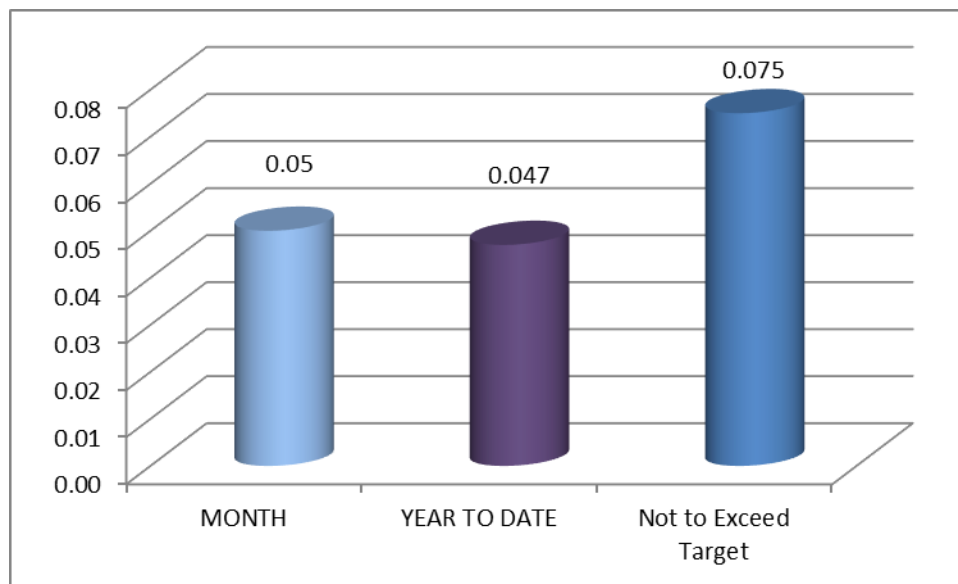
VARIANCE BY ROUTE (PERCENTAGE) – August 2019 to August 2018															
Route	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Total Svc Hours	Yd Mi	TOT SVC MILES	AVG FARE	REV/SVC MILE	PAX SVC I
Mammoth Express	-16%	1%	-13%	-38%	-60%	-50%	-46%	-5%	-1%	-2%	-4%	-4%	-12%	-13%	-3%
Lone Pine Express	11%	-3%	51%	-22%	-88%	86%	25%	6%	-7%	-7%	-4%	-6%	4%	17%	14%
Lone Pine DAR	7%	-8%	6%	-13%	18%	-48%		-1%	-3%	-2%	7%	3%	8%	3%	2%
Tecopa	33%		33%					33%	-23%	-19%	-42%	-42%	0%	132%	65%
Walker DAR	8%	380%	-19%	-26%		333%		-2%	0%	0%	-25%	-30%	11%	54%	-2%
Bridgeport to G'Ville	-85%	-100%	-100%	50%				-82%	-67%	-71%	-71%	-81%	-15%	-19%	-37%
Benton to Bishop	-2%	-45%	33%	25%		-100%	-100%	0%	13%	11%	17%	10%	-2%	-11%	-10%
Bishop DAR	-4.7%	-10.1%	1.2%	31.6%	-28.2%	-76.0%	-54.2%	-6.9%	-7.9%	-8.7%	-1.6%	1.0%	2.3%	-5.7%	2.1%
Nite Rider	-10%	-15%	12%	2%	-19%	300%	-34%	-11%	-11%	-8%	-6%	-7%	1%	-4%	-4%
Mammoth FR		11%		-98%		-5%		8%	2%	2%	6%	1%	N/A	N/A	6%
Mammoth DAR	18%	33%	-60%	20%		-67%	13%	15%	3%	2%	5%	11%	3%	7%	13%
Reno	-5%	5%	6%	15%	-83%	195%	-75%	8%	-5%	-5%	-5%	-7%	-12%	2%	14%
Lancaster	-18%	-19%	-14%	-3%	0%	-23%	-83%	-19%	-8%	-3%	-6%	-5%	1%	-14%	-16%
Reds Meadow	26%	42%				31%	31%	39%	8%	9%	9%	7%			
Bishop Creek Shuttle	12%	5%	51%	-60%				16%	6%	5%	1%	1%	-3%	11%	10%

Customer Comments - August

There were eight comments received for the month of August 2019.

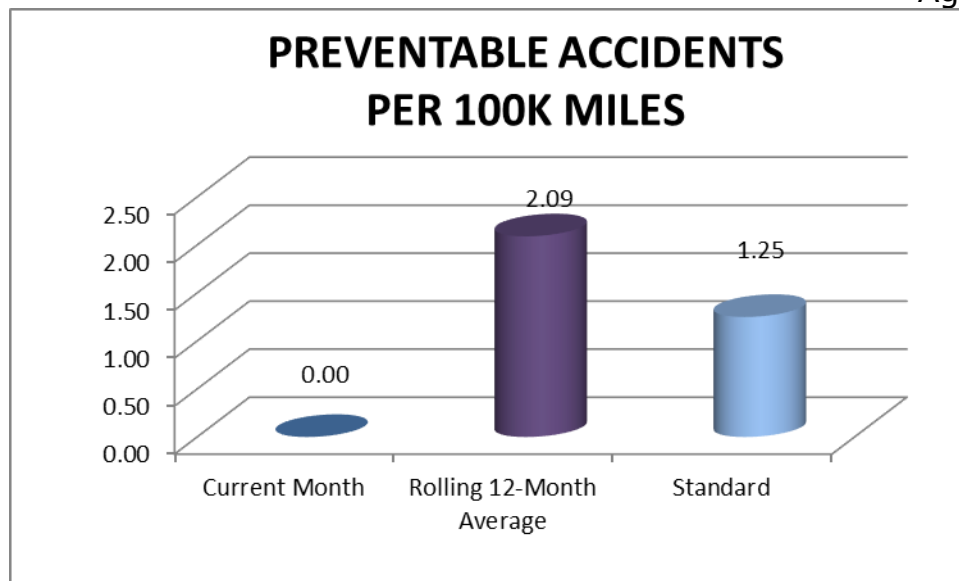
- 8/2: Customer called to report that a reds meadow driver was driving fast in the valley area. Driver identified and counseled on speed.
- 8/8: Staff member called to report that a reds meadow driver was driving fast near Mammoth Mountain Inn. Driver identified and counseled on speed.
- 8/13: Customer called to complain that a driver was rude to another passenger about an unmuzzled dog when boarding the bus.
- 8/13: Customer called to compliment driver Eric Butner on his friendliness and knowledge of how to get around the Mammoth Lakes area.
- 8/16: Customer called to complain that a driver was speeding along Reds Meadow Road.
- 8/20: Customer called to complain that her mother was not picked up on time in Wilkerson, mechanical issue resulted in late bus, supplemental bus sent.
- 8/20: Customer called to compliment all of the Bishop Dial-a-Ride driver she has met stating that they are very nice and helpful to her.
- 8/30: Customer called to compliment drivers Larry Clark and Cathy Liberato for assisting him with loading and unloading his bicycle during his trip.

COMPLAINTS PER 1,000 PASSENGERS - August



Accident/Incidents - August

There were no preventable accidents in August 2019.



Missed Runs - August

There were 10 missed/late runs in August 2019.

- 8/2 & 8/3: Bishop Niterider only operated until 10:00pm due to staffing shortage
- 8/4: Night Trolley ran at a 30-minute rather than 20-minute frequency due to driver injury.
- 8/5: One Lakes Basin Trolley run missed due to driver no show.
- 8/5: Night Trolley ran at a 30-minute rather than 20-minute frequency due to staffing shortage (related to 8/4 driver injury).
- 8/6: One Lakes Basin Trolley run missed due to late driver.
- 8/8: Night Trolley ran at a 30-minute rather than 20-minute frequency due to staffing shortage.
- 8/11: One Town Trolley run missed due to driver no show.
- 8/22: Night Trolley ran at a 30-minute rather than 20-minute frequency after 10:00pm due to driver illness.
- 8/28: One Lakes Basin Trolley run missed due to mechanical issue.
-

Road Call Frequency - August

There were no road calls during the month of August 2019 where a service vehicle had to be called to repair in place or tow a transit vehicle. There were 11 vehicle exchanges during the month of August 2019 due to mechanical issues requiring a replacement transit vehicle be placed into service. The average Road Call frequency is 1.08 per 100,00 miles.

Date	Road Calls	Bus Exchange	Miles	Road Calls / 100K Miles
Feb-19	1	5	78666	1.27
Mar-19	0	7	88385	0.00
Apr-19	2	6	85782	2.33
May-19	1	5	66050	1.51
Jun-19	1	8	65973	1.52
Jul-19	1	16	105637	0.95
Aug-19	0	11	109797	0.00

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.)

AUGUST 2019			
		PERCENT	GOAL
IMMEDIATE RESPONSE TRIPS			
Total Trips:	2,396	78.5%	
Average Wait Time (min.):	14		< 20 Minutes
Trips > 30 Minute Wait:	188	7.8%	< 5%
ADVANCE RESERVATION TRIPS			
Total Trips:	658	21.5%	
On Time Trips (± 10 min.)	524	79.6%	
TOTAL SCHEDULED TRIPS			
No-Shows Including Checkpoints	241	7.9%	
No-Shows Excluding Checkpoints	153	5.0%	
Cancellations	92	3.0%	

STAFF REPORT

Subject: Approval of Trolley Bus Purchase

Initiated by: Karie Bentley - Administration Manager

BACKGROUND:

In June 2019, the Eastern Sierra Transit Authority's Board of Directors authorized submittal of an FTA 5339(b) savings application for grant funding under the Federal Transit Administration's Bus and Bus Facilities Infrastructure Investment Program, and approved the use of up to \$43,909 in matching funds for the purchase of one trolley.

The contract for this funding, in the amount of \$248,818, has been executed allowing ESTA to make the purchase. The required 15% match will be provided the Town of Mammoth Lakes (TOML) with funds they have set aside for this purpose. These matching funds are in addition to revenue ESTA receives for operating purposes.

ANALYSIS/DISCUSSION:

The schedule included in the ESTA Capital Asset Replacement Funding policy approved in 2015 identified the purchase of one trolley each year from 2016 through 2023. This new trolley will replace one of our existing fleet and will be used in Mammoth Lakes.

The CalACT/MBTA purchasing cooperative was utilized to request a quote from Creative Bus Sales for a Hometown Trolley in the amount of \$267,311.32. ESTA staff are in the process of getting paperwork for the Buy America Certification which is required for purchases using federal funds. The purchase will then be reviewed and approved by Caltrans. The purchase was included in, and approved as, part of the FY 2019/20 capital budget.

The grant will provide \$248,818 for the purchase. The 15% balance of \$43,909 will be funded funds from the Town of Mammoth Lakes. Inyo County Auditor's office is still in the process of researching how to categorize this match so it is not yet appearing in the financial reports.

It is likely the purchase will not exhaust the available grant funding. Funds remaining after the purchase will be returned to the 5339 Program. It is requested that the board approve a purchase of up to the available amount in the event modifications are needed.

FINANCIAL CONSIDERATIONS

The purchase of the trolley is fully included in the FY 2019/20 budget, 100% of the purchase amount will be reimbursed through 5339(b) and TOML funding.

RECOMMENDATION

The Board is requested to approve the purchase of a Hometown Villager trolley bus from Creative Bus Sales, funded with an FTA 5339(b) grant and matching funds from the Town of Mammoth Lakes, to be ordered through the CalACT/MBTA purchasing cooperative in an amount up to \$292,727.



Creative Bus Sales


13501 Benson Avenue · Chino, CA 91710 800.326.2877

Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380



CalACT RFP #15-03 - Class T (Hometown Trolley)

Vehicle Type:	Class T - Hometown Trolley	Ford GPC #:		
Contact:	Phil Moores	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon	
Agency:	Eastern Sierra Transit Authority	Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear	
Address:	PO Box 1357	Seat Material D-90:	<input type="checkbox"/> Vinyl <input type="checkbox"/> Cloth	
City, State, Zip:	Bishop, CA 92515	Seat Color:		
Phone:	(760) 872-1901 ext. 12	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input checked="" type="checkbox"/> No	
Fax:		Stripe Color:		
E-Mail:	pmoores@estransit.com	Salesperson:	Don White	
Quantity:	Description	Price	Ext. Price	ADA
1	Class T (Trolley) - 35' Diesel Freightliner	\$222,920.26	\$222,920.26	\$9,500.00
Published Options				
1	Telma Brake Retarder	\$0.00	\$0.00	
1	REI PA System (4 Interior, 1 Exterior ADA Spkr)	\$0.00	\$0.00	
1	Storm Window - Inserts	\$3,185.12	\$3,185.12	
1	Ramco Power Mirror	\$701.81	\$701.81	
1	Authentic Gong Bell - "Stop Request"	\$1,295.64	\$1,295.64	
1	Air Suspension - Diesel Only (Rear)	\$2,915.19	\$2,915.19	
Non-Published Options				
1	HT Multiplex Wiring System	\$0.00	\$0.00	
1	Battery 8D	\$0.00	\$0.00	
1	Rubber Flooring (#747 Tan or Bison Altro Transit	\$0.00	\$0.00	
1	Sportworks Bike Rack - (Black, 3 Bike)	\$500.00	\$500.00	
2	Q'Straint Slide-N-Click Wheelchair Tiedowns	\$0.00	\$0.00	
26	Window Etching	\$36.50	\$949.00	

1	Bostrum Air Suspension Driver Seat (Black Transit Seat Material)	\$0.00	\$0.00	
1	"On Spot" Auto Tire Chains	\$4,250.00	\$4,250.00	
1	Rear Tow Hitch Receiver	\$350.00	\$350.00	
1	Brake Retarder	\$0.00	\$0.00	
1	Hourmeter	\$0.00	\$0.00	
2	Open Air Railing Guards - (Per 2 Window Panel)	\$0.00	\$0.00	
1	Back-Up Camera w/7" Monitor - (Rosco)	\$375.00	\$375.00	
1	Apollo Surveillance System (See Attached)	\$7,717.00	\$7,717.00	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Bishop* ▼</div> <div style="margin-top: 20px;">  <p>Don White Creative Bus Sales, Inc. 9/25/2019</p> </div>		Class T Trolley - Base Price	\$222,920.26	
		Published Options	\$8,097.76	
		Non-Published Options	\$14,141.00	
		Total	\$245,159.02	\$9,500.00
		Doc Prep Fee	\$85.00	
		Non-Taxable	\$9,500.00	
		Taxable Amount	\$236,744.02	
		Tax Total	\$18,347.66	7.750%
		Sub-Total	\$263,591.68	
		CalACT Fee	\$3,677.39	
DMV E-File Fee:	\$30.00			
DMV Fee	\$0.00	<i>(Estimated)</i>		
Tire Fee	\$12.25			
Local Delivery	\$0.00	0		
Total	\$267,311.32	<i>Insert Miles</i>		
Number of Units	1			
Final Total	\$267,311.32			
Local Delivery Up To 100 Miles at No Charge				

Included In Quote:

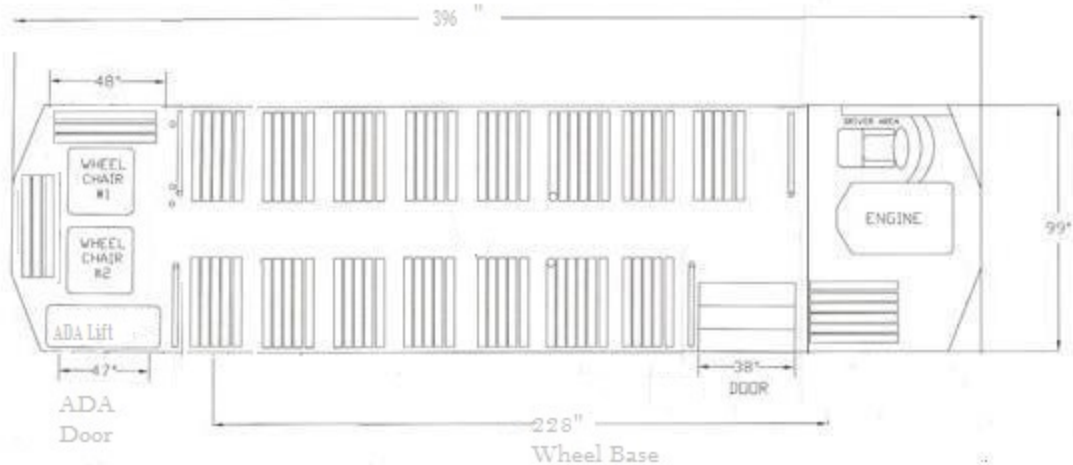
- 31 passengers or 25 ambulatory passengers and two positions for passengers in wheelchairs
- Freightliner MB65 Front Engine diesel chassis

- 26,000 G.V.W.R.
Cummins ISB 6.7L diesel engine
- Allison automatic transmission
- 228" Wheelbase
- 22.5" Steel wheels- Painted red to match body
- Dual 8D batteries on a slide out tray
- Engine alarm system
- Intellitec electrical load management system
- Std. front bumper with bike rack provision
- Sports Works 3-Position bike rack
- Two tow hooks rear only
- 22.5" Steel spare tire and wheel
- Front end alignment
- Fuel door aluminum w/lock
- 270 AMP Leece Neville alternator
- Dual rear auxiliary heaters- 90K BTU total
- Heater in-line booster pump
- Silicone heater hoses
- Electric entrance door
- Standard trolley arched window package with etched look decals
- Cupola style roof with windows
- Removable window section 4- window with brass insert railing and drop down rain curtains
- ADA compliant platform wheelchair lift
- Wheel chair lift door, brake interlock, ADA signage, lighting, two wheelchair tie downs (Q-Straint)
- Two wood slat flip seats over wheelchair area
- W/C lift cover
- Q-Straint wheelchair belt storage
- Standard wood slat passenger seats
- RCA transit flooring
- Yellow standee line and step nosing
- Entry handrail s right and left side
- Back up alarm
- Safety equipment
- Brass stanchions throughout
- AM/FM/CD/PA with handheld microphone & 4 speakers
- Back up viewing camera Rosco 5" color LCD system
- Driver's 12 volt power port
- Z-tech cavity coat
- Brass interior passenger chimes
- Exterior brass bell
- Ramco exterior heated/remote mirrors
- LED marker lights

Center brass headlight

- Brass bezels on headlights
- Red /Green two tone paint scheme with yellow pin stripes
- Exterior aluminum rub-rails at floor line and below window line-sprayed with black bed-liner
- Front and rear bumper sprayed with black bed-liner material
- "On-spot" tire chain system
- Stainless steel wheel wells
- Stain less steel w/c frame and hinge
- Stainless steel entry step well
- Stainless steel battery tray
- Rear axle air suspension
- Air brake package
- Telma brake retarder
- 5.13 Rear axle ratio
- FOB to Mammoth Lakes, CA
- Rear tow hitch in stalled for bike trailer
- Operators Manuals: Two (2) printed and one (1) electronic version shall be furnished per trolley delivered.
- Maintenance Manuals: Two (2) printed and one (1) electronic version shall be furnished per trolley delivered.

REVISIONS						
REV	CHG. NO.	DESCRIPTION	DATE	BY	CHKR	ENGR
A		INITIAL RELEASE	11-03-08	TMW	JW	---
-			--/--/--	---		



WJ White

Don White
Creative Bus Sales, Inc.
9/25/2019

PROPRIETARY
PROPRIETARY INFORMATION IN THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF DOUBLE K, INC. & MAY BE USED SOLELY FOR INSTALLATION OR SERVICE OF DOUBLE K'S PRODUCTS. ANY OTHER USE EXPRESSLY PROHIBITED. THIS DOCUMENT MUST NOT BE REPRODUCED WITHOUT DOUBLE K'S WRITTEN PERMISSION AND MUST BE RETURNED TO DOUBLE K, INC. UPON DEMAND.

DUAL DIMENSION TOLERANCE		APPROVED	
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. TOLERANCES ARE: INCHES ± DEC. DIM. .XX ± 0.02 DEC. DIM. .XXX ± 0.010 ANGLES ± 2'	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN MILLIMETERS [] TOLERANCES ARE: MILLIMETERS ± DEC. DIM. .X ± 0.5 DEC. DIM. .XX ± 0.25 ANGLES ± 2'	DRAWN BY: TMW DATE: 11-03-08 CHECKED BY: JW 11-03-08 ENGINEER: -- --/--/-- STANDARD'S ENGINEER: -- --/--/-- MANUFACTURING ENG: -- --/--/-- QUALITY ASSURANCE: -- --/--/--	DATE: 11-03-08
DO NOT SCALE DRAWING		PART NO. _____	

DOUBLE K, INC. / HOMETOWN TROLLEY
701 NORTH RAILROAD AVE. PH. 715-478-5090
DRANDON, WI 54220 FAX 715-478-5095

HOMETOWN TROLLEY

TITLE:
FLOOR PLAN
HOMETOWN VILLAGER

SIZE: A DRAWING NUMBER: A Hometown Vill 228" REV: A

SCALE: NONE SHEET 1 OF 1

STAFF REPORT

Subject: Adopt Other Post-Employment Benefits (OPEB) Trust

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

BACKGROUND

The Eastern Sierra Transit Authority has a liability for future retiree health benefits. The ESTA Board asked staff to research an OPEB trust option. The Government Finance Officers Association recommends prefunding OPEB and considers it a best practice. Primarily, the reason to prefund an OPEB trust is to provide the opportunity to potentially gain returns and lower the liability of future long-term benefit payments. Ideally, the trust reaches a point where the principle plus interest meets or exceeds the annual OPEB liability. Another reason for this recommendation is that contributions into a trust are assets that offset liabilities on financial sheets. Finally, as the account balance increases it presents a type of insurance against challenging budget years.

ANALYSIS

Three firms were reviewed and/or interviewed as potential trust managers. The three firms were MuniMET, PARS, and CalPERS. All three demonstrated fiscal responsibility and experience in managing OPEB Trusts. Fees and customer service set CalPERS apart from the rest, while returns set PARS apart.

PARS is the trust of choice for Inyo County, Eastern Sierra CSD, Inyo County Court, Great Basin APCD, Town of Mammoth Lakes and Mono County.

All the firms provided access to assets at any time for current year OPEB expenses. PARS allows access for the prior two years, in addition to the current year. Once the funds are deposited in a trust, only withdrawals for OPEB expenses are allowed. With a large capital project looming at the Bishop yard, careful consideration of investments must be made. An Investment Policy will be drafted to guide OPEB contributions among other investment considerations at ESTA.

FINANCIAL CONSIDERATIONS

ESTA's current 20-year projected OPEB liability is \$663,136. However, this figure is expected to increase over time and threatens to pose a significant financial challenge. We are currently 100% funded making full payment-as-we-go of our liabilities to date. While certain market risks can affect the balance of a trust, it is generally agreed that long-term trust investment is solid financial planning. The picture below demonstrates the various companies, investment fees, and rates of return. All the variables in the table below are uncertain. Market fluctuations and potential fee changes make forecasting difficult. PERS is an unmanaged index fund account and therefore charges only 10 bps (10 bps = .001 of the balance annually). MuniMET and PARS offer managed funds and boast greater

returns for the higher fees (30 bps and 60 bps respectively). Fees are more predictable than rates of return, but a 1% higher rate of return can improve an investment beyond the higher fees charged. Note: The example below shows the dollar amount of lost earnings as a result of paying fees on the principle amount plus the actual fees. The fees for PARS in the below example would be \$43,877 after 30 years, with a balance ending at \$612,583.

20-Year OPEB Liability: \$663,136					
30 yr Term, \$500 initial balance, \$833/mo*					
5% Return Example					
Company	Annual Fee	Fee Total	Return Rate	Investment Balance	Historical 10-year Return, Most Aggressive
PERS	0.10%	\$12,437	5%	\$668,932	9.42%
MuniMET	0.30%	\$36,506	5%	\$644,863	9.42%
	0.40%	\$48,151	5%	\$633,218	
	0.50%	\$59,544	5%	\$621,825	
PARS	0.60%	\$70,691	5%	\$610,678	11.11%
	0.80%	\$92,269	5%	\$589,100	
	0.90%	\$102,712	5%	\$578,657	
	1.00%	\$112,931	5%	\$568,438	
6% Return Example					
Company	Annual Fee	Fee Total	Return Rate	Investment Balance	Historical 10-year Return, Most Aggressive
PERS	0.10%	\$15,360	6%	\$799,281	9.42%
MuniMET	0.30%	\$45,071	6%	\$769,570	9.42%
	0.40%	\$59,438	6%	\$755,204	
	0.50%	\$73,488	6%	\$741,153	
PARS	0.60%	\$87,231	6%	\$727,410	11.11%
	0.80%	\$113,821	6%	\$700,820	
	0.90%	\$126,681	6%	\$687,960	
	1.00%	\$139,262	6%	\$675,379	

*\$1,500/mo roughly yields the 20-year liability, which will increase over time

RECOMMENDATION

The Board is requested adopt Resolution #2019-07 selecting PARS as our OPEB Trust manager, and to authorize the Executive Director to sign required trust participation documents.

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this ____ day of _____, 2019, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the [Agency Name] (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations (“Plan”), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2019 and ending _____, 2022 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or

provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____

Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____

Tod Hammeras

TITLE: _____

Chief Financial Officer

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

Discretionary Trustee Fee Schedule

PARS Pension / OPEB Trust Program

This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

Discretionary Trustee Fees

Discretionary Trustee Fees are based on the Investment Strategy you select. Following is a list of the Discretionary Trustee Fees applicable to each Investment Strategy:

- **Liquidity – First American U.S. Treasury Money Market** – Fund level fees only (see prospectus)
- **Liquidity – First American Prime Obligation Fund Class Z** – Fund level fees only (see prospectus)
- **Diversified Portfolios (Conservative, Moderately Conservative, Moderate, Balanced, Capital Appreciation, Custom)**

Per Annum Charges*

.35% on the first	\$5,000,000
.25% on the next	\$5,000,000
.20% on the next	\$5,000,000
.15% on the next	\$35,000,000
.10% on all over	\$50,000,000

*Waived for plan assets invested in First American Funds.

Other Fees

First American Funds (see prospectus)

Payment of Fees

- Market values used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities and/or other timing issues.
- Fees are calculated and charged to the account monthly. If account cannot be charged after 30 days, fees not paid will be subject to a late charge of 1% per month on the unpaid balance.
- Changes to this Fee Schedule may be made at any time by U.S. Bank upon a sixty (60) days notice.

Acknowledged and Approved

Public Agencies Post-Employment Benefits Trust	
Name of Plan/Trust	Name of Employer
Print Name of Authorized Signer for Employer	Title of Authorized Signer for Employer
Signature of Authorized Signer for Employer	Date

U.S. Bank and its representatives do not provide tax or legal advice. Each client's tax and financial situation is unique. Clients should consult their tax and/or legal advisor for advice and information concerning their particular situation.

AUTHORIZING RESOLUTION
RESOLUTION NO. 2019-07

**RESOLUTION OF THE EASTERN SIERRA TRANSIT AUTHORITY BOARD OF DIRECTORS
APPROVING THE ADOPTION OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

WHEREAS PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS the Eastern Sierra Transit Authority ("Authority") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS the Authority's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS the Authority's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS the Authority reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Directors hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective October 11, 2019; and
2. The Governing Board hereby appoints the *Executive Director*, or his/her successor or his/her designee as the Authority's Plan Administrator for the Program; and
3. The Authority's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the Authority and to take whatever additional actions are necessary to maintain the Authority's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the Authority's Program.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Griffiths, Chairperson
Eastern Sierra Transit Authority Board of Directors

ATTEST: Linda Robinson
Secretary of the Board

By: _____
Linda Robinson

STAFF REPORT

Subject: Winter Six-Month Service Recommendations
October 2019 through March of 2020

Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA's Service Change Policy includes a plan for bi-annual service planning sessions to allow the Board an opportunity to review and approve the services proposed to be operated for the coming six months.

ANALYSIS/DISCUSSION:

The following pages detail the specific routes that are planned to be operated or discontinued by Eastern Sierra Transit for what is considered the winter season, from October 2019 through March of 2020. Table 1 contains operating statistics and Table 2 provides descriptions of the routes.

Transit services are defined as follows and categorized in Tables 1:

Fixed Route – This type of bus service follows a defined route and stops only at designated stops.

Demand Response – This service runs on scheduled trips assigned to vehicles after a call-in from a passenger.

Core (Cor) – A core service carries the majority of passengers and serves higher population areas with a fixed route approach.

Commuter (Com) – A commuter route operates during peak travel periods and is designed to deliver passengers to and from work on a fixed route.

Dial-a-Ride (DAR) – This demand response service is a door-to-door service that fits nicely in small communities that do not have sufficient population density to support a fixed route.

ADA Paratransit (Par) – Also a demand response service, this is a federally mandated service designed to serve the disabled community. The Americans with Disabilities Act of 1990 requires a transit agency to provide a service that compliments the regularly schedule fixed routes that a disabled person cannot use.

Market Development (MD) – This is an experimental service that tests a previously unserved area for potential. The prescribed method for introducing new service is a three-year schedule. Year one is considered a marketing outreach, and year two is a telling year where ridership either increases, stays flat, or declines. In cases where ridership increases in the second year, a third year is recommended. In cases where ridership declines or remains flat in the second year, a third year is not recommended without significant changes to attempt improvement.

Lifeline (LL) – This service is designed to connect remote low-density populations to important services in higher density cities. Typically, it runs infrequently, but provides citizens access to medical, government, and other services not available otherwise.

Charter (Chr) – Charters are bus trips not part of regular services. They are requested and paid for to provide exclusive service outside the regular routes of a transit system. They are irregularly scheduled and sometimes exclude the general public. ESTA is required to evaluate, track, and report on all charter services through a federal website.

Table 1

EASTERN SIERRA TRANSIT										
Planned Transit Services: October 2019 through March 2020										
Route	Days of the Week							Hours of Service	Year round or Seasonal	Description
	S	M	T	W	T	F	S			
Walker Dial-a-Ride	X	X	X	X	X	X		8:00a - 4:00p	Year round	Serves the town of Walker. Expansion to Bridgeport is possible.
Bridgeport - Gardnerville				X				11:00a - 6:30p	Year round	1 roundtrip on Wednesday. Expansion to Carson City is possible.
Mammoth Dial-a-Ride		X	X	X	X	X		8:00a - 5:00p	Year round	Weekdays only.
Purple Line	X	X	X	X	X	X	X	7:00a - 6:00p	Year round	
Mammoth Winter Trolley	X	X	X	X	X	X	X	5:45p - 2:00a	Nov. 16 through April 28	2 buses in service providing 20 minute headways.(reduced service after 10:00pm)
Mammoth Summer Shoulder Trolley	X	X	X	X	X	X	X	9:00a - 10:00p	Day after Memorial Day until mid-June, and day after Labor Day til MMSA Red Line starts	1 bus in service providing 30 minute headways., possible service until 2:00am on Friday and Saturdays
Red Line	X	X	X	X	X	X	X	7:00a - 5:30p	Nov. 16 through April 28	20 minute frequency using a minimum of 3 buses in service
Blue Line	X	X	X	X	X	X	X	7:05a - 5:20p	Dec. 12 - April 21	15 minute frequency using a minimum of 1 bus in service. Start date is dependent on Mammoth Mountain's winter operations
Green Line	X	X	X	X	X	X	X	7:30a - 5:30p	Dec. 12 - April 21	15 minute frequency using a minimum of 1 bus in service. Start date is dependent on Mammoth Mountain's winter operations
Yellow Line	X	X	X	X	X	X	X	7:30a - 5:30p	Dec. 12 - April 21	20 minute frequency using a minimum of 1 bus in service. Start date is dependent on Mammoth Mountain's winter operations
Blue/Yellow Line	X	X	X	X	X	X	X	9:00a - 5:00p	Nov. 16 - Dec. 11	20 minute frequency using a minimum of 1 bus in service. Provides daytime service to Canyon/Lakeview, and to Juniper Springs prior to start of Blue and Yellow Lines.
Mammoth Express		X	X	X	X	X		see description	Year round	4 trips/weekday in each direction (departs Bishop 6:50a, 7:30a, 1:00p, and 6:10p; departs Mammoth 7:50a, 2:05p, 5:15p, and 7:00p) [times in red operated in conjunction with 395 Reno route M, T, Th, and Friday]
Reno Route		X	X	X	X	X		6:15a - 7:40p	Year round	1 roundtrip per day, Monday through Friday from Lone Pine to Reno.
Lancaster Route		X	X	X	X	X		7:50a - 7:00p	Year round	1 roundtrip per day, Monday through Friday from Mammoth Lakes to Lancaster.
Benton to Bishop			X			X		8:30a from Benton 2:30p return	Year round	1 roundtrip/day, 2 days/week (Tue and Fri)
Bishop Dial-a-Ride	X	X	X	X	X	X	X	7:00a - 6:00p M-F; 8:30a - 6:00p Sat; 8:00a - 1:00p Sun	Year round	
Night Rider						X	X	6:00p - 2:00a	Year round	Friday and Saturday nights, as well as New Year's Eve
Lone Pine to Bishop		X	X	X	X	X		see description	Year round	3 trips/weekday in each direction (departs Bishop 7:00a, 8:45a, 1:15p, and 6:30p; departs Lone Pine 6:15a, 8:30a, 11:45am (M,W,F), and 5:00p. 5:00p Lone Pine to Bishop and 8:45 am Bishop to Lone Pine runs operated by the 395 Lancaster route.
Lone Pine Dial-a-Ride		X	X	X	X	X		7:30a - 3:30p	Year round	1 bus in service M-F (7 service hours per day)
Tecopa					X			7:00 - 1:00p	Year round	1 roundtrip per day on 2 Thursdays per month from Tecopa to Pahrump. Service is operated by the Pahrump Senior Center.

The proposed services and service discontinuations for the coming six months include the following:

- **Bridgeport to Gardnerville Extension** – The route operates on Wednesdays only, from Bridgeport to Gardnerville. At an Unmet Transit Needs meeting in Walker, I received a request to extend the service to Carson City. The extension adds 16 miles each way. The TDA funds approved through Mono LTC will pay for this extension.
- The **June Lake Winter Shuttle** This shuttle was recommended and approved for discontinuation in the April 2019 ESTA Board Meeting. Consequently, the budget does not include this service. The following reasons justified the discontinuation:
 1. The shuttle was very difficult to staff with the morning run signing on at 6:20am and the evening run ending at 6:00pm. With an additional small tripper, the driver would be at work nearly twelve hours for less than eight hours pay. This was the driving force behind the recommendation, with staffing such an extreme challenge.
 2. The shuttle cost ESTA around \$38,640 annually. MMSA paid roughly 69% of the cost.
 3. Productivity was low, with 4.1 passengers per service hour. To compare, the average passenger per hour for the system was 19.3. There were trips with over 20 passengers, but the average load was 8 passengers. Of the 1,788 boardings last winter, just 25 were the paying public, with the remaining boardings MMSA employees.

June Mountain Ski Resort could consider vanpools for its Bishop/Mammoth based employees. This reduces ESTA's demand for drivers in Mammoth, and allows for more flexibility for employees.

- Consistent with last winter, The Town Trolley will transition to the Red, Blue, Green, and Yellow Lines as activity on the Mountain gears up for skiing.
- All other services approved for operation in FY18-19 are proposed to continue in FY19-20.

FINANCIAL CONSIDERATIONS

The transit service detailed on the preceding pages are included in the ESTA FY 2019/20 budget and are consistent with the revenues included in the budget. The revenues and expenses for the routes that are approved to operate beyond June 30, 2020 will be included in the FY 2020/21 budget.

RECOMMENDATION

The Board is requested to approve the Eastern Sierra Transit services planned to be operated through March 2020.

EASTERN SIERRA TRANSIT AUTHORITY

**Minutes of Friday, August 9, 2019
 Regular Meeting**

The meeting of the Board of Directors of the Eastern Sierra Transit Authority was called to order at 11:04 a.m. on Friday, August 9, 2019 at the City of Bishop Council Chambers, 301 West Line St., Bishop, California. The following members were present: Jim Ellis, Dan Totheroh, Jeff Griffiths, Jennifer Kreitz, Cleland Hoff and Karen Schwartz. Bob Gardner and Bill Sauser were absent. Director Totheroh led the pledge of allegiance.

Public Comment	None.
Executive Director Report	Mr. Moores reported on ESTA activities and performance.
Employee of the Quarter	Mr. Moores introduced Timothy Morley as the Employee of the second Quarter.
Financial Report – Preliminary 2018-19 Annual	Ms. Bentley presented the Preliminary Financial Report for the 2018/19 fiscal year as of August 2, 2019.
Financial Report – FY 2019-20	Ms. Bentley presented the Financial Report for the 2019/20 fiscal year as of August 2, 2019.
Operations Report	Mr. Moores presented the Monthly Operations Report for May and June 2019.
Triennial Audit and Organizational Assessment	Ms. Bentley presented the quarterly Triennial Audit and Organizational Assessment update.
Bishop Administrative Facility	Mr. Moores presented a Staff report on the background, analysis/discussion and financial considerations regarding the new Bishop Administrative Facility.
Contingency Fleet Plan	Moved by Director Kreitz and seconded by Director Ellis to adopt the ESTA Contingency Fleet Plan. Motion carried 6-0 with Directors Gardner and Sauser absent.
The Limited Route	Moved by Director Hoff and seconded by Director Schwartz to discontinue the Limited Service in Mammoth Lakes. Motion carried 6-0 with Directors Gardner and Sauser absent.

<p>SB-1 State of Good Repair Funding Project List</p>	<p>Moved by Director Kreitz and seconded by Director Hoff to adopt Resolution #2019-06 approving ESTA's Fiscal Year 2019-20 State of Good Repair project lists, selecting Authorized Agents and authorizing execution of the Certifications and Assurances for the California State of Good Repair Program.</p> <p>Motion carried 6-0 with Directors Gardner and Sauser absent.</p>
<p>Consent Agenda</p>	<p>Moved by Director Totheroh and seconded by Director Kreitz to approve Meeting Minutes of April 12, 2019 Motion carried 6-0 with Directors Gardner and Sauser absent.</p> <p>Moved by Director Kreitz and seconded by Director Ellis to approve the CLA Engagement Letter. Motion carried 6-0 with Directors Gardner and Sauser absent.</p> <p>Moved by Director Schwartz and seconded by Director Ellis to approve eight weeks of unpaid leave for benefitted employee, not to exceed 1 year. Motion carried 6-0 with Directors Gardner and Sauser absent.</p>
<p>Route 395 Schedule Change</p>	<p>Mr. Moores reported on the Route 395 Schedule change.</p>
<p>Board Member Comments</p>	<p>Cleland Hoff is glad the Limited Service was discontinued.</p>
<p>Closed Session</p>	<p>Open Session was recessed at 12:05 p.m. to convene in closed session with Directors Gardner and Sauser absent to consider Agenda item #E</p> <p>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.</p>
<p>Report on Closed Session</p>	<p>Closed Session was recessed at 12:46 p.m. Phil Moores indicated there was nothing to report from the closed session.</p>
<p>Adjournment</p>	<p>The Chairperson adjourned the meeting at 12:47 p.m.</p>

	The next regular meeting of the Eastern Sierra Transit Authority Board of Directors is scheduled for September 13, 2019 at 2520 Main St., Ste. Z, Town of Mammoth Lakes, CA at 9:00 am.
--	---

Recorded & Prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: LeFever Marketing Contract Renewal

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

BACKGROUND

The Eastern Sierra Transit Authority contracts with Bill LeFever, of Lefever Marketing to manage advertisement for ESTA. The contract has been successfully honored since 2010.

ANALYSIS

Lefever Marketing has responsibly and professionally carried out this contract. Staff has no reservations in continuing the relationship.

FINANCIAL CONSIDERATIONS

The agreement stipulates that 20% of gross sales will be paid quarterly to ESTA, or a minimum flat rate of \$1,300, whichever is more. Estimated gross sales for ESTA advertising is \$38,000, 20% (\$7,600) of which will be paid to ESTA. The agreement was review by both ESTA Council and CJPIA for form and risk.

RECOMMENDATION

The Board is requested to ratify the attached signed agreement with Lefever Marketing.



Eastern Sierra Transit Authority

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

VENDOR AGREEMENT FOR REOCCURRING SERVICES

This VENDOR AGREEMENT FOR REOCCURRING SERVICES ("Agreement") is made and entered into as of September 15, 2019, by and between the Eastern Sierra Transit Authority, a joint powers authority ("AGENCY"), and LeFever Marketing ("VENDOR").

RECITALS:

- A. AGENCY wishes to retain the services of an experienced and qualified VENDOR to provide and manage all transit service advertising for ESTA as specified in the attached Scope of Work (Exhibit "A").
- B. VENDOR represents and warrants that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY VENDOR

VENDOR will provide the services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, the Agreement will continue in full force and effect from September 15, 2019, through September 15, 2020. Upon mutual written agreement, the term of this Agreement can be extended annually for an additional one (1) year period, or longer as the parties agree.

3. COMPENSATION

- A. AGENCY'S Fee.

For services rendered pursuant to this Agreement, AGENCY will be



Eastern Sierra Transit Authority

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

paid in accordance with the Compensation Schedule attached hereto as Exhibit B. Should this Agreement be renewed, the AGENCY'S Fee may be adjusted upon the written agreement of the parties.

B. Schedule of Payment.

Provided the AGENCY is not in default under the terms of this Agreement, upon presentation of an invoice, AGENCY will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be made quarterly to the AGENCY.

4. TERMINATION OF AGREEMENT

A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the VENDOR at least ten (10) days prior written notice. Upon receipt of said notice, the VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the VENDOR shall pay to AGENCY the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the Agreement pursuant to this Section, the VENDOR will submit payment to the AGENCY pursuant to Section 3.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. Reserved



Eastern Sierra Transit Authority

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

7. AGENCY REPRESENTATIVE

The Executive Director is designated as the "Agency Representative", authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the Agency Representative, unless otherwise stated. The AGENCY's Executive Director has the right to designate another Agency Representative at any time, by providing notice to VENDOR.

8. VENDOR REPRESENTATIVE(S)

The following principal(s) of VENDOR are designated as being the principal(s) and representative(s) of VENDOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Bill LeFever, Owner

9. INDEPENDENT CONTRACTOR

All acts of VENDOR, 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 AGENCY. VENDOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of AGENCY. Except as expressly provided in Attachment A, VENDOR has no authority or responsibility to exercise any rights or power vested in the AGENCY. No agent, officer, or employee of the AGENCY is to be considered an employee of VENDOR. It is understood by both VENDOR and AGENCY 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. VENDOR shall determine the method, details, and means of performing the work and services to be provided by VENDOR under this Agreement.

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



Eastern Sierra Transit Authority

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

C. VENDOR, 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 AGENCY.

10. Reserved

11. OTHER LICENSES AND PERMITS

VENDOR warrants that it has all professional, contracting and other permits and licenses, including business licenses, required to undertake the work contemplated by this Agreement.

12. VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the VENDOR's time pertaining to the project, and records of accounts between AGENCY and the VENDOR, will be kept on a generally recognized accounting basis. VENDOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to AGENCY during normal working hours. VENDOR will maintain these records for three years after final payment.

13. INDEMNIFICATION

VENDOR shall indemnify, defend, and hold harmless the AGENCY, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the VENDOR's performance of its obligations under this Agreement or out of the operations conducted by VENDOR, including the AGENCY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the AGENCY. In the event the AGENCY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from VENDOR's performance of this Agreement, the VENDOR shall provide a defense to the AGENCY indemnitees or at the AGENCY's option, reimburse the AGENCY indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

In the event of any dispute between VENDOR and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, VENDOR will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY



Eastern Sierra Transit Authority

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

as solely negligent. VENDOR will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

14. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of AGENCY will be personally liable to VENDOR, for any amount that may become due to VENDOR.

15. INSURANCE

Without limiting Vendor's indemnification of Agency, and prior to commencement of Work, Vendor 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 that is satisfactory to Agency.

General liability insurance. Vendor 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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Vendor 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



Eastern Sierra Transit Authority

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

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



Eastern Sierra Transit Authority

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

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



Eastern Sierra Transit Authority

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

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.

16. SUBCONTRACTORS

Before VENDOR retains or hires a subcontractor to provide any work, labor, or services relative to this Agreement, VENDOR must:

1. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to AGENCY;
2. Present to the AGENCY the form of subcontract that will be used with the subcontractor for AGENCY's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Paragraph 13 of this Agreement and must specifically name the AGENCY as an indemnified party; and
3. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the AGENCY as an additional insured as required by this Agreement, unless such requirement is waived in writing by the Agency Risk Manager as provided in Paragraph 17 below.

17. CONFLICT OF INTEREST



Eastern Sierra Transit Authority

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

No officer or employee of the AGENCY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

18. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

To AGENCY: Eastern Sierra Transit Authority
703 Airport Road
Bishop, CA 93515



Eastern Sierra Transit Authority

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

Attention: Executive Director

To VENDOR

LeFever Marketing
75 Mary Ln.
Chalfant, CA 93514
Attention: Bill LeFever

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this Agreement, and delivery to the last known address or fax number shall be deemed sufficient for notice under this Agreement.

19. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

20. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of AGENCY and VENDOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

21. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either



Eastern Sierra Transit Authority

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

party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

22. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

23. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

24. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in a court of competent jurisdiction within the County of Inyo.

25. COMPLIANCE WITH STATUTES AND REGULATIONS

VENDOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

26. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

27. Reserved

28. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

29. VENDOR'S AUTHORITY TO EXECUTE



Eastern Sierra Transit Authority

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

The persons executing this Agreement on behalf of the VENDOR warrant that (i) the VENDOR is duly organized and existing under the appropriate State laws; (ii) they are duly authorized to execute this Agreement on behalf of the VENDOR; (iii) by so executing this Agreement, the VENDOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the VENDOR is bound.

VENDOR: LeFever Marketing

By: *Bill LeFever*
(Signature)

Bill LE FEVER
(Typed Name)

OWNER
(Title)

AGENCY: Eastern Sierra Transit Authority

Phil Brooks
Executive Director

9/17/19
Date

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule



Eastern Sierra Transit Authority

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

EXHIBIT A SCOPE OF SERVICES

ESTA is seeking a firm to provide and manage all transit advertising services for ESTA's transit system in a manner acceptable to ESTA and in compliance with the Services Agreement for Eastern Sierra Transit Authority Transit Service Advertising (hereinafter referred to as "Agreement"). The advertising may be applied to the interior and exterior advertising panels of ESTA's buses with prior approval/consent from ESTA. All content will be reviewed and approved by the ESTA.

Services provided by the selected firm shall include, but not be limited to:

1. marketing/selling of transit service advertising
2. account management
3. installation and maintenance of transit service advertising
4. executive and administrative management
5. receipt of payment from advertisers
6. preparation of reports of financial and other matters pertaining to the provision of the service
7. other work as may be necessary to comply with the requirements contained in the Agreement

Contractor would provide a percentage of the gross revenues as compensation to ESTA for the privilege of placing the advertising on the ESTA buses. ESTA shall not incur any costs relating to the services identified above.



Eastern Sierra Transit Authority

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

EXHIBIT B COMPENSATION SCHEDULE

Contractor Name: LeFever Marketing

Address: 75 Mary Ln.

City, State & ZIP: Chalfant, CA 93514

Phone: 760-873-5329

e-mail: blefever@sierrawave.net

Contact Person: Bill LeFever

Fee Schedule:

Estimated Gross sales: \$ 38,000

% of Gross Sales to ESTA: 20%

Minimum Flat Rate
Quarterly Amount payable to ESTA: \$1300.00

(The quarterly Payment to ESTA shall be either the percentage of gross sales or the minimum flat rate, whichever is greater)


Contractor Signature

9-12-19
Date

BILL LEFEVER
Print name

OWNER
Title



Eastern Sierra Transit Authority

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

Declaration of Sole Proprietor

DECLARATION AND ADDENDUM TO ALL CONTRACTS AWARDED TO:

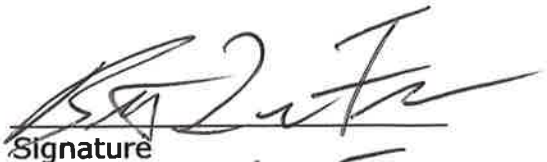
LeFever Marketing, hereinafter
"Organization" (ORGANIZATION NAME)

I declare for the purpose of inducing the Eastern Sierra Transit Authority (ESTA) to go forward with any contracts awarded to Organization as follows: I am the authorized representative of Organization, an independent contractor for the purposes of the California Workers' Compensation and Labor laws. This Organization will hire no employees other than the parents, spouses, or children of its board members for work required for any bid or contract awarded to. All work required will be performed personally and solely by me, other board members of the Organization, their parents, spouses or children, or persons who perform voluntary service without pay to the organization. If, however, the Organization shall ever hire employees to perform this contract or any portion thereof, the Organization shall obtain Workers' Compensation Insurance and provide proof of Workers' Compensation Insurance coverage to the ESTA.

If the Organization shall ever hire a subcontractor to perform this contract or any portion thereof, and the subcontractor has employees, then the Organization shall require its subcontractor to obtain Workers' Compensation Insurance Coverage, or the Organization shall obtain Workers' Compensation Coverage for that subcontractor's employees This document constitutes a declaration by the Organization against its financial interest, relative to any claims it should assert under the California Workers' Compensation and/or Labor laws against ESTA relating to any bid or contract awarded to the Organization. The Organization will defend, indemnify and hold harmless ESTA from any and all claims and liability, including Workers' Compensation claims and liability that may be asserted or established by any party in the event the Organization hires an employee in violation of this addendum, and the Organization will further indemnify ESTA for all damages ESTA thereby suffers. I agree that these declarations shall constitute an addendum to any bid awarded to this Organization.

Date: 9-17-19

Authorized Representative:


Signature

Bill LE FEVER
Printed Name



Interinsurance Exchange of the Automobile Club

Automobile Insurance Policy Coverages and Limits

Policy Change Declarations

Insurance is in effect only for the vehicles, coverages, and limits of liability shown on this declarations page and as set forth in the insurance policy and endorsements. These declarations, together with the contract and the endorsements in effect, complete your policy.

NAMED INSURED (Item 1.) LEFEVER, WILLIAM C AND CYNTHIA K PO BOX 762 BISHOP CA 93515-0762	AUTO POLICY NUMBER: CAA 064349073 POLICY PERIOD (PACIFIC STANDARD TIME) POLICY EFFECTIVE DATE: 03-08-19 12:01 A.M. POLICY EXPIRATION DATE: 03-08-20 12:01 A.M. POLICY CHANGE EFFECTIVE DATE: 03-09-19 12:01 A.M.
--	--

SUBJECT OF POLICY CHANGE	THIS IS NOT A BILL
ADD/CHANGE VEHICLE ANNUAL MILEAGE CHG	This policy change will increase your premium by \$75.

VEHICLES									
VEH. NO.	YEAR	MAKE	MODEL	IDENTIFICATION NUMBER	VEHICLE USE	GARAGE ZIP CODE	ANNUAL MILES	VERIFIED MILEAGE	SALVAGE
12	1991	JEEP	CHEROKEE LTD	1J4FJ78S9ML604537	PLEASURE	93514	1 - 500	VERIFIED	NO
13	2008	FORD	BOUNDER	1F6NF53Y960A07687	PLEASURE	93514	3,501 - 4,500	VERIFIED	
14	2004	MBNZ	CLK CLASS 320	WDBTJ65JX4F102955	PLEASURE	93514	10,001 - 12,500	VERIFIED	NO
15	2019	FORD	F250 CREW C CREW	1FT7W2BT1KEC55195	PLEASURE	93514	12,501 - 15,000	VERIFIED	NO
16	2019	TMSP	TSCFTS-10228T2	1T9LT2821KE661140		93514			

COVERAGES AND LIMITS					ANNUAL PREMIUMS					
Coverage is not in effect unless a premium or the word "Included" is shown.										
COVERAGES	LIMITS OF LIABILITY				Vehicle 12	Vehicle 13	Vehicle 14	Vehicle 15	Vehicle 16	
Liability										
Bodily Injury	\$100,000	each person/	\$300,000	each occurrence	\$ 66	\$ 56	\$ 130	\$ 174	No Coverage	
Property Damage	\$100,000	each occurrence			\$ 54	\$ 47	\$ 142	\$ 200	No Coverage	
Medical										
Medical Payments	\$5,000	each person			\$ 14	\$ 12	\$ 21	\$ 19	No Coverage	
Physical Damage (Actual Cash Value unless otherwise stated, less deductible)										
	Vehicle 12	Vehicle 13	Vehicle 14	Vehicle 15	Vehicle 16					
Comprehensive (less Deductible)	No Coverage	\$30000	ACV	ACV	\$15922	No Coverage	\$ 146	\$ 86	\$ 126	\$ 78
Collision (less Deductible)	No Coverage	\$30000	ACV	ACV	\$15922	No Coverage	\$ 112	\$ 296	\$ 504	\$ 81
Car Rental Expense (Per Day)	No Coverage	No Coverage	No Coverage	No Coverage	No Coverage	No Coverage	No Coverage	No Coverage	No Coverage	No Coverage
Uninsured Motorist										
Bodily Injury - Uninsured & Underinsured Vehicles	\$30,000	each person/	\$60,000	each accident	\$ 22	\$ 18	\$ 32	\$ 30	No Coverage	
Uninsured Deductible Waiver					No Coverage	Included	Included	Included	No Coverage	
Ininsured Collision					No Coverage	No Coverage	No Coverage	No Coverage	No Coverage	
Total Premium					\$ 156	\$ 391	\$ 707	\$ 1053	\$ 159	

REMIUM DISCOUNTS
Please refer to the enclosed document entitled "Premium Discounts Applied to Your Automobile Policy."

* If at any time you choose to pay less than the full balance outstanding, finance charges of up to 1.5% per month of the balance outstanding will apply as explained in your billing statements, which are part of these declarations.

No Coverage Indicates coverage not purchased.

Adjusted Total Annual Premium* (Includes all applicable discounts.)	\$ 2541
Less Policyholder Savings Dividend (Previously applied to your premium balance)	\$ 293
Adjusted Net Annual Premium* (Balance after previous dividend)	\$ 2248

Interinsurance Exchange of the Automobile Club Automobile Insurance Policy Coverages and Limits Policy Change Declarations (continued)

UTO POLICY NUMBER: CAA 064349073

POLICY CHANGE EFFECTIVE DATE: 03-09-2019

DRIVERS (Coverage may differ for each driver. Please see each section of the policy contract for the definition of "Persons Insured".)

DRIVER NUMBER	NAME	GENDER	MARITAL STATUS	YEAR FIRST LICENSED
1	LEFEVER, WILLIAM C	MALE	MARRIED	1987
2	LEFEVER, CYNTHIA K	FEMALE	MARRIED	1987

DRIVER NUMBER	DRIVING RECORD						DRIVER STATUS	RATED VEHICLE NUMBER
	NUMBER OF PRINCIPALLY AT-FAULT ACCIDENTS	NUMBER OF TRAFFIC CONVICTIONS						
		MINOR	SERIOUS	MAJOR	SEVERE	SUSPENSIONS		
1							PRIMARY	15
2							PRIMARY	14

ENDORSEMENTS AND CERTIFICATES

NUMBER	TITLE
2011	MEMBER'S AUTOMOBILE POLICY -- POLICY NUMBER CHANGE
2052	LOSS PAYABLE - NOTICE TO LIENHOLDER
2298	SELECTION OF UM/UIM COVERAGE ENDORSEMENT
2387	AMENDATORY ENDORSEMENT

SPECIAL EQUIPMENT**

SOUND EQUIPMENT**

VEH. NO.	SPECIAL EQUIPMENT**		SOUND EQUIPMENT**			
	CAMPER/VAN CONV.	OTHER	2WAY RADIO	TELEPHONE	RADIO	OTHER
12						
13						
14						
15						
16						

** Coverage is indicated by a "YES" in the appropriate equipment column. Coverage limitations apply unless coverage was purchased specifically for certain equipment.

ANY PHYSICAL DAMAGE LOSS MAY BE MADE PAYABLE TO YOU AND ANY INTEREST LISTED BELOW:

VEH NO. 15
 ALTA ONE FEDERAL CREDIT UNION
 PO BOX 25552
 FORT WORTH TX 76124

PERSON DESIGNATED TO RECEIVE NONPAYMENT OF PREMIUM NOTICES:

An individual designated by a policyholder to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of the policy for nonpayment of premium does not have any rights, whether as an additional insured or otherwise, to any benefits under the policy, other than the right to receive notice.

CAA02009
 520180007 030919

Click AAA.com/myaccount to access your policy information online, pay your bill or print additional proof of insurance cards



Interinsurance Exchange of the Automobile Club

Automobile Insurance Policy Coverages and Limits

Policy Change Declarations (continued)

Insurance is in effect only for the vehicles, coverages, and limits of liability shown on this declarations page and as set forth in the insurance policy and endorsements. These declarations, together with the contract and the endorsements in effect, complete your policy.

NAMED INSURED (Item 1.)	AUTO POLICY NUMBER: CAA 064349073
LEFEVER, WILLIAM C AND CYNTHIA K PO BOX 762 BISHOP CA 93515-0762	POLICY PERIOD (PACIFIC STANDARD TIME)
	POLICY EFFECTIVE DATE: 03-08-19 12:01 A.M.
	POLICY EXPIRATION DATE: 03-08-20 12:01 A.M.
	POLICY CHANGE EFFECTIVE DATE: 03-09-19 12:01 A.M.

SUBJECT OF POLICY CHANGE	THIS IS NOT A BILL
.DD/CHANGE VEHICLE .ANNUAL MILEAGE CHG	This policy change will increase your premium by \$75.

VEHICLES									
VEH. NO.	YEAR	MAKE	MODEL	IDENTIFICATION NUMBER	VEHICLE USE	GARAGE ZIP CODE	ANNUAL MILES	VERIFIED MILEAGE	SALVAGE
17	1973	HOND	CT90K4 TRAIL 90	CT901418722	PLEASURE	93514	1 - 500	VERIFIED	

COVERAGES AND LIMITS					ANNUAL PREMIUMS				
Coverage is not in effect unless a premium or the word "Included" is shown.									
COVERAGES	LIMITS OF LIABILITY				Vehicle 17	Vehicle	Vehicle	Vehicle	Vehicle
Liability									
Bodily Injury	\$100,000	each person/	\$300,000	each occurrence	\$ 32				
Property Damage	\$100,000	each occurrence			\$ 11				
Medical									
Medical Payments	\$5,000	each person			No Coverage				
Physical Damage (Actual Cash Value unless otherwise stated, less deductible)									
	Vehicle 17	Vehicle	Vehicle	Vehicle	Vehicle				
Comprehensive (less Deductible)	No Coverage				No Coverage				
Collision (less Deductible)	No Coverage				No Coverage				
Car Rental Expense (per Day)	No Coverage				No Coverage				
Uninsured Motorist									
Bodily Injury - Uninsured & Underinsured Vehicles	\$30,000	each person/	\$60,000	each accident	\$ 32				
Uninsured Deductible Waiver					No Coverage				
Uninsured Collision					No Coverage				
Total Premium					\$ 75				

PREMIUM DISCOUNTS
Please refer to the enclosed document entitled "Premium Discounts Applied to Your Automobile Policy."
If at any time you choose to pay less than the full balance outstanding, finance charges of up to 1.6% per month of the balance outstanding will apply as explained in your billing statements, which are part of these declarations.

"No Coverage" indicates coverage not purchased.

Adjusted Total Annual Premium* (Includes all applicable discounts.)	\$ 2541
Less Policyholder Savings Dividend (Previously applied to your premium balance)	\$ 293
Adjusted Net Annual Premium* (Balance after previous dividend)	\$ 2248

Interinsurance Exchange of the Automobile Club Automobile Insurance Policy Coverages and Limits Policy Change Declarations (continued)

UTO POLICY NUMBER: CAA 064349073

POLICY CHANGE EFFECTIVE DATE: 03-08-2019

DRIVERS (Coverage may differ for each driver. Please see each section of the policy contract for the definition of "Persons Insured".)

DRIVER NUMBER	NAME	GENDER	MARITAL STATUS	YEAR FIRST LICENSED
---------------	------	--------	----------------	---------------------

DRIVER NUMBER	DRIVING RECORD					DRIVER STATUS	RATED VEHICLE NUMBER
	NUMBER OF PRINCIPALLY AT-FAULT ACCIDENTS	NUMBER OF TRAFFIC CONVICTIONS					
		MINOR	SERIOUS	MAJOR	SEVERE		

ENDORSEMENTS AND CERTIFICATES

NUMBER	TITLE
--------	-------

SPECIAL EQUIPMENT**

SOUND EQUIPMENT**

VEH. NO.	CAMPER/VAN CONV.	OTHER	2WAY RADIO	TELEPHONE	RADIO	OTHER
17						

** Coverage is indicated by a "YES" in the appropriate equipment column. Coverage limitations apply unless coverage was purchased specifically for certain equipment.

ANY PHYSICAL DAMAGE LOSS MAY BE MADE PAYABLE TO YOU AND ANY INTEREST LISTED BELOW:

PERSON DESIGNATED TO RECEIVE NONPAYMENT OF PREMIUM NOTICES:

An individual designated by a policyholder to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of the policy for nonpayment of premium does not have any rights, whether as an additional insured or otherwise, to any benefits under the policy, other than the right to receive notice.

CAA0008
20190807 030819

Click AAA.com/myaccount to access your policy information online, pay your bill or print additional proof of insurance cards

